



COMMISSIONER'S COURT MINUTES

JANUARY 11TH, 2016 REGULAR TERM, A.D. 2015

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

BE IT REMEMBERED that on this the 11th day of January A.D. 2016 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, Absent; Ramiro V. Ramon, Commissioner of Precinct No. 1, Presiding; 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):

November 9, 2015 – Corrections

December 14, 2015 – Approved w/correction at #41-(include list of names).

ORDER
#16-001

MOTION	2 ND		AYES	NOES	TABLE
N	O	Approve w/corrections	F,N,O,R,		

5. CITIZENS' COMMENTS:

1. No Comments
2. _____
3. _____
4. _____

MOTION KEY:
EFRAIN V VALDEZ= EVV
COMM RAMON=R
COMM OWENS=O
COMM NETTLETON=N
COMM FLORES= F

QUORUM

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

ATTENDING

COUNTY STAFF/DEPTS:

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

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

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 V. Valdez, County Judge

6. Discussion and possible action on Interlocal Agreement with the Regional Public Defender for Capital Cases and payment of Invoice for Fiscal Year 2016 – in the amount of \$ 13,244.21.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-002	O	N		APPROVED: CAPITAL CASES ONLY		F,N,O,R		

7. Discussion and possible action to appoint a representative of the Val Verde County to sit on the Whitehead Memorial Museum Board of Trustees.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-003	N	F		Motion to Table until next meeting.		F,N,O,R, EVV		

8. Discussion and possible action on participating with City and Del Rio Economic Development.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-004	O	None		Table – for later in the meeting.		None		
	N	O		Authorize \$50,000 from contingency With option to reimburse from tax note, Dependent on review of Agreement and 1 or 2 seats on the Board.		F,N,O,R,		

9. Discussion and possible action for the approval on the 2016 CEA Membership dues.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-005	N	O		Table until next meeting.		F,N,O,R		

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

10. Discussion and possible action on County Judge to authorize and sign Administrative Services Agreement between Zesch & Pickett and Val Verde County.

ORDER #16-006

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NO	ABST
N	F		Motion to Approve and authorize the Judge to sign.		F,N,O,R		

11. Discussion and possible action on ratification of MOUs between Val Verde County and the Adult and Juvenile Probation Departments.

ORDER #16-007

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Ratify MOU & authorize Court to sign.		F,N,O,R		

Sergio J. Gonzalez, Val Verde County Court-At-Law Judge

12. Discussion and possible action on DWI / Drug Specialty Court Program Grant Application for 2016-2017 apply and receive any grant monies awarded.

ORDER #16-008

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve to re-apply for 2nd		F,N,O,R		
			Grant continuation and once approved				
			Bring back to Court for Acceptance.				

Ramiro V. Ramon, County Commissioner Pct. 1

13. Discussion and possible action regarding San Felipe Del Rio CISD tax collection contract.

ORDER #16-009

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Table – for after Ex Session		F,N,O,R		

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

14. Discussion and possible action on increasing cost of Tax Collection for SFDRICSD.

ORDER #16-010

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Table – for After Ex Session		F,N,O,R		

15. Discussion and possible action outside contracts by Elected Officials and Department Heads.

ORDER #16-011

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Any contract signed by elected officials need to come to Court.		F,N,O,R		

Lewis G. Owens, Jr., County Commissioner Pct. #2

16. Discussion and possible action on ways of funding county projects.

ORDER #16-012

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	NONE		Ex-Session		NONE		

17. Discussion and possible action on lease agreement between Val Verde County and Bobby Paul for the use of the Val Verde County Fairgrounds for the George Paul Memorial Bull riding (April 29, 2016 & April 30, 2016).

ORDER #16-013

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve at \$200 @ month.		F,N,O,R		

18. Discussion and possible action on Hot Funds to be used for the George Paul Memorial Bull riding.

ORDER #16-014

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Approve \$4,500 from previous years Hot Tax Fund after Application is made And then amendment to budget.		F,N,O,R		

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

19. Discussion and possible action for the lease agreement between the Val Verde County and the United Soccer League for the use of the 60 acres.

ORDER #16-015

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	None		Table until after Ex. Session.		None		

20. Discussion and possible action on lease or purchase of property for County offices.

ORDER #16-016

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Table and bring back at a later time.		F,N,O,R		

21. Discussion and possible action on the use of property at fairgrounds for baseball, football and soccer fields.

ORDER #16-017

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to authorize Commissioner Owens to lay out fields and if help is needed, let Commissioner's know.		F,N,O,R		

22. Discussion and possible action on property to be used for Battered Women shelter.

ORDER #16-018

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Commissioner Owens to search for Property for Battered Women's Shelter and bring back to Court.		F,N,O,R		

Clerk's Note: See Agenda Item #47; Order #16-048.

23. Discussion and possible action on hiring an individual to reconcile bank statements.

ORDER #16-019

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Table after Ex Session		F,N,O,R		

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

Robert Nettleton, County Commissioner Pct. #3

24. Discussion and possible action on a November Bond Election for Sports Complex and Appointment of a Committee to establish needs.

**ORDER
#16-020**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to create a Committee to determine		F,N,O,R		
			Ideas for sports fields. Committee will				
			Get input on recommended use and				
			design in order to hold a November Bond				
			Election. Judge to send out letter to the				
			Leagues for their participation.				

25. Discussion and possible action on a Long Range Thoroughfare Plan.

**ORDER
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Economic Development Corp. to incorporate a				
			Long Range Thoroughfare Plan - Map				
			Discussion Only.				

26. Discussion and possible action on Moving Old County Court-At-Law Control back underneath Commissioners Court and County Judge.

**ORDER
#16-021**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve effective 2/1/16.		F,N,O,R		

27. Discussion and possible action of a Legislative Committee.

**ORDER
#16-022**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to create a State Legislative		F,N,O,R		
			Committee for items to be addressed in				
			The next session, authorize the Judge to				
			Send letter to Chambers, groups, City.				
			School, Hospital, Comstock for next				
			Meeting.				

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

28. Discussion and possible action on Tax Note for Capital Equipment Projects.

**ORDER
#16-023**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion authorizing HR to send out email to all Department Heads requesting a list of Potential capital projects and/or capital Equipment with costs for possible Tax Note Projects.		F,N,O,R		

Gustavo Flores, County Commissioner Pct. 4

29. Discussion and possible action regarding lease with United States Department of Agriculture.

**ORDER
#16-024**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
F	N		Table until after Ex Session		F,N,O,R		

30. Ratification of lease with Texas Department of Agriculture Lease.

**ORDER
16-025**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
F	N		Table until after Ex. Session		F,N,O,R		

Generosa Gracia-Ramon, Val Verde County Clerk

31. Discussion and possible action to renew Agreement with Government Records Services Inc., a Xerox Company, (formerly known as ACS State and Local Solutions) for Information Technology Products and Services to the Val Verde County Clerk's Office and authorize the Judge to sign.

**ORDER
#16-026**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to approve Contract, without OCR Commissioner's Court Module, Authorize Judge to sign and to be Paid from Clerk's Records Management.		F,N,O,R		

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

Jim Bob Barrera, JP#1

32. Requesting authorization to issue a credit card in the name of Jim Bob Barrera.

ORDER #16-027	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	F	O		Motion to Approve.		F,N,O,R		

The Court took a ten minute break.

Stephen Berg, Val Verde County Constable Pct.3

33. Present the Tier 1 – Partial Exemption Racial Profiling Report.

ORDER #16-028	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	F		Motion to accept report as presented And include in the minutes.		F,N,O,R		

Rogelio R. Musquiz, Jr., Purchasing Agent

34. Consider and act on a resolution whereas Val Verde County and Government Capital will enter into a Finance contract for the purpose of procuring "Vehicle(s) and related Equip".

ORDER #16-029	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	F		Motion to Approve and authorize the Judge to sign. (Sheriff Vehicles)		F,N,O,R		

35. Consider and act on soliciting Bids for the West Gate Defense Control Center at LAFB.

ORDER #16-030	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	O		Motion to approve West gate control Center Project contingent on final plans.		F,N,O,R		

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

36. Consider and act on authorizing payment to Purchase power in the amount of \$145.99 for Postage expense by the 63rd. District Court.

**ORDER
#16-031**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve \$145.99 postage		F,N,O,R		
			Payment to Pitney Bowes for 63rd				
			Judicial District.				

Joe Frank Martinez, County Sheriff

37. Requesting authorization to accept donation in the amount of \$50.00 dollars from Sarah Boston. Donation to be deposited into the Reserve Account.

**ORDER
#16-032**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Accept donation from Sarah		F,N,O,R		
			Boston.				

Aaron Rodriguez, County Treasurer

38. Monthly Treasurer's Report Copies filed.

**ORDER
#16-033**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve as presented.		F,N,O,R		

39. Discussion and possible action regarding extending order No. 13.245 dealing with depository agreements.

**ORDER
#16-034**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Table until after Ex. Session.		F,N,O,R		

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

40. Discussion and possible action regarding going out to bid for depositories.

**ORDER
#16-035**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Table to table until after Ex Sessions.		F,N,O,R		

Fred Hernandez, District Attorney

41. Discussion and possible action upon request on the second quarter contribution in the amount of \$101,735.82 for fiscal year 2015-2016.

**ORDER
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Information Only: Renewal item				
			Presented with the bills.				

Ramiro G. Barrera, County IT Specialist

42. Consider and take possible action to accept donation from Adult Probation and Juvenile Probation in the form of used computer equipment.

**ORDER
#16-036**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Accept to be Rebuild & Replace		F,N,O,R		
			Commuter equipment @ Community center				

43. Discuss, review and take possible action on vendor selection for audio/video recording system/equipment for Commissioners Court Room.

**ORDER
#16-037**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Authorize Ram to select Vendor for audio,		F,N,O,R		
			Video and digitizing Agendas and authorize				
			Judge to sign contract.				

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

Juanita Barrera, HR Director

44. Discussion and possible action on a reclassification for Ms. Sandra Velez job position title from Secretary to Community Center Coordinator.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-038	N	O		Motion to Table until after Ex.Session		F,N,R	O	
ORDER								
#16-039	F	R		Motion to reclassify Position from Secretary To Community Center Coordinator with no Change in pay and a change to the job Description to reflect the new job title.		F,N,R,O	O	

45. Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from December 9, 2015 through January 6, 2016.

1. Beatrice Munoz, Tax Collector/Assessor, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Ana Valencia, Motor Vehicle Deputy Clerk, effective December 18, 2015. Ms. Valencia has resigned.
2. Beatrice Munoz, Tax Collector/Assessor, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Maria Rosales, Motor Vehicle Deputy Clerk with an annual salary of \$19,712.50 effective December 21, 2015. Ms. Rosales is replacing Ana Valencia who resigned.
3. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Jose Castorena, Deputy Sheriff, effective December 29, 2015. Mr. Castorena has resigned his full time position but will remain as a Reserve Deputy.
4. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Ruth Dorie, Clerk, effective January 5, 2016. Ms. Dorie was terminated.
5. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Fidel Navarro as a Deputy Sheriff, effective January 8, 2016. Mr. Navarro has resigned. He will remain as a Deputy Sheriff/Temporary Part time employee \$25.00/hr. This is a temporary position & it exists only if grant funds are available.
6. Efrain Valdez, County Judge, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Yulissa Martinez, Office Manager with an annual salary of \$23,862.50 effective December 28, 2015. Ms. Martinez is replacing Katelyn Hurta who resigned.

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

**ORDER
#16-040**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve as presented.		F,N,O,R		

Frank L. Lowe, County Auditor

46. Monthly Auditor's Report.

**ORDER
#16-041**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Advise those precincts that won't have Money to finish the budget year.		F,N,O,R		

Executive Sessions

47. Discussion and possible action regarding Amistad Acres Project.

**ORDER
#16-042**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
F	None		Table until after Ex. Session.		NONE		

Ana Markowski Smith, County Attorney

48. 1. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding pending litigation, Cause No. 29,296; Texas Rio Grande Legal Aid, Inc. vs. Val Verde County, Texas, et al.: 83rd Judicial District Court, and possible action in open session thereafter.
2. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1) (A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
3. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1) (B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.
4. 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.

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

5. 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.
6. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.073, regarding a negotiated contract, lease, or value of real property and possible action in open session thereafter
7. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.073, to deliberate a negotiated contract for a prospective gift or donation and possible action in open session thereafter.
8. Ana Markowski Smith, County Attorney, discussion and possible action regarding Gun Free Zone in Val Verde County owned buildings.

ORDER #16-043

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to extend depository Order #13-245		F,N,R		O
			and go out for bids.				

Clerk's Note: See Agenda Item #39 and #40; Order #16-035 and #16-036.

ORDER #16-044

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
F	O		Motion to go out for bids for road		F,N,O,R		
			Construction on Amistad Acres.				

Clerk's Note: See Agenda Item #47; Order #16-048.

ORDER #16-045

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to allow Judge to sign Contract;		F,N,O,R		
			\$1,000.00 earnest money and allow				
			4 months to do feasibility study on				
			Benita Lane Property.				

Clerk's Note: See Agenda Item #22; Order #16-018.

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

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:

EXECUTIVE SESSION: <input checked="" type="checkbox"/> §551.071(1) (A) <input type="checkbox"/> §551.071(1) (A) <input checked="" type="checkbox"/> §551.071(2) <input checked="" type="checkbox"/> §551.071(1) (B) <input type="checkbox"/> §551.072 <input checked="" type="checkbox"/> §551.073 OTHER _____ BEGAN @ <u>10:54 AM</u> ENDED @ <u>1:10 PM</u> BREAK @ _____ _____ RESUMED @ _____ ACTION AFTER EX: _____

49. Approving subdivision Plats.

ORDER #16-046

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	SUBMIT	AYES	NOES	ABST
			NONE				

50. Certificates of Compliance

ORDER #16-047

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
			NONE				

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

51. Approving Monthly Reports from Elected Officials:

ORDER
#16-048

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve as presented.		F,N,O,R		

52. Approving bills for payment:

ORDER
#16-049

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to approve and include:		F,N,O,R		
			Two sonic walls - \$871.50				

53. Elected official's comments: Stock Show – gratitude to court for improvements by Commissioner Owens.

54. Judge's Comments: None

Our next Regular Commissioners Court Meeting will be February 8, 2016, @ 9:00 a.m., Agenda Items are due Wednesday, February 11 , 2016 @ 12:00 noon.

ADDENDUM

Carl Esser, Esser & Company

Consider and Act upon Resolution designating authorized signatures for TxCDBG #7215499.

ORDER
#16-050

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to designate Frank Lowe		F,N,O,R		
			and County Judge as authorized signatories				
			On TxCDBG 7215499.				

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

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.

55. Adjourn:

MOTION	2 ND	DATE/TIME	AYES	NOES	ABST
		1/11/2016 @ 1:35 p.m.			

The foregoing, recorded in Volume 45, pages 656-779, inclusive, was on this the 8th day of February A.D. 2016, read and is hereby **APPROVED**.

Respectfully submitted,


 Efrain V. Valdez, County Judge
 Val Verde County, Texas

ATTEST:


 Generosa Gracia-Ramon
 County Clerk



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

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
JANUARY 2016 REGULAR TERM

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

January 11, 2016 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 Interlocal Agreement with the Regional Public Defender for Capital Cases and payment of Invoice for Fiscal Year 2016- in the amount of \$13,244.21.

7. Discussion and possible action to appoint a representative of the Val Verde County to sit on the Whitehead Memorial Museum Board of Trustees.
8. Discussion and possible action on participating with City and Del Rio Economic Development.
9. Discussion and possible action for the approval on the 2016 CEA Membership dues.
10. Discussion and possible action on County Judge to authorize and sign Administrative Services Agreement between Zesch & Pickett and Val Verde County.
11. Discussion and possible action on ratification of MOUs between Val Verde County and the Adult and Juvenile Probation Departments.

Sergio Gonzalez, County Court-At-Law Judge

12. Discussion and possible action on DWI / Drug Specialty Court Program Grant Application for 2016-2017 apply and receive any grant monies awarded.

Ramiro V. Ramon, County Commissioner Pct. #1

13. Discussion and possible action regarding San Felipe Del Rio CISD tax collection contract.
14. Discussion and possible action on increasing cost of Tax Collection for SFDR CISD.
15. Discussion and possible action outside contracts by Elected Officials and Department Heads.

Lewis G. Owens, Jr., County Commissioner Pct. #2

16. Discussion and possible action on ways of funding county projects.
17. Discussion and possible action on lease agreement between Val Verde County and Bobby Paul for the use of the Val Verde County Fairgrounds for the George Paul Memorial Bull riding (April 29, 2016 & April 30, 2016).
18. Discussion and possible action on Hot Funds to be used for the George Paul Memorial Bull riding.
19. Discussion and possible action for the lease agreement between the Val Verde County and the United Soccer League for the use of the 60 acres.

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20. Discussion and possible action on lease or purchase of property for County offices.
21. Discussion and possible action on the use of property at fairgrounds for baseball, football, and soccer fields.
22. Discussion and possible action on property to be used for Battered Women shelter.
23. Discussion and possible action on hiring an individual to reconcile bank statements.

Robert Nettleton, County Commissioner Pct.#3

24. Discussion and possible action on a November Bond Election for Sports Complex and Appointment of a Committee to establish needs.
25. Discussion and possible action on a Long Range Thoroughfare Plan.
26. Discussion and possible action on Moving Old County Court-At-Law Control back underneath Commissioners Court and County Judge.
27. Discussion and possible action of a Legislative Committee.
28. Discussion and possible action on Tax Note for Capital Equipment Projects.

Gustavo Flores, County Commissioner Pct. 4

29. Discussion and possible action regarding lease with United States Department of Agriculture.
30. Ratification of lease with Texas Department of Agriculture Lease.

Generosa Gracia-Ramon, Val Verde County Clerk

31. Discussion and possible action to renew Agreement with Government Records Services Inc., a Xerox Company, (formerly known as ACS State and Local Solutions) for Information

Technology Products and Services to the Val Verde County Clerk's Office and authorize the Judge to sign.

Jim Bob Barrera, JP#1

32. Requesting authorization to issue a credit card in the name of Jim Bob Barrera.

Stephen Berg, Val Verde County Constable Pct.3

33. Present the Tier 1- Partial Exemption Racial Profiling Report.

Rogelio R. Musquiz, Jr., Purchasing Agent

34. Consider and act on a resolution whereas Val Verde County and Government Capital will enter into a Finance Contract for the purpose of procuring "Vehicle(s) and related Equip".

35. Consider and act on soliciting Bids for the West Gate Defense Control Center at LAFB.

36. Consider and act on authorizing payment to Purchase power in the amount of \$145.99 for Postage expense by the 63rd. District Court.

Joe Frank Martinez, County Sheriff

37. Requesting authorization to accept donation in the amount of \$50.00 dollars from Sarah Boston. Donation to be deposited into the Reserve Account.

Aaron Rodriguez, County Treasurer

38. Monthly Treasurer's Report.

39. Discussion and possible action regarding extending order No. 13.245 dealing with depository agreements.

40. Discussion and possible action regarding going out to bid for depositories.

Fred Hernandez, District Attorney

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41. Discussion and possible action upon request on the second quarter contribution in the amount of \$101,735.82 for fiscal year 2015-2016.

Ramiro G. Barrera, County IT Specialist

42. Consider and take possible action to accept donation from Adult Probation and Juvenile Probation in the form of used computer equipment.

43. Discuss, review and take possible action on vendor selection for audio/video recording system/equipment for Commissioners Court Room.

Juanita Barrera, HR Director

44. Discussion and possible action on a reclassification for Ms. Sandra Velez job position title from Secretary to Community Center Coordinator.

45. Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from December 9, 2015 through January 6, 2016.

1. Beatrice Munoz, Tax Collector/Assessor, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Ana Valencia, Motor Vehicle Deputy Clerk, effective December 18, 2015. Ms. Valencia has resigned.
2. Beatrice Munoz, Tax Collector/Assessor, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Maria Rosales, Motor Vehicle Deputy Clerk with an annual salary of \$19,712.50 effective December 21, 2015. Ms. Rosales is replacing Ana Valencia who resigned.
3. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Jose Castorena, Deputy Sheriff, effective December 29, 2015. Mr. Castorena has resigned his full time position but will remain as a Reserve Deputy.
4. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Ruth Dorie, Clerk, effective January 5, 2016. Ms. Dorie was terminated.
5. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Fidel Navarro as a Deputy Sheriff, effective January 8, 2016. Mr. Navarro has resigned. He will remain as a Deputy Sheriff/Temporary Part time employee at \$25.00/hr. This is a temporary position & it exists only if grant funds are available.

6. Efrain Valdez, County Judge, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Yulissa Martinez, Office Manager with an annual salary of \$23,862.50 effective December 28, 2015. Ms. Martinez is replacing Katelyn Hurta who resigned.

Frank Lowe, County Auditor

46. Monthly Auditor's Report.

Executive Sessions

47. Discussion and possible action regarding Amistad Acres Project.

Ana Markowski Smith, County Attorney

48. 1. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding pending litigation, Cause No. 29,296; Texas RioGrande Legal Aid, Inc. vs. Val Verde County, Texas, et al.: 83rd Judicial District Court, and possible action in open session thereafter.
 2. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
 3. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.
 4. 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.
 5. 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.
 6. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.073, regarding a negotiated contract, lease, or value of real property and possible action in open session thereafter.
 7. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to

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Texas Government Code §551.073, to deliberate a negotiated contract for a prospective gift or donation and possible action in open session thereafter.

8. Ana Markowski Smith, County Attorney, discussion and possible action regarding Gun Free Zones in Val Verde County owned buildings.

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;

49. Approving Subdivision plats.

50. Certificate of compliance.

51. Approving monthly reports from elected officials.

52. Approving bills for payment.

53. Elected official's comments.

54. Judge's comments:

Our next Regular Commissioners Court Meeting will be February 8, 2016, @ 9:00 a.m., **Agenda Items are due Wednesday, February _____, 2016 @ 12: 00 noon.**

55. Adjourn.

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Efrain Valdez
Efrain Valdez, County Judge
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON:
Thursday, January 7th, 2016 at 9:54 AM**

FILED

2016 JAN -7 AM 9:54
GENE RUSA GRACIA RAMON
VAL VERDE COUNTY CLERK
BY LM DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

VOL. 45 PAGE 679

CERTIFICATION

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 7th day of January, 2016 at 9:54 o'clock a. m. and recorded in the minutes of the Val Verde County Commissioner's Court.

Seal



Generosa Gracia-Ramon
Val Verde County Clerk

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

January 11, 2016 at 9:00AM

Carl Esser, Esser & Company

FILED
2016 JAN - 8 AM 8:46
GENEROSA GRACIA-IRAHON
VAL VERDE COUNTY CLERK
BY RW DEPUTY

Consider and Act upon Resolution designating authorized signatures for TxCDBG 7215499.

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.

Efrain Valdez *w/permission*
Efrain Valdez, County Judge
Val Verde County, TX

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Friday, January 08, 2016 at 8:46 AM

CERTIFICATION

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 8th day of January, 2016 at 8:46 o'clock a. m. and recorded in the minutes of the Val Verde County Commissioner's Court.




Generosa Gracia-Ramon
Val Verde County Clerk



REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES

P. O. Box 2097
Lubbock, Texas 79408
Main Phone: (806) 775-1520
Fax: (806) 775-7954

CHIEF PUBLIC DEFENDER
Jack Stoffregen

Deputy Public Defender
Edward Ray Keith Jr.

Office Administrator
Elaine Nauert

Assistant Public Defender
William P.H. Boyles
Robert Cowie
James Drummond
Lisa Harris
Anna Maria Jimenez
Andrea Keilen
Brian D. Lacour
Keri Mallon
Anthony C. Odiome
Maxwell C. Peck III
Dennis R. Reeves
Gary Taylor
Thomas J. "Jay" Wooten
John E. Wright

Senior Investigator
Rudy O'Brien

Investigator
Claudia Bretz
Mike Johnson
Isabel De La Rosa
Kirk D. Noaker, Sr.

Mitigator
Safa Ansari-Bayegan
Krista Billig
Adam Brown
Rachael Etheridge
Robert Graves
Roland Hernandez
Nicole Jackson
Ricardo Jimenez
Patricia Rist
Marina Rodriguez
Seth Starkey
Whitney Wayne
Julie Williams

Legal Assistant
Malerie Bostick
Berenice De Leon
Sherri Griffith
Cynthia Hinojosa
Amber Owen
Dana West

October 6, 2015

Frank L Lowe
Val Verde County Auditor

Re: Interlocal Agreement with the Regional Public Defender for Capital Cases

INVOICE

Interlocal Allocation for Fiscal Year 2016 - \$13,244.21

If you have any questions, please do not hesitate to call our office.

Elaine Nauert

Amarillo (806) 349-4848 Clute (979) 266-7613 Burnet (512) 756-4621 Corpus Christi (361) 946-3056 Lubbock (806) 775-1522 Midland (432) 688-4366 Terrell (972) 551-0100 Wichita Falls (940) 716-8576

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6

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **VAL VERDE COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds in the amount of \$1,300,000 for FY16 and \$1,300,000 for FY17 as appropriated by the 84th Texas Legislature, and cost-sharing commensurate with all eligible counties applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD in the amount of \$2,230,400 for FY16 and the amount of \$1,194,188 for FY17 in addition to the legislative appropriation heretofore described in the paragraph above. It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years

2016 and 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the PD office and a fund balance for emergency situations, counties in the region will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 240 eligible counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 240 eligible counties (50%).

The Interlocal Agreements shall become effective October 1, 2015, and continue through September 30, 2016. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2017, unless otherwise terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD which prevents acceptance of an appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder

cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Jack Stoffregen
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

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

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** 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 the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any

cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 11 day of January, 2016.

COUNTY OF LUBBOCK

COUNTY OF VAL VERDE

Thomas V. Head
Honorable Thomas V. Head
County Judge 3-22-16

Efrain Valdez
Honorable Efrain Valdez
County Judge

ATTEST:

ATTEST:

Kelly Pinion
Honorable Kelly Pinion
Lubbock County Clerk

Ambera Harmon
Val Verde County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jack Stoffregen
Jack Stoffregen
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:



R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

REVIEWED FOR FORM:



County	2010 Pop	% Total Population	Avg cases per yr	%Total Cases	FY16	FY17
Anderson	58,458	0.66%	0.9	0.69%	\$20,828.82	\$20,828.82
Andrews	14,786	0.17%	0.4	0.31%	\$7,307.91	\$7,307.91
Angelina	86,771	0.97%	1.3	1.00%	\$30,492.07	\$30,492.07
Aransas	23,158	0.26%	0.2	0.15%	\$6,398.97	\$6,398.97
Archer	9,054	0.10%	0.0	0.00%	\$1,576.49	\$1,576.49
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$14,919.98	\$14,919.98
Austin	28,417	0.32%	0.9	0.69%	\$15,598.06	\$15,598.06
Bailey	7,165	0.08%	0.6	0.46%	\$8,347.62	\$8,347.62
Bandera	20,485	0.23%	0.1	0.08%	\$4,750.21	\$4,750.21
Bastrop	74,171	0.83%	0.5	0.38%	\$18,831.42	\$18,831.42
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.23%	\$24,481.11	\$24,481.11
Bell	310,235	3.48%	6	4.62%	\$125,018.81	\$125,018.81
Blanco	10,497	0.12%	0.2	0.15%	\$4,194.43	\$4,194.43
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$6,721.11	\$6,721.11
Bowie	92,565	1.04%	2.9	2.23%	\$50,434.37	\$50,434.37
Brazoria	313,166	3.52%	1.2	0.92%	\$68,728.81	\$68,728.81
Brazos	194,851	2.19%	2.7	2.08%	\$65,877.81	\$65,877.81
Brewster	9,232	0.10%	0	0.00%	\$1,607.48	\$1,607.48
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,257.67	\$1,257.67
Brown	38,106	0.43%	1.9	1.46%	\$29,118.52	\$29,118.52
Burleson	17,187	0.19%	0.5	0.38%	\$8,909.32	\$8,909.32
Burnet	42,750	0.48%	0.1	0.08%	\$8,627.01	\$8,627.01
Caldwell	38,066	0.43%	0.1	0.08%	\$7,811.42	\$7,811.42
Calhoun	21,381	0.24%	0.3	0.23%	\$7,272.90	\$7,272.90
Callahan	13,544	0.15%	0.1	0.08%	\$3,541.63	\$3,541.63
Camp	12,401	0.14%	0	0.00%	\$2,159.27	\$2,159.27
Carson	6,182	0.07%	0	0.00%	\$1,076.41	\$1,076.41
Cass	30,464	0.34%	0.5	0.38%	\$11,221.12	\$11,221.12
Castro	8,062	0.09%	0	0.00%	\$1,403.76	\$1,403.76
Chambers	35,096	0.39%	0.2	0.15%	\$8,477.63	\$8,477.63
Cherokee	50,845	0.57%	0.4	0.31%	\$13,586.54	\$13,586.54
Childress	7,041	0.08%	0	0.00%	\$1,225.98	\$1,225.98
Clay	10,752	0.12%	0.3	0.23%	\$5,422.17	\$5,422.17

Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$2,732.15	\$2,732.15
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$4,817.94	\$4,817.94
Comal	108,472	1.22%	0.4	0.31%	\$23,620.60	\$23,620.60
Comanche	13,974	0.16%	0.2	0.15%	\$4,799.85	\$4,799.85
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$17,342.75	\$17,342.75
Coryell	75,388	0.85%	0.8	0.62%	\$22,593.35	\$22,593.35
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$1,945.12	\$1,945.12
Crockett	3,719	0.04%	0.1	0.08%	\$1,830.90	\$1,830.90
Crosby	6,059	0.07%	0.1	0.08%	\$2,238.34	\$2,238.34
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,167.13	\$1,167.13
Dawson	13,833	0.16%	0	0.00%	\$2,408.61	\$2,408.61
De Witt	20,097	0.23%	0	0.00%	\$3,499.31	\$3,499.31
Deaf Smith	19,372	0.22%	0.1	0.08%	\$4,556.41	\$4,556.41
Delta	5,231	0.06%	0.1	0.08%	\$2,094.17	\$2,094.17
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$2,923.85	\$2,923.85
Donley	3,677	0.04%	0.1	0.08%	\$1,823.58	\$1,823.58
Duval	11,782	0.13%	0	0.00%	\$2,051.49	\$2,051.49
Eastland	18,583	0.21%	0.1	0.08%	\$4,419.03	\$4,419.03
Ector	137,130	1.54%	3.8	2.92%	\$68,844.13	\$68,844.13
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.77%	\$37,883.62	\$37,883.62
Erath	37,890	0.43%	1.2	0.92%	\$20,797.53	\$20,797.53
Falls	17,866	0.20%	0.8	0.62%	\$12,577.57	\$12,577.57
Fannin	33,915	0.38%	0.5	0.38%	\$11,822.01	\$11,822.01
Fayette	24,554	0.28%	0	0.00%	\$4,275.36	\$4,275.36
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,122.38	\$1,122.38
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$8,946.60	\$8,946.60
Freestone	19,816	0.22%	0.2	0.15%	\$5,817.06	\$5,817.06
Frio	17,217	0.19%	0.4	0.31%	\$7,731.20	\$7,731.20
Gaines	17,526	0.20%	0.8	0.62%	\$12,518.37	\$12,518.37
Galveston	291,309	3.27%	3.1	2.39%	\$87,406.52	\$87,406.52
Garza	6,461	0.07%	0	0.00%	\$1,124.99	\$1,124.99

Gillespie	24,837	0.28%	0	0.00%	\$4,324.64	\$4,324.64
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,438.75	\$2,438.75
Gonzales	19,807	0.22%	0.7	0.54%	\$11,732.20	\$11,732.20
Gray	22,535	0.25%	0.8	0.62%	\$13,390.54	\$13,390.54
Grayson	120,877	1.36%	1.9	1.46%	\$43,530.67	\$43,530.67
Gregg	121,730	1.37%	2	1.54%	\$44,862.54	\$44,862.54
Grimes	26,604	0.30%	0.2	0.15%	\$6,998.99	\$6,998.99
Guadalupe	131,533	1.48%	1.3	1.00%	\$38,286.06	\$38,286.06
Hale	36,273	0.41%	0.5	0.38%	\$12,232.59	\$12,232.59
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,482.99	\$1,482.99
Hansford	5,613	0.06%	0.1	0.08%	\$2,160.68	\$2,160.68
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.54%	\$17,796.48	\$17,796.48
Harrison	65,631	0.74%	2.8	2.15%	\$44,561.26	\$44,561.26
Hartley	6,062	0.07%	0	0.00%	\$1,055.52	\$1,055.52
Haskell	5,899	0.07%	0	0.00%	\$1,027.14	\$1,027.14
Hays	157,107	1.76%	0.9	0.69%	\$38,005.66	\$38,005.66
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.54%	\$21,957.44	\$21,957.44
Hill	35,089	0.39%	0.5	0.38%	\$12,026.43	\$12,026.43
Hockley	22,935	0.26%	0	0.00%	\$3,993.46	\$3,993.46
Hood	51,182	0.57%	0.6	0.46%	\$16,011.90	\$16,011.90
Hopkins	35,161	0.39%	0.4	0.31%	\$10,855.62	\$10,855.62
Houston	23,732	0.27%	0.4	0.31%	\$8,865.60	\$8,865.60
Howard	35,012	0.39%	0	0.00%	\$6,096.32	\$6,096.32
Hudspeth	3,476	0.04%	0.25	0.19%	\$3,563.60	\$3,563.60
Hunt	86,129	0.97%	2.8	2.15%	\$48,130.39	\$48,130.39
Hutchinson	22,150	0.25%	0.3	0.23%	\$7,406.80	\$7,406.80
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,574.75	\$1,574.75
Jackson	14,075	0.16%	0.3	0.23%	\$6,000.77	\$6,000.77
Jasper	35,710	0.40%	1.5	1.15%	\$23,967.96	\$23,967.96
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.16%	\$92,442.95	\$92,442.95
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.39%	\$28,410.88	\$28,410.88
Johnson	150,934	1.69%	1	0.77%	\$38,114.16	\$38,114.16
Jones	20,202	0.23%	1.1	0.85%	\$16,534.34	\$16,534.34
Kames	14,824	0.17%	0	0.00%	\$2,581.17	\$2,581.17

Kaufman	103,350	1.16%	2.1	1.62%	\$42,845.54	\$42,845.54
Kendall	33,410	0.38%	0.2	0.15%	\$8,184.06	\$8,184.06
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$12,190.77	\$12,190.77
Kimble	4,607	0.05%	0.2	0.15%	\$3,168.86	\$3,168.86
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.54%	\$13,865.87	\$13,865.87
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$4,749.02	\$4,749.02
Lamar	49,793	0.56%	1.9	1.46%	\$31,153.47	\$31,153.47
Lamb	13,977	0.16%	0.1	0.08%	\$3,617.03	\$3,617.03
Lampasas	19,677	0.22%	0.4	0.31%	\$8,159.54	\$8,159.54
Lavaca	19,263	0.22%	0.5	0.38%	\$9,270.79	\$9,270.79
Lee	16,612	0.19%	0.1	0.08%	\$4,075.84	\$4,075.84
Leon	16,801	0.19%	0.1	0.08%	\$4,108.74	\$4,108.74
Liberty	75,643	0.85%	1.7	1.31%	\$33,287.81	\$33,287.81
Limestone	23,384	0.26%	0.9	0.69%	\$14,721.71	\$14,721.71
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,007.79	\$2,007.79
Llano	19,301	0.22%	0	0.00%	\$3,360.71	\$3,360.71
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Lubbock	278,831	3.13%	3	2.31%	\$84,050.50	\$84,050.50
Lynn	5,915	0.07%	0	0.00%	\$1,029.92	\$1,029.92
Madison	13,664	0.15%	0.8	0.62%	\$11,845.91	\$11,845.91
Marion	10,546	0.12%	0.1	0.08%	\$3,019.62	\$3,019.62
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.85%	\$19,407.33	\$19,407.33
Maverick	54,258	0.61%	0	0.00%	\$9,447.45	\$9,447.45
McCulloch	8,283	0.09%	0	0.00%	\$1,442.24	\$1,442.24
McLennan	234,906	2.64%	3.7	2.85%	\$84,685.63	\$84,685.63
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.54%	\$16,293.99	\$16,293.99
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.77%	\$35,665.67	\$35,665.67
Milam	24,757	0.28%	0.4	0.31%	\$9,044.07	\$9,044.07
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,637.26	\$1,637.26
Montague	19,719	0.22%	0.8	0.62%	\$12,900.21	\$12,900.21

Moore	21,904	0.25%	0.3	0.23%	\$7,363.96	\$7,363.96
Morris	12,934	0.15%	0.2	0.15%	\$4,618.76	\$4,618.76
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.31%	\$31,351.76	\$31,351.76
Navarro	47,735	0.54%	0.6	0.46%	\$15,411.70	\$15,411.70
Newton	14,445	0.16%	0.2	0.15%	\$4,881.86	\$4,881.86
Nolan	15,216	0.17%	0.2	0.15%	\$5,016.10	\$5,016.10
Ochiltree	10,223	0.11%	0	0.00%	\$1,780.04	\$1,780.04
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.54%	\$22,532.91	\$22,532.91
Palo Pinto	28,111	0.32%	0.9	0.69%	\$15,544.78	\$15,544.78
Panola	23,796	0.27%	0.2	0.15%	\$6,510.06	\$6,510.06
Parker	116,927	1.31%	0.6	0.46%	\$27,459.47	\$27,459.47
Parmer	10,269	0.12%	0	0.00%	\$1,788.05	\$1,788.05
Pecos	15,507	0.17%	0.5	0.38%	\$8,616.79	\$8,616.79
Polk	45,413	0.51%	1.6	1.23%	\$26,840.80	\$26,840.80
Potter	121,073	1.36%	1.6	1.23%	\$40,014.78	\$40,014.78
Presidio	7,818	0.09%	0	0.00%	\$1,361.28	\$1,361.28
Rains	10,914	0.12%	0.6	0.46%	\$9,000.40	\$9,000.40
Randall	120,725	1.36%	1.6	1.23%	\$39,954.19	\$39,954.19
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$1,759.51	\$1,759.51
Red River	12,860	0.14%	0.5	0.38%	\$8,155.90	\$8,155.90
Reeves	13,783	0.15%	0.1	0.08%	\$3,583.25	\$3,583.25
Refugio	7,383	0.08%	0	0.00%	\$1,285.53	\$1,285.53
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.54%	\$11,177.62	\$11,177.62
Rockwall	78,337	0.88%	0.3	0.23%	\$17,190.12	\$17,190.12
Runnels	10,501	0.12%	0	0.00%	\$1,828.44	\$1,828.44
Rusk	53,330	0.60%	2	1.54%	\$32,952.68	\$32,952.68
Sabine	10,834	0.12%	0.4	0.31%	\$6,619.79	\$6,619.79
San Augustine	8,865	0.10%	1	0.77%	\$13,376.99	\$13,376.99
San Jacinto	26,384	0.30%	1.1	0.85%	\$17,610.75	\$17,610.75
San Patricio	64,804	0.73%	0.3	0.23%	\$14,833.75	\$14,833.75
San Saba	6,131	0.07%	0.7	0.54%	\$9,350.92	\$9,350.92
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$5,312.98	\$5,312.98
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$15,081.09	\$15,081.09
Sherman	3,034	0.03%	0.1	0.08%	\$1,711.62	\$1,711.62
Smith	209,714	2.35%	3.8	2.92%	\$81,482.52	\$81,482.52

Somervell	8,490	0.10%	0	0.00%	\$1,478.29	\$1,478.29
Starr	60,968	0.68%	1.5	1.15%	\$28,365.91	\$28,365.91
Stephens	9,630	0.11%	0	0.00%	\$1,676.78	\$1,676.78
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,085.45	\$3,085.45
Swisher	7,854	0.09%	0.2	0.15%	\$3,734.23	\$3,734.23
Taylor	131,506	1.48%	1.1	0.85%	\$35,914.68	\$35,914.68
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,386.14	\$3,386.14
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$6,813.36	\$6,813.36
Tom Green	110,224	1.24%	0.2	0.15%	\$21,558.97	\$21,558.97
Trinity	14,585	0.16%	0	0.00%	\$2,539.55	\$2,539.55
Tyler	21,766	0.24%	0.5	0.38%	\$9,706.62	\$9,706.62
Upshur	39,309	0.44%	0.9	0.69%	\$17,494.58	\$17,494.58
Upton	3,355	0.04%	0.1	0.08%	\$1,767.52	\$1,767.52
Uvalde	26,405	0.30%	0.4	0.31%	\$9,331.02	\$9,331.02
Val Verde	48,879	0.55%	0.4	0.31%	\$13,244.21	\$13,244.21
Van Zandt	52,579	0.59%	0.7	0.54%	\$17,438.48	\$17,438.48
Victoria	86,793	0.97%	2.4	1.85%	\$43,512.64	\$43,512.64
Walker	67,861	0.76%	0.2	0.15%	\$14,182.69	\$14,182.69
Waller	43,205	0.49%	0.9	0.69%	\$18,172.96	\$18,172.96
Ward	10,658	0.12%	0.1	0.08%	\$3,039.12	\$3,039.12
Washington	33,718	0.38%	0.2	0.15%	\$8,237.69	\$8,237.69
Webb	250,304	2.81%	1.2	0.92%	\$57,783.22	\$57,783.22
Wharton	41,280	0.46%	1.6	1.23%	\$26,121.16	\$26,121.16
Wheeler	5,410	0.06%	0.1	0.08%	\$2,125.33	\$2,125.33
Wichita	131,500	1.48%	1.7	1.31%	\$43,013.68	\$43,013.68
Wilbarger	13,535	0.15%	0.5	0.38%	\$8,273.43	\$8,273.43
Willacy	22,134	0.25%	0.5	0.38%	\$9,820.78	\$9,820.78
Wilson	42,918	0.48%	0	0.00%	\$7,472.92	\$7,472.92
Winkler	7,110	0.08%	0	0.00%	\$1,238.00	\$1,238.00
Wise	59,127	0.66%	0.5	0.38%	\$16,211.94	\$16,211.94
Wood	41,964	0.47%	0.3	0.23%	\$10,856.83	\$10,856.83
Yoakum	7,879	0.09%	0	0.00%	\$1,371.90	\$1,371.90
Young	18,550	0.21%	0.2	0.15%	\$5,596.62	\$5,596.62
Zapata	14,018	0.16%	0.1	0.08%	\$3,624.17	\$3,624.17
Zavala	11,677	0.13%	0	0.00%	\$2,033.21	\$2,033.21

Judge Valdez,

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According to the Whitehead Memorial Museum's By-Laws Article 4, Section 4(b), a representative of the Val Verde County shall sit on the Museum's Board of Trustees. This person must be selected by the governing body of Val Verde County. This person does not need to be a County employee or Commissioner. It may be whoever the Court chooses and agrees on.

Can this matter please be put on the agenda for the next Commissioners Court. Attached is a copy of our By-Laws. If you have any questions, please contact me at 830-774-7568 or on my cell at 830-734-1036.

**Thank you,
Michael Diaz
Director
Whitehead Memorial Museum
1308 S. Main St.
Del Rio, TX 78840
W: (830)774-7568
C: (830)734-1036**

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BYLAWS
OF
WHITEHEAD MEMORIAL MUSEUM
A CITY/COUNTY MUSEUM

AMENDED JUNE 1998
AMENDED JANUARY 2012
Amended May 2014

ARTICLE I
NAME

The name of the museum is: Whitehead Memorial Museum.

ARTICLE II
PURPOSE

The purpose shall be to promote through the establishment and maintenance of a public museum and allied projects; a program which will bring about better understanding and appreciation of:

1. The history of Val Verde County, Texas,
2. The arts,
3. Natural and social sciences associated with the history.

ARTICLE III
MEMBERSHIP

All Trustees shall be a member of the Whitehead Memorial Museum, but not of the corporation.

ARTICLE IV
BOARD OF TRUSTEES

Section 1. Purpose, Powers, and Duties. The Board of Trustees has the general power to 1) control and manage the affairs, funds and property of the corporation; 2)

disburse the corporation's monies and dispose of its property in fulfillment of its Corporate purpose; provided, however, that the fundamental and basic purpose of the Corporation, as expressed in the Certificate of Incorporation shall not thereby be amended or changed, and provided further, that the Board of Trustees shall not permit any part of the net earnings or capital of the Corporation to benefit any private individual.

The Board of Trustees shall appoint a Director who shall be responsible to the Board for the administrative and business management of the Corporation. The Board of Trustees may further delegate authority to committees or to individual Trustees as it deems necessary for the carrying out of the purpose and business of the Corporation.

Section 2. Number. The number of Trustees, which shall be not less than seven (7) or more than Twelve (12), shall be fixed from time to time by the Trustees then serving in office, except that a Trustee's term may not be shortened by a reduction in the Board's size.

Section 3. Election, Term of Office. Trustees shall normally be elected at the annual meeting of the Board of Trustees by a majority vote of the Trustees then serving in office. Candidates for board membership may be nominated for office by a board member or self-nominated by filling out a Board of Trustee Self Nomination Form. Trustees shall be elected to office for a term of three years, or until their successors are duly elected and qualified, except in the case of their earlier death, resignation, or removal from office. The elected Trustees shall be divided into three classes of approximately equal size to provide for the election of approximately one-third of the elected Trustees at each annual meeting.

Section 4(a). Ex-Officio, Honorary and Emeritus Trustees. Not less than two nor more than four members of the Board of Trustees shall be selected from a group composed of direct decedents or spouses of direct decedents of Walter E. Whitehead and Will Whitehead.

The Director of the Whitehead Memorial Museum shall serve ex-officio as a non-voting member of the Board of Trustees. From time to time, by majority vote of the Trustees then serving in office, the Board of Trustees may designate additional ex-officio Trustees with vote or ex-officio Trustees without vote. Ex-officio Trustees with vote shall be counted in determining whether or not a quorum is present at a meeting. Ex-officio Trustees without vote shall not be counted in determining the presence of a quorum.

The Board also may appoint Honorary Trustees and Trustees Emeritus. The terms of such appointments shall be determined by a majority vote of the Trustees then serving.

Section 4(b). City and County Representatives

The Board of Trustees shall have one representative to be selected by the City of Del Rio, Texas, and one representative to be selected by the Commissioner's Court of Val Verde County, Texas. The selection of representatives on the Board of Trustees of the City of Del Rio, Texas, and Val Verde County, Texas, shall be made by the governing

bodies of said City of Del Rio, Texas, and Val Verde County Texas, and such selection shall not be subject to the election provision of this article.

Section4(c). Special

Section 5. Resignation and Removal of Trustees. Any Trustee may resign by giving written notice of his or her resignation to the Board or to the President or Secretary of the Board of Trustees. Such resignation shall take effect at the time specified on such notice and the acceptance of such resignation shall not be necessary to make it effective. Any Trustee may be removed from office, with or without cause, by a two-thirds vote of all Trustees then serving in office. Three consecutive absences shall be considered a resignation. Board members are expected to participate in fund raising activities and events.

Section 6. Vacancies. Vacancies in the Board, however arising, shall be filled by a majority vote of all Trustees then serving in office at any regular meeting of the Board or at a special meeting of the Board called for that purpose.

ARTICLE V MEETINGS

Section 1. Regular Meetings. The frequency and dates of regular meetings of the Board of Trustees shall be fixed by the Board of Trustees. The first Tuesday of the month shall be deemed to be the date of the regular meetings.

Section 2. Special Meetings. Special meetings of the Board of Trustees may be called by the President or Vice President of the Board or shall be called by the Secretary at the request of any three voting Trustees then serving in office.

Section 3. Action Without a Meeting. Action may be taken by the Executive Committee without a board meeting. Documentation or verbal conversation of action taken shall be brought before the full Board at the next regular meeting.

Section 4. Telephone Meetings. Members of the Board or of any committee may participate in a Board meeting through the use of conference telephone or similar communication equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this provision constitutes presence in person at such meeting.

Section 5. Notice of Meetings Notice of the time and place of regular and special meetings shall normally be sent to each Trustee by E-mail to the last known e-mail

address or by written notice to the last known home or business address at least seventy-two (72) hours, but not thirty days prior to the date of such meetings.

Section 6. Waiver of Notice. Notwithstanding the provisions of any of the foregoing sections, a meeting of the Board of Trustees may be held at such time and place without prior notice.

Section 7. Quorum. Unless provided for differently elsewhere in these Bylaws, a majority of the Trustees then serving in office shall constitute a quorum for all meetings of the Board of Trustees. In the absence of a quorum, the Trustees present may still discuss business; however, no official action may be taken.

Section 8. Voting. At any meeting of the Trustees, every voting Trustee present at such meeting shall be entitled to one vote.

ARTICLE VI OFFICERS

Section 1. Principal Officers. The principal officers of the Museum shall be a President, a Vice President, a Treasurer, and a Secretary. All officers shall be elected to office from among the Trustees then serving at the time of the election.

Section 2. Election and Term of Office. The officers of the Board shall normally be elected at any meeting of the board at which a quorum is present, by a vote of the majority of the Trustees present at the meeting. The Board shall prepare a list of nominations for officer positions, and such list shall be mailed to each Trustee then serving, along with the notice of the next meeting of the Board. An Officer shall remain in office, if re-elected, following election or until his or her successor shall have been elected, except in the case of death, resignation, or removal as provided for in these Bylaws. There will be no limit to set to an officer's term except as stated above.

Section 3. Removal of Officers. Any officer may be removed, with or without cause, at any time at any Board meeting at which a quorum is present by a vote of two-thirds of the number of Trustees then serving in office.

Section 4. Vacancies. Vacancies among the officers, however arising, shall be filled by a majority vote of Trustees present at any regular or special meeting of the Board at which a quorum is present. The list of nominations for officer positions, recommended

by the Board, shall be included with the notice of the meeting at which election is proposed.

Section 5. President. The President shall preside at all meetings of the Board and of the Executive Committee and generally do and perform all acts incident to the office of President and shall have such additional powers and duties as may from time to time be assigned to him or her by the Board. Unless otherwise provided for in these Bylaws, the President shall appoint the chairs of any Board Committee and be an ex-officio voting member of each Board Committee.

Section 6. Vice President. In the absence, of inability to act, of the President, the Vice President shall exercise the powers and perform the duties of President. The Vice President shall also generally assist the President and shall have such other powers and perform such other duties as may from time to time be designated by the President or by the Board of Trustees.

Section 7. Treasurer. The Treasurer shall act under the supervision of the Board and shall have charge and custody of, and be responsible for, all the funds of the Corporation and shall keep or cause to be kept an accurate and adequate record of the assets, liabilities, and transactions of the Corporation. He or she shall deposit, or cause to be deposited, all monies and other valuable affects of the Corporation in the name of and to the credit of the Corporation in such banks, trust companies, or other depositories as may be designated from time to time by the Board of Trustees. He or she shall disburse, or cause to be disbursed, the funds of the Corporation based upon proper vouchers for such disbursement. In general, he or she shall perform the duties incident to the office of Treasurer and such other duties as my from time to time be assigned to him or her by the President or the Board.

Section 8. Secretary. The Secretary shall keep, or cause to be kept, the minutes of all meetings of the Boards and of the Executive Committee in one or more books provided for that purpose and shall see that the minutes of meetings of the Board and of the Executive Committee are distributed promptly to all members of the Board of Trustees. He or she shall see that all notices are duly given in accordance with these Bylaws and as required by law. He or she shall have charge of the books, records and papers of the Corporation relating to its organization as a Corporation and shall see that all reports, statements, and other documents required by law are properly kept or filed, except to the extent that the same are to be kept or filed by the Treasurer. In general, he or she shall perform all duties incident to the office of Secretary and such other duties as my from time to time be assigned to him or her by the President or by the Board of Trustees.

Section 9. Bonding. Any officer of the Board of Trustees or employee of the Corporation shall, if required by the Board of Trustees, give such security for the faithful performance of his or her duties as the Board of Trustees may require.

ARTICLE VII COMMITTEES

Section 1 Membership. Normally, the President of the Board of Trustees shall appoint the chair of each Board committee. Normally, the chair of each committee shall appoint the other committee members in consultation with the President of the Board and appropriate management staff. Each committee normally shall consist of at least three members, at least one whom shall be a voting member of the Board of Trustees may include as full voting members of such committee such person, whether or not Trustees or Offices of the Board, as the Board of Trustees shall determine. Each such committee shall have power to the extent delegated to it by the Board of Trustees.

Section 2. Executive Committee. The Executive Committee shall include in its membership, the officers of the Corporation and such other Trustees as may from time to time be designated by vote of the Board of Trustees. Unless a different person is designated Chair of the Executive Committee by resolution of the Board, the President of the Board shall serve as Chair. All members of the Executive Committee shall be voting members of the Board of Trustees.

The Executive Committee shall, during intervals between meeting of the Board exercise all the powers of the Board in the management of the business and affairs of the Corporation, except as otherwise provided by law, these Bylaws, or by resolution to constitute a quorum and the act of a majority of the members of the Executive Committee present. The Committee shall keep full and fair records and accounts of its proceedings and transactions. The minutes of the Executive Committee shall be distributed to all members of the Board of Trustees. All actions by the Committee shall also be reported to the Board at its next meeting and shall be subject to approval by the Board.

Section 3. Committee Meetings. Unless otherwise provided for in these bylaws, a majority of the members then serving on a Committee constitutes a quorum for the meeting of the Committee and the vote of a simple majority of those present at a meeting at which a quorum is present, constitutes an action of the Committee. Each Committee shall determine and schedule the number of regular meetings it will hold each year.

ARTICLE VIII INDEMNIFICATION

Each person who is or shall be or shall have been a Trustee or Officer of the Board of Trustees and his or her personal representatives shall be protected by the Corporation against all costs and expenses reasonably incurred by or imposed upon him or her in connection or resulting from any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a Trustee or Officer of the Board of Trustees or of any subsidiary or affiliate in such action, suit, or proceeding to have acted in bad faith and to have been liable by reason of willful misconduct or willful negligence in the performance of his or her duty as Trustee or Officer. Costs and expenses of actions for which this Article provides indemnification shall include among other things, attorneys' fees, damages, and reasonable amounts paid in settlement.

ARTICLE IX MISCELLANEOUS

Section 1. Personal Liability. No Trustee or Officer of the Board of Trustees shall be held personally liable for any debts of the Corporation.

Section 2. Fiscal Year. The fiscal year for the Corporation shall begin October 1, and end September 30.

Section 3. Contracts, Checks, Bank Accounts, Etc. The Board of Trustees is authorized to select such banks or depositories as it shall deem proper for the funds of the Corporation. The Board shall determine who if anyone, in addition to the President and the Treasurer, shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for the payment of money, acceptances, notes, or other evidences of indebtedness, or enter into contracts or to execute and deliver other documents and instruments.

Section 4. Loans. This Corporation shall not make any loan of money or property to or guarantee the obligation of any Trustee, Officer, or Employee. Provided, however, that this Corporation may advance money to a Trustee, Officer of the Board of Trustees, or Employee of the Corporation or any subsidiary for expenses reasonably anticipated to be incurred in the performance of duties of such Trustee, Officer, or Employee so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

ARTICLE X AMENDMENTS

These Bylaws may be altered, amended, or repealed in whole or in part at any duly organized meeting of the Board of Trustees of the Corporation, by a two-thirds majority vote of the voting Trustees then in office. Any proposal to amend these Bylaws shall be included with the notice of the meeting at which the amendment is proposed.

#9 Table

CEA MEMBERSHIP FY: 2016

County/State: Val Verde/Texas

County Official: County Judge Efrain Valdez

Amount Due: \$ 488.79

Due Date: UPON RECEIPT



**2016
Membership
Dues**

Please make any necessary changes below.

Name of Applying County Official: _____
 Title: _____ County Name: _____
 Street Address: _____

 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 E-mail: _____
 Assistant or CEA Liaison: _____

*****Please disregard if dues have already been submitted.*****

Checks may be made payable to
"County Executives of America"
 and mailed to:

County Executives of America
 1100 H Street NW, Suite 920
 Washington, DC 20005
 info@countyexecutives.org
 www.countyexecutives.org
 Federal Tax ID# 52-1943986

(National Council of Elected County Executives D.B.A. County Executives of America)
 Inquiries: call (202) 628-3585 and be sure to have county, state and ID number ready.

Thank you for staying with CEA! The only non-partisan association dedicated specifically to chief elected county officials. Dues are calculated using a formula of 1 cent per county resident.

Office use only

DATE RECEIVED:

CHECK #.....

**CAFETERIA PLAN
ADMINISTRATION SERVICES AGREEMENT**

This agreement specifies the services to be provided to **Val Verde County (EMPLOYER)** In the administration of **Val Verde County's Section 125 CAFETERIA PLAN** and by **ZESCH & PICKETT ADMINISTRATORS, INC.** and the specific responsibilities of Employer and Administrator.

**SERVICES TO BE PROVIDED BY
ZESCH & PICKETT ADMINISTRATORS, INC.**

1. Provide a legal Section 125 Plan Document which may be reviewed by Client and/or Client's legal counsel. If any changes to Plan Document are necessary they will be made to maintain legality of said Document.
2. Design a Summary Plan Description to be distributed by the Plan Administrator during open enrollment. Provide additional copies to the Employer for new employees hired during the plan year.
3. Provide the Employer with Participant election forms to be used during the enrollment process.
4. Prepare and conduct seminars(s) to the employees to explain the Cafeteria Plan and answer questions.
5. Enroll interested employees and get necessary forms signed.
6. Process initial election forms to initiate the administration function.
7. Provide the Employer with monthly and annual accounting reports of all funds redirected through Plan.
8. Provide discrimination testing results to the Employer and make any adjustments necessary to maintain compliance.
9. Provide Dependent Care Assistance Participants with instructions on reimbursement procedures.
10. Provide the Employer with information for IRS Form W2 for Participants with dependent Care Benefits in a timely manner.

11. Provide each Health Care Reimbursement Participant with Claim Forms and instructions for filing claims (minimum claim amount is \$25). Health Care Reimbursement Claims will be processed and eligible claims will be paid every Tuesday and mailed by Plan Administrator to Participant.
12. Provide Health Care Reimbursement Participant with reminder statements of account balances approximately 6 weeks before the end of the applicable Plan Year.
13. Maintain a bank trust account for all funds collected and accepts fiduciary liability for the amount of funds collected from the Plan.
14. Accepts liability for all reporting, disclosure, non-discrimination testing to the extent that the information received by the Administrator from the Employer is correct.
15. Prepare Form 5500 for the Internal Revenue Service. (if applicable)
16. Provide forms to the Employer for use by the Employer in communicating Participant terminations and changes of family status.

RESPONSIBILITIES OF EMPLOYER

1. Review the Cafeteria Plan Document and Summary Plan Description and secure approval from legal counsel (optional).
2. Return to Zesch & Pickett Administrators, Inc. a copy of each election form signed by the employees that did not attend the annual enrollment meetings or new employees that are hired and become effective during the plan year.
3. Report participant terminations and family status changes to Zesch & Pickett Administrators, Inc. within 10 days of occurrence of each event. Report eligible new employees on a monthly basis for discrimination testing purposes.
4. Initiate any action required in the event plan becomes discriminatory.
5. Send redirected payroll amounts each pay period to Administrator for the Dependent Care Assistance and Health Care Reimbursement Accounts. Pay any pre-funded amounts for the Health Care Reimbursement claims upon request (not more frequently than monthly) from Administrator. Send all fees and Participant administration charges to Administrator in a timely manner.

6. Pay all insurance premiums directly to insurance provider in a timely manner, and notify Administrator of change in carrier, premium rates, or any significant change(s) in benefits provided.

FEEES AND TERMS OF PAYMENT

The fee schedule is attached as Exhibit A. Zesch & Pickett Administrators, Inc. has the right to change the fee schedule for administration charges each year by giving at least 30 days written notice to Employer.

REPORTS AND DATA

All reports and data remain the property of the Employer. Zesch & Pickett Administrators, Inc. will provide Employer all data upon request, in the electronic or printed format used by Zesch & Pickett Administrators, Inc. in its administration procedures.

TERMS OF AGREEMENT

The agreement will be effective from the date both parties execute the agreement until it is terminated. Either party can terminate this agreement with 30 days written notice.

ADMINISTRATION SITE

Zesch & Pickett Administrators, Inc. will administer the Plan of Employer at 430 West Beauregard, San Angelo, Texas 76903.

EXECUTION OF AGREEMENT

This agreement is accepted and executed by the following authorized officers:

BY: Erin Valdez

TITLE: County Judge

FOR: VAL VERDE COUNTY

BY: Marguerite J. Pickett

TITLE: PLAN ADMINISTRATOR

FOR: ZESCH & PICKETT ADMINISTRATORS, INC.

DATE: 12-28-15

MEMORANDUM OF UNDERSTANDING

**BETWEEN
VAL VERDE COUNTY
AND**

63rd/83rd JUDICIAL DISTRICT JUVENILE PROBATION DEPARTMENT

This Memorandum of Understanding (MOU) is entered by and between the County of Val Verde, Texas (VVCO) and the 63rd/83rd Judicial District Juvenile Probation Department (Juvenile Probation Department) as approved by the Val Verde County Commissioners Court on January 11, 2016.

Purpose

The purpose of this MOU is to provide the Juvenile Probation Department with resources necessary for the operation of the Juvenile Probation Department. VVCO has resources available that can assist the Juvenile Probation Department with operations. The Juvenile Probation Department requires human resources services; health, dental, general liability and vehicle insurance coverage, workers compensation coverage; retirement benefits; and services relating to the purchase and/or use of motor vehicles. Employees of the Juvenile Probation Department are not employees of Val Verde County. Thus, the need for this MOU.

Reporting

The VVCO Human Resources Department shall maintain records relating to recruitment, employment, and processing Juvenile Probation Department employees as well as records relating to health insurance, dental insurance and retirement benefits. The VVCO Risk Management Department shall maintain records relating to workers compensation coverage, general liability insurance and vehicle insurance covering Juvenile Probation Department employees. The VVCO Purchasing Agent shall maintain records relating to motor vehicles purchased by or on behalf of the Juvenile Probation Department.

The Juvenile Probation Department shall maintain its own set of records supporting the recruitment and hiring of employees, the cost of providing employees with VVCO health insurance, dental insurance, retirement benefits, workers compensation coverage and general liability insurance. It shall maintain its own set of records regarding the purchase and use of motor vehicles and records supporting the purchasing of motor vehicles and reimbursement to VVCO for the purchase of motor vehicles.

Roles and Responsibilities:

VVCO shall:

- Provide the Juvenile Probation Department assistance with human resources services to enable it to recruit, hire, process employees and maintain its personnel records in the same manner as VVCO employees are recruited, hired, processed and have their personnel records maintained;
- Assist Juvenile Probation Department employees with completing required legal documents such as W-4s and I9s through its human resources department and reporting employment of new employees to the Texas Office of the Attorney General, Child Support Division;

- Assist Juvenile Probation Department employees with completing forms required for enrollment in health insurance, dental insurance, retirement benefits and direct deposit forms through its human resources department;
- Enroll Juvenile Probation Department employees in VVCO's health and dental insurance policy through its human resources department;
- Enroll Juvenile Probation Department employees in VVCO's retirement benefits through its human resources department;
- Enroll Juvenile Probation Department in the county's workers compensation program through its risk management department;
- Provide general liability insurance to cover Juvenile Probation Department employees;
- Provide vehicle insurance insuring vehicles used by Juvenile Probation Department employees;
- Provide purchasing services for the purchase and/or use of motor vehicles by Juvenile Probation Department employees through its purchasing agent; and
- Provide the Juvenile Probation Department with an invoice with payment due for services provided 30 days prior to the date the payment is due.

The Juvenile Probation Department shall:

- Provide the Human Resources Department with a job description, hire date, rate of pay and employment status of each job opening at least five (05) business days before the position is required to be posted;
- Provide VVCO's Human Resources Department with notice of any separation of employment by any employee within five (05) business days;
- Provide VVCO's Risk Management Department with a list of current employees who are required to be covered by general liability insurance and workers compensation benefits and report any additions or deletions to the employee list within five (05) business days of the employee's hire date or termination date;
- Report any incident requiring general liability insurance, motor vehicle coverage and workers compensation coverage no later than 24 hours that the incident occurred to VVCO's Risk Management Department; and
- Remit payment to VVCO's County Treasurer annually.

Duration

This MOU shall commence on October 1, 2015 and will terminate on September 30, 2018.

This MOU is the complete agreement between the County of Val Verde and the 63rd/83rd Judicial Department and may be amended only by written agreement signed by the authorized representative of each party.

Cost

The cost for providing these services by VVCO is \$226.36/employee/year for Human Resources Services. All other costs such as insurance and purchasing services will be reimbursed as actual costs.

Approval

Each undersigned below certifies that he or she fully read, and will adhere to the terms and conditions of, the above Memorandum of Understanding.

Authorized Official for County of Val Verde:

FOR VAL VERDE COUNTY

Val Verde County
400 Pecan Street
Del Rio, Texas 78840
Tel: (830)774-7501
Fax: (830)774-9406

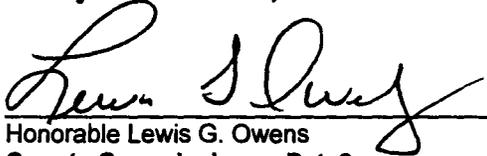
**FOR 63rd/83rd JUDICIAL DISTRICT JUVENILE
PROBATION DEPARTMENT**



Honorable Sergio J. Gonzalez
Judge, County Court-at-Law
400 Pecan Street, 2nd floor
Del Rio, Texas 78840
Tel: (830) 774-7575
Fax: (830) 778-7440
email: sergio_gonzalez@valverdecountry.org



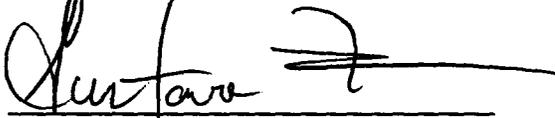
Honorable Ramiro V. Ramon
County Commissioner, Pct. 1



Honorable Lewis G. Owens
County Commissioner, Pct. 2



Honorable Robert "Beau" Nettleton
County Commissioner, Pct. 3



Honorable Gustavo Flores
County Commissioner, Pct. 4

MEMORANDUM OF UNDERSTANDING

BETWEEN

VAL VERDE COUNTY

AND

63rd/83rd JUDICIAL DISTRICT ADULT PROBATION DEPARTMENT

This Memorandum of Understanding (MOU) is entered by and between the County of Val Verde, Texas (VVCO) and the 63rd/83rd Judicial District Adult Probation Department (Adult Probation Department) as approved by the Val Verde County Commissioners Court on January 11, 2016.

Purpose

The purpose of this MOU is to provide the Adult Probation Department with resources necessary for the operation of the Adult Probation Department. VVCO has resources available that can assist the Adult Probation Department with operations. The Adult Probation Department requires human resources services. Employees of the Adult Probation Department are not employees of Val Verde County. Thus, the need for this MOU.

Reporting

The VVCO Human Resources Department shall maintain records relating to recruitment, employment, and processing Adult Probation Department employees.

The Adult Probation Department shall maintain its own set of records supporting the recruitment and hiring of employees.

Roles and Responsibilities:

VVCO shall:

- Provide the Adult Probation Department assistance with human resources services to enable it to recruit, hire, process employees and maintain its personnel records in the same manner as VVCO employees are recruited, hired, processed and have their personnel records maintained;
- Assist Adult Probation Department employees with completing required legal documents such as W-4s and I9s through its human resources department and reporting employment of new employees to the Texas Office of the Attorney General, Child Support Division; and
- Provide the Adult Probation Department with an invoice with payment due for services provided 30 days prior to the date the payment is due.

The Adult Probation Department shall:

- Provide the Human Resources Department with a job description, hire date, rate of pay and employment status of each job opening at least five (05) business days before the position is required to be posted;
- Provide VVCO's Human Resources Department with notice of any separation of employment by any employee within five (05) business days; and
- Remit payment to VVCO's County Treasurer annually.

Duration

This MOU shall commence on October 1, 2015 and will terminate on September 30, 2018.

This MOU is the complete agreement between the County of Val Verde and the 63rd/83rd Judicial Department and may be amended only by written agreement signed by the authorized representative of each party.

Cost

The cost for providing these services by VVCO is \$226.36/employee/year.

Approval

Each undersigned below certifies that he or she fully read, and will adhere to the terms and conditions of, the above Memorandum of Understanding.

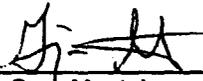
Authorized Official for County of Val Verde:

FOR VAL VERDE COUNTY

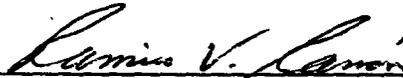


Honorable Efrain Valdez
Val Verde County Judge
400 Pecan Street
Del Rio, Texas 78840
Tel: (830)774-7501
Fax: (830)774-9406
email: evaldez@valverdecountry.org

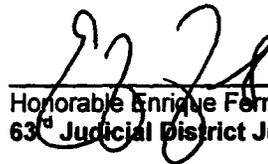
FOR 63rd/83rd JUDICIAL DISTRICT ADULT PROBATION DEPARTMENT



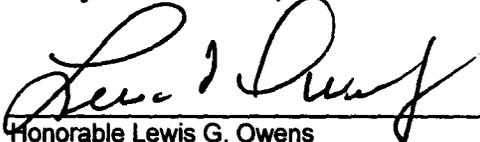
Mr. Greg Montalvo
Chief Probation Officer
200 Griner Street
Del Rio, Texas 78840
Tel: (830) 774-7555
Fax: (830) 775-4854
email: gmontalvo@valverdecscd.org



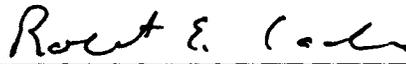
Honorable Ramiro V. Ramon
County Commissioner, Pct. 1



Honorable Enrique Fernandez
63rd Judicial District Judge



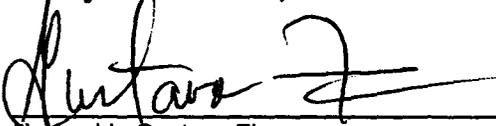
Honorable Lewis G. Owens
County Commissioner, Pct. 2



Honorable Robert E. Cadena
83rd Judicial District Judge



Honorable Robert "Beau" Nettleton
County Commissioner, Pct. 3



Honorable Gustavo Flores
County Commissioner, Pct. 4

#12

Tuesday, January 5, 2016

- ▶ HOME
- ▶ REGISTER
- ▶ CALENDAR
- ▶ CONTACT US
- ▶ UPDATES

The Office of the Governor (OOG) may solicit applications for grants in the form of a Request for Applications (RFA) through the Secretary of State's Texas Register. RFA notices serve to inform potential applicants of available funding opportunities. In addition to an RFA, OOG may solicit applications for grants in the form of a Request for Proposals (RFP). The chart below lists each funding opportunity along with the method used to solicit applications and the deadline for submitting applications through eGrants to OOG.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

FUNDING OPPORTUNITY	DETAILS	DATE AVAILABLE	DUE DATE
Homeland Security Grant Program - State Homeland Security Program (SHSP)	RFA	12/18/2015	02/29/2016
General Victim Assistance - Direct Services Programs	Funding Announcement	12/30/2015	02/26/2016
Violent Crimes Against Women Justice and Training Projects	Funding Announcement	12/30/2015	02/26/2016
Victims Assistance Training Program	Funding Announcement	12/30/2015	02/26/2016
Juvenile Justice Local Grant Program	Funding Announcement-Local	12/30/2015	02/26/2016
Juvenile Justice Statewide Grant Program	Funding Announcement-Statewide	12/30/2015	02/26/2016
Justice Assistance Grant (JAG) Program	Funding Announcement	12/30/2015	02/26/2016
Specialty Court Program	Funding Announcement	12/30/2015	02/26/2016
Residential Substance Abuse Treatment (RSAT) Program	Funding Announcement	12/30/2015	02/26/2016
Coverdell Forensic Sciences Improvement Program	Funding Announcement	12/30/2015	02/26/2016
Crime Stoppers Assistance Fund	Funding Announcement	12/30/2015	02/26/2016
County Essential Services Program	* Approval Req'd	TBA	Open
Body Camera Program	Description	TBA	Open

* Prior approval is required before the grant applicant can submit certain types of applications (referenced above) to OOG. Contact the eGrants Help Desk by email and include a brief description of your proposed project, the funding opportunity you are interested in, and the contact information of the person responsible for preparing the grant application.

Each applicant is required to submit a complete Grant Application Kit to OOG through eGrants. Instructions for submitting an application kit are available [here](#).

Grant applicants are responsible for contacting their appropriate regional council of governments (COG) regarding their applications. Each of Texas' 24 COG's holds its own grant development workshops and facilitates application prioritization for the following programs within its region:

- General Victim Assistance - Direct Services Programs;
- Violent Crimes Against Women Criminal Justice and Training Projects;
- Juvenile Service Projects;
- Justice Assistance Grant (JAG) Programs; and
- State Homeland Security Programs.

2016-2017 beginning 9-1-2016 thru 8-31-2017
 Application to the Office of the Governor for funds
 grant funds for the DWI / Drug Specialty Court



Office of the Governor
Criminal Justice Division

Funding Announcement:
Specialty Court Programs

December 30, 2015

VOL. 45 PAGE 717

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Purpose

The purpose of this announcement is to support specialty problem-solving courts as defined in Chapter 121 of the Texas Government Code. Courts allowed under this announcement include family drug court programs, adult drug court programs, juvenile drug court programs, veterans court programs, mental health court programs, commercially sexually exploited persons court programs, and problem-solving court programs that combine two or more types of court programs above into a multi-purpose program designed to bring multiple types of treatment for co-occurring disorders or issues.

Funds Available

It is anticipated that up to \$8.5 million may be funded under this announcement.

Budget

The minimum award amount allowed under this program is \$10,000. There is no maximum award amount for this program.

Match

No match is required under this program.

Project Periods

A project funded may not exceed a 12-month period.

Organizational Eligibility

Applications may be submitted by counties and judicial districts.

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Specialty Court Programs

The goal of the Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. CJD is accepting applications for specialty problem-solving court programs that seek to address the underlying issues or diagnoses of offenders in an effort to reduce recidivism and save valuable time and resources for the criminal justice system. The types of court programs eligible under this funding announcement include:

- Family drug court programs
- Adult drug court programs
- Juvenile drug court programs
- Veterans court programs
- Mental health court programs
- Commercially sexually exploited persons court programs
- Problem-solving court programs that combine two or more types of courts above into a multi-purpose court designed to bring multiple types of treatment for co-occurring disorders or issues.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- **Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Apply in eGrants.** Compile and submit your grant application. To understand how to apply online or to register for the system go to <https://eGrants.gov.texas.gov>.
- **Step Four – Funding Decisions and Grant Acceptance.** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	December 21, 2015
Online System Opening Date	December 30, 2015
Final Date to Submit an Application	February 26, 2016 at 5PM CST
Earliest Start Date	September 1, 2016

Action	Date
Latest Start Date	November 1, 2016

Submission Method

Applicants must submit applications through via eGrants (<https://eGrants.gov.texas.gov>) by the deadline listed above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by counties and judicial districts. Eligible applicants must either a) have received written verification from CJD that the court program is in compliance with Texas Government Code, Title 2, Section 121.002 (c) (1).or b) submit along with the grant application the required documents listed in Section 121.002 (c) (1).

Funding and Project Period Limits

Funding Limits. The minimum award under this program is \$10,000. There is no maximum award amount under this program. Cost-effectiveness will be a significant consideration for selection.

Project Period. A project funded may not exceed a one-year grant period.

Available Funding. It is anticipated that up to \$8.5 million may be funded under this announcement.

Source of Funding. State funds are authorized under Section 102.056 of the Texas Code of Criminal Procedure and Section 772.006 of the Texas Government Code, which designates CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees.

Texas Code of Criminal Procedure, Section 102.056 and Texas Government Code, Section 772.006 authorize the use of state funds to support criminal justice projects including specialty courts, and designate CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees. All awards are subject to the availability of funds appropriated by the Texas Legislature for the 2016-2017 biennium.

Match Requirement

There is no match requirement under this program.

Ineligible Costs and Activities

Grant funds may not be used to support the following services, activities, and costs:

1. Supplanting or use of grant funds to replace any other existing federal, state or local funds;
2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
3. Lobbying;
4. Fundraising;

CJD Funding Announcement: Specialty Court Programs

5. Membership dues for individuals;
6. Promotional gifts;
7. Construction, renovation, or remodeling;
8. Medical Services;
9. Any other prohibition imposed by federal, state or local law or regulation;
10. Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by CJD;
11. Vehicles or equipment for government agencies that are for general agency use;
12. Weapons, ammunition, explosives or military vehicles;
13. Transportation, lodging, per diem or any related costs for participants when grant funds are used to develop and conduct training; and

Reporting Requirements

Financial and Progress Reports. At the end of each quarter of state fiscal year during the one-year grant period, grantees will be required to submit a financial status report via eGrants and a progress report via <https://cjd.tamu.edu/> in the format required by CJD.

Program-Specific Requirements

Program Areas. The following types of programs are eligible under this funding announcement:

- Family drug court programs
- Adult drug court programs
- Juvenile drug court programs
- Veterans court programs
- Mental health court programs
- Commercially sexually exploited persons court programs
- Problem-solving court programs that combine two or more types of courts above into a multi-purpose court designed to bring multiple types of treatment for co-occurring disorders or issues.

Program Requirements. All programs funded under this funding announcement must comply with the following requirements.

- The court program must meet all requirements in the Texas Government Code, Section 121.002, which include:
 - a) written notice of the program
 - b) any resolution or other official declaration under which the program was established; and

CJD Funding Announcement: Specialty Court Programs

- c) a copy of the applicable community justice plan that incorporates duties related to supervision that will be required under the program.
- The court program must also be registered with the Texas Department of State Health Services, Clinical Management for Behavioral Health Services database. Information about registration procedures may be accessed at <http://www.dshs.state.tx.us/cmbhs/default.shtm>.
- The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge.

Program income. Applicant must agree to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant must also agree to report program income to CJD through a formal grant adjustment, to secure CJD approval prior to use of the program income, to use program income only for allowable costs, and to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds. For the purposes of this program, the additive method applies for the first \$60,000 in program income generated. Thereafter, the deductive method applies, unless the grantee receives a waiver from CJD.

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2010 through 2014.

Immigration and Customs Enforcement Requests. If the applicant organization is a sheriff's department or the project is providing direct resources to or is being implemented by a sheriff's department, the following certification applies: "I certify that the applicant sheriff's department (department) participates fully, and will continue throughout the grant period to participate fully, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I further certify that the department has no policy, procedure, or agreement that limits or restricts the department's full participation in all aspects of the programs and procedures utilized by DHS to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I agree that failure to comply with this certification will result in CJD terminating the grant and the department shall return all funds received to CJD. Additionally, I agree that the department will remain ineligible for future CJD funding until

it can provide satisfactory evidence that the jurisdiction has been in compliance with this requirement for a period of at least one year.”

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- Applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants (<https://eGrants.gov.texas.gov>).

Program-Specific Questions

The eGrants system will provide additional information about the requirements of applying and contents of the application. Answer these questions in Section 1, Project-Specific Questions under the Narrative tab. Following are some key aspects:

Type of Program. Check all of the boxes that apply to indicate the type(s) of court programs requested.

General Approaches. Check all of the boxes that apply to indicate the points within the justice system that apply. (pre-adjudication, post-adjudication, reentry, civil).

CJD Registration. Provide the information needed to understand if the court program has met all of the requirements for registration under Chapter 121, Government Code.

Jurisdiction. Provide the name of the court administering the Specialty Court program.

Establishment Date. If the court program has commenced operations, provide the date that it was established.

Presiding Judge. Enter the name, phone number, and email address of the Presiding Judge for the specialty court.

Specialty Court Coordinator. Enter the name, phone number and email address of the Specialty Court Coordinator. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a coordinator is appointed.

Federal Funding. Has the specialty court program ever applied for or received federal funding? If yes, provide additional information requested.

Sustainment. Applicant must be able to provide the number of years that are planned to request for continuation funding, a longer term sustainment plan or why a plan is not possible.

Project Narrative

Within eGrants, applicants will complete several narrative fields. Below is each area along with specific instructions on the minimum requirements.

Project Abstract. Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

Problem Statement. Provide a description of the nature and scope of the problem that this project will address. This must be a statement of the core, underlying problem. A lack of resources is not, in and of itself, a problem.

Supporting Data. Provide supporting data, including baseline statistics and the sources of your data, to provide evidence that the problem exists, its size and scope, and its effects on the target population. Do not use statewide data for a local problem or national data for a statewide problem.

Project Approach & Activities. Provide the core information needed to understand the methodologies, approaches, and activities to be employed by the project. A reader should also be able to understand how the approach ties to solving the stated problem. Additionally, for this program, be sure to include the following as part of your response:

- Explain how the program will address the key components provided in the Texas Government Code, Title 2, Subtitle K, Specialty Courts for the specific court program for which funding is sought.
- Provide the method that will be used to access the target population.
- How will the program ensure thorough and accurate assessment of each participant to identify specific needs of each?
- How will the court program identify and address participants with multiple underlying issues or co-occurring disorders (ex. drug addiction and mental health, or veteran facing family-related legal challenges)?
- How will the court program partner with other agencies/organizations to address all identified needs of participants?
- Will the court program have Generated Program Income (GPI)? How much is the participant charged?
- Is this a regional program? If not, how will this court program work to collaborate with smaller counties to serve the rehabilitation and treatment needs of those with less access to resources.

Capacity & Capabilities. Describe the applicant organization’s background as well as organizational and staff capabilities and qualifications to carry out this specific project using the methods provided above. Additionally, for this program, be sure to include the following as part of your response:

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- Provide description of the team and necessary staff and role of each in achieving the court program's goals.
- List any training or certifications received that have prepared or will prepare staff to properly execute stated program goals.
- Describe your staff training plan.
- If probation officers are included in the grant budget, what are the specific duties assigned to these probation officers and how do those duties differ from those of probation officers working elsewhere.

Performance Management. Provide an understanding of how the applicant organization will measure success for this project. What are the project's goals and objectives and what are the project's performance measures, both output and outcome? How do these goals, objectives, and measures tie to the problem that the project seeks to solve? What is the current baseline information for these measures as well as the goals for the project period?

- Goals are broad statements that indicate the general intentions of the project to achieve some outcome. They do need to be measurable in and of themselves and may be abstract in nature.
- Objectives are clear, tangible, and specific statements of what the project is trying to achieve, and should be tied to making progress towards achieving the stated goals. Objectives should be expressed in the following form: To [reduce/increase/enhance/etc.] [something], by [x amount], by [dd/mm/yy date]. A project can have multiple objectives.
- Measures use data to provide verifiable, numeric information that tie to one or more of the stated objectives and indicate progress toward its achievement. Measures might include volume, time savings, cost savings, resource savings, success rates, conformance rates, timeliness, perception shifts, or other factors. (The most relevant and impactful project-specific measures must be included under the Measures tab in eGrants.)

Be sure to address the court program plan for continuous self-assessment.

Data Management. Provide an understanding of how the applicant organization plans to track and maintain the data needed to determine whether the project is meeting the goals, objectives, and measures stated above. Additionally, for this program, be sure to include the following as part of your response:

- Describe the method used for data collection. If the program uses a case management system, describe its capabilities.
- List the specific types of data that will be collected for each participant to measure the court programs performance.

Target Group. Describe the population that this project plans to help or support. For direct service projects, describe the size and basic demographics for the people served. For other projects, describe the specific geographic and demographic populations to be impacted, affected, or helped by this project. Be specific and use supporting data. Additionally, for this program, be sure to include the following as part of your response:

CJD Funding Announcement: Specialty Court Programs

- Indicate whether the program focuses high risk – high (addicted and likely to reoffend) need population

Evidence-Based Practices. Describe the research or evidence that led the applicant organization to select the methods described above. Wherever possible, provide at least one citation or link to a supportive evaluation or research study. If the project approach and activities described above are not based on existing evidence, describe why the applicant organization believes the method to be promising. Additionally, for this program, be sure to include the following as part of your response:

- List the source(s) used to develop the program model. Identify the best practices (cite sources) the program will incorporate and which best practice standards the program will focus on meeting.
- How will the court program routinely assess performance in ensure adherence to best practices and to update the program where needed?

Step 4: Funding Decisions and Grant Acceptance

Selection Criteria

Merit review. The CJD executive director will assign a group, to include the Specialty Courts Advisory Council, to review all applications for quality, capability, and reasonableness of budget and to assign scores to applications. These scores will be a significant decision making factor.

Final Review. CJD will review all applications for quality, capability, and past performance and may consider other factors in determining which programs to fund such as geographic distribution, fairness among different sizes of population areas, need based on crime rate or other similar factors, including economic factors. If the interest in grant funds exceeds available funding, CJD may not fund all applications or may only award part of the amount requested. Preference may be given to mandated drug courts under the Texas Government Code, Section 123.006.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice or a preliminary decision notification or final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available. All funding decisions are final.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

**RESOLUTION IN SUPPORT OF THE
VAL VERDE COUNTY COURT-AT-LAWS
APPLICATION FOR GRANT MONIES FOR
DWI/DRUG SPECIALITY COURT**

WHEREAS, the Val Verde County Commissioner's Court supports and approves the application for grant monies relating to the DWI/DRUG Specialty Court by the Val Verde County Court-at-Law for the fiscal year 2016-2017;

NOW THEREFORE, BE IT RESOLVED and ORDERED that VAL VERDE COUNTY JUDGE is designated as the grantee's Authorized Official to apply for, review, modify, decline, sign, & accept the grant application for the monies relating to the DWI/DRUG Specialty Court;

BE IT FURTHER RESOLVED that VAL VERDE COUNTY COURT-AT-LAW is designated as the director for this grant and Val Verde County Auditor is designated as the Financial Officer for this grant.

BE IT FURTHER RESOLVED that the Val Verde Commissioner's Court authorizes the County Judge to sign all documents, including this Resolution, regarding this grant on behalf of the court.

Efrain Valdez
Val Verde County Judge

Attest:

Val Verde County Clerk

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 **George Paul Memorial Bull Riding** ("Lessee") acting by and through its agent, Bobby Paul, 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 02/01/2016 and end on 05/01/2016 for use of the office located at the Val Verde County Fairgrounds. For all other uses, this lease shall commence on 04/15/2016 at 7:00 a.m. and end on 05/01/2016 at 7:00 p.m. This includes the delivery and retrieval of Lessee's equipment, livestock, etc. by Lessee to and from the Val Verde County Fairgrounds. The event days are as follows: April 29, 2016 and April 30, 2016.
2. Description of Property: This lease includes the office beginning on 02/01/2016 and ending on 05/01/2015. The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 04/15/2015 and ending 05/01/2016.

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: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$1,000 per event day, payable when the contract is executed. Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds office, the amount of \$200 monthly, payable when the contract is executed. 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 in unacceptable condition and after Lessor's agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.
6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 04/28/2016. 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.

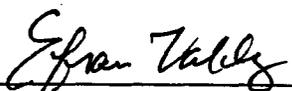
10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on 04/29/2016 through 04/30/2016 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
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.
26. **Office Rental Fee:**
 Month 3 Rate \$200.00 Total \$600.00
- Arena Rental Fee:**
 Days 2 Rate \$1000.00 Total \$2000.00
- Clean up Fee: \$500.00
- Grand Total: \$3,100.00
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 12th day of Jan., 2016


 Efrain Valdez
 On behalf of Val Verde County


 BOBBY PAUL
 On behalf of George Paul
 Memorial Bull Riding

Presented to Val Verde Commissioners Court on 1/11/16 and made a part of the court's minutes.



Agreement for Information Technology Products and Services

Government Records Services, Inc.

And

Val Verde County, TX

This agreement for information technology products and services ("Agreement") is entered into by and between **Government Records Services, Inc.** (a Xerox company), 8600 Harry Hines Blvd., Dallas, TX 75235 ("Xerox"), and **Val Verde County**, a government entity in the State of Texas ("Client"), 400 Pecan St., 1st Floor., Del Rio, TX 78840. Xerox and Client (each individually a "party" and collectively the "parties") agree as follows:

1. **SERVICES** Xerox agrees to provide to Client the information technology products, software, and related materials ("System") and perform for Client the services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
2. **TERM** This Agreement will become effective on January 1, 2016 ("Effective Date") and shall continue through December 31, 2020 unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). At the end of the Term, the parties may agree to extend this Agreement for an additional five (5) year period ("Extended Term"), subject to the termination provisions of this Agreement. At the end of any Extended Term, the parties may extend this Agreement by mutual agreement for an additional five (5) year period, subject to the termination provisions of this Agreement.
3. **PAYMENT** Client agrees to pay Xerox for the System and Services in accordance with the payment provisions set forth in Schedule A. Xerox shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
4. **EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Xerox will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Xerox will provide receipts or other reasonable documentation.
5. **TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Xerox may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Xerox is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Xerox for payment of those taxes.
6. **DELIVERY AND ACCEPTANCE** Xerox will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Xerox will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A.

Client agrees to provide Xerox with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY With respect to information relating to Client's business which is confidential and clearly designated as confidential or proprietary ("Client Confidential Information"), Xerox will instruct Xerox personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Xerox information that Xerox regards as confidential. However, Xerox shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Xerox; (iii) is independently developed by Xerox outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of providing the Services.

8. XEROX PROPRIETARY INFORMATION Client agrees that Xerox methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Client, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION Xerox and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Xerox subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Customer or developed, conceived, or acquired by Xerox, Xerox employees, or by the authorized agents or subcontractors of Xerox as a part of the Services, including derivative works (individually and collectively "Xerox Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Xerox Intellectual Property shall vest solely in Xerox. Client understands and agrees that all Xerox Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Xerox. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Xerox or otherwise coming into the possession of Xerox in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

12. DATA BACKUP Prior to Xerox providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by Xerox of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Xerox. If Xerox is unable to recover any or all lost or corrupted data, the responsibility and liability of Xerox for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Xerox shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Customer will be responsible for the integrity and content of data contained in the System. Under no circumstances will Xerox be responsible for the loss of Client data or software.

13. SOFTWARE LICENSE Xerox hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Xerox Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Xerox represents and warrants that Xerox possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Xerox Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Xerox Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Xerox Intellectual Property without prior written authorization by Xerox; and will not export any Xerox software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Xerox as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors, and Client understands and agrees that acceptance and use of this hardware and third-party software shall be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Client authorizes Xerox to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Xerox explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Xerox makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE If Xerox performs any of the Services on Client premises, Xerox agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Xerox will provide evidence of coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Xerox will bear the risk of loss or damage to any hardware while in transit to Customer installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Xerox, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES Xerox warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Xerox will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. XEROX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. XEROX EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. XEROX EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Xerox; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client.

If any component of the System is believed to be defective, Customer shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Xerox shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY Xerox warrants that during the Term any application software components of the System that are developed and owned by Xerox (including customized software components) and furnished to Client by Xerox under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Xerox. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Xerox software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Xerox; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. TORT AND PROPERTY DAMAGE CLAIMS Each party shall defend, indemnify, and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any Client or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

21. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

XEROX SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT XEROX HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO XEROX UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO XEROX DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

22. TERMINATION FOR BREACH OR DEFAULT BY XEROX If Xerox materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Xerox of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

23. TERMINATION FOR BREACH OR DEFAULT BY CUSTOMER If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Xerox may terminate this Agreement for breach. Termination by Xerox shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

24. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Xerox if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source.

25. TERMINATION WITH NOTICE Either party may terminate this Agreement at the end of the Term or any Extended Term by providing ninety (90) calendar days written prior notice to the other party of the non-renewal of the Agreement.

26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

27. SYSTEM TERMINATION FEE During the Term, if the Client terminates this for any reason other than material breach or default by Xerox under Section 22 of this Agreement, or if this Agreement is terminated by Xerox due to a breach or default by Customer under Section 23 of this Agreement, Customer will pay to Xerox within thirty (30) days after the date of termination the amount set forth in Schedule A as a Termination Fee. The Termination Fee shall be calculated based on the number of months remaining in the Term prior to, and without regard to, the date of termination.

28. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Xerox and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Xerox shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

29. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

30. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Xerox:

Government Records Services, Inc.
8600 Harry Hines Blvd., Suite 300
Dallas, TX 75235

Attention: Joseph Buczakowski, Director

To Customer:

Val Verde County Clerk
400 Pecan St., 1st Floor
Del Rio, TX 78840

Attention: Honorable Generosa Gracia-Ramon

With a copy to:

Government Records Services, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

Attention: Contracts Department

31. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Xerox and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

32. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

33. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. Xerox may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Xerox. Any other attempt to make an assignment without prior written consent of the Client shall be void. Xerox may provide for the delivery of all or part of the Services through the use of subcontractors. Xerox shall notify Customer of work being performed by any subcontractor that performs work on the premises of Customer and shall ensure that the insurance requirements that apply to Xerox under this Agreement apply to and are complied with by each subcontractor

34. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

35. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Xerox; or solicitation of Xerox employees or business customers may not be adequate for protection of Xerox, and accordingly Xerox shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

36. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

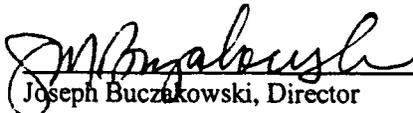
37. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws.

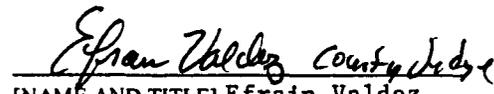
38. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Xerox and the Client have executed this Agreement.

Government Records Services, Inc.

Val Verde County, TX


Joseph Buczakowski, Director


[NAME AND TITLE] Efrain Valdez
VAL VERDE COUNTY JUDGE

2-12-2016
Date

1/12/16
Date

**SCHEDULE A
STATEMENT OF WORK**

This Statement of Work is incorporated in the Agreement for Products and Services ("Agreement") by and between Government Records Services, Inc. ("Xerox") and Val Verde County, TX ("Client").

A. SCOPE OF SERVICES

XEROX RESPONSIBILITIES

Xerox shall perform the following Services for Client:

1. Install and implement the current version of the 20/20 Perfect Vision © Software, the Xerox open architecture land records document management, imaging, and workflow software (the "System"), at the Client's site located at 400 Pecan St., 1st Floor, Del Rio, TX 78840.
2. Xerox will be responsible for the design, development, management, installation, training, acceptance, and support of the Software.
3. The installation will be customized to include the following System modules and functions:
 - Recording
 - Cashiering
 - Indexing
 - Imaging
 - Searching
 - Retrieval
 - Reporting
 - Local public access
 - Web Distribution
 - Workflow functions (Xerox will adjust workflow parameters, as appropriate).
4. Xerox will convert all existing Client index data and image data to the System as part of the installation services.
5. At the end of each month, upon notification from the Client that all index entries have been completed and verified, Xerox will provide the Client with year-to-date index listings in strict alphabetical order.
6. At the end of each year, Xerox will create a multi-year printout until a five (5) year period is accumulated. Xerox will continue this frequency in five (5) one-year increments to provide a ten (10) year printed index to the Client. Printing will be in black ink.
7. Xerox will be responsible for the initial education and training on the System. Initial education and training shall include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
8. Xerox will perform all on-going support of the System, including hardware and software, during the term of this Agreement.

Agreement for Information Technology Products and Services



- 9. Xerox will be responsible for replacing any damaged Xerox-owned equipment or providing insurance to cover the cost of replacing the equipment.
- 10. Xerox will install, service, and maintain all Xerox-owned equipment (listed in the table below) and software installed at the Client's site during the term of this Agreement.
- 11. Xerox will receive monthly image transfers from Client and create 16mm microfilm for images where the original is 11" x 17" or less.
- 12. Xerox will provide archival and disaster recovery services for the term of the Agreement.

HARDWARE CONFIGURATION

Component	Quantity	Description
Dell PE T320	1	Server
Dell OP 9020 SFF with 23" Flat Panel	6	Public Stations
Dell OP 9020 SFF with 23" Flat Panel	1	Indexing Station
Dell PwrConnect 2824 Switch 24Port 1GB	1	Switch
Fujitsu FI-7160	3	Scanners
HP M602X DTN	1	Duplex Laser Printer
CISCO 5505 Fwall 50usr	1	Firewall
APC 550 ups	1	UPS
APC 1500 LCD	1	UPS
APC SureArrest Performance	6	Surge Protectors
SEAGATE GOFlex 2TB EXT HD	1	USB EXT Drive
SEAGATE 500 GB SLIM DRV USB3	6	USB EXT Drives
Receipt/Validator – Axiohm A760 serial	5	Receipt Validators
Cash Drawer APG	4	Cash Drawers

SOFTWARE

- Microsoft Windows Server 2012
- Microsoft SQL Server 2014
- McAfee Endpoint Protect
- Symantec Ghost
- Novastor Backup Server
- PDF Factory Pro Server
- 20/20 RMS
- 20/20 RMS – 5 additional licenses for County computers

Equipment configurations are subject to technology advances and changes in vendor availability.

CLIENT RESPONSIBILITIES

- 1. Client understands and agrees that successful implementation of the Software requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.

2. Client agrees to be responsible for purchasing, installing and managing all necessary anti-virus protection software and anti-virus software updates on the Client server and all Client networked PC workstations.
3. Client agrees to allow Xerox to schedule a Xerox support person to be on the Client site for all installations.
4. Client will provide printer ribbons, toner cartridges, printer paper, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Xerox.
5. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
6. Client will create any record books.
7. Client will package and deliver to Xerox the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.
8. Client will provide a medium speed connection to the internet (DSL, Cable, etc.) of sufficient bandwidth to do database replication and support.
9. Xerox will allow Client to interconnect the Client PC network and the Xerox system network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
 - a) Client will be fully responsible for restoring the System in the event of virus disruption.
 - b) In the event of downtime determined by Xerox to have been caused by virus contamination of the System or traceable by Xerox to Client-installed software, Client agrees to pay Xerox for restoration of the system at the current Xerox hourly labor rate (\$150 per hour on the Effective Date of the Agreement and subject to change to reflect increased costs of labor and materials).

B. ACCEPTANCE AND TESTING

1. Client shall have ten (10) business days after notification by Xerox that the System is ready for acceptance to inspect and accept the System delivered and installed by Xerox or decline to accept the System. If Client declines to accept all or any part of the System, Client will provide Xerox a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
2. Client will indicate acceptance of the System in writing. However, if client fails to decline to accept the System and deliver a written list of deficiencies to Xerox within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client.
3. Client understands and agrees that minor defects (i.e, defects that do not inhibit the System from operating in substantial accordance with Xerox specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Xerox as part of ongoing warranty or maintenance of the System.

C. TERMINATION FEE

As referenced in Section 27 of the Agreement, Val Verde County may terminate with reimbursement of all expenses and payment as follows:

Agreement for Information Technology Products and Services



- a) Val Verde County may terminate the agreement after year one with 60 days written notice after paying Xerox for all incurred expenses of \$62,500.00.
- b) Val Verde County may terminate the agreement after year two with 60 days written notice after paying Xerox for all incurred expenses of \$47,500.00.
- c) Val Verde County may terminate the agreement after year three with 60 days written notice after paying Xerox for all incurred expenses of \$32,500.00.
- d) Val Verde County may terminate the agreement after year four with 60 days written notice after paying Xerox for all incurred expenses of \$17,500.00.

D. PAYMENT AND RATES

Xerox will invoice Val Verde County on a monthly basis for the Services based on the following price schedule.

Delete

Services	Price
20/20 Perfect Vision Land Records Management System <input type="checkbox"/> Includes 5 additional licenses for County computers	\$3.93 per document
OCR Commissioners Court Module	\$150.00 per month <i>42</i>
Electronic recording	No Charge
Plat Office <input type="checkbox"/> Price based on compatibility of county owned plat scanner/printer with 20/20 System. <input type="checkbox"/> Price does not include creation of indexes or microfilm.	\$150.00 one-time fee
<p>Internet Pricing</p> <p>Internet hosting services for land and maps are included at no charge so long as the County allows Xerox to charge a minimum of \$1.00 per page to view/print document images and all revenue is split 50% County and 50% Xerox.</p> <p>Customer understands and agrees that Xerox exercises no control over, and shall have no responsibility or liability for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. Further, Xerox and its suppliers are not liable for any temporary delay, outages, or interruptions of the Services.</p> <p>If the County discontinues approval of this arrangement for fee collection, Xerox will discontinue the service or negotiate with the County for an additional fee that the County will pay to Xerox to continue the service.</p> <p>The County has the following options with respect to payment of the 50% County share of revenue received by Xerox for public access to and printing of documents:</p>	

<p>(a) The County can use this revenue as a credit to offset the fees due from County to Xerox for the month in which the Internet hosting charges are collected by Xerox; or</p> <p>(b) Xerox can remit this revenue to the County on a monthly basis via check.</p> <p>If the County elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to Xerox, Xerox will retain the excess County share of revenue (rather than remit the balance to the County) to offset any difference that would otherwise be owed to Xerox in subsequent months. However, Xerox will retain a credit balance no longer than twelve (12) months from the month in which the Internet hosting charges are collected by Xerox. If the County does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by Xerox to the County via check.</p>	
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RECEIVED

2016 FEB 22 A 11: 13

GENERAL MANAGER

BY *wp*

#33

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: VAL VERDE CO. CONST. PCT. 3
Reporting Date: 01/05/2016
TCOLE Agency Number: 465103
Chief Administrator: STEPHEN BERG
Agency Contact Information: Phone: (830) 774-7511
 Email: sberg@valverdecountry.org
 Mailing Address:
 VAL VERDE CO. CONST. PCT. 3
 309 Mill Street Suite B
 Del Rio, TX 78840

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

VAL VERDE CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the VAL VERDE CO. CONST. PCT. 3 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the VAL VERDE CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the VAL VERDE CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the VAL VERDE CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the VAL VERDE CO. CONST. PCT. 3's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

Page 1 of 3 pages submitted electronically to the
 The Texas Commission on Law Enforcement

**VAL VERDE CO. CONST. PCT. 3 Motor Vehicle Racial Profiling
Information**

Number of motor vehicle stops:

1. 634 citation only
2. 8 arrest only
3. 1 both
4. 643 Total (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. 11 African
6. 5 Asian
7. 158 Caucasian
8. 459 Hispanic
9. 9 Middle Eastern
10. 1 Native American
11. 643 Total (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. 6 Yes
13. 637 No
14. 643 Total (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. 2 Yes
16. 641 No
17. 643 Total (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. 2 Yes
19. 0 No
20. 2 Total (must equal line 15)

Page 3 of 3 pages submitted electronically to the
The Texas Commission on Law Enforcement

- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Commission on Law Enforcement; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **STEPHEN BERG**
Chief Administrator

VAL VERDE CO. CONST. PCT. 3

Date: 01/05/2016

Page 2 of 3 pages submitted electronically to the
The Texas Commission on Law Enforcement

34

RESOLUTION # _____

WHEREAS, Val Verde County desires to enter into that certain Finance Contract by and between Val Verde County and Government Capital Corporation, for the purpose of procuring "**Vehicle(s) and Related Equipment.**" The County desires to designate this Agreement as a "qualified tax exempt obligation" of the County for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The County desires to designate the County Judge as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY VAL VERDE COUNTY:

Section 1. That the County enter into a Finance Contract with Government Capital Corporation for the purpose of procuring "**Vehicle(s) and Related Equipment.**"

Section 2. That the Finance Contract by and between the County and Government Capital Corporation is designated by the County as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

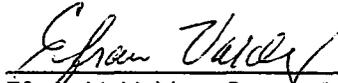
Section 3. That the County designates the County Judge as an authorized signer of the Finance Contract by and between the Val Verde County and Government Capital Corporation.

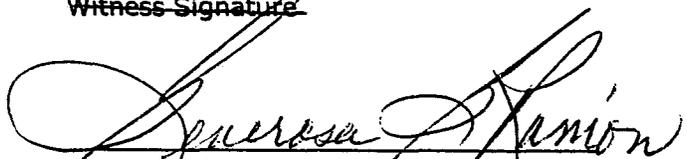
PASSED AND APPROVED by Val Verde County in a meeting held on the _____th day of January 2015.

LESSEE: Val Verde County

Attest:

Witness Signature


Efraín V. Valdez, County Judge


Generosa Gracia-Ramon, County Clerk





25-512540 - 020119 - 0001 - 0001 - 0



#36

Purchase Power

Statement for December 20, 2015

Account Name: ACCOUNTS PAYABLE
Purchase Power Account Number: 8000-9090-0756-9614
Postage By Phone Number: 49483241

Questions about this statement?
Register for MyAccount @
www.pb.com/myaccount
Click View and Pay Bills for online payments
or Call 1-800-243-7800 8 AM to 8 PM ET

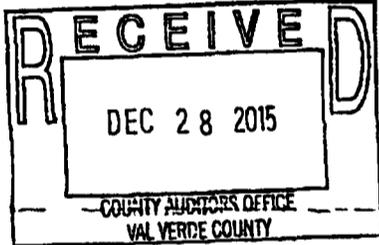
Credit Limit: \$2,300.00 Available Credit: \$2,154.01
Purchase Power Reward Points Available: 2,837

Purchase Power Account Summary

Table with 2 columns: Description, Amount. Rows include Previous Balance (\$0.00), Postage (\$145.99), Payments (\$0.00), Credits and Other Charges (\$0.00), Finance Charges (\$0.00), New Amount Due (\$145.99), Minimum Amount Due By: 01/17/16 (\$10.00).

You have earned 137 reward points this month. To view or redeem your points please visit www.pb.com/rewards.

Payment Options:
When making payments to your Purchase Power account, please include your 16 digit account #.
You can make payments online at www.pb.com/myaccount, transfer funds from your bank account or pay with a check. Credit cards are NOT an acceptable form of payment.



PITNEY BOWES
2225 AMERICAN DRIVE
NEENAH, WI 54958-1003

PAYMENT COUPON

Payment Coupon fields: Purchase Power Account Number (8000-9090-0756-9614), Total Amount Due (\$145.99), Minimum Amount Due (\$10.00), Payment Due Date (01/17/16), Amount of Payment Enclosed (\$).

MAKE CHECKS PAYABLE TO:

ACCOUNTS PAYABLE
VAL VERDE COUNTY 63RD JUDICIAL
901 N BEDELL AV
STE A
DEL RIO TX 78840

000005743

PURCHASE POWER
PO BOX 371874
PITTSBURGH PA 15250-7874

Check here and note changes to address and phone number on back. When making payments please reference your 16-digit account number.

800090900756961400001000000145996

Purchase Power

Postage Detail

Meter Postage

Tran Date	Post Date	Description		Amount
12/02	12/03	Postage Meter Refill - DEL RIO, TX	PRO0/SN-1970760 PBP #: 49483241	\$137.00
12/03	12/03	TRANSACTION FEE	PRO0/SN-197078049483241	\$8.99
Sub-Total Meter Postage:				\$145.99
Total Postage:				\$145.99

Finance Charges

	Average Daily Balance \$	Daily Periodic Rate	ANNUAL PERCENTAGE RATE	Periodic FINANCE CHARGE
Postage/Supplies	\$87.59	0.060%	22.00%	\$0.00
Total Finance Charges:				\$0.00

Additional Help Needed?

- **Technical Support and Adding Postage To Your Meter**
Go to www.PB.com/support where online instructional videos are available
- **Online Account Management**
Go to www.PB.com/MyAccount and register to pay, view, and manage your account online
- **Order Supplies**
Go to www.PB.com/supplies or Call 800-243-7824

Purchase Power

SEND OVERNIGHT CHECKS TO:
PURCHASE POWER
ATTN:BOX 371874
500 ROSS STREET SUITE, 154-0470
PITTSBURGH PA 15262-0001

Please complete for change of contact information.

COMPANY NAME: _____

CONTACT NAME: _____

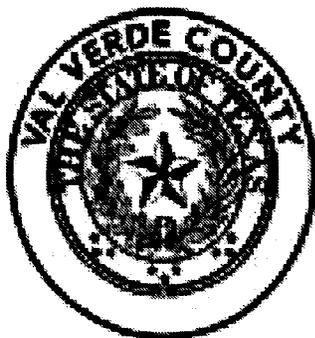
ADDRESS _____

CITY: _____ STATE: _____ ZIP: _____

BUSINESS PHONE: _____

E-MAIL: _____

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TREASURER'S REPORT

DECEMBER 2015

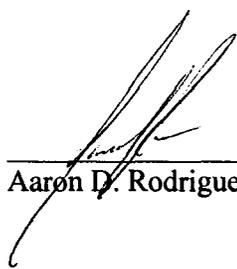
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AARON D. RODRIGUEZ

**COUNTY TREASURER
VAL VERDE COUNTY
901 BEDELL AVE, STE F
DEL RIO, TEXAS 78840
(830) 774-7587**

ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of DECEMBER 2015.



Aaron D. Rodriguez

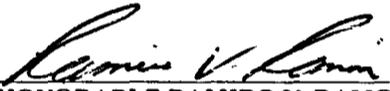
Approved: Examined and approved in open Commissioners Court, this ____ day of _____, 2015

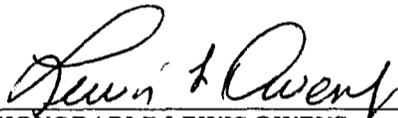
Efrain Valdez, County Judge

VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

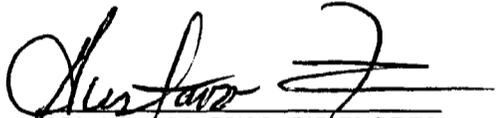
IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on January 11th, 2016 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for DECEMBER 2015, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 11th day of JANUARY.

HONORABLE EFRAIN VALDEZ
COUNTY JUDGE


HONORABLE RAMIRO V. RAMON
COUNTY COMMISSIONER, PCT. 1

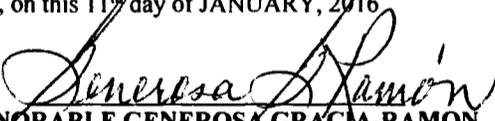

HONORABLE LEWIS OWENS
COUNTY COMMISSIONER, PCT. 2


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 11th day of JANUARY, 2016




HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK



Val Verde County, TX

Detail Report
Account Summary
Date Range: 12/01/2015 - 12/31/2015

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
<u>1111-1111-00-11020</u>	Cash - Del Rio Bank & Trust Westexan	6,801,753.66	-2,176,736.51	3,326,296.71	5,503,033.22	4,625,017.15
<u>1111-1111-00-11030</u>	Cash - Texpool	1,112.87	0.00	0.00	0.00	1,112.87
<u>1111-1111-00-11040</u>	Cash - General Fund Texpool 2	1,246.75	0.00	0.00	0.00	1,246.75
<u>1111-1111-00-11060</u>	Cash - Hot Tax	23,801.14	-5,640.98	6,880.62	12,521.60	18,160.16
	Total Fund: 1111 - General Fund:	6,827,914.42	-2,182,377.49	3,333,177.33	5,515,554.82	4,645,536.93
Fund: 1134 - Library Construction						
<u>1134-1111-00-21115</u>	Cash - Library Construction	4,717,488.00	-102,047.50	0.00	102,047.50	4,615,440.50
	Total Fund: 1134 - Library Construction:	4,717,488.00	-102,047.50	0.00	102,047.50	4,615,440.50
Fund: 1166 - SF Pastures						
<u>1166-1111-00-11150</u>	Cash - San Felipe Pastures	42,662.74	1.81	1.81	0.00	42,664.55
	Total Fund: 1166 - SF Pastures:	42,662.74	1.81	1.81	0.00	42,664.55
Fund: 1177 - Tax Note 2013						
<u>1177-1111-00-11000</u>	Cash - 2013 Tax Note	230,061.19	-19,541.38	9.02	19,550.40	210,519.81
	Total Fund: 1177 - Tax Note 2013:	230,061.19	-19,541.38	9.02	19,550.40	210,519.81
Fund: 1222 - Balance Road & Bridge						
<u>1222-2222-00-11130</u>	Cash - Road & Bridge Fund - Texas Community Bank	702,225.02	-97,001.90	71,388.18	168,390.08	605,223.12
<u>1222-2222-00-11140</u>	Cash - Road & Bridge Texpool	801.97	0.00	0.00	0.00	801.97
	Total Fund: 1222 - Balance Road & Bridge:	703,026.99	-97,001.90	71,388.18	168,390.08	606,025.09
Fund: 1333 - Interest & Sinking						
<u>1333-3333-00-11070</u>	Cash - Interest & Sinking Fund Bank & Trust	15,619.11	2.06	2.06	0.00	15,621.17
<u>1333-3333-00-11080</u>	Cash - Interest & Sinking Fund Texas Community	3,159,300.55	144,780.00	144,780.00	0.00	3,304,080.55
<u>1333-3333-00-11090</u>	Cash - Interest & Sinking Fund Texpool	4,135.38	0.00	0.00	0.00	4,135.38
<u>1333-3333-00-11200</u>	Cash - Interest & Sinking Fund CD	824,654.35	0.00	0.00	0.00	824,654.35
<u>1333-3333-00-11230</u>	Cash - Interest & Sinking T-Bills	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	4,003,709.39	144,782.06	144,782.06	0.00	4,148,491.45
Fund: 1444 - Payroll Clearing County						
<u>1444-4444-00-11110</u>	Cash - Payroll Clearing Bank & Trust	15,879.79	-63,420.03	1,086,230.50	1,149,650.53	-47,540.24
	Total Fund: 1444 - Payroll Clearing County:	15,879.79	-63,420.03	1,086,230.50	1,149,650.53	-47,540.24
Fund: 1555 - Law Library						
<u>1555-1111-00-11100</u>	Cash - Law Library	48,242.97	-48,242.97	1,112.84	49,355.81	0.00
<u>1555-1111-00-11170</u>	Cash - Texas Community Bank Law Library	10,673.45	37,392.39	49,366.97	11,974.58	48,065.84
	Total Fund: 1555 - Law Library:	58,916.42	-10,850.58	50,479.81	61,330.39	48,065.84
Fund: 2666 - Grants						
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537704	0.00	0.00	30,200.32	30,200.32	0.00

Detail Report

Date Range: 12/01/2015 - 12/31/2015

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<u>2666-6666-00-21060</u>	Cash - HIDTA Amistad Intell 2014	-807.01	13,706.78	14,638.34	931.56	12,899.77
<u>2666-6666-00-21132</u>	Cash - HIDTA Del Rio Task For 2015	0.00	4,617.81	20,889.81	16,272.00	4,617.81
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	5,291.18	24,809.98	19,518.80	5,291.18
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	0.00	9,268.39	25,867.06	16,598.67	9,268.39
<u>2666-6666-00-21140</u>	Cash - National Park Service	-17,500.00	0.00	0.00	0.00	-17,500.00
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	46,218.98	0.00	0.00	0.00	46,218.98
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	29,172.08	-29,172.08	15,992.70	45,164.78	0.00
<u>2666-6666-00-21215</u>	Cash - T.D.H.C.A. #7214013	-13,500.00	0.00	109,449.00	109,449.00	-13,500.00
<u>2666-6666-00-21230</u>	Cash - T.C.D.B.G. #713125	-4,000.00	0.00	0.00	0.00	-4,000.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	20,995.00	0.00	0.00	0.00	20,995.00
<u>2666-6666-00-21280</u>	Cash -Texas Depart of Transportation Amistad Acres	16,683.97	0.00	0.00	0.00	16,683.97
<u>2666-6666-00-21300</u>	Cash - Non Reportable Grants	129,231.95	-5,926.56	9.44	5,936.00	123,305.39
<u>2666-6666-00-21310</u>	Cash - Texas A & M Forest Service	0.00	-44,244.57	0.00	44,244.57	-44,244.57
Total Fund: 2666 - Grants:		206,494.97	-46,459.05	241,856.65	288,315.70	160,035.92
Fund: 4121 - Val Verde County Auditors Special Account						
<u>4121-1400-00-41000</u>	Cash - County Auditor Special Account	9,075.21	29,968.73	143,192.38	113,223.65	39,043.94
Total Fund: 4121 - Val Verde County Auditors Special Account:		9,075.21	29,968.73	143,192.38	113,223.65	39,043.94
Fund: 4145 - Security Fees						
<u>4145-1111-00-41080</u>	Cash - Security Fee	117,510.04	1,109.23	1,169.23	60.00	118,619.27
Total Fund: 4145 - Security Fees:		117,510.04	1,109.23	1,169.23	60.00	118,619.27
Grand Totals:		16,932,739.16	-2,345,836.10	5,072,286.97	7,418,123.07	14,586,903.06

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Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	6,827,914.42	-2,182,377.49	3,333,177.33	5,515,554.82	4,645,536.93
1134 - Library Construction	4,717,488.00	-102,047.50	0.00	102,047.50	4,615,440.50
1166 - SF Pastures	42,662.74	1.81	1.81	0.00	42,664.55
1177 - Tax Note 2013	230,061.19	-19,541.38	9.02	19,550.40	210,519.81
1222 - Balance Road & Bridge	703,026.99	-97,001.90	71,388.18	168,390.08	606,025.09
1333 - Interest & Sinking	4,003,709.39	144,782.06	144,782.06	0.00	4,148,491.45
1444 - Payroll Clearing County	15,879.79	-63,420.03	1,086,230.50	1,149,650.53	-47,540.24
1555 - Law Library	58,916.42	-10,850.58	50,479.81	61,330.39	48,065.84
2666 - Grants	206,494.97	-46,459.05	241,856.65	288,315.70	160,035.92
4121 - Val Verde County Auditors Special	9,075.21	29,968.73	143,192.38	113,223.65	39,043.94
4145 - Security Fees	117,510.04	1,109.23	1,169.23	60.00	118,619.27
Grand Total:	16,932,739.16	-2,345,836.10	5,072,286.97	7,418,123.07	14,586,903.06

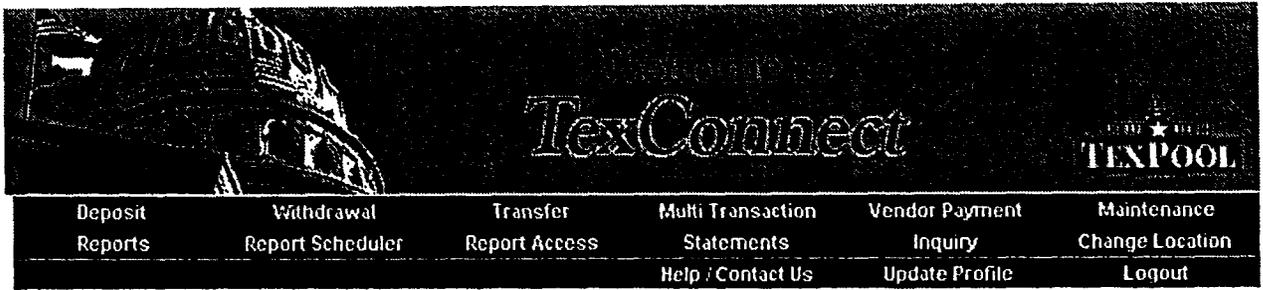
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VAL VERDE COUNTY

12/01/2015-12/31/2015

FUNDS FOR THE MONTH OF DECEMBER 2015	Account #	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	6010007039	143,445.17		5.69	395.30	\$143,055.56
TAX COLLECTORS / VIT ESCROW ACCOUNT	3954668	257,707.67	23,033.65	42.47	0.00	\$280,783.79
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	1090232	7,826,867.97	10,798,965.60	1,432.30	17,642,885.00	\$984,380.87
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	6010007047	190,126.68	622,842.41	7.38	619,263.71	\$193,712.76
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	6010007088	24,454.83	210.00	0.97	0.00	\$24,665.80
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	6010007096	17,382.55	1,357.62	0.69	1,710.53	\$17,030.33
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	6010008821	10,414.51	500.00	0.42	0.00	\$10,914.93
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	3548643	308,436.88	6,088.10	12.44	0.00	\$314,537.42
COUNTY CLERK RECORD ARCHIVE FUND	3549011	306,774.91	5,705.00	12.36	0.00	\$312,492.27
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	3558223	9,190.65	0.00	0.00	2,494.34	\$6,696.31
JUSTICE OF THE PEACE PRECINCT #1	6010002253	9,942.76	4,014.03	0.00	9,510.61	\$4,446.18
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	6010002246	5,829.75	122.07	0.00	0.00	\$5,951.82
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	6010004135	9,956.03	674.73	0.00	26.75	\$10,604.01
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	6010004127	22,003.62	11,463.63	0.00	22,067.20	\$11,400.05
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	3492311	9,673.69	191.53	0.00	0.00	\$9,865.22
JUSTICE OF THE PEACE PRECINCT #3	3492303	27,548.19	12,223.56	0.00	12,463.78	\$27,307.97
CONSTABLE PRECINCT #3	6010009373	1,309.42	0.00	0.00	0.00	\$1,309.42
JUSTICE OF THE PEACE PRECINCT #4	6010005470	5,901.37	92.99	0.23	1,381.61	\$4,612.98
JUSTICE OF THE PEACE PRECINCT #4	6010005488	7,067.66	5,092.73	0.27	6,511.59	\$5,649.07
DISTRICT CLERK- COURT COST ACCOUNT	1091514	137,952.06	20,601.68	0.00	18,253.06	\$140,300.68
DISTRICT CLERK- REGISTRY FUND	1091832	373,462.97	4,793.55	0.00	4,314.20	\$373,942.32
DISTRICT CLERK-RECORD ARCHIVE FUND	3469484	16,957.96	87.94	0.00	0.00	\$17,045.90
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	3493024	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK-MOP 2006 COURT COSTS	3545644	71,586.56	0.00	0.00	0.00	\$71,586.56
TOTAL						\$3,037,319.77

VOL. 45 PAGE 760



Pool Information

Location: 78328
Val Verde County

TexPool

Average Monthly rate for December 0.1863%
Average Monthly Dividend Factor for December 0.0000051051

Information as of	January 6, 2016
Daily Net Yield	0.2588%
Dividend Factor	0.000007091
7 Day Net Yield	0.25%
Daily Assets	\$14,734,230,019.02
Weighted Average Maturity	50 days
Weighted Average Life	76 days
NAV	0.99992

TexPool-Prime

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

For more information, see the TexPool Information Statement available on the TexPool web site, www.texpool.com. You should consider the investment objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the Information Statement which you should read carefully before investing.

An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security.

- (1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.
- (2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.
- (3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.

ACCOUNT HISTORY REPORT						
	Location:	78328				
	Acct Nbr:	2331000001				
	Acct Name:	GENERAL FUND #1				
	Name:	VAL VERDE COUNTY				
	Pool Name:	TEXPOOL				
	Pool Nbr:	449				
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$1,112.86
MONTHLY INTEREST	10/30/15	10/30/15	\$1.00	\$0.00		\$1,112.86
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$1,112.86
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.18		\$1,113.04
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
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MONTHLY INTEREST						
MONTHLY INTEREST						
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MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
	Location:	78328				
	Acct Nbr:	2331000002				
	Acct Name:	GENERAL FUND #2				
	Name:	VAL VERDE COUNTY				
	Pool Name:	TEXPOOL				
	Pool Nbr:	449				
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$1,246.76
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.00		\$1,246.76
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$1,246.76
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.23		\$1,246.99
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
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MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location: 78328
Acct Nbr: 2331000003
Acct Name: ROAD & BRIDGE FUND
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$801.97
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.00		\$801.97
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$801.97
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.11		\$802.08
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location: 78328
Acct Nbr: 2331000004
Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$4,136.30
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.31		\$4,136.61
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.30		\$4,136.91
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.72		\$4,137.63
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						



#41

FRED HERNANDEZ
DISTRICT ATTORNEY

Office of the District Attorney
63rd Judicial District

PLEASE REPLY TO:
P.O. BOX 1405
DEL RIO, TEXAS 78841-1405
PHONE (830) 775-0505
FAX (830) 775-0352

KINNEY, TERRELL, VAL VERDE COUNTIES

January 4, 2016

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

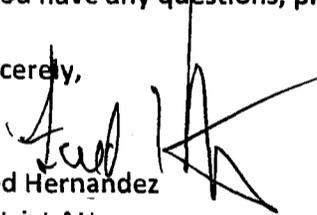
RE: In-Kind Contribution for FY 2015-2016

Dear Judge Valdez:

I am respectfully requesting Val Verde County's second quarter contribution in the amount of \$101,735.82 for fiscal year 2015-2016. I appreciate your support in the past and certainly appreciate your confidence of our office in the future.

If you have any questions, please do not hesitate to call.

Sincerely,


Fred Hernandez
District Attorney

cc: Mr. Frank Lowe, County Auditor

OFFICE PHONE:
(830) 774-7557

FAX:
(830) 775-4854



200 GRINER STREET
DEL RIO, TEXAS 78840

ROBERT E. CADENA
83RD DISTRICT JUDGE

SERGIO J. GONZALEZ
COUNTY COURT AT LAW JUDGE

63RD / 83RD JUDICIAL DISTRICT
JUVENILE PROBATION DEPARTMENT

ENRIQUE FERNANDEZ
63RD DISTRICT JUDGE

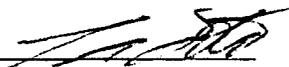
EFRAIN V. VALDEZ
VAL VERDE COUNTY JUDGE

December 16, 2015

Ramiro G. Barrera
IT Director
Val Verde County
Del Rio, TX 78840

The Val Verde County Juvenile Probation Department has a total of 8 computers that the department would like to donate to the Val Verde County for the use of some other department. The computers hard drive has been pulled from all 8 computers.

Sincerely,


Jesus R. Soto
Chief Probation Officer

- 1 Serial #16107003600079
 - 2 Serial #16107003600185
 - 3 Serial #16107003600050
 - 4 Serial #16104199100523
 - 5 Serial #16107003800182
 - 6 Serial #16107003600227
 - 7 Serial #16107003600095
 - 8 Serial # No serial # found on computer
- Total of 8 computers

Kinney, Terrell, Val Verde Counties



Val Verde County

Surplus Transfer Form

DATE: 18-Dec-15

The Following Surplus Equipment is being transferred

- 1 GRANT REVIEW COMMITTEE APPROVED
- 2 DONATION OF COMPUTERS
- 3 FROM JUVENILE PROBATION DEPT
- 4 ON DECEMBER 17, 2015
- 5 PLEASE SEE ATTACHED SHEET
- 6 LISTING ALL EQUIPMENT
- 7 PICKED UP BY THE IT DEPARTMENT
- 8
- 9
- 10

Transferred from:

Transferred to:

Received by:

JUVENILE PROBATION OFFICE

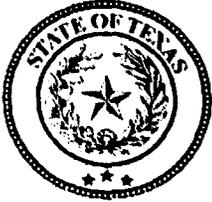
IT DEPARTMENT

Ramiro G. Barrera

A handwritten signature in black ink, appearing to read "R. Barrera", written over a horizontal line.

Ramiro G. Barrera

From: Greg Montalvo <gmontalvo@valverdecscd.org>
Sent: Friday, November 20, 2015 9:49 AM
To: rgbarrera@valverdecountry.org



**VAL VERDE COUNTY COMMUNITY
SUPERVISION AND CORRECTIONS DEPARTMENT**

200 Griner
Del Rio, Texas 78840
(830) 774-7554
Fax (830) 775-4854

Gregorio Montalvo
Interim Director

Serving Kinney, Terrell and Val Verde County

November 20, 2015

To: Ramiro Barrera
IT Coordinator

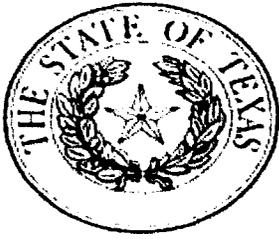
Dear Mr. Barrera,

This letter serve to advise you that you are doing a fantastic job with the county and with this department in updating our technology. I have updated some of my department's computers and will be donating the computers to anyone that is in need of them. If your department or the county are in need of the computers they can be donated just come pick them up. The computers come with the screens.

If there are any question please call me

Sincerely,

Gregorio Montalvo
Chief Probation Officer
(830) 774-7554



Val Verde County

Surplus Transfer Form

DATE: 18-Dec-15

The Following Surplus Equipment is being transferred

- 1 GRANT REVIEW COMMITTEE APPROVED
- 2 DONATION OF COMPUTERS
- 3 FROM ADULT PROBATION DEPT
- 4 ON DECEMBER 17, 2015
- 5 PLEASE SEE ATTACHED SHEET
- 6 LISTING ALL EQUIPMENT
- 7 PICKED UP BY THE IT DEPARTMENT
- 8
- 9
- 10

Transferred from:

Transferred to:

Received by:

ADULT PROBATION OFFICE

IT DEPARTMENT

Ramiro G. Barrera

A handwritten signature in black ink, appearing to read "Ramiro G. Barrera", written over a horizontal line.

SN: ETL460C148701004844042 Monitor
 SN: ETL460C148701003F84042 Monitor
 SN: ETL460C148701011FC4042 Monitor
 SN: ETL460C148701004944042 Monitor
 SN: CN-DTW956-6480-83R2W DU Monitor
 SN: ETL870C044720IDA774032 Monitor
 SN: B8B7K8V8JWHR6464T9ND2VJ3B Comp
 SN: QTX83TBBBQVBBJGB3CMFJGYV3 Comp
 SN: PG732CYKY9QWD9T96F3JDFTC8 Comp
 SN: JECQGwx8JWP42MVXJ6TXRKA3Q Comp
 SN: JPWGR8JGHK8Q6JBY73KHPVJ3M Comp
 RLB SIN B8B7K 8V8JW HR646 4T9ND 2VJ3B Comp

RLB 7- Keyboards - NO serial numbers
 4 MICE - NO serial numbers.

AGENDA

GRANT REVIEW COMMITTEE MEETING

THURSDAY, DECEMBER 17, 2015 – 8:30 a.m.

VAL VERDE COUNTY COMMISSIONERS OFFICE

VAL VERDE COUNTY COURTHOUSE 1ST FLOOR

1. **Call to Order**
2. **Determination that a quorum is present**
3. **Ram Barrera – VV County IT Specialist – Requesting to Discuss and Possibly accept Donation being offered by the Adult Probation Office, 200 Griner Street. Six computers along with Monitors, Keyboards and Mice. The Adult Probation is offering to drop off the computers at your preferred destination or IT Department can pick them up. The Interim Director asks that we fdisk the hard drives.**
4. **Eloy Padilla, Administrative Assistant to County Judge – Requesting to Accept Aquarium Donation – The Del Rio Reef Club would like to donate a Salt Water Fish Aquarium to the Val Verde County Library, at no cost to the County. The Club will set up the aquarium and do the initial upkeep, that is my understanding after speaking with the Club’s President, Derek Calvetti. They will instruct the employees with the feeding of the fish.**
5. **Adjourn**

#44



**VAL VERDE COUNTY
HUMAN RESOURCES DEPT**

MEMORANDUM

To: Efrain Valdez, County Judge
From: Juanita Barrera, HR Director
Date: January 6, 2016
Subject: **Position title change – Community Center**

I am requesting to place this item on the agenda for Commissioners Court approval. During the pay classification plan review, we analyzed all county employee job descriptions. In particular one position I felt, and still do feel strongly, needs to be retitled is the position Ms. Sandra Velez, Secretary.

Commissioner Flores and Ms. Sandra Velez reviewed in depth her daily duties (see attached) and worked together to change the job description. Her duties are not secretarial, but more in a coordinator capacity.

It is my recommendation we change her title to Community Center Coordinator.



**VAL VERDE COUNTY
JOB DESCRIPTION**

DEPARTMENT: Community Center

LOCATION:

JOB TITLE: COMMUNITY CENTER COORDINATOR **FLSA TYPE:** Exempt

REPORTS TO: Commissioner Precinct 4 Non-exempt

TYPE OF POSITION:

HOURS WORKED: 40 /WEEK

- Full-time
 Part-time
 Temporary

GENERAL DESCRIPTION:

Leads the daily operation of the Community Center. Provides guidance and instruction to customers/visitors. Perform routine administrative and clerical functions such as drafting correspondence, scheduling appointments, organizing and maintaining paper and electronic files, or providing information to callers. Plan, direct, or coordinate the activities of a social service program or community outreach organization. Oversee the program or organization's budget and policies regarding participant involvement, program requirements, and benefits. Under general supervision of Commissioner Precinct 4.

SPECIFIC RESPONSIBILITIES:

1. Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
2. Arrange conferences, meetings, and travel reservations for office personnel.
3. Complete forms in accordance with company procedures.
4. Compose, type, and distribute meeting notes, routine correspondence, and reports.
5. Greet visitors and callers, handle their inquiries, and direct them to the appropriate persons according to their needs.
6. Locate and attach appropriate files to incoming correspondence requiring replies.
7. Mail newsletters, promotional material, and other information.
8. Maintain scheduling and event calendars.
9. Make copies of correspondence and other printed material.
10. Open, read, route, and distribute incoming mail and other material, and prepare answers to routine letters.
11. Schedule and confirm appointments for clients, customers, or supervisors.
12. Set up and maintain paper and electronic filing systems for records, correspondence, and other material.

13. Establish and maintain relationships with other agencies and organizations in community to meet community needs and to ensure that services are not duplicated.
14. Establish and oversee administrative procedures to meet objectives set by Commissioners Court.
15. Speak to community groups to explain and interpret agency purposes, programs, and policies.
16. Collect and disburse funds from cash accounts, and keep records of collections and disbursements.
17. Conduct searches to find needed information, using such sources as the Internet.
18. Answers a variety of questions both in person and over the telephone regarding Center operations and policies.
19. Resolves patron complaints and responds to requests within established guidelines.
20. Assists in marketing and promoting programs for both Community Centers by writing press releases.
21. Ensures that Center rules and safety standards are followed.
22. Maintains a variety of automated and manual records on Center usage.
23. Enters data into computer; prepares and/or oversees preparation and submission of automated and manual reports.
24. Maintain contact with Laredo Food Bank & prepare monthly report for the food bank.
25. Updates bulletin boards and seasonal brochures.
26. Coordinate conferences and meetings.
27. Manage projects, and contribute to committee and team work.
28. Operate electronic mail systems and coordinate the flow of information both internally and with other organizations.
29. Maintain constant communication with numerous local/state health agencies, coordinate and organize health fair workshops for the benefit of the community.
30. Order and dispense supplies. Prepare and mail checks.
31. Recruit, interview and hire or sing up volunteers and staff.
32. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

2 years of related administrative working experience. Considerable experience and knowledge of customer service relations and practices. Ability to communicate with the public and co-workers and enforce operating policies and procedures independently in an effective professional and courteous manner. Considerable knowledge of automated and manual record keeping. Ability to operate general office equipment, word processing equipment, as required to accomplish the work assigned. Ability to follow verbal and written instructions and work under pressure to meet deadlines.

EDUCATION REQUIREMENTS:

High School Diploma or GED (General Equivalency Diploma) and considerable work experience and training which provides the knowledge, skills, and abilities to perform the essential functions of the job and have involved assisting the public, general record keeping.

PHYSICAL REQUIREMENTS:

Lifting: Lift and/or move boxes of files, chairs and other office equipment. Lift up to 25 lbs, ability to bend and lift file and record books.

Travel: Local travel; valid Texas Operator's Driver's license.

Shift Work: N/A

Other: Sitting, most of the time. Work required walking or standing to a significant degree.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for Community Center Coordinator. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____

Date _____

Employee Signature _____

#46



**VAL VERDE COUNTY
HUMAN RESOURCES DEPT**

MEMORANDUM

TO: Efrain Valdez, County Judge
FROM: Juanita Barrera, HR Director
DATE: January 6, 2016
REF: **AGENDA ITEMS FOR JANUARY 2016**

Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from December 9, 2015 through January 6, 2016.

1. Beatrice Munoz, Tax Collector/Assessor, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Ana Valencia, Motor Vehicle Deputy Clerk, effective December 18, 2015. Ms. Valencia has resigned.
2. Beatrice Munoz, Tax Collector/Assessor, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Maria Rosales, Motor Vehicle Deputy Clerk with an annual salary of \$19,712.50 effective December 21, 2015. Ms. Rosales is replacing Ana Valencia who resigned.
3. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Jose Castorena, Deputy Sheriff, effective December 29, 2015. Mr. Castorena has resigned his full time position but will remain as a Reserve Deputy.
4. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Ruth Dorie, Clerk, effective January 5, 2016. Ms. Dorie was terminated.
5. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditors stop issuing checks to Fidel Navarro as a Deputy Sheriff, effective January 8, 2016. Mr. Navarro has resigned. He will remain as a Deputy Sheriff/Temporary Part time employee at \$25.00/hr. This is a temporary position & it exists only if grant funds are available.
6. Efrain Valdez, County Judge, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Yulissa Martinez, Office Manager with an annual salary of \$23,862.50 effective December 28, 2015. Ms. Martinez is replacing Katelyn Hurta who resigned.

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

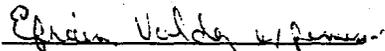
Old County Court at Law
207B East Lasoya Street
Del Rio, TX

January 11, 2016 at 9:00AM

Carl Esser, Esser & Company

Consider and Act upon Resolution designating authorized signatures for TxCDBG 7215499.

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.


Efrain Valdez, County Judge
Val Verde County, TX

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Friday, January 08, 2016 at 8:46 AM

FILED
2016 JAN - 8 AM 8:16
GENERAL CLERK
VAL VERDE COUNTY CLERK
BY RWJ JEFFREY

**RESOLUTION AUTHORIZING SIGNATORIES
VAL VERDE COUNTY TXCDBG 7215499**

A RESOLUTION BY THE VAL VERDE COUNTY COMMISSIONERS COURT, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7215499.

WHEREAS, the County of Val Verde, Texas has received a 2015 Texas Community Development Block Grant award to provide water improvements for Comstock and San Felipe Pastures, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Val Verde, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

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

The County Judge and County Auditor be authorized to execute contractual documents between the Texas Department of Agriculture and the City/County for the 2015 Texas Community Development Block Grant Program.

The County Judge, and County Auditor be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2015 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE, TEXAS ON THE 11th DAY OF JANUARY, 2016.

Efrain Valdez, County Judge

Attest:

Generosa Gracia-Ramon
Val Verde County Clerk

A202

Depository/Authorized Signatories Designation Form

Grant Recipient VAL VERDE COUNTY TxCDBG Contract No. 7215499

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

EFRAIN VALDEZ _____ (Name) COUNTY JUDGE _____ (Title) _____ (Signature)	FRANK LOWE _____ (Name) COUNTY AUDITOR _____ (Title) _____ (Signature)
--	---

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

EFRAIN VALDEZ _____ (Name) COUNTY JUDGE _____ (Title) _____ (Signature)	FRANK LOWE _____ (Name) COUNTY AUDITOR _____ (Title) _____ (Signature)
_____ _____ (Name) _____ (Title) _____ (Signature)	_____ _____ (Name) _____ (Title) _____ (Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.