



COMMISSIONER'S COURT MINUTES
MARCH 14TH REGULAR TERM, A.D. 2016

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

BE IT REMEMBERED that on this the 14th day of March 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, Presiding; Ramiro V. Ramon, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.
4. Approving Minutes of Previous Meeting(s):

February 8, 2016 and February 22, 2016 which included corrections for December 2015 and January 2016

ORDER
#16-094

Motion	2nd	Amendment/Notes	Noes	Abstain	Table
R	O	Motion to Table.			NFRO

5. **CITIZENS' COMMENTS:**

1. Guadalupe Frank – Re: State Disaster Assistance
2. Elvira Castro – Disaster Assistance - Applicants
3. Jim Butterworth – No Contact From Anyone Re: Disaster Ass't
4. Rhonda Hargrove - #16 – Animal Control
5. Beatriz Arizpe – Cafeteria Worker W/SFDRICISD-Animal Control & move court meetings to evening.
6. Kim Canseco - #17 Animal Control – To Create Some Means To Do & Enforce Animal Control Ordinances.

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

X COUNTY JUDGE

YM Judge's Staff

EP Judge's Staff

X COMM. PRCT# 1

X COMM. PRCT# 2

X COMM. PRCT# 3

X COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

X COUNTY ATTY

DM COUNTY ATTY STAFF

SS COUNTY ATTY STAFF

X DISTRICT CLERK

X IT

A SHERIFF

Gulledge SHERIFF'S STAFF

X AUDITOR

X TREASURER

X PURCHASING

X HR

X TAX COLLECTOR

X RISK MGMT

X FIRE DEPT

X EMERGENCY MGMT

(LOZANO/ CITY EMM)

 JP #1

 JP #2

X 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:

Presentation, by Isabel Guerrero

6. Discussion on the New Horizons Women and Children's Center Financial activity during October, November, and December.

ORDER #16-095

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

Ramiro V. Ramon, County Commissioner Pct. #4

7. Discussion and possible action addressing court order community service policy.

ORDER #16-096

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to Approve and provide copies to:		R,O,N,F		
			Probation Department, City and JP's.		EVV		

8. Discussion and possible action addressing group communications policy.

ORDER #16-097

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

9. Discussion and possible action on policy addressing emergency closing and/ or Evacuation.

ORDER #16-098

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

10. Discussion and possible action on affordable Care Act policy by Ernesto Martinez from TAC.

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

**ORDER
#16-099**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to Table in order to request TAC Presentation.		R,O,N,F EVV		

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

11. Discussion and possible action on lease agreement between the Val Verde County and ABO Youth NFL Flag football league for the use of the (60 Acres).

**ORDER
#16-100**

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

12. Discussion and possible action on lease between the Val Verde County and Del Rio Rotary Rotary Club for the use of the Val Verde Fairgrounds. Independence Day Rodeo. (July 1 & 2, 2016)

**ORDER
#16-101**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NO	ABST
O	R		Motion to Approve.		R,O,N,F EVV		

13. Discussion and possible action on lease between the Val Verde County and the Alfazar Shrine Circus for the use of the Val Verde Fairgrounds. (September 5, 2016)

**ORDER
#16-102**

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

14. Discussion and possible action on lease agreement between the Val Verde County and Race track promotions.

**ORDER
#16-103**

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

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

15. Discussion and possible action on the lease agreement between Val Verde County and Border Youth Soccer League for the use of the soccer fields at Frontera Rd. (3/15/16-6/20/16).

**ORDER
#16-104**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion to approve and charge \$1.00.		R,O,N,F		
					EVV		

16. Discussion and possible action on a building and manpower for animal control.

**ORDER
#16-105**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	F		Motion to Approve \$85,800.00 from the Contingency to be used within the Animal Budget and under the control of the Sheriff.		R,O,N,F		
					EVV		

17. Discussion and possible action on moving meeting to 6:30pm at night.

**ORDER
#16-106**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Table and obtain cost Estimate for moving meeting.		R,O,N,F		
					EVV		

18. Discussion and possible action on money received from property damage.

**ORDER
#16-107**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to set up Special Account for Funds received from TAC Insurance for Repair of Damages and for Expenses Approved by the Court.		R,O,N,F		
					EVV		

19. Discussion and possible action on the duties of the IT department.

**ORDER
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No Action Taken.				

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

20. Discussion and possible action on how to pay county employees that were working after hours on emergencies.

ORDER
N/A

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

21. Discussion and possible action on the purchase of an incinerator air curtain.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No Action Taken: Item to be Addressed				
			At Budget time.				

Robert Nettleton, County Commissioner Pct. #3

22. Discussion and possible action to consider and Act upon authorization to advertise for bids for the Comstock Waterline Project TxCDBG 7215499.

ORDER
#16-108

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to go out for bids on April 6,2016		R,O,N,F		
		N	Amend to include bid opening at 10:00 a.m.	R	EVV		

23. Discussion and possible action to consider and Act upon requesting proposals for the development of a Val Verde County Parks and Recreation Master Plan for TPWD Funding Opportunities.

ORDER
#16-109

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to go out for RFQ for individual		R,O,N,F		
			to prepare Parks & Recreation Master		EVV		
			Plan for TPWD Funding.				

24. Discussion and possible action on GMA7 Meeting to set DFC'S for Val Verde County.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action was taken.				

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

Gustavo Flores, County Commissioner Pct. 4

25. Discussion and possible action to request for funds from those allocated for "Traffic Items-Upgrade Traffic Signals" in the amount of \$4,287.07 and the unutilized balance of \$1,805.93 for "Direct Expensed - Airfare" totaling \$6,093.00 to defer a portion of the funds expended to date by Dannenbaum in the pursuit of the relocation of existing utilities and property owner fences that was not part of their original scope of service under the contract of work on Frontera Road.

ORDER #16-110

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

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

ORDER #16-111

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to ratify USDA Lease effective		N,R,EVV		
			02/01/2016.		EVV		

Clerk's Note: The Court took a ten minute break.

Eloy Padilla, Administrative Assistant

27. Discussion and possible action regarding method and/or procedures relating to payment of costs, expense, professional services and other contract services of the Val Verde D.W.I/Drug Specialty Court.

ORDER #16-112

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to move DWI/Drug Specialty Court Grant		R,O,N,F		
			Expenses under Val Verde County & reimburse		EVV		
			Probation Department.				

Rowland Garza, Emergency Management Coordinator

28. Discussion and possible action on mass alert/notification system and equipment for emergencies.

ORDER N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Presentation by Emergency Management				
			No action taken.				

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

Rogelio R. Musquiz Jr., Purchasing Agent

29. Discussion to consider and act on entering into a 60 mo. Contract/lease of equipment, an dpostate service with Pitney Bowes for the County Clerk Office. (\$70.00/mo.)

ORDER #16-113	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N			Motion died for lack of a second.				

30. Discussion to consider and act on authorizing payment to listed suppliers for goods and services in the stated amounts. Listed purchased were made prior to obtaining purchase.

ORDER #16-114	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	F		Motion to Approve as Presented.		N,F,EVV,R		O

- A. Del Rio News Herald, \$120.00, Newspaper subscription, Commissioners Office
- B. Jose Rios, \$46.00, Travel per Diem, Pct. # 4
- C. Ashley Crisp, \$15.00, Reimbursement for criminal Exam, JP. # 3
- D. Lone Star Copiers, \$66.46, Copier maintenance, Co. Crt. At Law
- E. BIS, \$4,000.00, Annual software maintenance, Co. Crt. At Law
- F. Central Glass and Mirror, \$80.65, window glass, women's Shelter/Building Maint.
- G. Credit Card Services, \$193.37 Hotel deposit Mrs. Tanguma, Sheriff Dept.
- H. DS Waters, Monthly deliveries, \$10.28-Auditor, \$10.28-Treasurer, \$22.56 3Rd floor Crt. Hse, \$21.38-Dist. Clk., \$21.34-83rd
- I. DS Waters, Month of February deliveries, \$14.78-Dist. Clerk, \$19.28-JP#2, \$15.56-63rd

Roger Cerny, Val Verde Heath Inspector

31. Discussion and possible action on the update on Texas Forrest Service Class scheduled 3-21 thru. 3-25.

ORDER #16-115	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	R		Motion to Approve as Presented.		R,O,N,F		
						EVV		

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

32. Discussion and possible action to call a work shop meeting to review recent appraisal of county building and contents by TAC.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Presentation Only.				

Graciela Monday, Val Verde County Librarian

33. Discussion to consider issuing a Check for \$75.00 to USPS to cover postage for Inter-library loans and overdue notices.

ORDER
#16-116

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

34. Discussion and possible action on Mr. Kypke request to return donated tapestry back to his family.

ORDER
#16-117

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to return tapestry on loan to		R,O,N,F		
			the Library to owner's family.		EVV		

Beatriz I. Munoz, Tax Assessor Collector

35. Discussion and possible action on requesting the approval of the filing of Tax Assessor Collector's Annual Continued Education Transcript.

ORDER
#16-118

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

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

Steve Berg, Val Verde Constable Pct.3

36. Discussion and possible action on appointing a reserve deputy constable for Val Verde County Pct. 3.

**ORDER
#16-119**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to approve reserve deputy constable		R,O,N,F		
			under Val Verde Constable Prct. 3, Steve Berg		EVV		

Joe Frank Martinez, County Sheriff

37. Discussion and possible action on requesting authorization to apply for and accept the Local Border Security Program (LBSP) 2017 grant; to include the Resolution.

**ORDER
#16-120**

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

38. Discussion and possible action on requesting authorization to apply for and accept the FY 2016 operation Stonegarden DHS-16-GPD-067-00-01 grant; to include the resolution.

**ORDER
#16-121**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to authorize the Sheriff to apply		R,O,N,F		
			For FY2016 Stonegarden DHS-16-GPD-		EVV		
			067-00-01 Grant.				

Aaron Rodriguez, County Treasurer

39. Monthly Treasurer's Report.

**ORDER
#16-122**

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

40. Discussion and possible action regarding Tex-Pool Accounts.

**ORDER
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No Action Taken.				

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

41. Discussion and possible action regarding county investment policy.

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

ORDER #16-123

Juanita Barrera, HR Director

42. List below are several personnel matters which need to be part of the upcoming March agenda for HR reporting period from February 20, 2016 through March 9, 2016.

- A. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Ismael Diaz, Deputy Clerk I with an annual salary of \$19,720.00 effective March 14, 2016. Mr. Diaz is replacing Ruth Weeks, who transferred.
- B. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Ruth Weeks, Clerk I, effective March 11, 2016. Ms. Weeks has transferred to JP Pct. 4.
- C. Hilda Lopez, JP Pct. 4, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Ruth Weeks, Clerk, with an annual salary of \$20,500.00 effective March 14, 2016. Ms. Weeks is replacing Brenda Hernandez, who was promoted.
- D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Daisy Mireles, Deputy Sheriff with an annual salary of \$31,125.00 effective March 5, 2016. Ms. Mireles is replacing Gerardo Hernandez, who resigned.
- E. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Joe Corral, who is being promoted from Dispatcher to Deputy Sheriff Cadet with an annual salary of \$31,125.00 effective March 5, 2016. Mr. Corral is replacing Gabriel Soriano, who promoted to Criminal Investigator.
- F. Ramiro Ramon, Commissioner Pct. 1, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Miguel Cantu, Lt. Equipment Operator with an annual salary of \$21,787.50 effective March 14, 2016. Mr. Cantu is replacing Javier Martinez, who resigned.

ORDER #16-124

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve HR Report (A thru F)		N,F,O, R,		
			with correction to the salary in "C"		EVV		
			From \$20,500 to base pay of \$19,712.50.				

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

Frank Lowe, County Auditor

43. Monthly Auditor's Report.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No report presented.				

Ana Markowski Smith, County Attorney

44. Discussion and possible action regarding Val Verde County's Open Carry policy and execution of a resolution regarding same.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O			Requested item be tabled until after Executive Session.				

45. 1. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government code §551.071(1)(A), attorney/client contemplated litigation and possible action in open session thereafter.
2. 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.
3. 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.
4. 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.

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 type="checkbox"/> §551.071(1)(A) <input type="checkbox"/> §551.071(1)(A) <input type="checkbox"/> §551.071(2) <input checked="" type="checkbox"/> §551.071(1)(B) <input type="checkbox"/> §551.072 <input checked="" type="checkbox"/>
OTHER <input type="checkbox"/> BEGAN @ <input type="checkbox"/> 12:27 PM <input type="checkbox"/> ENDED @ <input type="checkbox"/> 1:25 PM <input type="checkbox"/> BREAK @ <input type="checkbox"/> RESUMED @ <input type="checkbox"/> ACTION AFTER EX: <input type="checkbox"/> None <input type="checkbox"/>

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

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken after Executive				
			Session.				

46. Approving subdivision Plats.

ORDER
N/A

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	SUBMIT	AYES	NOES	ABST
			No plats presented.				

47. Certificates of Compliance

ORDER
N/A

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
			No certificates presented.				

48. Approving Monthly Reports from Elected Officials:

ORDER
#16-125

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
R	N		Motion to Approve as Presented.		R,O,N,F		
					EVV		

49. Approving bills for payment:

	NOTES	AMOUNT	HOLD	REMOVE
INCLUDING:	None			
EXCLUDING:	\$4,820.00 - CDS MUERY – DO NOT PAY			
	Judge Gonzalez to resubmit \$500.00 a month attorney			
	Grant expense at next meeting.			

ORDER
#16-126

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
N	O		Motion to Approve as Presented except		R,O,N,F		
			noted above.		EVV		

50. Elected official's comments: _____

51. Judge's Comments: _____

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

ADDENDUM

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:

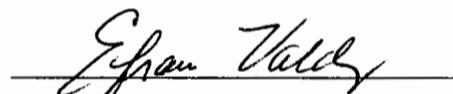
Gustavo Flores, Val Verde Commissioner Pct. 4

1. Discussion and possible action on acceptance of refrigerator donated by Big Dave's repair for the food Assistance Program.

ORDER	MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
#16-127	O	N		Motion to accept donation.		R,O,N,F		
						EVV		

The foregoing, recorded in Volume 46, pages 20-157, inclusive, was on this the 11th day of April A.D. 2016, read and is hereby **APPROVED**.

Respectfully submitted,


 EFRAIN V. VALDEZ
 COUNTY JUDGE

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
March 2016 REGULAR TERM

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

March 14, 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:

Presentation, by Isabel Guerrero

6. Discussion on the New Horizons Women and Children's Center Financial activity during October, November, and December.

Ramiro V. Ramon, County Commissioner Pct. #1

7. Discussion and possible action addressing court order community service policy.
8. Discussion and possible action addressing group communications policy.
9. Discussion and possible action on policy addressing emergency closing and/or Evacuation.
10. Discussion and possible action on affordable Care Act policy by Ernesto Martinez from TAC.

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

11. Discussion and possible action on lease agreement between the Val Verde County and ABO Youth NFL Flag football league for the use of the (60 Acres).
12. Discussion and possible action on lease between the Val Verde County and Del Rio Rotary Club for the use of the Val Verde Fairgrounds. Independence Day Rodeo. (July 1, & 2. 2016)
13. Discussion and possible action on lease between the Val Verde County and the Alfazar Shrine Circus for the use of the Val Verde Fairgrounds. (September 5, 2016)
14. Discussion and possible action on lease agreement between the Val Verde County and Race track promotions.
15. Discussion and possible action on lease agreement between the Val Verde County and the Border Youth Soccer League for the use of the soccer fields at Frontera Rd. (3/15/16-6/20/16).
16. Discussion and possible action on a building and manpower for animal control.
17. Discussion and possible action on moving meeting to 6:30pm at night.
18. Discussion and possible action on money received from property damage.
19. Discussion and possible action on the duties of the IT department.

P.O. Box 4250 • Del Rio, TX 78841

20. Discussion and possible action on how to pay county employees that were working after hours on emergencies.

21. Discussion and possible action on the purchase of an incinerator air curtain.

Robert Nettleton, County Commissioner Pct.#3.

22. Discussion and possible action to consider and Act upon authorization to advertise for bids for the Comstock Waterline Project TxCDBG 7215499.

23. Discussion and possible action to consider and Act upon requesting proposals for the development of a Val Verde County Parks and Recreation Master Plan for TPWD Funding Opportunities.

24. Discussion and possible action on GMA7 Meeting to set DFC'S for Val Verde County.

Gustavo Flores, County Commissioner Pct. 4

25. Discussion and possible action to request for funds from those allocated for "Traffic Items- Upgrade Traffic Signals" in the amount of \$4,287.07 and the unutilized balance of \$1,805.93 for "Direct Expenses – Airfare" totaling \$6,093.00 to defer a portion of the funds expended to date by Dannenbaum in the pursuit of the relocation of existing utilities and property owner fences that was not part of their original scope of service under the contract of work on Frontera Road.

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

Eloy Padill, Administrative Assistant

27. Discussion and possible action regarding method and/or procedures relating to payment of costs, expense, professional services and other contract services of the Val Verde D.W.I/Drug Specialty Court.

Rowland Garza, Emergency Management Coordinator

28. Discussion and possible action on mass alert/notification system and equipment for emergencies.

Rogelio R. Musquiz Jr., Purchasing Agent

29. Discussion to consider and act on entering into a 60 mo. Contract/lease of equipment and postage service with Pitney Bowes for the County Clerk Office. (\$70.00/mo.)
30. Discussion to consider and act on authorizing payment to listed suppliers for goods and services in the stated amounts. Listed purchases were made prior to obtaining purchase.
 - A. Del Rio News Herald, \$120.00, Newspaper subscription, Commissioners Office
 - B. Jose Rios, \$46.00, Travel per Diem, Pct#4
 - C. Ashley Crisp, \$15.00, Reimbursement for criminal Exam, JP#3
 - D. Lone Star Copiers, \$66.46, Copier maintenance, Co. Ct. At Law
 - E. BIS, \$4,000.00, Annual software maintenance, Co. Ct. At Law
 - F. Central Glass and Mirror, \$80.65, window glass, women's Shelter/Building Maint.
 - G. Credit Card Services, \$193.37, Hotel deposit Mrs. Tanguma, Sheriff Dept.
 - H. DS Waters, Monthly deliveries, \$10.28-Auditor, \$10.28-Treasurer, \$22.56 3rd floor Ct. Hse, \$21.28-Dist. Clk., \$21.34 83rd.
 - I. DS Waters, Month of February deliveries, \$14.78-Dist. Clerk, \$19.28-JP#2, \$15.56-63rd.

Roger Cerny, Val Verde Heath Inspector

31. Discussion and possible action on the update on Texas Forrest Service Class scheduled 3-21 thru. 3-25.
32. Discussion and possible action to call a work shop meeting to review recent appraisal of county building and contents by TAC.

Graciela Monday, Val Verde County Librarian

33. Discussion to consider issuing a check for \$75.00 to USPS to cover postage for Inter-library loans and overdue notices.
34. Discussion and possible action on Mr. Kypke request to return donated tapestry back to his family.

Beatriz I. Munoz, Tax Assessor Collector

35. Discussion and possible action on requesting the approval of the filing of Tax Assessor Collector's Annual Continued Education Transcript.

Steve Berg, Val Verde Constable Pct.3

36. Discussion and possible action on appointing a reserve deputy constable for Val Verde County Pct. 3.

Joe Frank Martinez, County Sheriff

37. Discussion and possible action on requesting authorization to apply for and accept the Local Border Security Program (LBSP) 2017 grant; to include the Resolution.
38. Discussion and possible action on requesting authorization to apply for and accept the FY 2016 operation Stonegarden DHS-16-GPD-067-00-01 grant; to include the resolution.

Aaron Rodriguez, County Treasurer

39. Monthly Treasurer's Report.
40. Discussion and possible action regarding Tex-Pool Accounts.
41. Discussion and possible action regarding county investment policy.

Juanita Barrera, HR Director

42. Listed below are several personnel matters which need to be part of the upcoming March agenda for HR reporting period from February 20, 2016 through March 9, 2016.
- A. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Ismael Diaz, Deputy Clerk I with an annual salary of \$19,720.00 effective March 14, 2016. Mr. Diaz is replacing Ruth Weeks, who transferred.
 - B. Generosa Ramon, County Clerk, requesting that Frank Lowe, County Auditor, stop issuing checks to Ruth Weeks, Deputy Clerk I, effective March 11, 2016. Ms. Weeks has transferred to JP Pct. 4.
 - C. Hilda Lopez, JP Pct. 4, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Ruth Weeks, Deputy Clerk with an annual salary of \$20,500.00 effective March 14, 2016. Ms. Weeks is replacing Brenda Hernandez, who was promoted.

- D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Daisy Mireles, Deputy Sheriff with an annual salary of \$31,125.00 effective March 5, 2016. Ms. Mireles is replacing Gerardo Hernandez, who resigned.
- E. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Joel Corral, who is being promoted from Dispatcher to Deputy Sheriff Cadet with an annual salary of \$31,125.00 effective March 5, 2016. Mr. Corral is replacing Gabriel Soriano, who promoted to Criminal Investigator.
- F. Ramiro Ramon, Commissioner Pct. 1, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Miguel Cantu, Lt. Equipment Operator with an annual salary of \$21,787.50 effective March 14, 2016. Mr. Cantu is replacing Javier Martinez, who resigned.

Frank Lowe, County Auditor

43. Monthly Auditor's Report.

Ana Markowski Smith, County Attorney

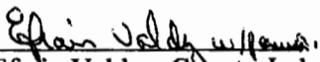
- 44. Discussion and possible action regarding Val Verde County's Open Carry policy and execution of a resolution regarding same.
- 45.
 - 1. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
 - 2. 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.
 - 3. 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.
 - 4. 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.

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;

- 46. Approving Subdivision plats.
- 47. Certificate of compliance.
- 48. Approving monthly reports from elected officials.
- 49. Approving bills for payment.
- 50. Elected official's comments.
- 51. Judge's comments:

Our next Regular Commissioners Court Meeting will be April 11, 2016, @ 9:00 a.m., **Agenda Items are due Wednesday, April 6, 2016 @ 12: 00 noon.**


Efrain Valdez, County Judge
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON:
Thursday, March 10, 2016 at 8:46 AM**

2016 MAR 10 AM 8:46
GENERAL CLERK
VAL VERDE COUNTY CLERK
BY  OFFICIAL

P.O. Box 4250 • Del Rio, TX 78841

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 10th day of March, 2016 at 8:46 o'clock a. m. and recorded in the minutes of the Val Verde County Commissioner's Court.

Seal



Generosa Gracia-Ramon

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

March 14, 2016 at 9:00AM

Gustavo Flores, Val Verde Commissioner Pct. 4

1. Discussion and possible action on acceptance of refrigerator donated by Big Dave's repair for the Food Assistance Program.

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: Thursday, March 10, 2016 at 1:30 PM

2016 MAR 10 PM 1:30
SERENA GRACIA RAMON
VAL VERDE COUNTY CLERK
BY DEPUTY

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 10th day of March, 2016 at 1:30 o'clock p. m. and recorded in the minutes of the Val Verde County Commissioner's Court.

Seal



Generosa Gracia-Ramon

Generosa Gracia-Ramon
Val Verde County Clerk

9:33 AM
02/08/16
Accrual Basis

Quad Counties Council
Profit & Loss Detail
October through December 2015

6

Type	Date	Num	Name	Memo	Class	Cir	Split	Amount	Balance
Ordinary Income/Expense									
Income									
Transfer Income									
Transfer Income - KNPIP									
Deposit	12/11/2015	Dep.	Deposit	Transfer from...			Compass Bank	5,000.00	5,000.00
Total Transfer Income - KNPIP								5,000.00	5,000.00
Total Transfer Income								5,000.00	5,000.00
43400 · Direct Public Support									
Deposit	10/14/2015	Dep.	Deposit	Donation by ...			Compass Bank	400.00	400.00
Deposit	10/14/2015	Dep.	Deposit	Donation by ...			Compass Bank	675.00	1,075.00
Total 43400 · Direct Public Support								1,075.00	1,075.00
44800 · Indirect Public Support									
44820 · United Way, CFC Contributions									
Deposit	12/3/2015	Dep.	Deposit	United Way			Compass Bank	549.79	549.79
Total 44820 · United Way, CFC Contributions								549.79	549.79
44800 · Indirect Public Support - Other									
Deposit	12/1/2015	Dep.	Deposit	Donation fro...			Compass Bank	187.50	187.50
Deposit	12/14/2015	Dep.	Deposit	Deposit			Compass Bank	32.43	219.93
Total 44800 · Indirect Public Support - Other								219.93	219.93
Total 44800 · Indirect Public Support								769.72	769.72
46400 · Other Types of Income									
Deposit	12/16/2015	Dep.	Deposit	Check # 747...			Compass Bank	32,500.00	32,500.00
Total 46400 · Other Types of Income								32,500.00	32,500.00
Total Income								39,344.72	39,344.72
Gross Profit								39,344.72	39,344.72
Expense									
Other									
Accounting									
Check	10/14/2015	Debit	Image statement				Compass Bank	5.00	5.00
Check	10/14/2015	Debit	Image statement				Compass Bank	40.00	45.00
Check	11/16/2015	Debit	Image statement				Compass Bank	5.00	50.00
Check	11/16/2015	Debit	Image statement				Compass Bank	40.00	90.00
Check	12/15/2015	Debit	Image statement				Compass Bank	5.00	95.00
Check	12/15/2015	Debit	Image statement				Compass Bank	40.00	135.00
Total Accounting								135.00	135.00

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Quad Counties Council
 Profit & Loss Detail
 October through December 2015

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Misc									
Check	10/9/2015	4714	Isabel Fernandez	Petty Cash			Compass Bank	500.00	500.00
Check	11/13/2015	4736	Isabel Fernandez	Petty Cash			Compass Bank	500.00	1,000.00
Check	12/11/2015	4757	Isabel Fernandez	Petty Cash			Compass Bank	500.00	1,500.00
Check	12/24/2015	4771	Isabel Fernandez	Petty Cash			Compass Bank	500.00	2,000.00
Total Misc								2,000.00	2,000.00
Utilities									
Check	10/23/2015	4724	Time Warner Cable				Compass Bank	223.50	223.50
Check	12/4/2015	4756	Time Warner Cable				Compass Bank	223.50	447.00
Check	12/18/2015	4770	Time Warner Cable				Compass Bank	223.50	670.50
Total Utilities								670.50	670.50
Other - Other									
Check	10/30/2015	4725	KNPIP Account	TX Workforc...			Compass Bank	0.00	0.00
Check	12/11/2015	4758	VOID				Compass Bank	0.00	0.00
Total Other - Other								0.00	0.00
Total Other								2,805.50	2,805.50
Transfer expense -Shelter									
Check	12/21/2015	Debit	Transfer	Devolucion d...			Compass Bank	5,000.00	5,000.00
Total Transfer expense -Shelter								5,000.00	5,000.00
62100 · Contract Services									
62110 · Accounting Fees									
Check	12/21/2015	Debit	Admin. Fee	Admin. Fee o...			Compass Bank	1,625.00	1,625.00
Total 62110 · Accounting Fees								1,625.00	1,625.00
62100 · Contract Services - Other									
Check	10/2/2015	4704	Lydia H. Solis				Compass Bank	195.00	195.00
Check	10/30/2015	4726	Graciela Avalos				Compass Bank	243.75	438.75
Check	11/25/2015	4746	Graciela Avalos				Compass Bank	176.25	615.00
Check	11/25/2015	4747	Emilia D Melendez				Compass Bank	187.50	802.50
Check	12/11/2015	4759	Graciela Avalos				Compass Bank	176.25	978.75
Check	12/11/2015	4760	Emilia D Melendez				Compass Bank	420.00	1,398.75
Check	12/24/2015	4772	Graciela Avalos				Compass Bank	311.25	1,710.00
Check	12/24/2015	4773	Emilia D Melendez				Compass Bank	60.00	1,770.00
Total 62100 · Contract Services - Other								1,770.00	1,770.00
Total 62100 · Contract Services								3,395.00	3,395.00

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Quad Counties Council
Profit & Loss Detail
October through December 2015

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Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
65000 · Operations									
65040 · Supplies									
Check	10/2/2015	4702	Concho Business S...				Compass Bank	243.72	243.72
Check	10/16/2015	4715	Concho Business S...				Compass Bank	179.35	423.07
Check	10/30/2015	4727	Concho Business S...				Compass Bank	84.50	507.57
Check	11/25/2015	4745	Concho Business S...				Compass Bank	168.98	676.55
Check	12/11/2015	4769	Concho Business S...				Compass Bank	170.50	847.05
Total 65040 · Supplies								847.05	847.05
Total 65000 · Operations								847.05	847.05
65100 · Other Types of Expenses									
65160 · Other Costs									
Check	10/30/2015	4725	KNPIP Account	TX Workforc...			Compass Bank	493.21	493.21
Total 65160 · Other Costs								493.21	493.21
65100 · Other Types of Expenses - Other									
Check	10/2/2015	4703	Texas Council on F...	Membership f...			Compass Bank	100.00	100.00
Total 65100 · Other Types of Expenses - Other								100.00	100.00
Total 65100 · Other Types of Expenses								593.21	593.21
6560 · Payroll Expenses									
Payroll Taxes									
Check	10/2/2015	4713	KNPIP Account		Shelter 2...		Compass Bank	377.41	377.41
Check	10/16/2015	4723	KNPIP Account		Shelter 2...		Compass Bank	313.77	691.18
Check	10/30/2015	4735	KNPIP Account		Shelter 2...		Compass Bank	323.55	1,014.73
Check	11/13/2015	4744	KNPIP Account		Shelter 2...		Compass Bank	313.78	1,328.51
Check	11/25/2015	4755	KNPIP Account		Shelter 2...		Compass Bank	337.02	1,665.53
Check	12/11/2015	4768	KNPIP Account		Shelter 2...		Compass Bank	318.06	1,983.59
Check	12/24/2015	4782	KNPIP Account		Shelter 2...		Compass Bank	359.07	2,342.66
Total Payroll Taxes								2,342.66	2,342.66
6560 · Payroll Expenses - Other									
Check	10/2/2015	4705	Elizabeth Chavez				Compass Bank	349.30	349.30
Check	10/2/2015	4706	Mary Criswell				Compass Bank	526.05	875.35
Check	10/2/2015	4707	Isabel Fernandez				Compass Bank	672.89	1,548.24
Check	10/2/2015	4708	Luz Lazcano				Compass Bank	508.76	2,057.00
Check	10/2/2015	4709	Jose F. Mendoza				Compass Bank	500.83	2,557.83
Check	10/2/2015	4710	Jo Elda Morales				Compass Bank	340.45	2,898.28
Check	10/2/2015	4711	Vicenta Richter				Compass Bank	476.55	3,374.83
Check	10/2/2015	4712	Simon F. Sotelo				Compass Bank	724.74	4,099.57
Check	10/2/2015	4713	KNPIP Account		Shelter 2...		Compass Bank	833.94	4,933.51
Check	10/16/2015	4716	Elizabeth Chavez				Compass Bank	349.30	5,282.81
Check	10/16/2015	4717	Mary Criswell				Compass Bank	526.05	5,808.86
Check	10/16/2015	4718	Luz Lazcano				Compass Bank	429.72	6,238.58
Check	10/16/2015	4719	Jose F. Mendoza				Compass Bank	500.83	6,739.41
Check	10/16/2015	4720	Jo Elda Morales				Compass Bank	393.15	7,132.56

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Quad Counties Council
Profit & Loss Detail
October through December 2015

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Check	10/16/2015	4721	Vicenta Richter				Compass Bank	476.55	7,609.11
Check	10/16/2015	4722	Simon F. Sotelo				Compass Bank	724.74	8,333.85
Check	10/16/2015	4723	KNPIP Account		Shelter 2...		Compass Bank	701.17	9,035.02
Check	10/30/2015	4728	Elizabeth Chavez				Compass Bank	349.30	9,384.32
Check	10/30/2015	4729	Mary Criswell				Compass Bank	526.05	9,910.37
Check	10/30/2015	4730	Luz Lazcano				Compass Bank	535.12	10,445.49
Check	10/30/2015	4731	Jose F. Mendoza				Compass Bank	500.83	10,946.32
Check	10/30/2015	4732	Jo Eida Morales				Compass Bank	340.45	11,286.77
Check	10/30/2015	4733	Vicenta Richter				Compass Bank	526.05	11,812.82
Check	10/30/2015	4734	Simon F. Sotelo				Compass Bank	724.74	12,537.56
Check	10/30/2015	4735	KNPIP Account		Shelter 2...		Compass Bank	726.97	13,264.53
Check	11/13/2015	4737	Elizabeth Chavez				Compass Bank	177.32	13,441.85
Check	11/13/2015	4738	Mary Criswell				Compass Bank	526.05	13,967.90
Check	11/13/2015	4739	Luz Lazcano				Compass Bank	535.12	14,503.02
Check	11/13/2015	4740	Jose F. Mendoza				Compass Bank	500.83	15,003.85
Check	11/13/2015	4741	Jo Eida Morales				Compass Bank	445.87	15,449.72
Check	11/13/2015	4742	Vicenta Richter				Compass Bank	476.55	16,926.27
Check	11/13/2015	4743	Simon F. Sotelo				Compass Bank	724.76	16,651.03
Check	11/13/2015	4744	KNPIP Account		Shelter 2...		Compass Bank	715.04	17,366.07
Check	11/25/2015	4748	Elizabeth Chavez				Compass Bank	349.30	17,715.37
Check	11/25/2015	4749	Mary Criswell				Compass Bank	526.05	18,241.42
Check	11/25/2015	4750	Luz Lazcano				Compass Bank	535.12	18,776.54
Check	11/25/2015	4751	Jose F. Mendoza				Compass Bank	500.83	19,277.37
Check	11/25/2015	4752	Jo Eida Morales				Compass Bank	485.39	19,762.76
Check	11/25/2015	4753	Vicenta Richter				Compass Bank	526.05	20,288.81
Check	11/25/2015	4754	Simon F. Sotelo				Compass Bank	724.76	21,013.57
Check	11/25/2015	4755	KNPIP Account		Shelter 2...		Compass Bank	758.04	21,771.61
Check	12/11/2015	4761	Elizabeth Chavez				Compass Bank	295.52	22,067.13
Check	12/11/2015	4762	Mary Criswell				Compass Bank	526.05	22,593.18
Check	12/11/2015	4763	Luz Lazcano				Compass Bank	535.12	23,128.30
Check	12/11/2015	4764	Jose F. Mendoza				Compass Bank	500.83	23,629.13
Check	12/11/2015	4765	Jo Eida Morales				Compass Bank	386.57	24,015.70
Check	12/11/2015	4766	Vicenta Richter				Compass Bank	476.55	24,492.25
Check	12/11/2015	4767	Simon F. Sotelo				Compass Bank	724.76	25,217.01
Check	12/11/2015	4768	KNPIP Account		Shelter 2...		Compass Bank	712.14	25,929.15
Check	12/24/2015	4774	Elizabeth Chavez				Compass Bank	295.52	26,224.67
Check	12/24/2015	4775	Mary Criswell				Compass Bank	526.05	26,750.72
Check	12/24/2015	4776	Isabel Fernandez				Compass Bank	328.49	27,079.21
Check	12/24/2015	4777	Luz Lazcano				Compass Bank	535.12	27,614.33
Check	12/24/2015	4778	Jose F. Mendoza				Compass Bank	500.83	28,115.16
Check	12/24/2015	4779	Jo Eida Morales				Compass Bank	498.57	28,613.73
Check	12/24/2015	4780	Vicenta Richter				Compass Bank	476.55	29,090.28

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 Accrual Basis

**Quad Counties Council
 Profit & Loss Detail
 October through December 2015**

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Check	12/24/2015	4781	Simon F. Sotelo				Compass Bank	724.76	29,815.04
Check	12/24/2015	4782	KNPIP Account		Shelter 2...		Compass Bank	807.64	30,622.68
Total 6560 · Payroll Expenses - Other								30,622.68	30,622.68
Total 6560 · Payroll Expenses								32,965.34	32,965.34
Total Expense								45,606.10	45,606.10
Net Ordinary Income								-6,261.38	-6,261.38
Net Income								-6,261.38	-6,261.38

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COURT ORDERED COMMUNITY SERVICE POLICIES AND PROCEDURES

Val Verde County welcomes volunteers who are required by a court to do community service. Val Verde County reserves the right to deny ANY individual in need of court ordered community service hours the ability to volunteer with the County based on the nature, type and/or specifics of their offense. Val Verde County will not be a party before the specific Court which orders the service, since there is no jurisdiction over the County and the Courts cannot order Val Verde County to allow an individual to volunteer with Val Verde County. Individuals will be judged solely by their offense(s) and not by any other means, including, but not limited to: age, race, religion, sexual orientation, or disability.

Court Ordered Community Service Application Process

Val Verde County will not accept a volunteer for community service credit who is 'being charged, pleading guilty to or having been found guilty of certain serious offenses including but not limited to:

Acceptable Offenses	Unacceptable Offenses
Contempt of Court	Armed Robbery
Perjury	Assault
Child Support	Aggravated Assault
Minor Traffic Violations	Battery
License, Tag and Registration	Kidnapping
Violations	Arson
Minor Drug and Alcohol Violations	Robbery
Truancy	Sexual Abuse
	Sexual Assault
	Rape

Certain offenses will be considered on a case-by-case basis as to whether or not an individual will be allowed to volunteer with Val Verde County. Such offenses include but are not limited to: (Drug Possession, Drug Sale Offenses, Violation of Probation, Burglary and Theft).

To apply to complete your court-ordered community service with Val Verde County, please submit the following documentation via fax at (830) 774-7659, email the Human Resources Director at jbarrera@valverdecountry.org, or mail at 400 Pecan Street – 3rd Floor, Del Rio, Texas 78840:

- Written documentation from the courts, probation officers and/or their lawyer stating that they are required to complete court ordered community service hours, as well as the specifics of the offense.
- Court-Ordered Community Service Volunteer Application

NOTE: At minimum it can take up to 3-4 business days for the approval process to be completed.

Court Ordered Community Service Volunteer Process

After receiving approval from Val Verde County to completing your volunteer hours with us, you will need to complete the following requirements in order to schedule and complete your volunteer hours:

- **Sign Waiver:** You must complete and sign a waiver. If you are 16 or 17 year old you must have a parent/guardian also sign your waiver.
- **Attend Volunteer Orientation:** You must complete an orientation with us. They are scheduled by Human Resources on an as needed basis. After the orientation meeting, you may meet with the Human Resources Director to discuss specifics of your volunteer service and schedule hours. Please bring a state-issued photo ID or driver's license with you.
- **Schedule Volunteer Opportunities:** All volunteer opportunities can be found on our website or by calling our Human Resources Director. You must sign up in advance for the days you would like to volunteer. As volunteer opportunities may vary, please allow yourself plenty of time to complete your required hours before your due date. We have limited space and want all of our volunteers to have meaningful work when they volunteer with us. With this in mind, if you just show up at the office or the job site without scheduling in advance, you will be asked to leave.
- **Sign In on the Office/Work-Site Sign-in Sheet:** Aside from tracking your hours personally and having them signed by a staff member, we ask that all of our volunteers sign in & out on our general volunteer sign-in sheet. Both the office and our sites have a sign in sheet for volunteers to use when they arrive.
- **Work Registered Hours:** Volunteers who are registered to work have until 4 pm the evening before to cancel a scheduled date. Please contact the HR office. After the second date that you are scheduled and do not show up, you will be removed from future volunteer dates and turned away from the job site.
- **Record your Hours:** You are responsible for tracking your hours. If the department you are doing community service for does not provide you with a sheet to record your hours, you will be required to use a Val Verde County tracking sheet to record the date, the time you arrive, the time you leave, and a staff signature.

Once you have acquired the needed hours, please notify the Human Resources Director and submit your Community Service Hours verification sheet. The HR Director will sign any documents needed and submit them to you and/or the court and provide a validation letter within five business days. The letter will be on letterhead stating how many hours you completed, and in what capacity (i.e. Build Site, Office, etc). Individuals who are unable to wait two weeks for their validation letter can request a meeting with the HR Director (at his/her availability) to receive a letter early, but there is NO guarantee that a meeting will be scheduled or the letter can be prepared.

Note: No validation letters will be prepared without a validated time sheet. No Exceptions.

For any questions about the Val Verde County Community Service Policy and Procedures, please contact Juanita Barrera, HR Director at (830)774-7543. 400 Pecan, 3rd Floor, Del Rio, Texas 78840

Court Ordered Community Service Volunteer Application

Name: _____ Date: _____
Address: _____
Phone: ()- _____ H W C Email: _____
Offense: _____ Case Number: _____
Needed Hours: _____ To Be Completed By: _____
Supervisor: _____ Phone: () _____

Guidelines

- Work Ethic:** We expect that all of our volunteers show up to work on time, respect staff members, and do the work that is needed to be done. We do not save work for volunteers because that would not be a productive way to do the work or run our office. We appreciate our volunteers being flexible in this regard. If you are found to be unproductive on the job site or at the office you will not earn any volunteer hours for that day. If you have completed a task and need something to do you are required to seek out Supervisory Staff to be assigned your next task.
- Breaks:** The length of time and where you volunteer will determine your breaks. Office volunteers work 7.5 hours and Job site volunteers work no longer than an 8-10 hour shifts and will receive a break for lunch as scheduled.
- Dress Code:** If you will be doing office work, please dress in business casual attire. If you will be doing other manual labor tasks, closed-toe shoes will be required. Some of our departments are family-oriented; please dress accordingly.
- Code of Conduct:** We do not permit the use of foul language, drugs or alcohol, or any kind of physical or verbal abuse. If you are caught doing any of the above you will be asked to leave and will not have the opportunity to finish your hours with us.

Val Verde County reserves the right to terminate the agreement for community service if the participant is unproductive, fails to adhere to the guidelines, is disruptive or in any way negatively impacts the accomplishments of Val Verde County's mission.

By signing below you agree that you have read the above guidelines, that you understand them, and that you agree to abide by them while volunteering with Val Verde County.

Signature of Volunteer

Date

Printed Name

COURT ORDERED COMMUNITY SERVICE APPLICATION
At Least 18 Years Old Court Appointed Volunteer Application

Date _____/_____/_____		SSN _____-_____-_____	
Name _____			
(First Name)	(Middle Name)	(Last Name)	
Address _____			
(Street)	(City)	(State)	(Zip Code)
DOB _____/_____/_____		Age _____	
Cell Phone (____)____-_____		Home Phone (____)____-_____	
Charge/Offense _____			
No of Hours to Complete _____		Deadline for Completion _____/_____/_____	
Email: _____			

FOR HUMAN RESOURCES USE ONLY	
Authorized BY _____	Approved <input type="checkbox"/> <input type="checkbox"/> Not Approved
Department Location _____	Start Date _____/_____/_____
Time to Report to Work _____	

To submit your application, email it to jbarrera@valverdecountry.org or fax to (830)774-7659. Please note, applications may take up to 3-5 business days (not including weekends) to process. If you need assistance please call 830-774-7543.

COURT ORDERED COMMUNITY SERVICE APPLICATION
Under 18 Years Old Court Appointed Volunteer Application

Date _____/_____/_____		SSN _____-_____-_____	
Name _____			
(First Name)	(Middle Name)	(Last Name)	
Address _____			
(Street)	(City)	(State)	(Zip Code)
DOB _____/_____/_____		Age _____	
Cell Phone (____)____-_____		Home Phone (____)____-_____	
Charge/Offense _____			
No of Hours to Complete _____		Deadline for Completion _____/_____/_____	
Email: _____			

**** If you are under 18 years old, you must have a guardian present with you at Orientation.**

To submit your application, email it to jbarrera@valverdecountry.org or fax to (830)774-7659. Please note, applications may take up to 3-5 business days (not including weekends) to process. If you need assistance please

FOR HUMAN RESOURCES USE ONLY		
Authorized BY _____	Approved	Not Approved
Department Location _____	Start Date _____/_____/_____	
Time to Report to Work _____		

call 830-774-7543.

AUTHORIZATION AND RELEASE OF INFORMATION

I understand that if I am accepted to complete community service through Val Verde County, this authorization form will remain valid and part of my community service file throughout the duration of my service.

Print Name _____

Soc. Sec. Number ____/____/____ DOB ____/____/____

Driver's License Number/State _____

Telephone Number _____

Alternate Number _____

Signature of Applicant _____

Date _____

Group Communication Policy

The county may, as needed, use group communication tools (such as email and text messages) to communicate with all employees (or subsets of them) on matters of official county business that require immediate notification or that are of a sufficient level of importance to warrant special attention. The county may also use group communication tools to communicate with employees in the event of emergencies or where other means are impractical. With the exception of the Emergency Notification System, any such group communications to employees must be approved by the County Judge and should be limited to those matters (such as office closures) that affect the majority of the defined group. The group communication identify the person sending it and from where it originated.

If an employee has a non-county issued cell phone and wants to receive group communications as described above, the employee must notify the Human Resources department.

Consent to Release
Personal Cell Phone Number and
Personal Email Address

I, _____, do hereby consent and authorize the Human Resources Director to release the following for the sole purpose outlined in Val Verde County's Group Communication Policy:

Personal cell phone number: _____

Personal email address: _____

I understand that I can withdraw my consent at any time.

Signature

Date

Policy to Define Measurement Periods in Compliance with the Affordable Care Act (ACA) 2010

New hires fall into several categories which determine if and when they may be offered health insurance:

- a) Employees reasonably expected to work full-time (do not need to measure)
- b) Employees reasonably expected to work part-time (less than 30 hours per week) (measure)
- c) Seasonal employees (measure)
- d) Employees working variable hours (measure)

NEW HIRES: INITIAL MEASUREMENT PERIOD

This Initial Measurement Period (IMP) is the period that an employer chooses to apply to new hires. This period is used to determine whether newly hired variable hour and seasonal employees are eligible for health insurance. The IMP and the Initial Administrative Period combined may not extend beyond 13 months. The IMP begins on the hire date of a new non full-time employee and will end 12 months later. For example, if a variable hour employee is hired on April 1, 2015, that employee's IMP will begin on April 1, 2015 and will end March 31, 2016.

NEW HIRES: INITIAL ADMINISTRATIVE PERIOD

The Initial Administrative Period (IAP) is the period of time during which the County measures hours worked and determines whether health care coverage must be offered. This period begins immediately following the end of the IMP and ends immediately before the start of the Initial Stability Period. The IAP will be no longer than 1 month. For example, if a variable hour employee's IMP ends on March 31, 2016, that employee's IAP begins on April 1, 2016 and ends April 30, 2016. During this period the County will determine if the employee is eligible for health care coverage. If the employee has been paid an average of thirty (30) or more hours during his/her IMP, the employee must be offered health care coverage.

NEW HIRES: INITIAL STABILITY PERIOD

The Initial Stability Period (ISP) is the period of time lasting 12 months during which the employee is either:

- 1) considered health insurance eligible and must be offered coverage, or;
- 2) not considered eligible and coverage is not offered.

For new variable hour and seasonal employees, the ISP must begin after both the IMP and IAP. For those determined to be eligible, their ISP must be the same length as the Standard Stability Period. The ISP for the County is 12 months beginning immediately after the IAP ends. For example, if during the IAP (April 1, 2016 thru April 30, 2016) it is determined that a variable hour employee is paid an average of thirty hours or more per week during their IMP, then that employee is eligible and must be offered health care coverage. If the employee accepts the health care coverage, the coverage would begin on the first day of the month following 60 days from qualification and application for coverage. If they continue to work an average of thirty hours or more per week during the Standard Measurement Period, the employee must again be offered health care coverage at the end of the ISP.

STANDARD MEASUREMENT PERIOD

The Standard Measurement Period (SMP) is the period used for ongoing employees; i.e. an employee who was employed prior to October 1, 2014. The SMP is used to determine whether seasonal and variable hourly employees are eligible for health insurance coverage. The SMP for the County begins September 1st each year and ends August 31st the following year; e.g. SMP begins September 1, 2015 and ends August 31, 2016.

STANDARD ADMINISTRATIVE PERIOD

The Standard Administrative Period (SAP) is the period of time during which the County performs measurement and determines whether health care coverage should be offered. This period begins immediately following the SMP and ends immediately before the Standard Stability Period. The SAP begins September 1st each year and ends September 30th; e.g., the SAP begins September 1, 2016 and ends September 30, 2016. During this period, the County will determine if the employee is eligible for health care coverage (employee was paid an average of thirty or more hours per week during the SMP). If eligible, the employee must be offered health care coverage.

STANDARD STABILITY PERIOD

The employee is eligible for health insurance coverage and must be offered participation during the subsequent Standard Stability Period (SSP) if it is determined that an employee averaged at least 30 hours per week during the SMP. If an employee selects the health care coverage, the SSP is 12 months beginning immediately after the SAP ends regardless of the employee's number of hours of service during the SSP. The SSP for the County begins October 1 each year and ends September 30. If it is determined during the SAP (September 1, 2016 thru September 30, 2016) that a variable hour employee is paid an average of thirty hours or more per week during their SMP, then that employee is eligible and must be offered health care coverage. If the employee accepts the health care coverage, their coverage begins on the first of the month following 60 days from qualification and application for coverage and will continue to the end of their SSP which is twelve months after coverage begins. If they continue to be paid an average of thirty hours or more per week during their next SMP, the employee must be offered health care coverage again.

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 The **ABO Youth NFL Flag Football League** ("Lessee"), for the lease of premises known as (60 acres). 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 Agreement shall commence on Saturday, April 2, 2016 and shall terminate on Saturday, May 28, 2016.

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Greg Martinez and sent by certified mail to 914 E. Virginia Del Rio Texas 78840 .

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 1.00 for time specified payable in advance due on April 2, 2016. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. 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. Furthermore, Lessee warrants it has complied with all applicable laws.

5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of \$1,000,000 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 Agreement 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.

6. Indemnification: Lessee shall indemnify Lessor for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from the use of the property, as well as attorney's fees and other costs relating to the aforementioned.

7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement 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.

15. 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.

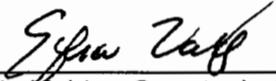
16. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts,

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.

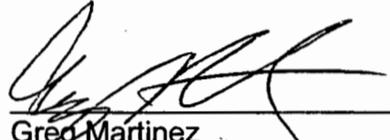
17. Description of property: Soccer Fields (60 acres) located at 2414 Dodson Ave.

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

EXECUTED on this 15th day of March, 2016.



Efrain Valdez County Judge
On behalf of Val Verde County



Greg Martinez
On Behalf of the ABO Youth NFL
Flag Football League

Presented to Val Verde Commissioners Court on 03, 14, 16 and made a part of the court's minutes.

2

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 **The Rotary Club of Del Rio, TX** ("Lessee") acting by and through **David Ortiz**, director 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 06/30/2016 at 7:00 a.m. and end on 07/03/2016 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: Friday, July 01, 2016 and Saturday July 02, 2016.

2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 06/30/16 and ending 07/3/16.

- * Large Arena
- * Concessions Stands
- * Grand Stands
- * Rest Rooms
- * Parking Lot

*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 fairground. 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 acceptable condition and after Lessor's agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.
6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 06/30/2016. 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: Lessor 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. Lessor is responsible of the cost of providing dumpsters.

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 7a.m on 07/01/2016 through 07/02/2016 at 1a.m. Lessee shall coordinate with the Val Verde

County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.

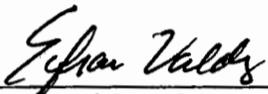
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the 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. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED on this 15th day of March, 2016.



Efrain Valdez, County Judge
On behalf of Val Verde County



David Ortiz, Director
On behalf of
The Rotary Club of Del Rio, TX

Presented to Val Verde Commissioners Court on 3, 14, 16 and made a part of the court's minutes.

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 The Border Youth Soccer League ("Lessee"), for the lease of premises known as (property description). 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 Agreement shall commence on Tuesday 3/15/16 and shall terminate on Saturday 06/19/2016.

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Hector E. Urteaga and sent by certified mail to 116 Glendale Del Rio Texas 78840 .

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 1.00 for time specified payable in advance due on 3/15/16 No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. 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. Furthermore, Lessee warrants it has complied with all applicable laws.

5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of \$1,000,000 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 Agreement 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.

6. Indemnification: Lessee shall indemnify Lessor for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from the use of the property, as well as attorney's fees and other costs relating to the aforementioned.

7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement 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.

15. 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.

16. 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,

Border Youth Soccer League
116 Glendale Dr.
(830) 422-27 73
Del Rio TX 78840

February 17, 2016

DEL RIO SPORT COMPLEX

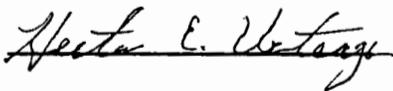
TO: LEWIS OWENS

The **Border Youth Soccer League** and its affiliates (players) respectfully send this letter to Mr. Owens to request the **Del Rio Sport Complex**. We will need it from February 27 - June 19, 2016. The whole purpose of this petition is to promote the sport, friendship and a drug free environment among our young people and their parents as well. If the permission is granted we the league and the whole people who makes this organization possible promises to respect all the rules, directions and beauty of this facility

Your support to sports, especially **SOCCER**, is for the youth in our community to live lives clean and free of drugs.

Sincerely,

President
Hector E. Urteaga



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.

17. Description of property: All Soccer Fields on Garza Lane Sports Complex. Including paved and non paved parking area and restrooms.

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

EXECUTED on this 15th day of March, 2016.

Efrain Valdez
Efrain Valdez County Judge

On behalf of Val Verde County

Hector E. Urteaga
Hector E. Urteaga
On Behalf of the Border Youth
Soccer League

Presented to Val Verde Commissioners Court on 03, 14, 16 and made a part of the court's minutes.

**Border Youth Soccer League
116 Glendale Dr.
(830) 422-27 73
Del Rio TX 78840**

February 17, 2016

DEL RIO SPORT COMPLEX

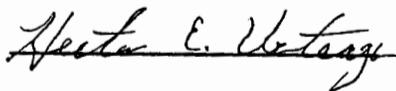
TO: LEWIS OWENS

The Border Youth Soccer League and its affiliates (players) respectfully send this letter to Mr. Owens to request the **Del Rio Sport Complex**. We will need it from February 27 - June 19, 2016. The whole purpose of this petition is to promote the sport, friendship and a drug free environment among our young people and their parents as well. If the permission is granted we the league and the whole people who makes this organization possible promises to respect all the rules, directions and beauty of this facility

Your support to sports, especially **SOCCER**, is for the youth in our community to live lives clean and free of drugs.

Sincerely,

President
Hector E. Urteaga



#13

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 **ALZAFAR SHRINE CIRCUS** ("Lessee") acting by and through its agents, **George Carden** 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 9/5/16 at 7:00 a.m. and end on 09-05-2016 at 7 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: **Monday September 5th 2016.**

2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 09/05/2016 and ending 09/05/2016.

- Large Arena
- Grandstands
- Restrooms
- Parking Lots

*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 fairground. 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 acceptable condition and after Lessor's agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.
6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 08/26/2012. 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 7a.m to 12 p.m. on 09/05/2016. 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. **Arena Rental Fee:**

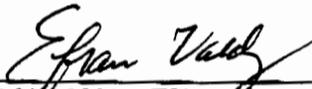
Deposit: \$500.00

Days 1 Rate \$1000.00

Grand Total: \$1500.00

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

EXECUTED on this 15th day of March, 2016.



EFRAIN VALDEZ County Judge
On behalf of Val Verde County



George Garden
On behalf of Shriner Circus

Presented to Val Verde Commissioners Court on 03, 14, 16 and made a part of the court's minutes.

LEASE NO. 57-6395-15-033

Simplified Lease
GSA FORM L201A (May 2015)

This Lease is made and entered into between

Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))

Val Verde, County of

(Lessor), whose principal place of business address is 400 Pecan Street, Del Rio, TX 78840-5140 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the Government, upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1582 Cienegas Road, Del Rio, TX 78840

and more fully described in Section 1 and Exhibit B, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by the Government.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, to be February 1, 2016, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Signature: Efrain Valdez
Name: Efrain V. Valdez
Title: Val Verde County Judge
Entity Name: Val Verde County
Date: March 14, 2016

FOR THE GOVERNMENT:

Signature: _____
Karin Finke
Real Property Leasing Officer (RPLO)
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Yutissa Martinez
Title: Office Manager
Date: March 14, 2016

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)

The Premises are as described under Exhibit A, Simplified Lease Proposal, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. All the terms and conditions contained herein shall prevail throughout the term of the lease. If the Government terminates a portion of the Space, the space released shall be marketable by the Lessor. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (SIMPLIFIED) (APR 2014)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (APR 2015)

The following documents are as attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Site Plan Delineating the Premises	1	B
Security Requirements for Level 1	2	
GSA Form 1364A, Simplified Lease Proposal	2	A
Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions for Leasehold Interests in Real Property) (GSA Form 3518-SAM)	2	

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)~~ INTENTIONALLY DELETED

1.09 ~~OPERATING COST BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.10 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Replace Roll-up Door

1.11 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)~~ INTENTIONALLY DELETED

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. ~~Broker~~. ~~If the Government awarded this Lease using a contract real estate broker, Broker shall refer to the Government's broker.~~
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. ~~Commission Credit~~. ~~If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.~~
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the Government supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the RPLO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

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LESSOR: EV GOVERNMENT: _____

GSA FORM L201A (05/15)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Real Property Leasing Officer (RPLO) by notice without an express delegation by the prior RPLO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013) INTENTIONALLY DELETED

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2014) INTENTIONALLY DELETED

2.06 CHANGE OF OWNERSHIP (APR 2015)

- A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.
- B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
- C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.
- D. In addition to all documents required by FAR 42.1204, the RPLO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- E. If the RPLO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.
- F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property).
- G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the RPLO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED

2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013) INTENTIONALLY DELETED

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED

2.10 FIRE AND CASUALTY DAMAGE (SIMPLIFIED) (SEP 2011)

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises **within 30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or

restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

2.11 DEFAULT BY LESSOR (APR 2012)

- A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
1. Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
 2. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
 3. Grounds for Termination. The Government may terminate the Lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.
 4. Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - (i) Circumstances within the Lessor's control;
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
 5. The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

2.12 INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

2.13 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

2.14 CHANGES (SIMPLIFIED) (SEP 2011) INTENTIONALLY DELETED

2.15 COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2016) INTENTIONALLY DELETED

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2.17 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2015)

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
3. FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) (Applicable if over \$25,000)
4. FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) (Applicable to Leases over \$30,000.)
5. FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$700,000.)
6. FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable if over \$700,000.)
7. FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) ALTERNATE III (OCT 2014) (Applicable to Leases over \$650,000.)
8. FAR 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to Leases over \$650,000.)
9. FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) (Applicable to Leases exceeding \$3,000.)
10. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
11. FAR 52.222-26, EQUAL OPPORTUNITY (MAR 2007)
12. FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) (Applicable to Leases over \$100,000.)
13. FAR 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to Leases over \$15,000.)
14. FAR 52.222-37, EMPLOYMENT REPORTS VETERANS (JUL 2014) (Applicable to Leases over \$100,000.)
15. FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over \$150,000 average net annual rent including option periods as well as to any Leases of any value awarded to an individual)
16. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
17. FAR 52.233-1, DISPUTES (JUL 2002)
18. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (FEB 1996)
19. GSAR 552.232-23, ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to Leases over \$3,000.)
20. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RPLO. The RPLO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/cpg>.
- B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the RPLO with the TI pricing submittal. The request for waiver shall be based on the following criteria:
1. The cost of the recommended product is unreasonable.
 2. Inadequate competition exists.
 3. Items are not available within a reasonable period.
 4. Items do not meet Lease performance standards.

3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biopreferred.gov. In general, environmentally preferable products and materials do one or more of the following:
1. Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.
 2. Minimize the consumption of resources, energy, and water.
 3. Prevent the creation of solid waste, air pollution, or water pollution.
 4. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the RPLO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the RPLO.

3.05 WOOD PRODUCTS (SEP 2013)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.sfiprogram.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.06 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible volatile organic compounds (VOC) content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.07 BUILDING SHELL REQUIREMENTS (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SIMPLIFIED) (JUN 2012)

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve aspects of the Lessor's design. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.10 VESTIBULES (APR 2014) INTENTIONALLY DELETED

3.11 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANS/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - 1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.15 ELEVATORS (SIMPLIFIED) (SEP 2013) INTENTIONALLY DELETED

3.16 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.17 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.18 CEILINGS (SIMPLIFIED) (SEP 2013)

Ceilings shall be at a minimum **9 feet and 0 inches** and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (~~SEP 2013~~) INTENTIONALLY DELETED

3.20 WINDOWS (~~SIMPLIFIED~~) (~~AUG 2014~~) INTENTIONALLY DELETED

3.21 PARTITIONS: ~~PERMANENT~~ (~~APR 2016~~) INTENTIONALLY DELETED

3.22 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.23 PAINTING — SHELL (~~JUN 2012~~) INTENTIONALLY DELETED

3.24 FLOORS AND FLOOR LOAD (APR 2015)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the RPLO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.
- C. INTENTIONALLY DELETED

3.25 FLOOR COVERING AND PERIMETERS — SHELL (~~SIMPLIFIED~~) (~~JUN 2012~~) INTENTIONALLY DELETED

3.26 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.27 ELECTRICAL (SIMPLIFIED) (JUN 2012)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.28 ADDITIONAL ELECTRICAL CONTROLS (~~JUN 2012~~) INTENTIONALLY DELETED

3.29 PLUMBING (~~JUN 2012~~) INTENTIONALLY DELETED

3.30 DRINKING FOUNTAINS (~~APR 2014~~) INTENTIONALLY DELETED

3.31 RESTROOMS (SEP 2013)

- A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures must meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

- B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- C. Each main restroom shall contain the following:
1. A mirror and shelf above the lavatory.
 2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
 3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
 4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
 5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
 6. A disposable toilet seat cover dispenser.
 7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
 8. A floor drain.
 9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.32 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

3.33 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (SEP 2013)

Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ASHRAE Standard 62.1. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013) INTENTIONALLY DELETED**4.02 GREEN LEASE SUBMITTALS (SIMPLIFIED) (JUN 2012)**

The Lessor shall submit to the RPLO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.
- B. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the Lease.
- F. If renewable source power is purchased, documentation within 9 months of occupancy.

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEP 2014) INTENTIONALLY DELETED**4.04 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (APR 2011)**

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

4.05 CONSTRUCTION INSPECTIONS (APR 2011)

- A. The RPLO or the RPLO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.
- B. Periodic reviews, witnessing of tests and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the RPLO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (MAY 2015)

- A. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete and a Certificate of Occupancy (C of O) has been issued as set forth below. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects or fraud, but shall not relieve the Lessor of any other Lease requirements.
- B. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- C. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.07 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space, which, together with the CAF established in Exhibit A, GSA Form 1364A, will yield the total Rentable Area of the Premises. The rent for the Space will be adjusted based on the measured ABOA square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.08 ~~AS-BUILT DRAWINGS (SIMPLIFIED) (JUN 2012)~~ INTENTIONALLY DELETED

4.09 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

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SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (SEP 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, fulfillment of all requirements designated as TIs within this section or designated as TIs within the attached Agency Specific Requirements and Security Requirements shall be deemed to be TI costs.

The Government reserves the right to remove and take possession of any and all fixtures identified in the lease or the Agency Specific Requirements, as part of the tenant improvements.

5.02 ~~FINISH SELECTIONS (SIMPLIFIED) (SEP 2013)~~ INTENTIONALLY DELETED**5.03 ~~WINDOW COVERINGS (SIMPLIFIED) (AUG 2014)~~ INTENTIONALLY DELETED****5.04 ~~DOORS: SUITE ENTRY (SEP 2013)~~ INTENTIONALLY DELETED****5.05 ~~DOORS: INTERIOR (SEP 2013)~~ INTENTIONALLY DELETED****5.06 ~~DOORS: HARDWARE (SEP 2013)~~ INTENTIONALLY DELETED****5.07 ~~DOORS: IDENTIFICATION (JUN 2012)~~ INTENTIONALLY DELETED****5.08 ~~PARTITIONS: SUBDIVIDING (SEP 2013)~~ INTENTIONALLY DELETED****5.09 ~~WALL FINISHES (JUN 2012)~~ INTENTIONALLY DELETED****5.10 ~~PAINTING - TI (SEP 2013)~~ INTENTIONALLY DELETED****5.11 ~~FLOOR COVERINGS AND PERIMETERS (APR 2015)~~ INTENTIONALLY DELETED****5.12 ~~HEATING AND AIR CONDITIONING (JUN 2012)~~ INTENTIONALLY DELETED****5.13 ELECTRICAL: DISTRIBUTION (JUN 2012)**

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.14 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)~~ INTENTIONALLY DELETED**5.15 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)~~ INTENTIONALLY DELETED****5.16 ~~DATA DISTRIBUTION (JUN 2012)~~ INTENTIONALLY DELETED****5.17 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)~~ INTENTIONALLY DELETED****5.18 ~~LIGHTING: INTERIOR AND PARKING - TI (SIMPLIFIED) (SEP 2013)~~ INTENTIONALLY DELETED**

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)

The Government's normal hours of operations are established as 6:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

6.02 UTILITIES (APR 2014) INTENTIONALLY DELETED**6.03 UTILITIES SEPARATE FROM RENTAL (SIMPLIFIED) (MAR 2013)**

- A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.
- B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Real Property Leasing Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.05 HEATING AND AIR CONDITIONING (SEP 2014)

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
- B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.
- C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.
- D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.
- E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- F. Normal HVAC systems' maintenance shall not disrupt tenant operations.
- G. INTENTIONALLY DELETED

6.06 OVERTIME HVAC USAGE (SIMPLIFIED) (SEP 2014) INTENTIONALLY DELETED**6.07 JANITORIAL SERVICES (JUN 2012)**

The Government will provide their own janitorial service, trash removal from site, pest control, and ground maintenance.

6.08 SELECTION OF CLEANING PRODUCTS (APR 2016) INTENTIONALLY DELETED

6.09 SELECTION OF PAPER PRODUCTS (APR 2015) INTENTIONALLY DELETED

6.10 SNOW REMOVAL (APR 2014) INTENTIONALLY DELETED

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012)

The Lessor is responsible for the total maintenance and repair of the leased Premises, including the site and private access roads. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative, upon request, at the Lessor's expense.

6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013) INTENTIONALLY DELETED

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

- A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the Lease.
- C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
 - 1. **MANUAL PROCESS:** The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Real Property Leasing Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.
 - 2. **ELECTRONIC PROCESS:** The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:
 - a. How to Log In
 - b. How to Answer and Create New Golden Questions
 - c. What Additional Documents to Send
 - d. To Print and Sign two Signature Forms (Certification That My Answers Are True)
 - e. To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
 - f. Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

- a. Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
- b. Certification That My Answers Are True
- c. Authorization for Release of Information.
- D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.
- E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

- F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.
- G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the RPLO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPE MAINTENANCE (APR 2014) INTENTIONALLY DELETED

6.18 RECYCLING (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED

6.19 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.20 INDOOR AIR QUALITY (SEP 2013)

- A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
1. Making available information on Building operations and Lessor activities;
 2. Providing access to Space for assessment and testing, if required; and
 3. Implementing corrective measures required by the RPLO.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:
1. The Space;
 2. Common Building areas;
 3. Ventilation systems and zones serving the Space; and
 4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.21 RADON IN AIR (SEP 2013)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

6.22 RADON IN WATER (JUN 2012) INTENTIONALLY DELETED

6.23 HAZARDOUS MATERIALS (SEP 2013)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.24 MOLD (SIMPLIFIED) (SEP 2013)

- A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

6.25 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of Security Level 1 attached to this Lease.

7.02 THE FOLLOWING CLAUSES HAVE BEEN MODIFIED IN THIS LEASE:

- 1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)
- 1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)
- 3.18 CEILINGS (SIMPLIFIED) (SEP 2013)
- 3.36 LIGHTING: INTERIOR AND PARKING – SHELL (SIMPLIFIED) (SEP 2013)
- 5.01 TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (SEP 2013)
- 6.07 JANITORIAL SERVICES (JUN 2012)

7.03 RESPONSIBILITIES**Lessor's Responsibilities:**

1. Replacing the roll-up door with a new roll-up door at start of Lease term.
2. Filing any insurance claims for damages to property which is covered by insurance and ensure that the necessary repairs are done thereafter.

The Government's Responsibilities:

1. Maintenance and replacement of worn items of entire facility including all buildings and structures which includes, but not limited to, the Main Building (1,170 sf), windows, roll-up doors, exterior and interior doors, plumbing fixtures, light fixtures, and flooring; Horse Pens structure, dipping vat, evaporation pits, pens, corrals, loading chutes, gates, head gates, canopies, perimeter fence and perimeter gate. The Government will determine if and when replacement of items are necessary.
2. Maintenance and replacement of plumbing and electrical for the entire facility including, but not limited to, the Main Building and Horse Pens structure. The Government will determine if and when replacement of items are necessary.
3. Plumbing includes underground water pipes to the pen area.
4. Maintenance and replacement of the two wall unit air conditioners.
5. The Government can do minor renovation to the Main Building and Horse Pens structure at their own expense, without the approval of the Lessor.
6. Grounds maintenance to include lawn care, weed control, replacing and patching of asphalt, and adding gravel to driveway.
7. Pest control.
8. Pay and provide janitorial services, trash removal, light bulb replacement, and utilities (water, sewer, electric, gas).

- (2) It is is not a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. REPRESENTATION (JANUARY 2015)

All applicants must complete paragraph (1) of this representation, and all corporate applicants must also complete paragraphs (2) and (3) of this representation.

(1) Applicant _____ [insert applicant's name] is is not (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit entities.)

If Applicant checked "is" above, Applicant must complete paragraphs (2) and (3) of the representation. If Applicant checked "is not" above, Applicant may leave the remainder of the representation blank.

(2) Applicant _____ [insert applicant name] has has not (check one) been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of application.

(3) Applicant _____ [insert applicant name] has does not have (check one) any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability."

4. ASSURANCE

By accepting this award, the corporation recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending or debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the United States Department of Agriculture will annul this agreement and may recover any funds the recipient has expended.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) EFRAIN V. VALDEZ VAL VERDE COUNTY JUDGE 400 PECAN STREET DEL RIO, TEXAS 78840 _____ Signature	TELEPHONE NUMBER (830) 774-7501 <u>March 14, 2016</u> Date
--	--	---

INITIALS: EW & _____
LESSOR GOVERNMENT

GSA FORM 3518-SAM PAGE 2 (REV 04/2015)

SIMPLIFIED LEASE PROPOSAL DATA

57-6395-15-033

1	<p>Offeror's Interest in the Property:</p> <p><input checked="" type="checkbox"/> Fee owner <input type="checkbox"/> Other:</p> <p>Attach evidence of Offeror's interest in property (deed referenced in survey and metes and bounds) and representative's authority to bind Offeror.</p>
2	<p>Flood Plains:</p> <p>The Property is <input type="checkbox"/> in a base (100-year) flood plain <input type="checkbox"/> in a 500-year flood plain <input checked="" type="checkbox"/> not in a flood plain.</p> <p><i>(See RLP Section 2, Flood Plains.)</i></p>
3	<p>Seismic Safety: The Building</p> <p><input type="checkbox"/> RLP does not contain seismic requirements. No documentation required.</p> <p><input type="checkbox"/> RLP contains seismic requirements. The Building</p> <p style="padding-left: 20px;"><input type="checkbox"/> Fully meets seismic requirements or meets an exemption under the RLP</p> <p style="padding-left: 20px;"><input type="checkbox"/> Does not meet seismic requirements, but will be retrofitted to meet seismic requirements</p> <p style="padding-left: 20px;"><input type="checkbox"/> Will be constructed to meet seismic requirements</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> Will not meet seismic requirements</p> <p><i>(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.</i></p>
4	<p>Historic Preference: The Building is a</p> <p><input type="checkbox"/> Historic property within a historic district.</p> <p><input type="checkbox"/> Non-historic property within a historic district.</p> <p><input type="checkbox"/> Historic property outside of a historic district.</p> <p><input checked="" type="checkbox"/> None of the above.</p> <p><i>(See RLP Section 2, Historic Preference.) Attach appropriate documentation.</i></p>
5	<p>Asbestos: The Property</p> <p><input checked="" type="checkbox"/> Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage.</p> <p><input type="checkbox"/> Contains ACM not in a stable, solid matrix.</p> <p><i>(See RLP Section 2, Asbestos.)</i></p>
6	<p>Fire/Life Safety:</p> <p>The Property <input checked="" type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease fire/life safety standards.</p> <p><i>(See RLP Section 2, Fire Protection and Life Safety)</i></p>
7	<p>Accessibility:</p> <p>The Property <input checked="" type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease accessibility standards.</p> <p><i>(See RLP Section 2, Accessibility.)</i></p>
8	<p>ENERGY STAR®: The Building</p> <p><input type="checkbox"/> Has received the ENERGY STAR® Label within the past twelve months. Date:</p> <p><input checked="" type="checkbox"/> Has not received the ENERGY STAR® Label within the past twelve months</p> <p style="padding-left: 20px;"><input type="checkbox"/> Determined that none are cost effective.</p> <p style="padding-left: 20px;"><input type="checkbox"/> Determined that the following are cost effective (List):</p> <p><i>(See RLP Section 2, Energy Security and Independence Act.) Attach Appropriate Documentation.</i></p>
9	<p>Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.</p> <p><input type="checkbox"/> I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference. N/A</p> <p><i>(See RLP and Lease documents for more information)</i></p>

PROPOSED RENT COMPONENTS

OFFICE AREA		Firm Term (\$/RSF/Yr) A	Non-Firm Term (\$/RSF/Yr) B	Option Term (\$/RSF/Yr) C
10	Building Shell Rent (Incl. Real Estate Taxes) (See page 4 addendum, Shell Definitions)	\$33,600	\$33,600	\$
11	Turnkey Tenant Improvement Rent (See block 20 below for additional cost and amortization rate breakdown)	\$0	\$0	\$
12	Operating Rent	\$0	\$0	\$
13	Building Security Amortized Capital Rent (See block 21 below for additional cost and amortization rate breakdown)	\$0	\$0	\$
14	Total	\$33,600	\$33,600	\$
OTHER SPACE		Firm Term (\$/RSF/Yr) A	Non-Firm Term (\$/RSF/Yr) B	Option Term (\$/RSF/Yr) C
15	Building Shell Rent (Incl. Real Estate Taxes)	\$	\$	\$
16	Turnkey Tenant Improvement Rent (See block 20 below for additional cost and amortization rate breakdown)	\$	\$	\$
17	Operating Rent	\$	\$	\$
18	Building Specific Amortized Capital Rent (See block 21 below for additional cost and amortization rate breakdown)	\$	\$	\$
19	Total	\$	\$	\$
20	Tenant Improvement Costs	\$0	Interest rate to amortize Tenant Improvements	%
21	Building Specific Amortized Capital costs	\$0	Interest rate to amortize Building Specific Amortized Capital costs	%
22	OTHER INFORMATION SUPPLIED WITH THIS PROPOSAL:			
23	<input type="checkbox"/> The information contained in this 1364A-1 Lease Proposal Data Form is proprietary to Offeror.			
24	BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY THE HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED REQUEST FOR LEASE PROPOSALS, WITH ATTACHMENTS.			
25	A. SIGNATURE 	B. NAME EFRAIN V. VALDEZ	C. TITLE VAL VERDE COUNTY JUDGE	D. DATE March 14, 2016

Addendum: Shell Definitions

Base Building	Tenant Areas
Base structure and building enclosure components (windows with exterior finishes) are complete.	Broom-clean concrete floor slab, with level floor not varying more than ¼ inch over 10-foot horizontal run, in accordance with American Concrete Institute Standards.
Base building electrical and mechanical systems (e.g., central fire alarm, chiller plant, and cooling tower) are complete and functional.	Gypsum wallboard, spackled and prime painted on exterior perimeter walls and interior core walls, is installed.
All common areas, such as lobbies, elevators, fire egress corridors and stairwells, garages, and service areas are complete. (Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.)	2' x 2' suspended acoustical ceiling with 2' x 2' parabolic fluorescent (or other building standard, such as 2' x 4' fixtures) installed in the ceiling grid for an open office plan at the rate of one fixture per 80 USF, is installed.
Building common restrooms are complete and operational.	Common corridor stud walls, without gypsum board on demised tenant premises side and without suite entry door, are installed.
<p>Building cores on each floor with assignable space contain the following: tappable domestic water riser, service sanitary drain, sanitary vent, ready for extension to tenant-demised areas.</p> <p>Electrical power distribution panels and circuit breakers available in an electrical closet, with capacity at 277/480 volt and 120/208 volt, 2-phase, 4-wire providing 4 watts per USF.</p> <p>Designated connection point to the central fire alarm system for extension to tenant-demised areas.</p> <p>Distribution backboard within a wire closet for connection to tenant's telephone lines. Vertical conduit (empty sleeve) through building core, available for tenant wiring and cabling.</p>	<p>Central heating, ventilation, and air conditioning (HVAC) systems are installed and operational, including, as appropriate, main and branch lines, variable air volume boxes, dampers, flex ducts and diffusers, for open office layout. Conditioned air through medium pressure ductwork at a rate of .75 cfm per square foot of usable area is provided.</p> <p>Sprinkler mains and distribution piping in a protection layout (open plan) with heads turned down, concealed with an escutcheon or trim plate, are installed.</p>

GSA FORM 1364A
SIMPLIFIED LEASE PROPOSAL

REQUEST FOR LEASE PROPOSALS NUMBER DATE:
57-6395-15-033

SECTION I - BUILDING INFORMATION

A. BUILDING NAME MAIN BUILDING		2	NUMBER OF FLOORS One	6	TOTAL PARKING FOR BUILDING STRUCTURE: SURFACE:
B. BUILDING STREET ADDRESS 1582 CIENEGAS ROAD		3	LIVE FLOOR LOAD (LBS / SQ FT)	7	CONSTRUCTION TYPE
C. CITY Del Rio	D. STATE TX	4	TOTAL RENTABLE AREA (SQ FT) 1,790	8	A. BUILDING BUSINESS HOURS (MON - FRI)
E. 9-DIGIT ZIP CODE 78840	F. CONGR. DISTRICT 23RD	5	BUILDING AGE (YRS)		B. BUILDING BUSINESS HOURS (SAT - SUN)

SECTION II - SPACE OFFERED AND RATES

9	FLOOR LOCATION	SUITE NUMBER	ANSI/BOMA SQ FT	TYPE OF SPACE	FLOOR LOCATION	SUITE NUMBER	ANSI/BOMA SQ FT	TYPE OF SPACE
	One		1,790	office				

10	TYPE OF SPACE	ANSI/BOMA AREA (SQ FT) A	COMMON AREA FACTOR B	RENTABLE SQ FT (RSF) A x B = C	FIRM TERM		NON-FIRM TERM		OPTION TERM	
					RENTAL RATE PER RSF/YR D	ANNUAL RENT C x D = E	RENTAL RATE (PER RSF/YR) F	ANNUAL RENT C x F = G	RENTAL RATE (PER RSF/YR) H	ANNUAL RENT C x H = I
	OFFICE	1,790		1,790	\$	\$	\$	\$	\$	\$
	OTHER	5 acres land 217,800		5 acres land 217,800	\$	\$	\$	\$	\$	\$
	TOTAL	219,590		219,590		\$33,600		\$33,600		\$

13	COMPOSITE ABOA PER SQ FT RATES	12E + 12A = 13A	\$	12G + 12A = 13B	\$	12I + 12A = 13C	\$
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14	RATE ADJUSTMENT FOR VACANT SPACE: \$ _____ / ABOA SF
15	HOURLY RATE FOR OVERTIME HVAC: _____ AREAS REQUIRING 24 HOUR HVAC (LAN, ETC.) \$ _____ per ABOA SF* <small>*Only applies when the Government requires separate reimbursement for 24-hour HVAC as described under Section 1 of the Lease. Otherwise, include this cost in the operating rent, as described under Section 6 of the Lease.</small>
16	NUMBER OF PARKING SPACES OFFERED TO GOVERNMENT: _____ CHARGE FOR SPACES OFFERED TO GOVERNMENT (IF NOT IN RENT): _____
17	RIGHT TO USE OF ROOFTOP AREA FOR ANTENNAS AND ASSOCIATED RIGHTS IN BUILDING <input checked="" type="checkbox"/> INCLUDED <input type="checkbox"/> NOT INCLUDED

SECTION III - OWNER/OFFEROR INFORMATION

18	A. OFFEROR (NAME AND COMPLETE MAILING ADDRESS) VAL VERDE COUNTY 400 PECAN STREET DEL RIO, TEXAS 78840-5140	B. OFFEROR'S AUTHORIZED REPRESENTATIVE (IF APPLICABLE) (NAME AND COMPLETE MAILING ADDRESS) EFRAIN V. VALDEZ VAL VERDE COUNTY JUDGE 400 PECAN STREET DEL RIO, TEXAS 78840	19	TELEPHONE NUMBER (830) 774-7501
			20	EMAIL ADDRESS evaldez@valverdecounty.org
21	OFFEROR'S FORM OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION - SPECIFY STATE:			

SECTION IV - OFFER

22	RPL AMENDMENTS ACKNOWLEDGED (INITIAL)	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
23	On behalf of the Offeror, the undersigned offers to lease to the Government the Premises described in Sections I and II, together with all other rights indicated therein, at the rental and other rates stated, on the terms and conditions set forth in the referenced Request for Lease Proposals and this Proposal. This Offer shall remain open for a period of 60 days.					
	A. SIGNATURE 	B. NAME EFRAIN V. VALDEZ	C. TITLE VAL VERDE COUNTY JUDGE	D. DATE MARCH 14, 2016		

Lessor 4 Government: _____

SECTION V – PROPOSED ADDITIONAL TERMS, CONDITIONS

24

OFFEROR WILL COMPLETE THE FOLLOWING FIRE/LIFE SAFETY, ACCESSIBILITY, AND ENERGY SAVINGS IMPROVEMENTS AS REQUIRED IN THE LEASE:

25

ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO THIS OFFER:

Lessor's Responsibilities:

1. For the Main Building (1,790 sq ft) and Horse Pens structure that is affixed to the main building, the Lessor must provide maintenance and replacement of the structure, roof, windows, walls, roll up doors, and exterior doors in the event of damage/loss covered by insurance.

The Government's Responsibilities:

1. The Government can do minor renovation to the Main Building and Horse Pens structure at their own expense.
2. Maintenance and replacement of the dipping vat, evaporation pits, pens, corrals, loading chutes, gates, head gates, canopies, perimeter fence and perimeter gate.
3. Maintenance and replacement of the two wall unit air conditioners.
4. Maintenance and replacement of plumbing and electrical for the entire facility including the Main Building and Horse Pens structure. Plumbing includes underground water pipes to the pen area,
5. Grounds maintenance to include lawn care, weed control, replacing and patching of asphalt, and adding gravel to driveway.
6. Pest control.
7. Pay and provide janitorial services, trash removal, light bulb replacement, and utilities (water, sewer, electric, gas).

Thad W. Smith

THE STATE OF TEXAS)

COUNTY OF BEXAR (Before me John E. Barrera a Notary Public in and Bexar County, Texas, on this day personally appeared Thad W. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 13th day of November A. D. 1889.

John E. Barrera
Not. Pub. Bexar Co. Texas.

(Seal)

Filed in my office for record this the 18 day of November A. D. 1889 at 11 o'clock A. M.

And duly recorded the 23rd March A. D. 1900 at 11 o'clock A. M.

G. W. Brown,
Co. Clk. V. V. Co. Tx.

IGNACIO SALVATIERRA

DEED

VAL VERDE COUNTY

THE STATE OF TEXAS)

COUNTY OF VAL VERDE (KNOW ALL MEN BY THESE PRESENTS: That I, Ignacio Salvatierra of the County of Val Verde, State of Texas, for and in consideration of the sum of One Hundred (\$100.00) Dollars to me in hand paid by the County Judge of Val Verde, have granted, sold & conveyed and by these presents do grant sell and convey unto J. G. Griner, County Judge of Val Verde County and his successors in office in trust for said County of Val Verde, State of Texas, all that certain tract or parcel of land lying being and situated in Val Verde County, State of Texas, and more fully described as follows: Beginning at a stake on the N. W. side of Cinegan Road or street, distant S. 45° W. 193 yards from the East corner of section 5, Seneca Division, thence N. 45° W. with the N. W. line of I. Salvatierra tract 513 yards to a stake on side N. E. line, thence west 58 yards to a point in center of bed of Cinegan Creek, thence with said creek S. 37° W.

29 yards. Thence West 65 yards to a stake, Thence N. 45° East 504 yards to a point on N. W. side of Simons Street, Thence with said Street N. 45° East 21 6/10 yards to the place of beginning. All of above survey being in original survey No. 163 in name of Francisco Valdez in section No. 5 in Concho Division as per map of the S. P. A. M. & I. Co. situated on the water of the Rio Grande about 2 1/2 miles S. 80 W. from the Court house in Del Rio and being 2 18/100 acres of land as per list of land and public road in file in the County Clerks office of Val Verde Co. and field notes thereof, made to J. M. Brower Co. surveyor December 27th A. D. 1897.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said County Judge and his successors in office in Trust for said County of Val Verde forever. And I do hereby bind myself my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said J. G. Griner County Judge aforesaid and his successors in office against every person whatsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand at Del Rio this ___ day of ___ A. D. 189__
 his
 Ygnacio X Salvatierra
 Jk.

THE STATES OF TEXAS)

COUNTY OF VAL VERDE (Before me G. W. Brown, Clerk of the County Court in and for Val Verde County, Texas, on this day personally appeared Ygnacio Salvatierra known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 31st day of Decr.

A. D. 1897.

G. W. Brown,

(Clerk)

Co. Clk. V. V. Co. Tex.

Filed in my office for record this the 31st day of Decr.

1897 at 2 o'clock P. M.

And duly recorded the 23 March 1900 at 11 A. M.

G. W. Brown,

Co. Clk. V. V. Co. Tex.

Lease No. 57-6395-15-033
Exhibit B, Site Plan
Lease Premise is outlined in red
1582 Cienegas Road, Del Rio, TX 78840

VOL. 46 PAGE 108



LESSOR: W GOVERNMENT: _____

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SHELL. WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

SENSITIVE AREAS – Sensitive areas include vaults, Sensitive Compartmented Information Facilities (SCIFs), evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

FACILITY ENTRANCES AND LOBBY

EMPLOYEE ACCESS CONTROL AT ENTRANCES

The Lessor shall provide key or electronic access control for all Government employees under this Lease to the entrance to the Building (including after-hours access).

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

PUBLIC RESTROOM ACCESS

The Government reserves the right to control access to public restrooms located within the Space.

SECURING CRITICAL AREAS

The Lessor shall secure areas designated as Critical Areas to restrict access:

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC plans and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- C. At a minimum, Lessor shall secure building mechanical and janitorial areas including sprinkler rooms, electrical closets, telecommunications rooms and janitor closets.

VISITOR ACCESS CONTROL

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

Initials: EV & _____
Lessor Government

Security Requirements (Level I) (REV 9/28/12) Page 1

INTERIOR (GOVERNMENT SPACE)

DESIGNATED ENTRANCES

The Government shall have a designated main entrance.

IDENTITY VERIFICATION

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

FORMAL KEY CONTROL PROGRAM

The Government reserves the right to implement a formal key control program. The lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

SITES

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE

The Government may post or request the Lessor to post regulatory, statutory and site specific signage at the direction of the Government.

LANDSCAPING

~~LANDSCAPING REQUIREMENTS INTENTIONALLY DELETED~~

~~CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN INTENTIONALLY DELETED~~

SECURITY SYSTEMS

No requirements

STRUCTURE

Lessor shall provide written emergency shutdown procedures for air handlers.

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

Initials: GA & _____
Lessor Government

Security Requirements (Level I) (REV 9/28/12) Page 2

SOLICITATION PROVISIONS
(For Simplified Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) – ALTERNATE II (MAR 1998)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
- (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7)) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

2. PARTIES TO EXECUTE LEASE (APR 2015)

(a) If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

(d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

3. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

4. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.



**GOVERNMENT
REQUEST FOR
LEASE PROPOSALS
NO. 57-6395-15-033
DEL RIO, TX**

**Offers due by
3/30/2016**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 4:00 PM Central Time on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163

**SIMPLIFIED RLP
GSA FORM R101A (05/15)**

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REQUEST FOR LEASE PROPOSALS NO. 57-6395-15-033

SIMPLIFIED RLP GSA FORM R101A
(May 2015)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)

- A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.
- B. Included in the RLP documents is a lease form (GSA Form L201A) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP, a Simplified Lease Proposal form (GSA Form 1364A), and a Simplified Lease Proposal Data form (GSA Form 1364A-1) on which Offerors shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.
- C. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Real Property Leasing Officer (RPLO) executes the Lease and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013)

- A. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the RPLO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

CITY, STATE	Del Rio, TX
DELINEATED AREA	North: Industrial Blvd South: Cienegas Road East: St Joseph St West: Industrial Blvd
SPACE TYPE(S)	Office, pens, shoots, and dipping vat
MINIMUM CONTIGUOUS SQ. FT. (ABOA)	5 acres with 1,700 sf of office/warehouse
MAXIMUM CONTIGUOUS SQ. FT. (ABOA)	5 acres with 1,800 sf of office/warehouse
INITIAL FULL TERM	10 years
TERMINATION RIGHTS	60 days
INITIAL FIRM TERM	5 years

- B. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.
- C. When space in excess of the maximum amount is offered, the USDA must either 1) agree to accept the extra free space, or 2) reject the free space. Any space offered as free will not be considered during negotiations, will not be evaluated as part of price evaluation, and will not be considered a factor in lease award. For the purposes of all rental calculations, all space offered as free is excluded from tenant improvements, operating costs, overtime utilities rates, CPI escalations, and percentage of occupancy for tax escalations. Maintenance of free space must be provided at no additional costs to the Government.

1.03 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013) INTENTIONALLY DELETED

1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (APR 2015)

The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA Form L201A, Lease No. 57-6395-15-033		
Security Requirements for Level 1	2	
GSA Form 3516A, Solicitation Provisions	5	
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	
GSA Form 1364A, Simplified Lease Proposal	2	
GSA Form 1364A-1, Simplified Lease Proposal Data	3	

1.05 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the RPLO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.06 LEASE DESCRIPTION (SIMPLIFIED) (SEP 2013)

Offerors shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP includes:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Agency Specific Requirements (ASR) describing the tenant improvements (TI) to be completed by the Lessor prior to occupancy.
- E. Security Requirements.
- F. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP.

The Lease contemplated by this RLP is a partially serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, taxes, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this RLP and Lease, including Agency Specific Requirements. The Lessor will be required to design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease without further compensation other than the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence.

The security pricing process is described in a separate paragraph.

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

With respect to all matters relating to this RLP, only the Government's RPLO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its RPLO by notice, without an express delegation by the prior RPLO.

Lease RPLO:

Karin Finke
100 N 6th Street, Suite 610C, Minneapolis, MN 55403

Phone: 612-336-3232
Cell: 612-308-2761
Fax: 612-336-3553
Karin.a.finke@aphis.usda.gov

1.09 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (SEP 2013)~~ INTENTIONALLY DELETED

1.10 PRICING OF SECURITY REQUIREMENTS (SIMPLIFIED) (SEP 2013)

- A. This proposed Lease contains an attachment with the security requirements and obligations for the building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.
- B. INTENTIONALLY DELETED
- C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the RPLO. To demonstrate potential for efficient layout, the Government may request the Offeror to provide a test fit layout at the Offeror's expense.

2.02 FLOODPLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the RPLO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

2.03 SEISMIC SAFETY – MODERATE SEISMICITY (SEP 2012) INTENTIONALLY DELETED**2.04 SEISMIC SAFETY – HIGH SEISMICITY (SEP 2013) INTENTIONALLY DELETED****2.05 HISTORIC PREFERENCE (SIMPLIFIED) (SEP 2013) INTENTIONALLY DELETED****2.06 ASBESTOS (JUN 2012)**

- A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.
- B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.
- D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

2.07 ACCESSIBILITY (SEP 2013)

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (SIMPLIFIED) (SEP 2013)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, GSA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at WWW.ENERGYSTAR.GOV.
- C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
 2. The agency will remain in a Building it currently occupies;
 3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
 4. The Lease is for 10,000 RSF or less.
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:
1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS) /Monitoring/Control System (EMCS).
 2. Lighting Improvements. See Lease paragraph "Lighting: Interior and Parking – Shell (Simplified)" for required specifications.
 3. Building Envelope Modifications.
- NOTE: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."
- E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.
- F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (<http://www.energystar.gov/financialevaulation>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.
- G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).
- H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.
- I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

~~2.10 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS—RLP (SEP 2014) INTENTIONALLY DELETED~~

~~2.11 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—RLP (SEP 2014) INTENTIONALLY DELETED~~

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (SEP 2013)

Offeror shall prepare a complete signed lease document, including all required exhibits, using the forms provided with this RLP. Offeror's submission constitutes its offer to enter into a binding lease. A Lease is binding when the RPLO countersigns the Offeror's signed lease document and mails or otherwise furnishes written notification of the executed lease to the successful offeror. Offerors are advised that the Government may make award without negotiations.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

- A. Offeror is authorized to transmit its Lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the Government's email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon the Government's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its Lease proposal by United States mail or other express delivery service of Offeror's choosing.
- B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:
 - 1. No later than 4:00 PM Central Time on the following date at the following designated office and address:
 - Date: 2/16/2016
 - Office: USDA, APHIS, MRPBS
 - Address: 100 N 6th Street, Suite 610C, Minneapolis, MN 55403
 - 2. No later than 4:00 PM Central Time on the following date at the following email address:
 - Date: 2/16/2016
 - Email Address: Karin.a.finke@aphis.usda.gov
- C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.
- D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.
- E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.
- F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (APR 2015)

The proposal shall consist of the following documents:

Document Name or Description
Lease No. 57-6395-15-033 (Form L201A), signed and initialed by Offeror
Security Requirements for Level 1, initialed by Offeror
Simplified Lease Proposal (GSA Form 1364A), completed and signed by Offeror
Simplified Lease Proposal Data (GSA Form 1364A-1), completed and signed by Offeror
Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property) (GSA Form 3518-SAM), completed and signed by Offeror
Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
Registration in the System for Award Management (SAM). This registration service is free of charge.

EISA compliance information (See Energy Independence and Security Act paragraphs in RLP and Lease for applicable requirements)
--

Evidence of ownership or control of Building or site
--

3.04 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SIMPLIFIED) (SEP 2013)

- A. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in A.1 through A.5, unless the Building meets either exemption in sub-paragraph B or C below.
1. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
 2. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
 3. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
 4. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration. Plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
 5. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.
- B. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to the Government the Fire Protection and Life Safety (FPLS) Submittal Information listed in A.1 through A.5 above.
- C. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then Offeror is not required to submit to GSA the FPLS Submittal Information in A.1 through A.5 above.

3.05 EISA SUBMITTALS (SIMPLIFIED) (JUN 2012)

- A. No later than the due date for final proposal revisions, the Offeror must submit to the RPLO:
1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
 2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make; and if no improvements are cost effective, the Offeror shall so indicate and provide supporting evidence of the lack of any cost effective improvements,
 3. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®, or
- B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the RPLO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

3.06 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012)

- A. TIs are those costs required for building out the Government demised area in accordance with Agency Specific Requirements and Security Requirements as developed in Government approved DIDs. All TIs required by the Government for occupancy must be performed by the successful offeror as part of the rental consideration as turnkey pricing. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.
- B. The TI pricing must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to complete the TIs. It is the successful offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) INTENTIONALLY DELETED

3.08 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (JUN 2012)

The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficient Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in effect on the Lease Term Commencement Date.

SECTION 4 METHOD OF AWARD

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012)

- A. The Government will evaluate offers and may award a Lease without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best price and other terms. The Government reserves the right to conduct discussions after the receipt of initial offers if it is determined by the RPLO to be necessary. The Government may reject any or all offers, if such action is in the public interest, and may waive informalities and minor irregularities in offers received.
- B. Should the Government conduct discussions then prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the RPLO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (SEP 2013)

- A. HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364A-1, Simplified Lease Proposal Data. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the RPLO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the RPLO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.
- B. If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the RPLO with information regarding a change to its HUBZone eligibility prior to award, then the lease shall be subject, at the RPLO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

4.03 AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012)

- A. The Government reserves the right to make an award based upon initial offers. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation (Simplified)" paragraph in this section of the RLP. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.
- B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The RPLO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.
- C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

4.04 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (SEP 2013)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

- C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
 3. INTENTIONALLY DELETED
 4. INTENTIONALLY DELETED
 5. INTENTIONALLY DELETED
 6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.
 - d. INTENTIONALLY DELETED
 - e. INTENTIONALLY DELETED
 8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.05 AWARD (SIMPLIFIED) (APR 2015)

- A. To document the agreement between the parties, the successful Offeror and the RPLO will execute a Lease prepared by the Government, which incorporates the agreement of the parties. The Lease shall consist of the following:
1. Lease No. 57-6395-15-033 and any associated Lease amendments.
 2. Agency Specific Requirements (ASR)
 3. General Clauses included with the Lease and incorporated by reference.
 4. GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property).
 5. The pertinent provisions of the offer, including the 1364A.
 6. Floor plans of the offered Space.

The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the RPLO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 THE FOLLOWING CLAUSES HAVE BEEN MODIFIED IN THIS LEASE:

- 1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013)
- 1.06 LEASE DESCRIPTION (SIMPLIFIED) (SEP 2013)

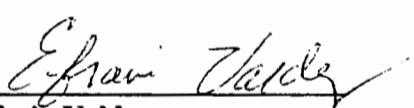
**RESOLUTION IN SUPPORT OF THE
VAL VERDE COUNTY COURT-AT-LAWS
APPLICATION FOR GRANT MONIES FOR
DWI/DRUG SPECIALTY COURT**

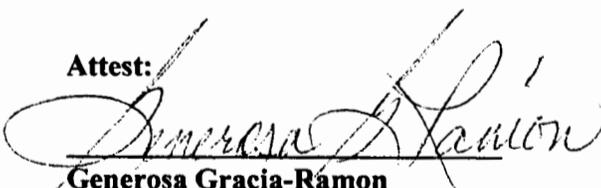
WHEREAS, the Val Verde County Commissioner's Court supports and approves the application for grant monies relating to the DWI/DRUG Specialty Court by the Val Verde County Court-at-Law for the fiscal year 2016-2017;

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, the grant application 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
2/2/16

Attest:

Generosa Gracia-Ramon
Val Verde County Clerk



Roger Cerny

From: Gloria Bryfogle [GloriaB@county.org]
Sent: Thursday, March 10, 2016 2:32 PM
To: roger_cerny@valverdecountry.org
Cc: Joanna Montemayor
Subject: Inspection report for hail damaged vehicles.

Importance: High

Mr. Cerny,

Here is a list of the estimates and/or total loss reports. If the County elects to keep the salvage, we will deduct the salvage value from the total loss amount.

Total loss vehicles:

- APD-2016-0190 2010 Ford Crown Victoria; VIN: 4033 Total Loss \$6,900; Salvage value \$2,070.
- APD-2016-0192 2007 Ford Ranger; VIN: 4860 Total Loss \$10,625; Salvage value \$3,157.50
- APD-2016-0191 2010 Ford Crown Victoria; VIN: 4034 Total Loss \$6,350; Salvage value \$1,905
- APD-2016-0195 2010 Ford Crown Victoria; VIN: 7456 Total Loss \$8,125; Salvage value \$2,437.50
- APD 2016-0187 2011 Ford Ranger; VIN: 1019 Total Loss \$12,250; Salvage value \$3,675

Hail damaged:

- APD-2016-0189 2013 Chev. Equinox; VIN: 0213 Estimate: \$1,632.98
- APD-2016-0269 2011 Chev. Silverado; VIN: 2731 Estimate: \$12,455.01
- APD-2016-0271 2009 Dodge Charger; VIN: 7623 Estimate: \$5,481.50
- APD-2016-0270 2009 Dodge Charger; VIN: 7622 Estimate: \$5,242.08
- APD-2016-0193 2007 Chev. Tahoe; VIN: 5645 Estimate: \$6,337.99
- APD-2016-0194 2012 Chev. Tahoe; VIN: 5745 Estimate: \$10,170.79
- APD-2015-0188 2016 Chevrolet p/u; VIN: 2363 Estimate: \$7,641.95
- APD-2016-0186 2011 Chevrolet p/u; V IN: 4986 Estimate: \$4,503.50
- APD-2016-0185 2007 Chev. Tahoe; VIN: 6883 Estimate: 5,230.87
- APD-2016-0193 2007 Chev. Tahoe; VIN: 5645 Estimate: \$6,337.99
- APD-2016-0189 2014 Chev. p/u; VIN: 2626 Estimate: 3,895.36

Please let me know if there is anything else you need from our office on these claim. I am awaiting your response on the total loss vehicles.

Thank you,

Gloria Bryfogle

Claims Department

Texas Association of Counties

gloriab@county.org

(512) 615-8960 direct line; (800) 456-5974 Ext. 3631

COUNTY OF VAL VERDE
VAL VERDE COUNTY
400 Pecan St.
Del Rio, TX 78840
PH: (830) 774-7505
FAX: (830) 774-7508



PURCHASE ORDER

PO Number: 45828 **Date:** 02/29/2016
Requisition #: REQ-02709 **Vendor #:** 1675
Department: County Library

ISSUED TO: US Postmaster

SHIP TO: Val Verde County
Attn: Roy Musquiz Jr
400 Pecan St.
Third Floor Purchasing
Del Rio, TX 78840

ITEM	LINE DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	0 shipment of ILL books and overdue notices for 3/16	1111-1218-00-16000	0.00	75.00

Authorized by: *Roy Musquiz Jr*

SUBTOTAL:	75.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	75.00

NOTE: PURCHASE ORDER NUMBER MUST APPEAR ON INVOICE OR STATEMENT: FREIGHT CHARGES, TAXES, DELIVERY, DRAYAGE, ETC. MUST BE SHOWN AS A SEPARATE LINE OR INVOICE

#3





Tax Assessor-Collector Association Professional County Collector Maintenance

#35

Hon. Beatriz I. Munoz
Tax Assessor Collector
Val Verde County
PO Box 1368
del Rio, TX 78841-1368

ID: 22626
Phone: (830) 774-7530
Fax: (830) 775-7282
Program Start: 01/01/2015
Program End: 12/31/2015

In order to retain this designation, the TACA Active member must earn 20 Continuing Education Hours annually. A maximum of 10 hours may be carried forward if you earn more than the required 20.

<u>Date</u>	<u>Course Title</u>	<u>Units</u>
01/01/2015	Excess hours carried from 2014	10.00
03/23/2015	Texas School Assessors Association Conference	11.50
04/10/2015	Regional Meeting - San Antonio	3.00
06/14/2015	TACA Annual Conference-Lubbock	14.75
07/09/2015	Regional Meeting - San Antonio	3.00
07/13/2015	TEAM Redevelopment Training	18.00
11/16/2015	V.G. Young Institute of County Government Conference	12.50

Total Hours for Year: 72.75

**You have met your continuing education requirements for the
period ending 12/31/2015.**

You may carry forward 10.00 hours to the next reporting period.

12/17/2015

Please contact the Tax Assessor-Collectors Association Director of Education by
email @ roving@brazoria-county.com with any questions.



OFFICE OF THE CONSTABLE
 VAL VERDE COUNTY PRECINCT 3
 CONSTABLE STEVE BERG
 309 MILL STREET SUITE B
 DEL RIO, TEXAS 78840
 (830) 774-7511

-
- The Honorable Efrain Valdez Val Verde County Judge**
 - The Honorable Ramiro Ramon Val Verde County Commissioner Pct. 1**
 - The Honorable Lewis Owens Val Verde County Commissioner Pct. 2**
 - The Honorable Beau Nettleton Val Verde County Commissioner Pct. 3**
 - The Honorable Gustavo Flores Val Verde County Commissioner Pct. 4**

I respectfully request your authorization and approval to appoint Stewart Matthew Wingo as a Reserve Deputy Constable for Val Verde County Pct. 3.

Biographical Information:

Stewart Matthew Wingo Sr.
 DOB: 11-05-1951

Mr. Wingo is an honorably retired Texas Peace Officer whose peace officer license is current.

Peace Officer License: Advanced (Meets all qualifications to be awarded the Master Peace Officer License. The issuance of a Master Peace Officer is pending the \$35.00 fee charged by TCOLE.)

Years of Experience: Peace Officer: 26 Years, 4 months

Reserve Peace Officer: 3 years, 3 months
Total Officer Time: 29 years, 7 months

Total Training Hours: 1540

Mr. Wingo is a graduate of the 132nd Session of the FBI National Academy and hold an Associate of Arts and an Associate of Science degree from Brazosport College.

LAW ENFORCEMENT AGENCIES HE WORKED FOR:

Attorney General of Texas: Criminal Investigator working Medicare Fraud and white collar crimes

Texas Commission Private Security: Criminal Investigation, Regulation of Private Security Industry and Private Investigators. He was assigned to the United States Attorney Anti-Terrorism Task Force in Houston, Texas.

Harris County Medical Examiner Office: Investigation of Death. Supported the Pathologist in post mortem surgery, determined cause, manner, method of death. Control the crime scenes and took pictures and documented the scenes prior to releasing them to law enforcement.

Fort Bend County Sheriff Office: Patrol/Narcotics. He was assigned to Patrol division and he worked Narcotics Interdiction.

Brazoria County District Attorney: Criminal Investigator. He investigated homicides, government corruption and violations of the Texas Penal Code.

Brazoria County Sheriff Office: Deputy Sheriff who performed all duties assigned to the Sheriff Office. He was the youngest person in the history of the office to make Patrol Lieutenant and CID Lieutenant. He conducted investigations for internal affairs, government corruption on both high level employees and elected officials. He investigated over 200 homicides to include high profile cases and serial murder cases.

Angleton Police Department: This was not a full time position He was hired to fill-in on dispatch and patrol shifts when there were shorthanded.

Mr. Wingo has been an instructor for the Harris County Sheriff Office Academy, Angleton Police Department, Brazoria County Sheriff Office Academy, Houston Police Academy, and Sam Houston State University. His primary area of instruction was homicides.

Mr. Wingo was named as the first Professional Criminal Investigator by the Texas District and County Attorney's Association. He also received recognition from Harris County for his work in the recovery and identification of 29 decedents from the Shell Oil Company explosion in 1982.

He has investigated high level Brazoria County departments which resulted in imprisonment for theft of county property exceeding one million dollars.

Mr. Wingo is extremely qualified and has experiences and skills which I believe will be beneficial to Val Verde County and the City of Del Rio. I have spoken to Chief Waylon Bullard and he has agreed that once Mr. Wingo becomes the Deputy Constable he may look into the cold murder cases not yet solved. I also talked to Sheriff Martinez and he was receptive to utilizing Mr. Wingo's skills and talent when appropriate.

I have prepared the Surety Bond paperwork in the amount of \$2,000 which is required by state statute. Once approved I will process the bond and file it with the county clerk.

I strongly believe that Mr. Wingo will be a strong asset to my office and for Val Verde County. I respectfully request your approval and authorization to appoint Mr. Wingo as a Reserve Deputy Constable.

Thank you:



STEVE BERG
Constable
Val Verde County Pct. 3

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

RESOLUTION

**RESOLUTION IN SUPPORT OF LOCAL BORDER
SECURITY PROGRAM (LBSP) 2017 #2995202**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the Local Border Security Program (LBSP) 2017 #2995202 grant;

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

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

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

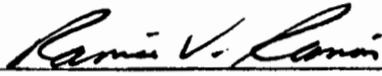
WHEREAS, the Val Verde County Commissioners' Court designates County Auditor Frank Lowe as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application Local Border Security Program (LBSP) 2017 #2995202, award.

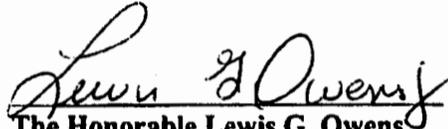
PASSED, ADOPTED, APPROVED and FILED on this the 15th day of March, 2016.



The Honorable Efrain Valdez
County Judge



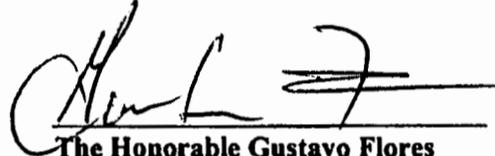
The Honorable Ramiro Ramon
Commissioner, Pct. #1



The Honorable Lewis G. Owens
Commissioner, Pct. #2



The Honorable Robert Beau Nettleton
Commissioner, Pct. #3



The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:



The Honorable Generosa Gracia-Ramon
County Clerk



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

RESOLUTION

**RESOLUTION IN SUPPORT OF FY 2016 OPERATION
STONEGARDEN DHS-16-GPD-067-00-01 (VAL VERDE COUNTY)**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the 2016 Operation Stonegarden DHS-16-GPD-067-00-01 (Val Verde County) grant;

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

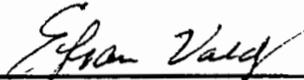
WHEREAS, the Val Verde County Commissioners' Court agrees that in the event of loss or misuse of the Department of Homeland Security funds, Val Verde County assures that the funds will be returned to the Department of Homeland Security in full;

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

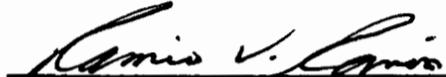
WHEREAS, the Val Verde County Commissioners' Court designates County Auditor Frank Lowe as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application of the 2016 Operation Stonegarden DHS-16-GPD-067-00-01 (Val Verde County), award.

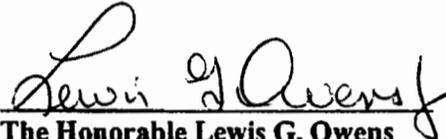
PASSED, ADOPTED, APPROVED and FILED on this the 14th day of March A.D. 2016.



The Honorable Efrain Valdez
County Judge



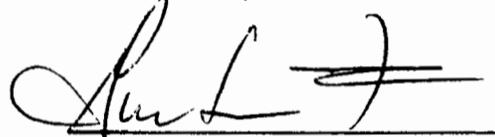
The Honorable Ramiro Ramon
Commissioner, Pct. #1



The Honorable Lewis G. Owens
Commissioner, Pct. #2

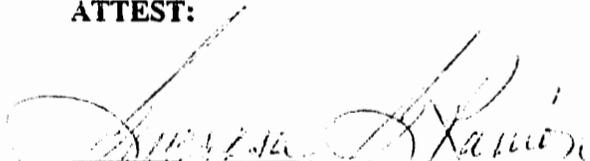


The Honorable Robert Beau Nettleton
Commissioner, Pct. #3



The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:


The Honorable Generosa Gracia-Ramon
County Clerk



TREASURER'S REPORT

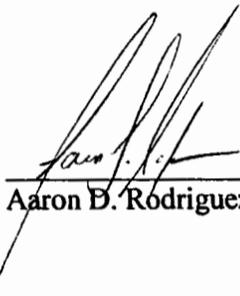
FEBRUARY 2016

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 FEBRUARY 2016.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this ____ day of _____, 2016

X

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 March 14th, 2016 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for FEBRUARY 2016, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 14th day of MARCH, 2016.

X Efrain Valdez
HONORABLE EFRAIN VALDEZ
COUNTY JUDGE

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

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

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

X Gustavo Flores
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 14th day of March, 2016

Generosa Gracia-Ramon
HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





Val Verde County, TX

Detail Report
Account Summary
 Date Range: 02/01/2016 - 02/29/2016

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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	4,467,985.01	555,104.27	5,948,711.51	5,393,607.24	5,023,089.28
<u>1111-1111-00-11030</u>	Cash - Texpool	1,113.36	0.29	0.29	0.00	1,113.65
<u>1111-1111-00-11040</u>	Cash - General Fund Texpool 2	1,247.29	0.29	0.29	0.00	1,247.58
<u>1111-1111-00-11060</u>	Cash - Hot Tax	19,481.12	390.64	390.64	0.00	19,871.76
	Total Fund: 1111 - General Fund:	4,489,826.78	555,495.49	5,949,102.73	5,393,607.24	5,045,322.27
Fund: 1134 - Library Construction						
<u>1134-1111-00-21115</u>	Cash - Library Construction	4,475,724.44	-70,471.00	0.00	70,471.00	4,405,253.44
	Total Fund: 1134 - Library Construction:	4,475,724.44	-70,471.00	0.00	70,471.00	4,405,253.44
Fund: 1166 - SF Pastures						
<u>1166-1111-00-11150</u>	Cash - San Felipe Pastures	42,666.36	1.69	1.69	0.00	42,668.05
	Total Fund: 1166 - SF Pastures:	42,666.36	1.69	1.69	0.00	42,668.05
Fund: 1177 - Tax Note 2013						
<u>1177-1111-00-11000</u>	Cash - 2013 Tax Note	210,528.73	-11,466.20	408.04	11,874.24	199,062.53
	Total Fund: 1177 - Tax Note 2013:	210,528.73	-11,466.20	408.04	11,874.24	199,062.53
Fund: 1222 - Balance Road & Bridge						
<u>1222-2222-00-11130</u>	Cash - Road & Bridge Fund - Texas Community Bank	599,661.43	112,647.87	317,558.66	204,910.79	712,309.30
<u>1222-2222-00-11140</u>	Cash - Road & Bridge Texpool	802.39	0.29	0.29	0.00	802.68
	Total Fund: 1222 - Balance Road & Bridge:	600,463.82	112,648.16	317,558.95	204,910.79	713,111.98
Fund: 1333 - Interest & Sinking						
<u>1333-3333-00-11070</u>	Cash - Interest & Sinking Fund Bank & Trust	15,623.16	1.80	1.80	0.00	15,624.96
<u>1333-3333-00-11080</u>	Cash - Interest & Sinking Fund Texas Community	2,937,892.09	93,786.82	183,443.35	89,656.53	3,031,678.91
<u>1333-3333-00-11090</u>	Cash - Interest & Sinking Fund Texpool	4,137.03	0.93	0.93	0.00	4,137.96
<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:	3,782,306.63	93,789.55	183,446.08	89,656.53	3,876,096.18
Fund: 1444 - Payroll Clearing County						
<u>1444-4444-00-11110</u>	Cash - Payroll Clearing Bank & Trust	102,513.46	136,160.65	881,963.64	745,802.99	238,674.11
	Total Fund: 1444 - Payroll Clearing County:	102,513.46	136,160.65	881,963.64	745,802.99	238,674.11
Fund: 1555 - Law Library						
<u>1555-1111-00-11100</u>	Cash - Law Library	0.00	0.00	0.00	0.00	0.00
<u>1555-1111-00-11170</u>	Cash - Texas Community Bank Law Library	43,687.56	-4,270.32	746.49	5,016.81	39,417.24
	Total Fund: 1555 - Law Library:	43,687.56	-4,270.32	746.49	5,016.81	39,417.24
Fund: 2666 - Grants						
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537704	0.00	0.00	0.00	0.00	0.00

Detail Report

Date Range: 02/01/2016 - 02/29/2016

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<u>2666-6666-00-21060</u>	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21132</u>	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	11,103.65	11,103.65	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	13,490.54	13,490.54	0.00
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	0.00	0.00	18,490.81	18,490.81	0.00
<u>2666-6666-00-21140</u>	Cash - National Park Service	0.00	0.00	8,750.00	8,750.00	0.00
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	46,218.98	-2,128.70	0.00	2,128.70	44,090.28
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	94,466.62	-80,107.15	59,094.86	139,202.01	14,359.47
<u>2666-6666-00-21215</u>	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21230</u>	Cash - T.C.D.B.G. #713125	11,250.00	-11,250.00	35,608.50	46,858.50	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	0.00	11,011.25	11,011.25	0.00
<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	123,179.66	9.73	69,281.73	69,272.00	123,189.39
<u>2666-6666-00-21310</u>	Cash - Texas A & M Forest Service	-44,244.57	0.00	0.00	0.00	-44,244.57
Total Fund: 2666 - Grants:		247,554.66	-93,476.12	226,831.34	320,307.46	154,078.54
Fund: 4121 - Val Verde County Auditors Special Account						
<u>4121-1400-00-41000</u>	Cash - County Auditor Special Account	20,088.89	-11,010.82	1,318.93	12,329.75	9,078.07
Total Fund: 4121 - Val Verde County Auditors Special Account:		20,088.89	-11,010.82	1,318.93	12,329.75	9,078.07
Fund: 4145 - Security Fees						
<u>4145-1111-00-41080</u>	Cash - Security Fee	73,760.93	-10,128.25	1,282.98	11,411.23	63,632.68
Total Fund: 4145 - Security Fees:		73,760.93	-10,128.25	1,282.98	11,411.23	63,632.68
Grand Totals:		14,089,122.26	697,272.83	7,562,660.87	6,865,388.04	14,786,395.09

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VAL VERDE COUNTY

02/01/2016-02/29/2016

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FUNDS FOR THE MONTH OF FEBRUARY 2016	Account #	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	6010007039	131,553.48	35,496.93	5.95	1,594.00	\$165,462.36
TAX COLLECTORS / VIT ESCROW ACCOUNT	3954668	327,187.96	19,654.90	31.67	286,707.28	\$60,167.25
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	1090232	1,392,637.73	3,659,187.46	557.85	4,181,057.36	\$871,325.68
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	24,561.08	60.00	0.98	0.00	\$24,622.06
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	6010007096	17,031.78	371.72	0.68	371.72	\$17,032.46
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	6010008821	14,416.02	4,000.00	0.58	1,297.99	\$17,118.61
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	3548643	324,612.52	6,062.10	13.06	1,751.24	\$328,936.44
COUNTY CLERK RECORD ARCHIVE FUND	3549011	322,002.26	5,644.50	12.96	0.00	\$327,659.72
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	3558223	6,629.58	0.00	0.00	0.00	\$6,629.58
JUSTICE OF THE PEACE PRECINCT #1	6010002253	8,756.98	7,551.03	0.00	8,324.83	\$7,983.18
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	6010002246	6,014.03	137.03	0.00	0.00	\$6,151.06
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	6010004135	8,174.76	566.51	0.00	571.00	\$8,170.27
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	6010004127	17,271.04	14,972.37	0.00	16,841.20	\$15,402.21
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	3492311	10,045.19	209.46	0.00	0.00	\$10,254.65
JUSTICE OF THE PEACE PRECINCT #3	3492303	27,127.47	29,725.01	0.00	14,005.56	\$42,846.92
CONSTABLE PRECINCT #3	6010009373	1,309.42	0.00	0.00	0.00	\$1,309.42
JUSTICE OF THE PEACE PRECINCT #4	6010005470	4,695.14	58.35	0.18	191.25	\$4,562.42
JUSTICE OF THE PEACE PRECINCT #4	6010005488	4,609.91	7,160.23	0.11	4,400.90	\$7,369.35
DISTRICT CLERK- COURT COST ACCOUNT	1091514	169,288.78	34,790.92	0.00	20,271.37	\$183,808.33
DISTRICT CLERK- REGISTRY FUND	1091832	373,942.32	251,000.00	0.00	31,096.35	\$593,845.97
DISTRICT CLERK-RECORD ARCHIVE FUND	3469484	17,118.14	117.52	0.00	0.00	\$17,235.66
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						\$3,048,220.47

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	4,489,826.78	555,495.49	5,949,102.73	5,393,607.24	5,045,322.27
1134 - Library Construction	4,475,724.44	-70,471.00	0.00	70,471.00	4,405,253.44
1166 - SF Pastures	42,666.36	1.69	1.69	0.00	42,668.05
1177 - Tax Note 2013	210,528.73	-11,466.20	408.04	11,874.24	199,062.53
1222 - Balance Road & Bridge	600,463.82	112,648.16	317,558.95	204,910.79	713,111.98
1333 - Interest & Sinking	3,782,306.63	93,789.55	183,446.08	89,656.53	3,876,096.18
1444 - Payroll Clearing County	102,513.46	136,160.65	881,963.64	745,802.99	238,674.11
1555 - Law Library	43,687.56	-4,270.32	746.49	5,016.81	39,417.24
2666 - Grants	247,554.66	-93,476.12	226,831.34	320,307.46	154,078.54
4121 - Val Verde County Auditors Special	20,088.89	-11,010.82	1,318.93	12,329.75	9,078.07
4145 - Security Fees	73,760.93	-10,128.25	1,282.98	11,411.23	63,632.68
Grand Total:	14,089,122.26	697,272.83	7,562,660.87	6,865,388.04	14,786,395.09

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RESOLUTION TO ADOPT COUNTY INVESTMENT POLICY & FUND STRATEGIES, AND APPOINT COUNTY INVESTMENT COMMITTEE

STATE OF TEXAS §
COUNTY OF VAL VERDE §

VAL VERDE COUNTY RESOLUTION NO: _____

WHEREAS, the Texas Legislature set forth the Public Funds Investment Act in Government Code Section 2256, and

WHEREAS, the Val Verde County Investment Committee recommends aforementioned County Investment Policy for 2016 be approved by resolution by the Commissioners Court of Val Verde County

WHEREAS, the Val Verde County Commissioners Court approve the appointment of Val Verde County Commissioner, Ramiro V. Ramon as CIO, Val Verde County Treasurer, Aaron D. Rodriguez as CIO and Val Verde County Auditor, Frank Lowe as County Investment Committee Member to comprise the County Investment Committee

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS, IN A REGULAR MEETING DULY CONVENED AND ACTING IN ITS CAPACITY AS THE GOVERNING BODY OF VAL VERDE COUNTY, HEREBY AFFIRMS THE ATTACHED 2016 VAL VERDE COUNTY INVESTMENT POLICY, SETTING FORTH ITS INVESTMENT STRATEGIES BY FUND TYPE AND DESIGNATING THE VAL VERDE COUNTY INVESTMENT COMMITTEE TO IMPLEMENT AND CARRY OUT THE STATE INVESTMENT POLICY

PASSED and APPROVED, this 14TH day of MARCH, 2016

Efrain Valdez
HONORABLE EFRAIN VALDEZ
COUNTY JUDGE

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

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

Robert Nettleton
HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3

Gustavo Flores
HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

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



VAL VERDE COUNTY INVESTMENT POLICY

General Statement

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually according to Government Code 2256.005(e).

Funds Included

This investment policy applies to all financial assets of all funds of the County of Val Verde, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Val Verde County and depository bank.

County's Investment Officer

In accordance with Sec. 116.112(a), Local Government Code and/or Government Code Sec. 2256.005(f) and (g), the County Investment Officer, under the direction of the Val Verde County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The commissioner court shall immediately require to pay obligations of the County. The commissioners court shall designate by resolution one or more officers or employees as investment officer.

If the investment officer has a personal business relationship (as defined in the Public Funds Investment Act) with an entity – or is related within the second degree by affinity or consanguinity to an individual-seeking to sell an investment to the county, the investment officer must file a statement disclosing that personal business interest-or relationship-with the Texas Ethics Commission and the Commissioners Court in accordance with Government Code 2256.005(i)

I. INVESTMENT OBJECTIVES

General Statement

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The county will invest according to investment strategies for each fund as they are adopted by commissioner's court resolution in accordance with Sec. 2256.005(d).

Safety and Maintenance of Adequate Liquidity

Val Verde County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction.

The County's investment portfolio must be structured in conformance with an asset/liability management plan which provides for liquidity necessary to pay obligations as they become due.

Diversification

It will be the policy of Val Verde County to diversify its portfolio to manage the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

Yield

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the county is one year.

Quality and Capability of Investment Management

It is the County's policy to provide training required by Government Code 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality, capability and currency of the County Investment Officer in making investment decisions.

II. INVESTMENT TYPES

Due to the limited financial resources of Val Verde County, the only authorized investment tools will be TEX POOL and CD's.

In the event of a positive upswing in the county's financial position the Val Verde County Investment Officer may use and or all of the following authorized investment instruments consistent with governing law (Government Code 2256): and commissioners court approval.

- A. Except as provided by Government Code 2256.009(b), the following are authorized investments:
 - (1) Obligations of the United States or its agencies and instrumentalities;
 - (2) Direct obligations of this state or its agencies and instrumentalities;
 - (3) Other obligations, the principal and interest of which are unconditionally guaranteed or insured, by, or backed by the full faith and credit of this state or the United States or their respective agencies and instrumentalities.

- B. Certificates of deposit if issued by a state or national bank domiciled in this State or a savings and loan association domiciled in this state and is:
 - (1) Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor.

- C. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:
 - (1) Has a defined termination date;
 - (2) Is secured by obligations described by Section 256.009(a)(1) of the Public Funds Investment Act; and
 - (3) requires the securities being purchased by the county to be pledged to the county, held in the county's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county; and

- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.
- (5) Notwithstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the county under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquire must mature not later than the expiration date stated in the reverse security repurchase agreement.

Prohibited

The Val Verde County Investment Officer has no authority to use any of the following investment instruments that are strictly prohibited;

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in market index.

III. INVESTMENT RESPONSIBILITY AND CONTROL

Investment Institutions Defined

The Val Verde County Investment Officer may invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

- (1) Depository bank;
- (2) Other state or national banks domiciled in Texas that are insured by FDIC
- (3) Public funds investment pools or TEX POOL

Audit Control

The Val Verde County Investment Officer will establish liaison with the Val Verde County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control. The Investment Officer is subject to audit by the Val Verde County Auditor. In addition, the County Commissioners Court, at a minimum, will have an annual financial audit of all County funds by management controls on investments and adherence to the county's established investment policies in accordance with Government Code 2256.005(m).

Standard of Care

In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority; preservation and safety of principal; liquidity; and yield

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) The investment of all funds, or funds under the county's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) Whether the investment decision was consistent with the written investment policy of the county.

IV. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Quarterly Report

In accordance with Government Code 2256.023, not less than quarterly, the investment officer shall prepare and submit to the Commissioners Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. An independent auditor, who will report findings to the Commissioner Court, shall formally review the report annually if the county invests in securities other than money market mutual funds, investment pools or accounts offered by the depository bank. The report must:

- (1) Describe in detail the investment position of the county on the date of the report;
- (2) Be prepared jointly by all investment officers of the county;
- (3) Be signed by each investment officer of the county;
- (4) Contain a summary statement of each pooled fund group that states the:
 - (a) Beginning market value for the reporting period;
 - (b) Fully accrued interest for the reporting period;
- (5) State the account or fund or pooled group fund in the county for which each individual investment was acquired.

Notification of Investment Changes

It shall be the duty of the County Investment Officer of Val Verde County, Texas to notify the Val Verde County Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation.

V. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral or Insurance

The Val Verde County Investment Officer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

- (1) FDIC insurance coverage;
- (2) Obligations of the United States or its agencies and instrumentalities

Safekeeping

All purchased securities shall be held in the safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

All certificated of deposit, insured by FCIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

INVESTMENT COMMITTEE

Val Verde County Auditor, Frank Lowe, Investment Committee Member
Val Verde County Treasurer, Aaron D. Rodriguez, CIO
Val Verde County Commissioner, Ramiro V. Ramon, CIO



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David Kinsey
Owner
(830) 719-2234

1/09/2016

To: Val Verde County Purchasing Dept.
400 Pecan
Del Rio, Texas 78840

From: Big Dave's Repair
4214 Veterans Blvd
Del Rio, Texas 78840

Re: Food Assistance Program

To Whom It May Concern:

It has come to my attention that the refrigerator that is used by the Food Assistance Program at the Val Verde Community Center is not operational. This program provides assistance to the elderly as well as those in need of perishable and non-perishable food. At this time Big Dave's Repair would like to make a donation of a Kelvinator Merchandizer with a model number KCGN47RB to this program. The cost of the unit is \$1,983.00.

Thank you and we look forward to hearing from you on the status of this donation.

Respectfully,

David Kinsey