

Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)



**VAL VERDE COUNTY COMMISSIONER'S COURT MINUTES**

**JUNE 27<sup>th</sup> SPECIAL MEETING, A.D. 2016**

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

**BE IT REMEMBERED** that on this the 27<sup>TH</sup> day of June 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 **SPECIAL 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, Absent; 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.

**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:**

**Judge Efrain Valdez, County Judge**

4. Discussion and possible action on moving payroll back to Treasurer's office.

Frank Lowe made a presentation at the request of the Judge regarding moving payroll back to the Treasurer's Office. After presentation the Court made the following motion:

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

**QUORUM**

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

**ATTENDING**

**COUNTY STAFF/DEPTS:**

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

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

Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-256	N	O		Motion for payroll to remain with the County Auditor.		N, F, O, EVV		

\* Clerk's Note: Commissioner Flores arrived and joined the meeting in progress.

**Ramiro V. Ramon and Gustavo Flores, Commissioners Pct. 1, 4**

- Progress Report for TxCDBG 713479 Duck Pond Water Improvement Project and Escondido Water Tank.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N/A				NO ACTION—REPORT ONLY.				
				PRESENTATION WAS MADE JOINTLY WITH AGENDA ITEM #6.				

Clerk's Note: Mr. Esser provided a written report of his presentation for the minutes.

**Ramiro v. Ramon, Commissioners Pct. 1**

- Progress Report for TxCDBG 713076 STEP Escondido Water Line Project and 713125 Escondido Booster Station & Water Plant Improvements.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N/A				NO ACTION—REPORT ONLY.				
				PRESENTATION WAS MADE JOINTLY WITH AGENDA ITEM #5.				

**Beau Nettleton, Commissioner Pct. 3**

- Consider and act upon contract from Esser & Company Consulting LLC for the administration of the Defense Economic Adjustment Assistance Grant (DEAAG) Project, and authorize County Judge to sign.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N/A				Action on this Agenda Item was taken Together with Agenda Item #12.				
				See Order #16-259.				

---

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

Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)

8. Consider and act upon contract agreement between Esser & Company Consulting LLC and Val Verde County for Recreation, Parks & Open Space Master Plan, and authorize County Judge to sign.

ORDER  
#16-257

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion for approve Contract in the amount		N, F, O,		
			of \$6,000.00 to be paid from contingency		EVV		
			Funds and authorize the Judge to sign.				

**Gustavo Flores, Commissioner Pct. 4**

9. Discussion and possible action regarding the Amistad Acres Road project.

ORDER  
#16-258

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
F	N		Motion to terminate Amistad Acres Road		N, F, O,		
			Project and return grant money from the		R, EVV		
			Contingency to the State,				

10. Discussion and approving a bill for Auto Parts in the amount of \$490.49.

ORDER  
N/A

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

11. Discussion and approving a bill for Pollution Control Services for the amount of \$177.18.

ORDER  
N/A

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

**Rogelio R. Musquiz Jr., Purchasing Agent**

12. Discussion and possible action regarding the bid submittal for the construction of the Defense Control Center project at LAFB West Gate.

ORDER  
#16-259

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to accept the bid from Allbrite Const.		N, F, R	O	
			for the DEAAG Grant Project of the LAFB		EVV		
			West Gate.				

ORDER  
#16-260

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to award the Project Manager		N,F,R,O		
			Contract for this project to Carl Esser &		EVV		
			Company Consulting LLC in the amount of				
			\$6,000.00 payable from contingency.				

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

Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)

**13. Discussion and possible action regarding the Resolution for the contract to administer the Defense Economic Adjustment Assistance Grant (DEAAG) project.**

<b>ORDER</b>	<b>MOTION</b>	<b>2 ND</b>	<b>AMEND</b>	<b>AMENDMENT/NOTES</b>	<b>ACCEPT</b>	<b>AYES</b>	<b>NOES</b>	<b>ABST</b>
<b>#16-261</b>	<b>O</b>	<b>N</b>		Motion for approve the Resolution for the Contract to administer DEAAG project and authorize the Judge to sign.		<b>N, F, O, EVV</b>		

Clerk's Note: Resolution was not provided for the minutes.

**Robert Cadena, 83<sup>rd</sup> Judicial District Judge**

**14. Discussion and possible action on the hiring of a firm/company to assist in the employment of the anticipated vacancy for the position of Val Verde County Auditor.**

<b>ORDER</b>	<b>MOTION</b>	<b>2 ND</b>	<b>AMEND</b>	<b>AMENDMENT/NOTES</b>	<b>ACCEPT</b>	<b>AYES</b>	<b>NOES</b>	<b>ABST</b>
<b>N/A</b>				NO ACTION TAKEN.				

**Graciela Monday, Librarian**

**15. Discussion and possible action for the approval of a modification for the FY 2016/2016 operating budget. The request includes estimated costs of \$1,500.00 for the general office supplies expenditures.**

<b>ORDER</b>	<b>MOTION</b>	<b>2 ND</b>	<b>AMEND</b>	<b>AMENDMENT/NOTES</b>	<b>ACCEPT</b>	<b>AYES</b>	<b>NOES</b>	<b>ABST</b>
<b>#16-262</b>	<b>R</b>	<b>N</b>		Motion for approve budget amendment Request and move \$1,500.00 from Travel & Training to Office Supplies.		<b>N, F, O, R, EVV</b>		

**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:

**Lewis Owens, Commissioner Pct. 2**

Discussion and possible action regarding the oversight of grants for the county.

<b>ORDER</b>	<b>MOTION</b>	<b>2 ND</b>	<b>AMEND</b>	<b>AMENDMENT/NOTES</b>	<b>ACCEPT</b>	<b>AYES</b>	<b>NOES</b>	<b>ABST</b>
<b>#16-263</b>	<b>O</b>	<b>N</b>		Motion to hire Carl Esser for the oversight of County Grants at a rate of \$85.00 per hour.		<b>N, O, R, EVV</b>		

Clerk's Note: Commissioner Flores was not present and not voting on this Agenda Item.

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

Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)

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:

Ana Markowski Smith, County Attorney

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.

ORDER  
N/A

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

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 Meetings Act (Chapter 551 of the Texas Government Code that justifies executive session treatment.

The foregoing, recorded in Volume 46, pages 657-697, inclusive, was on this the 8th day of August 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**

**Special Meeting**

Old County Court at Law Bldg.  
207B E. Losoya Street  
Del Rio, TX

June 27, 2016  
9:00 A.M.

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.

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

**Efrain Valdez, County Judge**

4. Discussion and possible action on moving payroll back to the Treasurer's office.

**Ramiro V. Ramon and Gustavo Flores, Commissioners Pct. 1,4**

5. Progress Report for TxCDBG 713479 Duck Pond Water Improvement Project and Escondido Water Tank.

**Ramiro V. Ramon, Commissioners Pct. 1**

6. Progress Report for TxCDBG 713076 STEP Escondido Water Line Project and 713125 Escondido Booster Station & Water Plant Improvements.

**Beau Nettleton, Commissioner Pct. 3**

7. Consider and act upon contract from Esser & Company Consulting LLC for the administration of the Defense Economic Adjustment Assistance Grant (DEAAG) Project, and authorize County Judge to sign.
8. Consider and act upon contract agreement between Esser & Company Consulting LLC and Val Verde County for Recreation, Parks & Open Space Master Plan, and authorize County Judge to sign,

**Gustavo Flores, Commissioner Pct. 4**

9. Discussion and possible action regarding the Amistad Acres Road project.
10. Discussion and approving a bill for Auto Parts in the amount of \$490.49.
11. Discussion and approving a bill for Pollution Control Services for the amount of \$177.18.

**Rogelio R. Musquiz Jr., Purchasing Agent**

12. Discussion and possible action regarding the bid submittal for the construction of the Defense Control Center project at LAFB West Gate.
13. Discussion and possible action regarding the Resolution for the contract to administer the Defense Economic Adjustment Assistance Grant (DEAAG) project.

**Robert Cadena, 83<sup>rd</sup> Judicial District Judge**

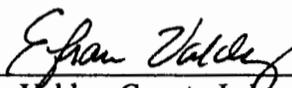
14. Discussion and possible action on the hiring of a firm/company to assist in the employment of the anticipated vacancy for the position of Val Verde County Auditor.

**Graciela Monday, Librarian**

15. Discussion and possible action for the approval of a modification for the FY 2015/2016 operating budget. The request includes estimated costs of \$1,500.00 for the general office supplies expenditures.

P.O. Box 4250 • Del Rio, TX 78841

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, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Wednesday, June 22, 2016 at 1:28 PM

FILED

2016 JUN 22 PM 1:28

GENEROSA GRACIA-RAMON  
VAL VERDE COUNTY CLERK

BY I-D DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

VOL. 46 PAGE 665

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

June 27, 2016 at 9:00AM

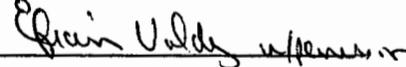
2016 JUN 22 P 4: 24  
GENEPOSA GARCIA-NAJON  
VAL VERDE COUNTY CLERK  
BY  DEPUTY

FILED

Lewis Owens, Commissioner Pct. 2

Discussion and possible action regarding the oversight of grants for the county.

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: <sup>Wednesday, June 22</sup> ~~Thursday, May 5,~~  
2016 at 4:24 PM

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

June 27, 2016 at 9:00AM

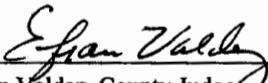
2016 JUN 23 P 2: 21  
GENERAL CLERK  
VAL VERDE COUNTY CLERK  
BY AW DEPUTY

FILED

**Ana Markowski Smith, County Attorney**

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.

**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, June 23, 2016 at 2:21 PM

**CERTIFICATE**

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** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 22 day of JUNE, 2016, at 9 o'clock A.m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



**Generosa Gracia-Ramon**  
**Val Verde County Clerk**

#5

**VAL VERDE COUNTY TXCDBG 713479 ESCONDIDO WATER TANK & DUCK POND ROAD WATER IMPROVEMENTS**  
 Contract Start Date November 12, 2013 Amended End Date May 10, 2016

				DRAW#1	DRAW#2	DRAW#3	DRAW#4	DRAW#5	DRAW#6	DRAW#7	BALANCE
	BUDGET	BUDGET AMEND MENT	AMENDED BUDGET	3/17/2014	9/8/2014	2/9/2015	5/6/2015	5/27/2015	1/6/2016	5/13/2016	
WATER - CONST.	\$ 167,050.00	\$ (8,239.00)	\$ 158,811.00			\$ (3,500.00)	\$ (77,645.43)			\$ (77,000.00)	\$ 665.57
WATER - ENGINEER	\$ 44,633.00	\$ 100.00	\$ 44,733.00	\$ (8,752.50)	\$ (8,019.75)	\$ (19,205.75)			\$ (4,376.25)		\$ 4,378.75
WATER - ACQUISITION	\$ 5,000.00	\$ 8,669.00	\$ 13,669.00			\$ (2,800.00)		\$ (10,869.00)			\$ -
SINGLE UNIT WATER	\$ 6,482.00		\$ 6,482.00				\$ (6,482.00)				\$ -
ADMINISTRATION	\$ 26,070.00	\$ (530.00)	\$ 25,540.00	\$ (3,900.00)		\$ (8,640.00)			\$ (6,635.00)		\$ 6,365.00
<b>Totals</b>	<b>\$ 249,235.00</b>		<b>\$ 249,235.00</b>	<b>\$ (12,652.50)</b>	<b>\$ (8,019.75)</b>	<b>\$ (34,145.75)</b>	<b>\$ (84,127.43)</b>	<b>\$ (10,869.00)</b>	<b>\$ (11,011.25)</b>	<b>\$ (77,000.00)</b>	<b>\$ 11,409.32</b>

Contracts	Contract	CO #1	CO #2	Contract Balance	CDBG Budget	Balance	Match
HD Supply	\$ 80,367.82	\$ 2,635.28	\$ 1,124.33	\$ 84,127.43	\$ (84,793.00)	\$ (665.57)	
TTE, LLC	\$ 77,000.00			\$ 77,000.00	\$ (77,000.00)	\$ -	
Union Pacific	\$ 3,500.00			\$ 3,500.00	\$ (3,500.00)	\$ -	
SW Abstract	\$ 10,869.00			\$ 10,869.00	\$ (10,869.00)	\$ -	
Sherwood Surveying	\$ 2,800.00			\$ 2,800.00	\$ (2,800.00)	\$ -	
TRC Engineers	\$ 45,703.00			\$ 45,703.00	\$ (44,733.00)	\$ 970.00	
Esser & Co	\$ 25,540.00			\$ 25,540.00	\$ (25,540.00)	\$ -	
HD Supply (10 fire hydrants)	\$ 16,795.40			\$ 16,795.40	\$ -	\$ 16,795.40	
In Kind Match	\$ 56,257.76			\$ 56,257.76	\$ -	\$ 56,257.76	
<b>Totals</b>				<b>\$ 322,592.59</b>		<b>\$ 74,023.16</b>	

# 6

VAL VERDE COUNTY ESCONDIDO WATER LINE TXCDBG 713076 (STEP)  
 START DATE MARCH 31,2014 AMENDED END DATE MARCH 29, 2017

	BUDGET	BUBGET AMEND MENT	AMENDED BUDGET	DRAW#1 9/8/2014	DRAW#2 12/11/2014	DRAW#3 1/6/2016	DRAW#4 5/9/2016	BALANCE
WATER IMPROVEMENTS - CONSTRUCTION	\$ 258,620.00	\$ 5,039.60	\$ 263,659.62			\$ (133,326.77)	\$ (49,782.25)	\$ 80,550.60
WATER IMPROVEMENTS - ENGINEERING	\$ 46,500.00		\$ 46,500.00	\$ (13,625.00)	\$ (9,437.50)	\$ (18,625.00)		\$ 4,812.50
WATER IMPROVEMENTS - ACQUISITION	\$ 2,500.00	\$ (2,500.00)	\$ -					
REHAB SINGLE UNIT WATER SERVICE	\$ 7,380.00	\$ (2,539.62)	\$ 4,840.38			\$ (4,840.38)		\$ -
CONTRACT PROGRAM ADMINISTRATION	\$ 35,000.00		\$ 35,000.00	\$ (1,750.00)	\$ (10,500.00)	\$ -10,850.00		\$ 11,900.00
	\$ 350,000.00		\$ 350,000.00	\$ (15,375.00)	\$ (19,937.50)	\$ (167,642.15)	\$ (49,782.25)	\$ 97,263.10

Contracts	Contract Amounts	CO #1	Contract Balance	CDBG Budget	Match
Fuguson	\$ 265,188.38	\$ 7,377.31	\$ 272,565.69	\$ (268,500.00)	\$ 4,065.69
TRC	\$ 46,500.00		\$ 46,500.00	\$ (46,500.00)	
Esser & Co	\$ 35,000.00		\$ 35,000.00	\$ (35,000.00)	
Contract Balances	\$ 346,688.38		\$ 354,065.69	\$ (350,000.00)	\$ 4,065.69

#16

Val Verde County TXCDBG 713125 ESCONDIDO BOOSTER STATION & WATER IMPROVEMENTS  
MARCH 31, 2014 TO MARCH 10, 2016 AMENDED TO MARCH 29, 2017

	BUDGET	Budget Amendment	AMENDED BUDGET	DRAW#1	DRAW#2	DRAW#3	DRAW#4	DRAW#5	DRAW#6	DRAW#7	DRAW#8	DRAW#9	DRAW#10	DRAW #11
Water - Const	\$ 350,871.00	\$ 33,129.00	\$ 384,000.00	\$ 41,836.00	9/8/2014	\$ 41,985.00	4/22/2015	8/31/2015	1/6/2016	1/19/2016	\$ 42,408.00	\$ 42,436.00	\$ 42,500.00	\$ 42,499.00
Engineering	\$ 60,785.00	\$ 1,215.00	\$ 62,000.00	\$ 7,500.00	\$ 9,000.00	\$ 13,125.00							\$ 25,500.00	
Acquisition	\$ 4,000.00		\$ 4,000.00					\$ 4,000.00						
Single Unit Water	\$ 34,344.00	\$ (34,344.00)	\$ -					\$ -						
Admin	\$ 50,000.00		\$ 50,000.00	\$ 7,500.00		\$ 10,000.00							\$ 13,500.00	
ROW-Fence	\$ -		\$ -											
	\$ 500,000.00		\$ 500,000.00	\$ 15,000.00	\$ 9,000.00	\$ 23,125.00	\$ 3,500.00	\$ 4,000.00	\$ 11,250.00	\$ 35,608.50	\$ 5,400.00	\$ 21,253.50	\$ 76,885.00	\$ 143,802.00

	Contract	C.O. #1	Contract Balance	CDBG Budget	Match
TTE, LLC	\$ 503,021.00	\$ 4,900.00	\$ 507,921.00	\$ (380,500.00)	\$ 127,421.00
Union Pacific	\$ 3,500.00		\$ 3,500.00	\$ (3,500.00)	\$ -
Sherwood Surveying	\$ 4,000.00		\$ 4,000.00	\$ (4,000.00)	\$ -
TRC Engineers	\$ 62,000.00		\$ 62,000.00	\$ (62,000.00)	\$ -
Esser & Co.	\$ 50,000.00		\$ 50,000.00	\$ (50,000.00)	\$ -
J.W. Fence Co.	\$ 14,037.50		\$ 14,037.50		\$ 14,037.50
			\$ 641,458.50	\$ (500,000.00)	\$ 141,458.50

# 7

**ESSER & COMPANY CONSULTING LLC**  
**Contract For Professional Administration Management Services**  
**For County of Val Verde**  
**Defense Economic Adjustment Assistance Grant (DEAAG)**

**PART I**  
**AGREEMENT**

THIS AGREEMENT, entered into this 27<sup>th</sup> day of June, 2016, by and between the County of Val Verde, hereinafter called the "County", acting herein by Efrain Valdez, Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "the Contractor", acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, the County of Val Verde desires to implement the following: Defense Economic Adjustment Assistance Grant (DEAAG) from the Office of the Governor, Texas Military Preparedness Commission to construct a defense control center at the west gate access point of Laughlin Air Force Base. and Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional administrative services in connection with this DEAAG Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:  
Throughout this document:
  - a. "Agreement" refers to the contract between a county and a professional or administrative services Contractor to assist with the administration, or implementation of all or any portion of a grant from the Texas Military Preparedness Commission.
  - b. "Contractor" refers to a professional or administrative services Contractor engaged to assist a County with the administration, or implementation of all or a portion of a grant from the Texas Military Preparedness Commission.
  - c. "Parties" refer to the Contractor and the County.
  
2. Scope of Services  
The Contractor will perform the services set out in Part II, Scope of Services.
  
3. Time of Performance - The services of the Contractor shall commence on June 27 2016. In any event, all of the services required and performed hereunder shall be completed no later than October 15, 2017.
  
4. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

5. Access to Information - The County, the Texas Military Preparedness Commission, Office of the Governor, the Texas State Auditor's Office, the Comptroller General of the United States, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the County or the administration, or implementation of the DEAAG award between Texas Military Preparedness Commission and Val Verde County.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Seventy-Five Thousand and No/100 Dollars \$75,000.00**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless Val Verde County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the DEAAG Grant Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
  - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.
  - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable, including the following exhibits/attachments:* ] represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: *Efrain Valdez*  
(Local County Official)  
Efrain Valdez  
(Printed Name)  
Val Verde County Judge  
(Title)

BY: *Carl Esser*  
(Contractor's Authorized Representative)  
Carl Esser  
(Printed Name)  
Consultant  
(Title)

**PART II**  
**SCOPE OF SERVICES**

The Contractor shall provide the following scope of services:

**A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the DEEAG regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and OOG.
7. Prepare and submit to OOG documentation necessary for amending the DEEAG contract and or budget.
8. Prepare and submit quarterly reports and project impact reports.
9. Prepare Financial Information Report.
10. Serve as liaison for the County during any monitoring visit by staff representatives from either OOG or the Texas Military Preparedness Commission.

**B. Financial Management**

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to OOG.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

**E. Construction Management**

1. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
2. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
3. Provide assistance to or act as local labor standards officer. Notify OOG in writing of name, address, and phone number of appointed labor standards compliance officer.
4. Request wage rates from DOL for construction bid documents.
5. Assist in the Advertisement for bids.
6. Verify construction contractor eligibility with System of Award Management
7. Review construction contract.
8. Assist in pre-construction conference and prepare minutes.
9. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.

10. Assist in processing change orders approved by County and the project engineer and submit to OOG prior to execution with the construction contractor.
11. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to OOG.
12. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Equal Opportunity

1. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
2. Assist with Section 3 requirements per 24 CFR Part 135.
3. Prepare all Section 504 requirements per 24 CFR Part 8.
4. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
5. Ensure the adequate publication of required notices.

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Final Financial Interest Report, and any required documentation regarding jobs created/retained, and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with DEAAG audit guidelines.

**PART III  
PAYMENT SCHEDULE**

County shall reimburse Esser & Company Consulting LLC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

---

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	5%
• Completion of the Bid/Contract Award Process	20%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO Requirements	10%
• Program and Financial Management	40%
• Filing of all Required Close-out Information	10%
Total	100%

---

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

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County. The County may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Contractor. If this Contract is terminated for convenience, the County will pay the Contractor for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or DEAAAG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not

resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

1. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

3. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

4. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the DEAAAG award between OOG and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the DEAAAG award between OOG and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the DEAAAG award between OOG and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the DEAAAG award between OOG and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

5. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing

such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under

this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**ESSER & COMPANY CONSULTING LLC**  
**Contract For Recreation, Parks, Open Space Master Plan**  
**For County of Val Verde**

**PART I**  
**AGREEMENT**

THIS AGREEMENT, entered into this 27<sup>th</sup> day of June, 2016, by and between the County of Val Verde, hereinafter called the "County", acting herein by Efrain Valdez, Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "the Contractor", acting herein by Carl Esser.

**WITNESSETH THAT:**

WHEREAS, the County of Val Verde desires to implement the following: Recreation, Parks, & Open Space Master and Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional services in connection with the Val Verde County Recreation, Parks, & Open Space Master Plan.

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:

Throughout this document:

- a. "Agreement" refers to the contract between a county and a professional or administrative services Contractor to assist with the administration, or implementation of all or any portion of the Val Verde County Recreation, Parks & Open Space Master Plan.
- b. "Contractor" refers to a professional or administrative services Contractor engaged to assist a County with the administration, or implementation of all or a portion of the Val Verde County Recreation, Parks & Open Space Master Plan.
- c. "Parties" refer to the Contractor and the County.

2. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

3. Time of Performance - The services of the Contractor shall commence on June 27 2016. In any event, all of the services required and performed hereunder shall be completed no later than June 26, 2017.

4. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

5. Access to Information - The County, and the Texas Parks & Wildlife Department, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the County or the administration, or implementation of the Val Verde County Recreation, Parks & Open Space Master Plan.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Six Thousand and No/100 Dollars \$6,000.00**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless Val Verde County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the Val Verde County Recreation, Parks & Open Space Master Plan, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
  - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.
  - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable*, including the following exhibits/attachments:\_] represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: Efrain Valdez  
(Local County Official)  
Efrain Valdez  
(Printed Name)  
Val Verde County Judge  
(Title)

BY: Carl Esser  
(Contractor's Authorized Representative)  
Carl Esser  
(Printed Name)  
Consultant  
(Title)

**PART II  
SCOPE OF SERVICES**

The Contractor shall provide the following scope of services:

**II. Scope of Services**

The plan development process proposed herein is as required by Texas Parks and Wildlife Department and Texas Department of Agriculture guidelines. This firm will provide the following Scope of Services as a minimum.

**RECREATION PARKS AND OPEN SPACE**

**1. RECREATION PARKS AND OPEN SPACE INVENTORY**

a. Esser & Company Consulting LLC shall take an inventory of the community's/county's existing parks, recreation facilities and open spaces to include, but not necessarily be limited to the following:

- (1) Location, type and use of public parks;
- (2) Location and type of public recreation facilities, including public school facilities;
- (3) Open spaces of all types including boulevards, parkways, flood plains, conservation areas, etc.

b. Esser & Company Consulting LLC shall identify the service area of the parks and recreational opportunities it provides.

c. Review and report on recreational facilities and open spaces serving the county's population.

d. Review and report on major recreational facilities serving the county's population that are privately or semi-publicly owned and operated.

**2. RECREATION PARKS AND OPEN SPACE ANALYSIS**

a. In coordination with county officials, Esser & Company Consulting LLC shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.

b. Esser & Company Consulting LLC shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.

c. Esser & Company Consulting LLC shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.

d. In consonance with the recommended standards, Esser & Company Consulting LLC shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.

e. Esser & Company Consulting LLC shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

**3. RECREATION FACILITIES PARKS AND OPEN SPACE PLAN**

a. In cooperation with county agencies, Esser & Company Consulting LLC shall determine specific goals relating to recreation parks and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.

b. In relation of existing facilities, recognized problems, and in consonance with goals and objectives, Esser & Company Consulting LLC shall prepare a recreation parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:

- (1) Recommendations for improvements and expansion to existing facilities;
- (2) Recommendations for the general location of new facilities;
- (3) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
- (4) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
- (5) Population projections for the period of the plan and demographics on ethnicity, age, and income.
- (6) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.

c. Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:

- (1) Phasing of clear and measurable priorities;
- (2) Timeline for completion;
- (3) Estimated cost by project; and
- (4) Possible sources of funding.

d. Esser & Company Consulting LLC shall submit to Texas Parks & Wildlife Department proof of plan adoption by resolution of the Val Verde County Commissioners Court.

**PART III  
PAYMENT SCHEDULE**

County shall pay Esser & Company Consulting LLC for professional services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

---

<b>Milestone / Task</b>	<b>% of Contract Fee</b>
<ul style="list-style-type: none"><li>• Adoption of the Val Verde County Recreation, Parks and Open Space Master Plan by Val Verde County Commissioners Court</li></ul>	100%

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

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County. The County may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Contractor. If this Contract is terminated for convenience, the County will pay the Contractor for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the*

*locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.*

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

1. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

3. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless

with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

4. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, or implementation of the Val Verde County Recreation, Parks & Open Space Master Plan shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, or implementation of the Val Verde County Recreation, Parks & Open Space Master Plan shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the Master Plan and the County or in any business, entity, organization or person that may benefit from the Plan. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

5. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing

such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under

this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#12

REVISED 06/23/16  
ATTACHMENT C

PROJECT:  
RE-BID – WEST GATE DCC  
LAUGHLIN AFB, TEXAS

TABULATION NO. 1  
SUMMARY OF  
AVERAGE RANKING FOR  
EACH CONTRACTOR  
06/20/2016

CRITIERA	K-W CONST.	ALLBRITE	FRONTERA	BARLOVENTO	CAPITAL
Critiera	Average	Average	Average	Average	Average
3.1	4.6	3.0	4.1	5.0	4.6
3.2	4.9	3.8	4.7	4.8	5.0
3.3	4.75	3.8	4.2	4.6	5.0
3.4	19	15.2	11.8	19.6	18
3.5	4.9	3.2	4.5	5.0	4.7
3.6	5.0	4.5	4.1	4.9	4.7
3.7	5.0	4.0	5.0	4.8	4.56
3.8	40.1	48.75	45.6	34.3	30.16
	Total	Total	Total	Total	Total
	88.25	86.25	84	83	76.72

PREPARED BY:  
CHARLES WILLIS & ASSOCIATES, INC.  
1161 CORPORATE DRIVE WEST  
SUITE 150  
ARLINGTON, TEXAS 76006

#15



Val Verde County Library  
300 Spring Street  
Del Rio, TX 78840  
Phone: (830) 774-7595  
Fax: (830) 774-7407  
[library@valverdecountry.org](mailto:library@valverdecountry.org)

June 14, 2016

Mr. Frank Lowe  
Val Verde County Auditor  
901 Bedell Ave. Ste. A  
Del Rio, Texas 78840

RE: Budget Amendment Request

Dear Mr. Lowe,

We respectfully request the approval of a modification for the FY 2015/2016 operating budget wherein the book account be debited to provide funding for general office supplies expenditures. The request includes estimated costs totaling \$1,500.00.

If you have any questions or need additional information, please contact me at 774-7595. Thank you.

M. Graciela Monday  
Library Director

cc: Judge Efrain Valdez