

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



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

**JULY 11<sup>TH</sup> REGULAR TERM, A.D. 2016**

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

**BE IT REMEMBERED** that on this the 11<sup>th</sup> day of July 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):

June 1 Tabled

June 13 Tabled

June 27 Tabled

ORDE#	MOTION	2 ND	AYES	NOES	ABSTAIN	TABLE
16-264	R	N	R,O,N,F			R
			EVV			

5. CITIZENS' COMMENTS: NONE PRESENTED.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

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

**QUORUM**

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

**ATTENDING**

**COUNTY STAFF/DEPTS:**

- COUNTY ATTY
- SS COUNTY ATTY STAFF
- DM 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

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**Roger Cerny, Val Verde Heath Inspector**

- 6. Presentation of Certificates of successful completion of wildland firefighting training to Road and Bridge Crews from Pct. 3, and the Val Verde Fire/Rescue Dept. Presentations to be made by county Judge Efrain Valdez.

ORDER  
N/A

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

**Doug Lengyel, Assistant Chief Patrol Agent of the U.S. Border Patrol, Del Rio Sector**

- 7. Seeking approval and signature on an Order for Supplies or Services (order) against the intergovernmental Agreement (IGA) for detention services between Val Verde County and the United States Marshals Service.

ORDER  
#16-265

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to approve agreement & authorize Judge to sign.		R,O,N,F EVV		

**Isabel C. Guerrero, New Horizons Center Director**

- 8. Presentation on the New Horizons Women and Children's Center financial and activity reports for April, May, and June.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Presentation only				
			no action taken				

**Efrain V. Valdez, County Judge**

- 9. Discussion and possible action regarding possible abandoned property located in storage at the library and possible action thereafter.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Presentation only, no action taken.				
			Librarian will get with Sheriff to contact				
			Heirs of Greenwood Estate				

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

10. Discussion and possible action on regarding Arlington Higher Education Finance Corporation Revenue Bonds (Responsive Education solutions) series 2016A and authorizing the County Judge to sign the certificate of the county Judge of Val Verde County after the requisite public hearing is held and barring no objections at said hearing.

**ORDER #16-266**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to approve as long as there are no		R, O, N, F		
			Objections and authorize the Judge to		EVV		
			Sign.				

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

11. Discussion and possible action on supporting effort to recognize Justice of the Peace Felix Barrera, Sr.

**ORDER #16-267**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	F		Motion to send letter of support to City in		R, O, N, F		
			Favor of effort to get this done and authorize		EVV		
			Judge to sign letter.				

12. Discussion and possible action on policy manual change to amend vacation policy.

**ORDER #16-268**

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

13. Discussion and possible action on approval an invoice for B. & S. Services for the amount of \$232.60. Due to no purchase order.

**ORDER #16-269**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Motion to pay 16-24539 and continue		R, O, N, F		
			PO#46015 and use same PO.		EVV		

14. Discussion and possible action to approving an overage of \$30.42 on the invoice for Moody Gardens Hotel.

**ORDER #16-270**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to approve payment of \$30.42		R, O, N, F		
			On the invoice for Moody Gardens Hotel.		EVV		

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

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

15. Discussion and possible action on lease agreement between Val Verde County and the Del Rio 4x4 Mud racing event set on August 6, 2016.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-271	O	N		Motion to approve Lease for 4x4 Mud		R,O,N,F		
				Racing and authorize the Judge to sign.		EVV		

16. Discussion and possible action on paying out of cycle contractors and materials as needed to complete Animal Control Facility.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-272	N	O		Motion to pay contractors and materials		R,O,N,F		
				out of cycle ( every 2 weeks) for work		EVV		
				on Animal Control facility.				

17. Discussion and possible action on the use of the Alcoa Fields for the ABO Adult kickball league.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-273	N	R		Motion to approve use of fields so long		R,O,N,F		
				as no youth group is affected.		EVV		

18. Discussion and possible action on the lease agreement between the National Mexican festival & Rodeo show August 7, 2016.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-274	O	N		Motion to approve lease between National		R,O,N,F		
				Mexican Festival & Rodeo and Val Verde		EVV		
				County and authorize the Judge to sign.				

**Antonio Faz III, Justice of the Peace Pct.2**

19. Request payment on Sparklettes office water bill for month of June, (no purchase order was done prior).

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-275	O	N		Motion to approve June bill for \$20.00		R,O,N,F		
				& Prepare PO out of office supplies.		EVV		

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

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

20. Review of the Val Verde County Library Expansion Project budget.

ORDER  
N/A

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

21. Discussion and possible action regarding Bid award for the Val Verde County Library Expansion Project Furniture, Furnishing, and Equipment Bid solicitations.

ORDER  
#16-276

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

22. Discussion and possible action regarding authorization to issue purchasing a new credit card to be used for online and misc. purchase.

ORDER  
#16-277

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

23. Consider and act upon authorization for purchasing department to request RFO's for Architectural, Resident Inspector and for Testing Services for the DEAG Laughlin Defense Control Center Project.

ORDER  
#16-278

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to go out for RFQ's& for them to be				
			Opened at July 27 <sup>th</sup> Budget Workshop.				
		N	Amend to add Committee Members of:	F	R,O,N,F		
			Esser, Eloy Padilla and Roy Musquiz.		EVV		

**Roger Cerny, County Risk Management Officer**

24. Report on training (Flood plain basics for West Texas).

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken, report only.				

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

25. Val Verde County Claim report for the month of June.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken, Report only.				

Clerk's Note: Court took a 10 minute break at this time in the meeting.

**M. Graciela Monday, County Library Director**

26. Discussion and possible action regarding recommendation to enter into a partnership with Better World Books.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Get information to County Attorney				
			for their review.				

27. Discussion and possible action regarding Friends of the Library paying for the painting of existing patio furniture.

ORDER  
#16-279

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

28. Discussion ad possible action regarding Friends of the Library reimbursing the Library for Summer Reading Program expenses.

ORDER  
#16-280

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to approve & accept the		R,O,N,F		
			Reimbursement from Friends of the Library		EVV		
			For Summer Reading Program expenses.				

29. Discussion and possible action regarding Apollo Bibleonix to replace The Library Corporation (TLC).

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken. Contract to be				
			reviewed by the County Attorney and				
			Then presented to the Court for action.				

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

30. Discussion and possible action regarding Cybrarian to provide time management and print management.

**ORDER  
#16-281**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Motion to table in order for IT &		R,O,N,F		
			And County Attorney to review		E V V		
			Then bring back to court.				

31. Discussion and possible action regarding Bench which sits in what is currently the front of the library.

**ORDER  
N/A**

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

32. Discussion and possible action regarding library closure for construction.

**ORDER  
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken. Mr. Esser will take				
			This up at Wednesday meeting at				
			the Library.				

**George Sosa, County Veterans Service Officer**

33. Request consideration for one additional new hire (Administrative Assistant/Secretary).

**ORDER  
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken. Will do as part of budget				
			Process.				

**Fred Hernandez, District Attorney**

34. Discussion and possible action on approval of reimbursement for travel and per diem for Charles D. Mee Assistant District Attorney form BPU Grant.

**ORDER  
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken. Matter referred to Mr.				
			Esser for recommendation.				

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**Aaron Rodriguez, County Treasurer**

35. Monthly Treasurer's Report.

<b>ORDER</b>								
<b>#16-282</b>	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	F		Motion to approve as presented.		R, F	O	
						EVV		

Clerk's Note: Commissioner Nettleton was not present during the vote on this Agenda Item.

**Juanita Barrera, County HR Director**

36. Discussion and possible action on health insurance renewal with Texas Association of Counties.

<b>ORDER</b>								
<b>#16-283</b>	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	R	O		Motion to authorize renewal and		R,O,N, F		
				Authorize the Judge to sign.		EVV		

37. Discussion and possible action on adoption of exempt position list.

<b>ORDER</b>								
<b>N/A</b>	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
				No Action taken.				

38. HR monthly report for personnel matters.

<b>ORDER</b>								
<b>#16-284</b>	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	R		Motion to approve as presented.		R,O,N,F		
						EVV		

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

- A. Graciela Monday, Librarian, requesting to have Mr. Frank Lowe, start issuing checks to Beatriz Navarro, Librarian II with an annual salary of \$23,862.50 effective June 13, 2016. Ms. Navarro is being promoted from part-time to full time; she is replacing Dakota Viesca who was terminated.

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

- B. Jerry Rust, Fire Chief, requesting that Frank Lowe, stop issuing checks to Galilea Willis, Fire Fighter effective June 16, 2016. Ms. Willis resigned.
- C. Beatriz Munoz, Tax Assessor/Collector, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Regina Paine, Part Time Voter Registration/Collection Clerk, with an hourly rate of \$8.25 effective June 22, 2016. Ms. Paine is replacing Martha Diaz who was promoted to Full time.
- D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor, stop issuing checks to Maria Smith, Crime Victim Advocate, effective July 1, 2016. Ms. Smith has resigned.
- E. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor, start issuing checks to Gerald Martinez who has been promoted to Narcotics Analyst/HIDTA with an annual salary of \$43,019.74, effective July 11, 2016. Mr. Martinez is replacing Noemi Guerra, who was promoted.
- F. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, start issuing checks to Tamara Ramirez, with an annual salary of \$19,712.50 effective July 5, 2016. Ms. Ramirez is replacing Lourdes Mendez who was promoted.

**Frank Lowe, County Auditor**

40. Monthly Auditor's Report.

**ORDER  
#16-285**

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

41. Discussion and possible action for 2015/2016 Budget Amendments.

**ORDER  
#16-286**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Approve as follows:		R,O, N,F		
			Health Department: Move \$2,000 from		EVV		
			Travel & Training and \$1,000 from post-				
			Age to Office Supplies;				
			Treasurer – Move \$1.500 from office supply				
			To Travel and Training.				

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

**Ana Markowski Smith, County Attorney**

42. 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.

**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"/> V <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"/> 10:55 ENDED @ <input type="checkbox"/> 11:12 BREAK @ <input type="checkbox"/> RESUMED @ <input type="checkbox"/> ACTION AFTER EX: <input type="checkbox"/> None

**ORDER #16-287**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to Approve Lease for IT Department & authorize Judge		R,O, N,F		
			To sign.		EVV		

**42. Approving subdivision Plats.**

**ORDER #16-288**

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	SUBMIT	AYES	NOES	ABST
N	F	3	Motion to Approve: Wolf Creek Plat.		R,O, N,F		
					EVV		
O	N	2	Motion to Approve: Nanid Breedan plat.		R,O, N,F		
					EVV		
F	N	4	Motion to Approve: Gonzalez – Mario plat.		R,O, N,F		
					EVV		

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

43. Approving Certificates of Compliance

ORDER  
N/A

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
			None presented.				

44. Approving Monthly Reports from Elected Officials:

ORDER  
#16-289

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve as presented		R,O,N,F		
			Except JP#2 report because it was not		EVV		
			Included in the reports.				

45. Approving bills for payment:

	NOTES	AMOUNT	HOLD	REMOVE
<b>INCLUDING:</b>	Shipping charge	\$ 23.85		
	SW Abstract Earnest Money Contract	\$1,000.00		
	Vulcan - \$7,518.00, should be \$7,567.62	\$7,567.62		
	Sears - A/C \$398 should be \$449.99	\$ 449.99		
<b>EXCLUDING:</b>	None			

ORDER  
#16-290

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

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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)

46. Elected official's comments: None

47. Judge's Comments: None

Our next Regular Commissioners Court Meeting will be August 08, 2016, @ 9:00 a.m.; **Agenda Items are due Wednesday, August 3, 2016 @ 12:00 noon.**

The foregoing, recorded in Volume 46, pages 698-820, inclusive, was on this the 8<sup>TH</sup> day of August A.D. 2016, read and is hereby **APPROVED**.

Respectfully submitted,



EFRAIN V. VALDEZ  
COUNTY JUDGE

ATTEST:



GENEROSA GRACIA-RAMON  
COUNTY CLERK



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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](mailto:evaldez@valverdecountry.org)

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**  
**July 2016 REGULAR TERM**

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

**July 11, 2016 at 9:00 AM**

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

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

**Roger Cerny, Risk Management Officer**

6. Presentation of Certificates of successful completion of wildland firefighting training to Road and Bridge Crews from Pct. 3, and the Val Verde Fire /Rescue Dept. Presentations to be made by county Judge Efrain Valdez.

**Doug Lengyel, Assistant Chief Patrol Agent of the U.S. Border Patrol, Del Rio Sector**

7. Seeking approval and signature on an Order for Supplies or Services (order) against the intergovernmental Agreement (IGA) for detention services between Val Verde County and the United States Marshals Service.

**Isabel C. Guerrero, New Horizons Center Director**

8. Presentation on the New Horizons Women and Children's Center financial and activity reports for April, May, and June.

**Efrain Valdez, County Judge**

9. Discussion and possible action regarding possible abandoned property located in storage at the library and possible action thereafter.
10. Discussion and possible action regarding Arlington Higher Education Finance Corporation Revenue Bonds (Responsive Education solutions) series 2016A and authorizing the County Judge to sign the certificate of the county Judge of Val Verde County after the requisite public hearing is held and barring no objections at said hearing.

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

11. Discussion and possible action on supporting effort to recognize Justice of the Peace Felix Barrera, Sr.
12. Discussion and possible action on policy manual change to amend vacation policy.
13. Discussion and possible action on approving an invoice for B. & S. Services for the amount of \$232.60. Due to no purchase order.
14. Discussion and possible action on approving an overage of \$30.42 on the invoice for Moody Gardens Hotel.

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

15. Discussion and possible action on lease agreement between Val Verde County and the Del Rio 4x4 Mud racing event set on August 6, 2016.
16. Discussion and possible action on paying out of cycle contractors and materials as needed to complete Animal Control Facility.

17. Discussion and possible action on the use of the Alcoa Fields for the ABO Adult kickball league.
18. Discussion and possible action on the lease agreement between the National Mexican festival & Rodeo show. August 7, 2016.

**Antonio Faz III, Justice of the Peace Pct. 2**

19. Request for payment on Sparklettes office water bill for month of June, (no purchase order was done prior).

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

20. Review of the Val Verde County Library Expansion Project budget.
21. Discussion and possible action regarding Bid award for the Val Verde County Library Expansion Project Furniture, Furnishing, and Equipment Bid solicitations.
22. Discussion and possible action regarding authorization to issue purchasing a new credit card to be used for online and misc. purchase.
23. Consider and act upon authorization for purchasing department to request RFQ's for Architectural, Engineering, Resident Inspector and for Testing Services for the DEAG Laughlin Defense Control Center Project.

**Roger Cerny, County Risk Management Officer**

24. Report on training (Flood plain basics for West Texas)
25. Val Verde County Claim report for the month of June.

**M. Graciela Monday, County Library Director**

26. Discussion and possible action regarding recommendation to enter into a partnership with Better World Books.
27. Discussion and possible action regarding Friends of the Library paying for the painting of existing patio furniture.

28. Discussion and possible action regarding Friends of the Library reimbursing the Library for Summer Reading Program expenses.
29. Discussion and possible action regarding Aollo Biblionix to replace The Library Corporation (TLC).
30. Discussion and possible action regarding Cybrarian to provide time management and print management.
31. Discussion and possible action regarding Bench which sits in what is currently the front of the library.
32. Discussion and possible action regarding library closure for construction.

**George Sosa, County Veterans Service Officer**

33. Request consideration for one additional new hire (Administrative Assistant/Secretary).

**Fred Hernandez, District Attorney**

34. Discussion and possible action on approval of reimbursement for travel and per diem for Charles D. Mee Assistant District Attorney form BPU Grant.

**Aaron Rodriguez, County Treasurer**

35. Monthly Treasurer's Report.

**Juanita Barrera, County HR Director**

36. Discussion and possible action on health insurance renewal with Texas Association of Counties.
37. HR monthly report for personnel matters.
38. Discussion and possible action on adoption of exempt position list.
39. Listed below are several personnel matters which need to be part of the upcoming June agenda for HR reporting period from June 9, 2016 through July 6, 2016.

- A. Graciela Monday, Librarian, requesting to have Mr. Frank Lowe, start issuing checks to Beatriz Navarro, Librarian II with an annual salary of \$23,862.50 effective June 13, 2016. Ms. Navarro is being promoted from part-time to full time; she is replacing Dakota Viesca who was terminated.

P.O. Box 4250 • Del Rio, TX 78841

- B. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, stop issuing checks to Galilea Willis, Fire Fighter effective June 16, 2016. Ms. Willis resigned.
- C. Beatriz Munoz, Tax Assessor/Collector, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Regina Paine, Part Time Voter Registration/Collection Clerk, with an hourly rate of \$8.25 effective June 22, 2016. Ms. Paine is replacing Martha Diaz who was promoted to Full time.
- D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Maria Smith, Crime Victim Advocate, effective July 1, 2016. Ms. Smith has resigned.
- E. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Gerald Martinez who has been promoted to Narcotics Analyst/HIDTA with an annual salary of \$43,019.74 effective July 11, 2016. Mr. Martinez is replacing Noemi Guerra, who was promoted.
- F. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, start issuing checks to Tamara Ramirez, with an annual salary of \$19,712.50 effective July 5, 2016. Ms. Ramirez is replacing Lourdes Mendez who was promoted.

**Frank Lowe, County Auditor**

40. Monthly Auditor's Report.

41. Discussion and possible action for 2015/2016 Budget Amendments.

**Ana Markowski Smith, County Attorney**

42.

- 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.

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**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.**

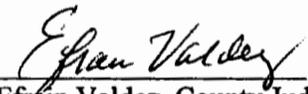
Executive Session items that may result in action in open session thereafter;

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

2016 JUL - 7 P 4: 22  
GENERAL CLERK  
VAL VERDE COUNTY CLERK  
BY  DEPUTY

FILED

**Our next Regular Commissioners Court Meeting will be August 08, 2016, @ 9:00 a.m.; Agenda Items are due Wednesday, August 3, 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, July 7th, 2016 at 4:22 AM PM**

P.O. Box 4250 • Del Rio, TX 78841

**VOL. 46 PAGE 715**

**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 7<sup>th</sup> day of July, 2016, at 9:00'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**

The U.S. Border Patrol is seeking approval and signature on an Order for Supplies or Services (Order) against the Intergovernmental Agreement (IGA) for detention services between Val Verde County and the United States Marshals Service.

On July 17, 2015 Val Verde County and the United States Marshals Service added the U.S. Border Patrol Del Rio Sector as a user agency to the Val Verde Correctional Facility IGA (attached). The Order now presented is for detention services and occasional medical watch services from the time of County approval until 5/31/2017. In addition, the Order outlines the invoicing and payment method for these services as well as the pricing, funding amount, and time period the Order is valid for.

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 2

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 05/27/2016	2. CONTRACT NO. (if any)	6. SHIP TO:		
3. ORDER NO. HSBP1016P00342	4. REQUISITION/REFERENCE NO. 0020092778	a. NAME OF CONSIGNEE See Attached Delivery Schedule		
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		b. STREET ADDRESS		
		c. CITY	d. STATE	e. ZIP CODE
7. TO:		f. SHIP VIA		

a. NAME OF CONTRACTOR VAL VERDE CORRECTIONAL FACILITY		<input checked="" type="checkbox"/> a. PURCHASE - Reference Your IGA 80980061. Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
b. COMPANY NAME			
c. STREET ADDRESS 253 FM 2523 HAMILTON LN		10. REQUISITIONING OFFICE SHELBY BENSO DOUGLAS LENGYEL 830-778-7117 douglas.r.lengyel@cbp.dhs.gov	
d. CITY DEL RIO	e. STATE TX	f. ZIP CODE 78840	
9. ACCOUNTING AND APPROPRIATION DATA 6100.2581USCSGLCS0935701000Z00016400BN0111020200 BPO382581			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	Destination
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 05/31/2017	16. DISCOUNT TERMS Within 30 days Due net
a. INSPECTION ORIGIN	b. ACCEPTANCE ORIGIN			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acctpt
10	MEDICAL FACILITY GUARD SERVICES	1.000	AU	\$37,303.32	\$37,303.32	

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$0.00	17(h)TOT. (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME DHS - Customs & Border Protection	Commercial Accounts Sect.			\$37,303.32
b. STREET ADDRESS (or P.O. Box) 6650 Telecom Drive, Suite 100					
c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46278			

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Rosie Zaragoza-Santos TITLE: CONTRACTING/ORDERING OFFICER
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AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

OPTIONAL FORM 347 (REV. 5/2011)  
Prescribed by GSA/FAR 48 CFR 53.213 (f)

DATE OF ORDER 05/27/2016	CONTRACT NO. (if any)	ORDER NO. HSBP1016P00342	PAGE OF PAGES 2 OF 2
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**Federal Tax Exempt ID: 72-0408780**

**Emailing Invoices to CBP. Do not mail or email invoices to CBP. Invoices must be submitted via the IPP website, as detailed under Electronic Invoicing and Payment Requirements in the attached terms and conditions.**

**NOTES:**

TREASURY ACCOUNT NUMBER 07020162016 0530000

Pricing is based on IGA# 80-98-0061 Mod #3

Guard/Transportation rate \$ 18.75 per hour  
Housing/per diem rate \$56.00

Attachment: IGA 80-98-0061 MOD 3

OPTIONAL FORM 347 (REV. 5/2011)

**PURCHASE ORDER TERMS AND CONDITIONS**

**U.S. CUSTOMS and BORDER PROTECTION**  
 Supplemental Clauses/Provisions

Order Number: HSBP1016P00342

**I.1 SCHEDULE OF SUPPLIES/SERVICES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	MEDICAL FACILTY GUARD SERVICES	1.000	AU	\$37,303.32	\$37,303.32

Total Funded Value of Award:

**\$37,303.32**

**I.2 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2581USCSGLCS0935701000Z00016400BN0111020200 BPQ382581 TAS# 07020162016 0530000	\$37,303.32

**I.3 DELIVERY SCHEDULE**

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 2401 Dodson Ave Del Rio, TX 78840	10	1.000	05/31/2017



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. P00001 3. EFF. DATE 07/01/2016 4. REQUISITION/PURCHASE REQ. NO. 0020092778 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7014 7. ADMINISTERED BY (If other than Item 6) CODE  
 DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229  
 DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) VAL VERDE CORRECTIONAL FACILITY 253 FM 2523 HAMILTON LN DEL RIO TX 78840  
 CODE 611754136 FACILITY CODE  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1016P00342  
 10B. DATED (SEE ITEM 13) 06/01/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 6100.2581USCSGLCS0935701000Z00016400BN0111020200 BPQ382581

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to add additional funding according to the Federal Administration Regulation, 52.243-1, Changes-Fixed Price.

CLIN 0020 has been added and fully funded in the amount of \$50,000.00.  
 TREASURY ACCOUNT NUMBER 07020162016 0530000  
 Pricing is based on IGA# 80-98-0061 Mod #3  
 Guard/Transportation rate \$ 18.75 per hour



Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rosie Zaragoza-Santos Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation**

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	PAGE OF PAGES	
P00001	07/01/2016	0020092778	2	2

14. DESCRIPTION OF AMENDMENT/MODIFICATION ( Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Housing/per diem rate \$56.00

Mileage shall be reimbursed by the Federal Government at the General Service Administration (GSA) Federal Travel Regulation Mileage Rate.

This purchase order modification is hereby funded in the amount of \$50,000.00, total obligated amount increased by \$50,000.00 from \$37,303.32 for a cumulative total amount of \$87,303.32

Attachment: IGA 80-98-0061 MOD 3

STANDARD FORM 30 (REV. 10-83)

**VOL. 46 PAGE 723**

PRICE SCHEDULE- HSBP1016P00342

	COST CATEGORIES	HOURS	RATE	QTY	TOTAL
CLIN 0010	Detention bed-day rate (price per detainee/day)		\$56.00	357	\$19,992.00
	Guard Duty (2 guards for 450 hours each)	450	\$18.75	2	\$16,875.00
	Mileage (travel to and from outside facility where guard duty was performed, current GSA rate)		\$0.54	808	\$436.32
CLIN 0020	Additional funding as needed for detention, guard duty or mileage				\$50,000
	<b>Total funded</b>				<b>\$87,303.32</b>

**II.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
[www.acquisition.gov](http://www.acquisition.gov)

**I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES**

NUMBER TITLE

**II.2 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

**II.3 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)**

**II.4 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)**

**II.5 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

**II.6 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

**II.7 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)**

**II.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAR 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313)
- (10) [Reserved].
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
  - (ii) Alternate I (Nov 2011) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
  - (ii) Alternate I (NOV 2011).
  - (iii) Alternate II (NOV 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
  - (ii) Alternate I (OCT 1995) of 52.219-7.
  - (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
  - (ii) Alternate I (OCT 2001) of 52.219-9.
  - (iii) Alternate II (OCT 2001) of 52.219-9.
  - (iv) Alternate III (OCT 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
  - (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (OCT 2015) of 52.223-13.
- (37) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (JUN 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy—Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
  - (ii) Alternate I (JUN 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103–182, 108–77, 108–78, 108–286, 108–302, 109–53, 109–169, 109–283, 110–138, 112–41, 112–42, and 112–43).
  - (ii) Alternate I (MAY 2014) of 52.225-3.
  - (iii) Alternate II (MAY 2014) of 52.225-3.
  - (iv) Alternate III (MAY 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (46) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)
  - (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
  - (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
  - (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
  - (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
[Contracting Officer check as appropriate.]
- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
  - (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. Chapter 67).
  - (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658)
  - (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
  - (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015)
- (v) Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212)
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi)  (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
 (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015).

- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## II.9 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

### (a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

### (b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
    - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
    - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
  - (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
  - (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
    - (i) warrants;
    - (ii) options;
    - (iii) contracts to acquire stock;
    - (iv) convertible debt instruments; and
    - (v) others similar interests.
  - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) *Disclosure.* The offeror under this solicitation represents that [Check one]:
- it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;
  - it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or
  - it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

**II.10 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

- 3052.209-72 Organizational Conflicts of Interest.
- 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) *Clauses.*

- 3052.203-70 Instructions for Contractor Disclosure of Violations.
- 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- 3052.204-71 Contractor Employee Access.
- Alternate I
- 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- 3052.209-73 Limitation on Future Contracting.
- 3052.215-70 Key Personnel or Facilities.
- 3052.216-71 Determination of Award Fee.
- 3052.216-72 Performance Evaluation Plan.
- 3052.216-73 Distribution of Award Fee.
- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.228-70 Insurance.
- 3052.236-70 Special Provisions for Work at Operating Airports.
- 3052.242-72 Contracting Officer's Technical Representative.
- 3052.247-70 F.o.B. Origin Information.
- Alternate I
- Alternate II
- 3052.247-71 F.o.B. Origin Only.
- 3052.247-72 F.o.B. Destination Only.

(End of clause)

II.11 CONTRACT TYPE (OCT 2008)

This is a firm fixed price order.

[End of Clause]

**II.12 SPECIFICATIONS, STATEMENT OF WORK, STATEMENT OF OBJECTIVES OR PERFORMANCE WORK STATEMENT ATTACHED (JUN 2013)**

The Specifications, Statement of Work, Statement of Objectives or Performance Work Statement which describe the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications" as described in the clause, Order of Precedence, FAR 52.215-8 incorporated herein by reference.

[End of Clause]

**II.13 PERIOD OF PERFORMANCE (MAR 2003)**

The period of performance of this contract shall be from JUNE 01, 2016 through MAY 31, 2017.

[End of Clause]

**II.14 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)**

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

**II.15 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2016)**

Beginning April 11, 2016, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP:

- detailed invoice as stated in SOW \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

**II.16 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

**II.17 SECURITY PROCEDURES (OCT 2009)**

**A. Controls**

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COTR). The COTR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.
5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COTR. The Contractor shall provide timely start information to the CO/COTR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COTR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COTR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COTR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

**B. Security Background Investigation Requirements**

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).
2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)

3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquires, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPi).
4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.
6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COTR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COTR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COTR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COTR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COTR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COTR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee.

Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.

2. The Contractor shall notify the CO/COTR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COTR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COTR will notify IA/SMD.

**E. Non-Disclosure Agreements**

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

[End of Clause]

**II.18 NON-PERSONAL SERVICE (MAR 2003)**

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
  - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
  - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
  - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

**II.19 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)**

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]  
(Contractor)  
[Position or Professional Title]  
[Company Name]  
Supporting the XXX Division/Office...  
U.S. Customs & Border Protection  
[Phone]  
[FAX]  
[Other contact information as desired]

[End of Clause]

## II.20 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
  - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
  - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
  - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

## II.21 PRISON RAPE ELIMINATION ACT (PREA) (OCT 2014)

Contractor will comply with the Prison Rape Elimination Act of 2003 (codified at 42 U.S.C. §15601 et seq.), and with all applicable DHS PREA standards (found at 6 C.F.R. Part 115 and <http://www.gpo.gov/fdsys/pkg/FR-2014-03-07/pdf/2014-04675.pdf>) for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse

within CBP Facilities/Programs/Offices, whether owned, operated or contracted. CBP has a zero tolerance policy prohibiting all forms of sexual abuse of individuals in its custody, including in detention facilities, during transport, and during processing. The Contractor acknowledges that, in addition to "self-monitoring requirements", CBP will conduct announced or unannounced compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and CBP Policies may result in termination of the contract.

[End of Clause]

## II.22 SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

- (a) **Applicability.** This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.
- (b) **Definitions.** As used in this clause—

*"Personally Identifiable Information (PII)"* means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

*"Sensitive Information"* is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

- (c) Authorities. The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:
- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
  - (2) DHS Sensitive Systems Policy Directive 4300A
  - (3) DHS 4300A Sensitive Systems Handbook and Attachments
  - (4) DHS Security Authorization Process Guide
  - (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
  - (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
  - (7) DHS Information Security Performance Plan (current fiscal year)
  - (8) DHS Privacy Incident Handling Guidance
  - (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
  - (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
  - (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (d) Handling of Sensitive Information. Contractor compliance with this clause, as well as the policies and procedures described below, is required.
- (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of

Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

- (2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.
  - (3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.
  - (4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.
- (e) Authority to Operate. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.
- (1) Complete the Security Authorization process. The SA process shall proceed according to the DHS Sensitive Systems Policy Directive 4300A (Version 11.0, April 30, 2014), or any successor publication, DHS 4300A Sensitive Systems Handbook (Version 9.1, July 24, 2012), or any successor publication, and the Security Authorization Process Guide including templates.
    - (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.
    - (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
    - (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for

information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

- (2) **Renewal of ATO.** Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.
  - (3) **Security Review.** The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.
  - (4) **Continuous Monitoring.** All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.
  - (5) **Revocation of ATO.** In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.
  - (6) **Federal Reporting Requirements.** Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.
- (f) **Sensitive Information Incident Reporting Requirements.**
- (1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC.

The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

- (2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:
- (i) Data Universal Numbering System (DUNS);
  - (ii) Contract numbers affected unless all contracts by the company are affected;
  - (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
  - (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
  - (v) Contracting Officer POC (address, telephone, email);
  - (vi) Contract clearance level;
  - (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
  - (viii) Government programs, platforms or systems involved;
  - (ix) Location(s) of incident;
  - (x) Date and time the incident was discovered;
  - (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
  - (xii) Description of the Government PII and/or SPII contained within the system;
  - (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
  - (xiv) Any additional information relevant to the incident.

(g) Sensitive Information Incident Response Requirements.

- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
  - (i) Inspections,
  - (ii) Investigations,
  - (iii) Forensic reviews, and
  - (iv) Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) Additional PII and/or SPII Notification Requirements.

- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification unless the

Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

- (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:
  - (i) A brief description of the incident;
  - (ii) A description of the types of PII and SPII involved;
  - (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
  - (iv) Steps individuals may take to protect themselves;
  - (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
  - (vi) Information identifying who individuals may contact for additional information.
- (i) **Credit Monitoring Requirements.** In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:
  - (1) Provide notification to affected individuals as described above; and/or
  - (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
    - (i) Triple credit bureau monitoring;
    - (ii) Daily customer service;
    - (iii) Alerts provided to the individual for changes and fraud; and
    - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or
  - (3) Establish a dedicated call center. Call center services shall include:
    - (i) A dedicated telephone number to contact customer service within a fixed period;
    - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
    - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
    - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
    - (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
    - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- (j) **Certification of Sanitization of Government and Government-Activity-Related Files and Information.** As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(End of clause)

## **II.23 INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)**

- (a) **Applicability.** This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.
- (b) **Security Training Requirements.**

- (1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.
- (2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.
- (c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

# **Statement of Work (SOW) Detention Space**

## **1. BACKGROUND:**

The United States Border Patrol is the mobile, uniformed law enforcement arm of the U.S. Customs and Border Protection (CBP) within the Department of Homeland Security (DHS).

The Del Rio Border Patrol Sector (DRT) is responsible for protecting our Nation by reducing the likelihood that dangerous people and capabilities enter the United States between the ports of entry from the Terrell/Val Verde county line 210 miles southeast to the Maverick/Webb county line.

This acquisition shall cover the procurement of detention space at Val Verde County Correctional Facility (hereinafter referred to as "the Facility") for individuals arrested and held by DRT in both criminal and administrative cases.

## **2. SCOPE:**

The objective of this procurement is to obtain detention and medical facility guard services as a rider on the United States Marshals Service's intergovernmental agreement (IGA), #80-98-0061, with Val Verde County. These services are meant to assist the Border Patrol by providing a safe and secure detention environment for the care and well-being of federal prisoners that are awaiting transfer to local, state, or other Federal agencies for the commencement of criminal and/or administrative proceedings.

Detention requirements for DRT are fluid so services are to be provided up to the point that does not exceed the total amount currently allotted to the items currently funded in the active task order issued against this IGA. Typically DRT requires between zero (0) up to approximately 100 bed-days per month.

## **3. APPLICABLE DOCUMENTS:**

United States Marshals Service Intergovernmental Agreement # 80-98-0061

United States Marshals Service Modification of Intergovernmental Agreement # 80-98-0061 with effective date of July 1, 2015.

The Prison Rape Elimination Act (PREA); Public Law 108-79

## **4. SPECIFIC TASKS:**

In addition to the requirements set forth in the intergovernmental agreement between Val Verde County and the United States Marshals Service, the County shall accept and provide for the secure custody, care and safekeeping of federal prisoners in DRT custody in accordance with Federal, state, and local laws,

standards, policies, procedures, or court orders applicable to the operations of the facility.

Val Verde County shall only perform up to the point that does not exceed the total amount currently allotted to the items, listed below, and currently funded under the current delivery order.

- Detention Services
- Optional Guard/Transportation Services to Medical Facility

In accordance with block 13 of the IGA and as outlined within, DRT intends to utilize the optional guard/transportation services to medical facilities.

DRT does not intend to utilize guard/transportation services to U.S. Courthouse at this time. In the event DRT intends to begin using this service, the COR shall notify the Facility in writing and services shall only be performed up to the point that does not exceed the total amount currently allotted and funded under the current delivery order for guard/transportation service.

DRT does not intend to utilize guard/transportation services to Justice Prisoner & Alien Transportation System (JPATS).

In the event of a medical emergency that requires outside care for a detainee housed at the Facility, as soon as practical, the Facility shall notify the duty supervisor at the Del Rio Border Patrol station at (830) 778-3100. In order for the medical facility to properly bill the Government, the station notification shall include the detainee's name, date of birth, and Alien Registration Number (A-Number) as well as any information available as to the reason outside medical attention is required.

The Facility shall also inform the Del Rio station as to their ability to perform medical guard duties for the duration of the detainee's stay at the medical facility. Should the Facility not have sufficient resources to perform medical guard services for the detainee's duration of stay, the Facility must maintain custody of the detainee until Border Patrol agents or Government contracted guards (currently G4S Secure Solution (USA) Inc.) arrive and assume custody.

Subsequent notifications to the Del Rio Sector Prosecution's office at (830) 778-7870 or [drt-pros@cbp.dhs.gov](mailto:drt-pros@cbp.dhs.gov) shall also be made as soon as practical.

The Facility also agrees, subject to the availability of personnel, to provide medical guard for detainees admitted to the Val Verde County Regional Hospital that have not been admitted to the Facility. If this service is required the COR shall make arrangements with the Facility for such service.

#### **5. PERIOD OF PERFORMANCE:**

This agreement shall remain in effect until inactivated in accordance with the terms of the IGA.

**6. BILLING AND PAYMENT:**

Billing for detention services, guard duty, and transport mileage shall be in accordance with the terms of the IGA.

Invoices for detention services shall contain:

- The date range (first day to the last day) of the billing cycle being invoiced
- quantity of bed-days accumulated,
- number of detainees that account for the bed-days,
- price per bed-day,
- total detention dollar amount,
- date the invoice was prepared,
- and contract number.

Accompanying the detention invoice must be a copy of the final billing report for the month being invoiced and shall contain:

- the detainee's name,
- date of birth,
- A-Number,
- gender,
- start date,
- end date, and
- total day count.

Invoices for guard and transport services shall contain:

- The date guard service was performed,
- the number of guards that performed the service,
- the hours billable to each guard,
- total guard hours for the billing period,
- total mileage for the billing period,
- total dollar amounts for each line item,
- total invoice dollar amount for the billing period, and
- supporting documentation containing information on the detainee(s) guarded.

Send one (1) copy to:

U.S. Border Patrol  
Del Rio Sector Headquarters  
Attn: Prosecutions Office  
2401 Dodson Ave  
Del Rio, Texas 78840

One (1) copy to:

cbpinvoices@dhs.gov

**7. PROJECT MANAGEMENT:**

**Contracting Officer:**

Rosie Zaragoza  
Del Rio Sector Headquarters  
2401 Dodson Ave  
Del Rio, Texas 78840  
830-778-7077 (office)  
830-313-3903 (cell)  
ROSIE.ZARAGOZA@CBP.DHS.GOV

**Contracting Officer's Representative (COR):**

Douglas R. Lengyel  
Del Rio Sector Headquarters  
2401 Dodson Ave  
Del Rio, Texas 78840  
830-778-7117 (office)  
830-309-9599 (cell)  
DOUGLAS.R.LENGYEL@CBP.DHS.GOV



New Horizons Women and Children's Center - Activity Report

APRIL 2016						
Number of Residents at the beginning of the moth	Total	5	Adults	4	Children	1
New Residents	Total	5	Adults	3	Children	2
Residents leaving the shelter	Total	4	Adults	2	Children	2
MAY 2016						
Number of Residents at the beginning of the moth	Total	6	Adults	5	Children	1
New Residents	Total	1	Adults	1	Children	0
Residents leaving the shelter	Total	4	Adults	3	Children	1
JUNE						
Number of Residents at the beginning of the moth	Total	3	Adults	3	Children	0
New Residents	Total	13	Adults	4	Children	9
Residents leaving the shelter	Total	1	Adults	1	Children	0

At the moment: 5 Adults and 9 children

Referrals / Applications / Goods Obtained

<b>MEDICAL</b>	Insurance (Medicaid)	3	<b>BASIC NEEDS</b>	Housing Application	
	UMC Discount Program	4		Food Banks	
	General Physical			SNAP	
	Dental			Community Centers	3
	Eye Doctor / Glasses	1		Shoes and Clothing	5
	Amistad Therapy / MHMR	1		TANF	1
<b>LEGAL</b>	Lawyers / Custody / Divorce		<b>IMPROVEMENT</b>	Workforce	1
	Child Support Application			Homeless Ed. Program	
	Lawyers / Immigration Status			Head Start Program	
	Protective Order	3		Daycare Services	1
	Crime Victim's Compensation	2		Furniture for Home	

Other Referrals and Accomplishments

--

Obstacles encountered

--

Internal Resources

People Attending Support Groups or faith based organizations	Total	4
People Participating in Computer Literacy Classes	Total	
People Obtaining Counseling	Total	6
People Receiving English Classes	Total	
Families Requiring Transportation for Appointments	Total	6
People Participating in other Activities	Total	6

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Accrual Basis

Quad Counties Council  
Profit & Loss Detail  
April through June 2016

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>43400 · Direct Public Support</b>									
Deposit	5/9/2016	Credit	Deposit	Donation fro...			1000 · Compa...	200.00	200.00
Deposit	5/24/2016	Dep.	Deposit	Check # 467...			1000 · Compa...	1,318.29	1,518.29
Total 43400 · Direct Public Support								1,518.29	1,518.29
<b>44800 · Indirect Public Support</b>									
Deposit	5/12/2016	Dep.	Deposit	Check # 151...			1000 · Compa...	20.00	20.00
Total 44800 · Indirect Public Support								20.00	20.00
<b>46400 · Other Types of Income</b>									
Deposit	4/13/2016	Dep.	Deposit	Check # 756...			1000 · Compa...	32,500.00	32,500.00
Deposit	5/17/2016	Dep.	Deposit	Ch.#6145 fro...			1000 · Compa...	80.14	32,580.14
Total 46400 · Other Types of Income								32,580.14	32,580.14
<b>49900 · Uncategorized Income</b>									
Deposit	5/24/2016	Dep.	Deposit	Check # 693...			1000 · Compa...	150.00	150.00
Total 49900 · Uncategorized Income								150.00	150.00
Total Income								34,268.43	34,268.43
Gross Profit								34,268.43	34,268.43
<b>Expense</b>									
<b>62100 · Contract Services</b>									
<b>62110 · Accounting Fees</b>									
Check	4/13/2016	Debit	Admin. Fee	Admin Fee fo...			1000 · Compa...	1,625.00	1,625.00
Check	4/15/2016	4878	Cynthia K.Schuler	It was Schule...			1000 · Compa...	155.00	1,780.00
Check	5/13/2016	4906	Cynthia K.Schuler				1000 · Compa...	180.00	1,960.00
Total 62110 · Accounting Fees								1,960.00	1,960.00
<b>62100 · Contract Services - Other</b>									
Check	4/1/2016	4863	Graciela Avalos				1000 · Compa...	187.50	187.50
Check	4/1/2016	4864	Emilia D Melendez				1000 · Compa...	540.00	727.50
Check	4/1/2016	4865	Candice J. Parra				1000 · Compa...	120.00	847.50
Check	4/15/2016	4880	Graciela Avalos				1000 · Compa...	367.50	1,215.00
Check	4/15/2016	4881	Emilia D Melendez				1000 · Compa...	686.25	1,901.25
Total 62100 · Contract Services - Other								1,901.25	1,901.25
Total 62100 · Contract Services								3,861.25	3,861.25

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**Quad Counties Council  
 Profit & Loss Detail  
 April through June 2016**

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Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>62800 - Facilities and Equipment</b>									
<b>62890 - Rent, Parking, Utilities</b>									
<b>62891 - Cable</b>									
Check	4/8/2016	4876	DISH				1000 - Compa...	19.83	19.83
Check	4/22/2016	4891	DISH				1000 - Compa...	47.14	66.97
Check	6/24/2016	4947	DISH				1000 - Compa...	19.83	86.80
Total 62891 - Cable								86.80	86.80
<b>62893 - Utilities</b>									
Check	4/22/2016	4892	Time Warner Cable				1000 - Compa...	305.74	305.74
Check	5/20/2016	4920	Time Warner Cable				1000 - Compa...	274.32	580.06
Check	6/17/2016	4943	Time Warner Cable				1000 - Compa...	274.59	854.65
Total 62893 - Utilities								854.65	854.65
<b>62894 - Rent, other occupancy</b>									
Check	5/13/2016	4907	City of Del Rio				1000 - Compa...	200.00	200.00
Total 62894 - Rent, other occupancy								200.00	200.00
Total 62890 - Rent, Parking, Utilities								1,141.45	1,141.45
Total 62800 - Facilities and Equipment								1,141.45	1,141.45
<b>65000 - Operations</b>									
<b>65040 - Supplies</b>									
Check	6/17/2016	4944	Concho Business S...				1000 - Compa...	176.38	176.38
Total 65040 - Supplies								176.38	176.38
<b>65050 - Telephone, Telecommunications</b>									
<b>65051 - Mobile Telecommunications</b>									
Check	5/13/2016	4908	Compass Bank				1000 - Compa...	100.00	100.00
Total 65051 - Mobile Telecommunications								100.00	100.00
Total 65050 - Telephone, Telecommunications								100.00	100.00
<b>65060 - Equipment</b>									
Check	4/15/2016	4879	Compass Bank	Furniture-Pro...			1000 - Compa...	1,016.01	1,016.01
Check	6/17/2016	4946	Compass Bank				1000 - Compa...	175.94	1,191.95
Total 65060 - Equipment								1,191.95	1,191.95
Total 65000 - Operations								1,468.33	1,468.33
<b>65100 - Other Types of Expenses</b>									
<b>65160 - Other Costs</b>									
Check	5/6/2016	4905	Cash	Emergency w...			1000 - Compa...	500.00	500.00
Total 65160 - Other Costs								500.00	500.00
Total 65100 - Other Types of Expenses								500.00	500.00

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**Quad Counties Council  
Profit & Loss Detail  
April through June 2016**

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Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>65500 - Payroll Taxes</b>									
<b>65510 - 941</b>									
Check	4/1/2016	4875	KNPIP Account		Shelter 2...		1000 - Compa...	326.60	326.60
Check	4/15/2016	4890	KNPIP Account		Shelter		1000 - Compa...	338.85	665.45
Check	4/29/2016	4903	KNPIP Account		Shelter		1000 - Compa...	373.11	1,038.56
Check	5/13/2016	4919	KNPIP Account		Shelter		1000 - Compa...	400.98	1,439.54
Check	6/10/2016	4942	KNPIP Account		Shelter		1000 - Compa...	373.44	1,812.98
Check	6/24/2016	4958	KNPIP Account		Shelter		1000 - Compa...	379.55	2,192.53
<b>Total 65510 - 941</b>								<b>2,192.53</b>	<b>2,192.53</b>
<b>Total 65500 - Payroll Taxes</b>								<b>2,192.53</b>	<b>2,192.53</b>
<b>65600 - Payroll Expenses</b>									
<b>Bonus</b>									
Check	4/1/2016	4869	Isabel Fernandez				1000 - Compa...	319.40	319.40
Check	4/15/2016	4886	Jose F. Mendoza				1000 - Compa...	500.63	820.03
Check	6/24/2016	4951	Isabel Fernandez				1000 - Compa...	319.40	1,139.43
<b>Total Bonus</b>								<b>1,139.43</b>	<b>1,139.43</b>
<b>Payroll Taxes</b>									
Check	4/1/2016	4875	KNPIP Account		Shelter 2...		1000 - Compa...	773.21	773.21
Check	4/15/2016	4890	KNPIP Account		Shelter		1000 - Compa...	817.93	1,591.14
Check	4/29/2016	4903	KNPIP Account		Shelter		1000 - Compa...	878.76	2,469.90
Check	5/13/2016	4919	KNPIP Account		Shelter		1000 - Compa...	949.08	3,418.98
Check	5/27/2016	4931	KNPIP Account		Shelter		1000 - Compa...	370.37	3,789.35
Check	6/10/2016	4942	KNPIP Account		Shelter		1000 - Compa...	891.56	4,680.91
Check	6/24/2016	4958	KNPIP Account		Shelter		1000 - Compa...	917.79	5,598.70
<b>Total Payroll Taxes</b>								<b>5,598.70</b>	<b>5,598.70</b>
<b>65600 - Payroll Expenses - Other</b>									
Check	4/1/2016	4867	Elizabeth Chavez				1000 - Compa...	206.86	206.86
Check	4/1/2016	4868	Mary Criswell				1000 - Compa...	470.16	677.02
Check	4/1/2016	4870	Luz Lazcano				1000 - Compa...	429.52	1,106.54
Check	4/1/2016	4871	Jose F. Mendoza				1000 - Compa...	500.63	1,607.17
Check	4/1/2016	4872	Jo Elda Morales				1000 - Compa...	549.22	2,156.39
Check	4/1/2016	4873	Vicenta Richter				1000 - Compa...	324.87	2,481.26
Check	4/1/2016	4874	Simon F. Sotelo				1000 - Compa...	695.67	3,176.93
Check	4/15/2016	4882	Elizabeth Chavez				1000 - Compa...	316.16	3,493.09
Check	4/15/2016	4883	Mary Criswell				1000 - Compa...	525.86	4,018.95
Check	4/15/2016	4884	Isabel Fernandez				1000 - Compa...	319.40	4,338.35
Check	4/15/2016	4885	Luz Lazcano				1000 - Compa...	534.92	4,873.27
Check	4/15/2016	4887	Selina Mendoza				1000 - Compa...	193.11	5,066.38
Check	4/15/2016	4888	Vicenta Richter				1000 - Compa...	525.86	5,592.24
Check	4/15/2016	4889	Simon F. Sotelo				1000 - Compa...	695.67	6,287.91
Check	4/29/2016	4893	Graciela Avalos				1000 - Compa...	212.87	6,500.78
Check	4/29/2016	4894	Elizabeth Chavez				1000 - Compa...	349.10	6,849.88
Check	4/29/2016	4895	Mary Criswell				1000 - Compa...	525.86	7,375.74
Check	4/29/2016	4896	Isabel Fernandez				1000 - Compa...	319.40	7,695.14
Check	4/29/2016	4897	Luz Lazcano				1000 - Compa...	534.92	8,230.06

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 Accrual Basis

Quad Counties Council  
 Profit & Loss Detail  
 April through June 2016

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Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Check	4/29/2016	4898	Emilia D Melendez				1000 · Compa...	59.10	8,289.16
Check	4/29/2016	4899	Jose F. Mendoza				1000 · Compa...	500.63	8,789.79
Check	4/29/2016	4900	Selina Mendoza				1000 · Compa...	324.87	9,114.66
Check	4/29/2016	4901	Vicenta Richter				1000 · Compa...	476.36	9,591.02
Check	4/29/2016	4902	Simon F. Sotelo				1000 · Compa...	695.67	10,286.69
Check	5/13/2016	4909	Graciela Avalos				1000 · Compa...	239.23	10,525.92
Check	5/13/2016	4910	Elizabeth Chavez				1000 · Compa...	236.42	10,762.34
Check	5/13/2016	4911	Mary Criswell				1000 · Compa...	525.86	11,288.20
Check	5/13/2016	4912	Isabel Fernandez				1000 · Compa...	319.40	11,607.60
Check	5/13/2016	4913	Luz Lazcano				1000 · Compa...	534.92	12,142.52
Check	5/13/2016	4914	Emilia D Melendez				1000 · Compa...	392.81	12,535.33
Check	5/13/2016	4915	Jose F. Mendoza				1000 · Compa...	500.63	13,035.96
Check	5/13/2016	4916	Selina Mendoza				1000 · Compa...	420.66	13,456.62
Check	5/13/2016	4917	Vicenta Richter				1000 · Compa...	426.86	13,883.48
Check	5/13/2016	4918	Simon F. Sotelo				1000 · Compa...	695.67	14,579.15
Check	5/27/2016	4921	Graciela Avalos				1000 · Compa...	173.35	14,752.50
Check	5/27/2016	4922	Elizabeth Chavez				1000 · Compa...	295.52	15,048.02
Check	5/27/2016	4923	Mary Criswell				1000 · Compa...	525.86	15,573.88
Check	5/27/2016	4924	Isabel Fernandez				1000 · Compa...	319.40	15,893.28
Check	5/27/2016	4925	Luz Lazcano				1000 · Compa...	534.92	16,428.20
Check	5/27/2016	4926	Emilia D Melendez				1000 · Compa...	123.94	16,552.14
Check	5/27/2016	4927	Jose F. Mendoza				1000 · Compa...	500.63	17,052.77
Check	5/27/2016	4928	Selina Mendoza				1000 · Compa...	324.87	17,377.64
Check	5/27/2016	4929	Vicenta Richter				1000 · Compa...	476.36	17,854.00
Check	5/27/2016	4930	Simon F. Sotelo				1000 · Compa...	695.67	18,549.67
Check	5/27/2016	4931	KNPIP Account		Shelter		1000 · Compa...	871.02	19,420.69
Check	6/10/2016	4933	Elizabeth Chavez				1000 · Compa...	302.90	19,723.59
Check	6/10/2016	4934	Mary Criswell				1000 · Compa...	525.86	20,249.45
Check	6/10/2016	4935	Isabel Fernandez				1000 · Compa...	319.40	20,568.85
Check	6/10/2016	4936	Luz Lazcano				1000 · Compa...	429.52	20,998.37
Check	6/10/2016	4937	Emilia D Melendez				1000 · Compa...	411.39	21,409.76
Check	6/10/2016	4938	Jose F. Mendoza				1000 · Compa...	500.63	21,910.39
Check	6/10/2016	4939	Selina Mendoza				1000 · Compa...	278.75	22,189.14
Check	6/10/2016	4940	Vicenta Richter				1000 · Compa...	525.86	22,715.00
Check	6/10/2016	4941	Simon F. Sotelo				1000 · Compa...	695.67	23,410.67
Check	6/24/2016	4948	Graciela Avalos				1000 · Compa...	252.41	23,663.08
Check	6/24/2016	4949	Elizabeth Chavez				1000 · Compa...	59.10	23,722.18
Check	6/24/2016	4950	Mary Criswell				1000 · Compa...	525.86	24,248.04
Check	6/24/2016	4952	Luz Lazcano				1000 · Compa...	534.92	24,782.96
Check	6/24/2016	4953	Emilia D Melendez				1000 · Compa...	354.52	25,137.48
Check	6/24/2016	4954	Jose F. Mendoza				1000 · Compa...	500.63	25,638.11
Check	6/24/2016	4955	Selina Mendoza				1000 · Compa...	324.87	25,962.98
Check	6/24/2016	4956	Vicenta Richter				1000 · Compa...	476.36	26,439.34
Check	6/24/2016	4957	Simon F. Sotelo				1000 · Compa...	695.54	27,134.88
Total 65600 · Payroll Expenses - Other								27,134.88	27,134.88
Total 65600 · Payroll Expenses								33,873.01	33,873.01

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 07/05/16  
 Accrual Basis

**Quad Counties Council**  
**Profit & Loss Detail**  
 April through June 2016

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>7000 · Grant &amp; contract expense</b>									
<b>7012 · Petty Cash</b>									
Check	4/8/2016	4877	Isabel Fernandez	Petty Cash			1000 · Compa...	500.00	500.00
Check	6/10/2016	4932	Mary Criswell	Petty Cash			1000 · Compa...	500.00	1,000.00
Total 7012 · Petty Cash								<u>1,000.00</u>	<u>1,000.00</u>
Total 7000 · Grant & contract expense								1,000.00	1,000.00
<b>8500 · Misc expenses</b>									
<b>8580 · Contingency provisions</b>									
Check	6/17/2016	4945	Carlos G Lara	Check de Co...			1000 · Compa...	150.00	150.00
Total 8580 · Contingency provisions								<u>150.00</u>	<u>150.00</u>
Total 8500 · Misc expenses								150.00	150.00
<b>8600 · Business expenses</b>									
<b>8660 · Fines, penalties, judgements</b>									
Check	4/15/2016	Debit	Image statement				1000 · Compa...	5.00	5.00
Check	4/15/2016	Debit	Image statement				1000 · Compa...	40.00	45.00
Check	5/16/2016	Debit	Image statement				1000 · Compa...	5.00	50.00
Check	5/16/2016	Debit	Image statement				1000 · Compa...	40.00	90.00
Total 8660 · Fines, penalties, judgements								<u>90.00</u>	<u>90.00</u>
Total 8600 · Business expenses								90.00	90.00
Total Expense								<u>44,276.57</u>	<u>44,276.57</u>
Net Ordinary Income								-10,008.14	-10,008.14
<b>Other Income/Expense</b>									
<b>Other Expense</b>									
<b>Transfer Expense</b>									
<b>Transfer Expense - KNPIP</b>									
Check	4/29/2016	4904	KNPIP Account	Transfer mad...	Shelter		1000 · Compa...	1,801.66	1,801.66
Total Transfer Expense - KNPIP								<u>1,801.66</u>	<u>1,801.66</u>
Total Transfer Expense								1,801.66	1,801.66
<b>80000 · Ask My Accountant</b>									
Check	4/1/2016	4866	Ninos Navidenos	Wal Mart Ch...			1000 · Compa...	2,000.00	2,000.00
Total 80000 · Ask My Accountant								<u>2,000.00</u>	<u>2,000.00</u>
Total Other Expense								3,801.66	3,801.66
Net Other Income								-3,801.66	-3,801.66
Net Income								<u><u>-13,809.80</u></u>	<u><u>-13,809.80</u></u>

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On May 28, 2016 I was a victim of domestic violence, My home wasn't a place where I could go find peace and safety after my incident of being abuse from my partner, but for it was where I feared for my life. I knew I was living in a physical, emotional and verbal abusive relationship. I couldn't take it any longer of being abused by him. I felt scared and I knew I was in danger. I wanted to leave but I didn't have anywhere to go. I needed help; I called to six different shelters and I wasn't able to connect to none, until I found the number to new horizons hotline, the staff answered me the first time I called. I asked for help and I told the staff, I was in a crisis seeking for a safety plan; they were very helpful but assisted me fast in the event of my emergency. New horizons shelter staff and police department made arrangements to give me transportation to the shelter. As soon as I arrived, I felt safe from the violent situation I knew I could be in peace knowing I was at a safe place. I was supplied with food, clothes, toiletries, and other day-to-day essentials. New horizons provided support and counseling to overcome and break the patterns of abuse. With the support of the compassionate staff, I began to understand that counseling could be part of the healing process. They also brought relief and ease to my mind the staffs had a close relationship with legal and law enforcement officials to gain justice. As well, new horizons offered to assist me with transportation and knowledge me about the application of the Order of Protection and scheduled an appointment with District Attorney. The Order of Protection the criminal court issued remains in effect for two years. "Now I feel free from fear. I appreciate all the support they helped me to have a peace of mind, which I'm very thankful because without the staff I would have not had the courage to get justice for the abuse." I understand now that the violence and abuse I experienced in my relationships was not my fault. New horizons also worked on my case on one to one bases, to help me lay out the plan for how to achieve a better life. I felt relieved to have emotional support and guidance in a support system. I was living in the shelter for about three months or more to have the stability to help me recover and rebuild my life. Throughout my difficult time in my life of being in crisis and to the support of the staff, I want to pursue my career in cosmology, beauty school and continue doing better in my life. Ever since, I got the help from new horizons I see so many accomplishments and I have good achievements within my life, become to reality. I have hope and I have my freedom back and my spirit is no longer broken. I continue to receive counseling, support, and follow-up services that help me to regain my confidence and independence. Today I believe that I can live a life free of violence but I also believe it is what I deserve, I want to thank' the staff of the new horizons shelter and the cooperation of police department to make all this possible. I feel blessed every day to be able to have my life back.

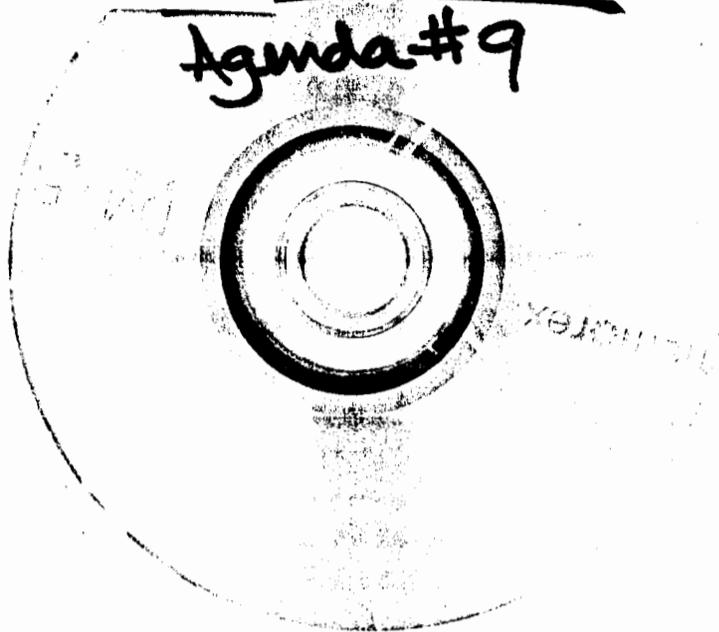
I am 25 years old, I have 6 children and what brought me here was domestic violence, the father of my children burned our home. I was staying at my mother's but I couldn't stay there because of her landlord and I didn't have anywhere else to go. It was hard because I've never been homeless since I've had my children so there was a lot of heartbreak not knowing where to go. I'm grateful my mother found help for us because it was the hardest thing me and my 6 children have been through. I just thank God for putting this Woman and Children's Shelter in our path. For the simple reason we got a roof over our heads somewhere me and my 6 children can sleep, shower and eat I'm getting help with so many things like Counseling, Protective order (in process), Child Support (in process), parenting classes, TANF (in process), and Housing (in process), right now I'm trying to get my children's Social Security cards which has been taking a few weeks already but I'm putting all this in God's hands. I'm grateful that he put Rudy Ortiz from CPS to help me with all our birth certificates. Some of my concerns are getting more transportation to get some of these important things done. Another I wish they had more things for the children to have fun. I'm grateful with all the help I'm getting and I'm grateful with the ladies that work here, because I know they are trying their best in helping us with all they can they are God's Angels and they are just the best. But there's only a certain amount of help around here. I'm already going to have my 7<sup>th</sup> child in a few weeks away and I'm trying to get all this important stuff done before I have my baby I'm not trying to waste time while I'm here. I'm fighting for all my children and because I won't be able to stay here once I have my child. So for me I feel like time is ticking and I am trying to get all these things done before I have my daughter. Once I have her, I have to go back to my mother's and I'll only be able to stay there for a while so my time is limited and it's a scary feeling but I'm putting everything in God's hands for me to have housing soon. Once I'm out of the shelter I still want to keep getting help with everything I'm doing in the shelter, I feel like all the help I'm getting is helping me mentally and I can't get enough of all this positive energy with all the workers around me they try their best and I love them for being here and helping me. This is my time to change my life for myself and grow up in a positive way and give my children a different life counseling, parenting classes is really helping me think and change certain things in my life. All of us ladies in here are blessed to have this facility. This is our time to choose what we want to do with our life and that's if we want to change or be stuck in the same cycle we've been living for years. I chose to change my life before it's too late for me. I don't want my children to lose me and I don't want to lose them. So now all I want to do is positive things like I've been doing here in the shelter. God put me here for a purpose and I'm going to do what I have to do and keep going forward and look at all the good things that are going to happen in my and my children's bright future. And not look back at the entire negative past all that is history and I'm ready for greater things in life. I'm grateful with God for putting me here at the New Horizon Woman and children shelter. Again I thank God for all the workers being here for all of us and helping us all get important things done and having a better future for ourselves and our children.

Received 7/13/2016 for Agenda

Minutes of 7/7/2016 #9

11-16  
m cert w

Agenda #9



G. Ramon

\*\*\*\*CD PROVIDED FOR AGENDA ITEM #9 FOR INCLUSION IN THE MINUTES  
IS AVAILABLE FOR INSPECTION AT THE COUNTY CLERK'S OFFICE\*\*\*\*

COPY

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**CERTIFICATE OF THE COUNTY JUDGE OF VAL VERDE COUNTY, TEXAS**

ARLINGTON HIGHER EDUCATION FINANCE CORPORATION  
EDUCATION REVENUE BONDS  
(RESPONSIVE EDUCATION SOLUTIONS)  
SERIES 2016A

The undersigned County Judge of Val Verde County, Texas, (the "County") hereby certifies with respect to the issuance by the Arlington Higher Education Finance Corporation (the "Corporation"), of its Education Revenue Bonds (Responsive Education Solutions), Series 2016A (the "Bonds").

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as Exhibit A to the attached Certificate of Public Hearing Officer and the conducting of such Public Hearing.

**THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.**

*[Execution page follows]*

HOU:3697992.1

Date: 7/25/10

*Edron Thelby*  
County Judge, Val Verde County, Texas

HOU:3697992.1

2

VOL. 46 PAGE 760

EXHIBIT A

**CERTIFICATE OF PUBLIC HEARING OFFICER  
REGARDING PUBLIC HEARING**

HOU:3697992.1

Exhibit A

**VOL. 46 PAGE 761**

**CERTIFICATE OF PUBLIC HEARING OFFICER**  
**REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))**

ARLINGTON HIGHER EDUCATION FINANCE CORPORATION  
EDUCATION REVENUE BONDS  
(RESPONSIVE EDUCATION SOLUTIONS)  
SERIES 2016A

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.
2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in the Del Rio News-Herald, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

HOU:3696999.1

WITNESS MY HAND this 20th day of July, 2016.

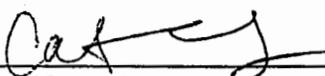
  
\_\_\_\_\_  
Cathleen Chang  
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing  
Exhibit B - Names and Comments of Persons Attending Public Hearing

HOU:3696999.1

**EXHIBIT A**

**AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING**

**ATTACHED**

HOU:3696999.1

**VOL. 46 PAGE 764**

THE STATE OF TEXAS

PO/IO #: \_\_\_\_\_

COUNTY OF VAL VERDE

Customer/Business: Andrews Kurth

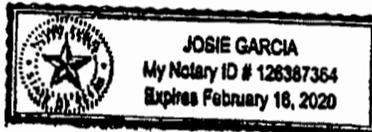
AFFIDAVIT

Before me, the undersigned authority, on this day 23rd day of June, 2016 personally appeared Claudia De Leon, known to me, who, duly sworn, on her oath, that she deposes and says that she is the Business Manager of the **Del Rio News-Herald**, a newspaper of general circulation published in said county; that the newspaper has been continuously and regularly published in said county for a period of more than one year; that a copy of the within and foregoing notice was published in said newspaper at least once a week for a period of ONE (1) time(s) before the return day names herein, such publication being on the following date(s):

06/24/16

  
\_\_\_\_\_

Del Rio News-Herald



  
Notary Public in and for Val Verde County



EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

<u>Name of Attendee</u>	<u>Comment</u>
1. _____	_____ _____ _____ _____ _____
2. _____	_____ _____ _____ _____ _____
3. _____	_____ _____ _____ _____ _____

HOU:3696999.1



VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

To: Commissioner Ramon, Pct. 1  
 Commissioner Owens, Pct. 2  
 Commissioner Nettleton, Pct. 3  
 Commissioner Flores, Pct. 4  
 Efrain Valdez, County Judge  
 All Val Verde County Employees

From: Juanita Barrera; HR Director

Date: July 12, 2016

Subject: Policy Manual Changes

As approved by Commissioners Court on July 11, 2016. Attached is the change for the Val Verde County Personnel Policy Manual. This change replaces the current section on page 29. Please keep this as part of your policy manual.

**Page 29 – Initial Accrual & Waiting Period –**

**Accrual of vacation shall begin at the time an employee begins work in a position eligible to accrue vacation, but an employee must work for a minimum of 6 months in such a position before being eligible to take any vacation.**

**Upon completion of the six months of employment, an employee will be eligible to begin using his or her earned/accrued vacation time on a monthly basis. Maximum carry over from previous year is 40 hours.**

Attached you will also find an acknowledgement sheet which needs to be signed and forwarded to the HR office. If further information is needed, please do not hesitate to call my office.



**ACKNOWLEDGEMENT**

I acknowledge having received a copy of the Val Verde County Personnel Manual changes that outline my benefits and obligations as a County Employee. I understand that I am responsible for reading and familiarizing myself with the information in these changes and understand that it contains general personnel policies of the County. If I need clarification on any of the information in this manual, I will contact my immediate supervisor.

---

*Signature of Employee*

---

*Signature of Official/Supervisor*

---

*Printed Name*

---

*Printed Name*

---

*Date Signed*

#12

**INITIAL ACCRUAL & WAITING PERIOD**

Accrual of vacation shall begin at the time an employee begins work in a position eligible to accrue vacation, but an employee must work for a minimum of 6 months in such a position before being eligible to take any vacation.

Upon completion of the six months of employment, an employee will be eligible to begin using his or her earned/accrued vacation time on a monthly basis. Maximum carry over from previous year is 40 hours.

### 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 (**Mud Racing**) ("Lessee") acting by and through its agent, **Del Rio 4x4 Mud racing and Mr. Luis Flores** 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 dates as follow: August 06, 2016, at 3:00 PM for use of the office located at the Val Verde County Fairgrounds.
- 2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning on Saturday on 8/6/2016 and ends on Sunday, 8/7/ 2016.

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

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

- 3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$ **250.00** per event day, payable when the contract is executed. In addition, a deposit in the amount of \$**500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
- 4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

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

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

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

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 8/6/2016. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

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

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

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on 8/6/ 2016 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any

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

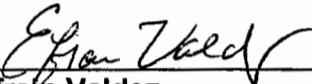
12. **INDEMNIFICATION:** LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES,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

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

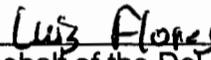
25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

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

EXECUTED in MULTIPLE ORIGINALS on this 11<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
Efram Valdez

On behalf of Val Verde County

  
\_\_\_\_\_  
On behalf of the Del Rio 4X4 Mud racing  
(Luis Flores)

Presented to Val Verde Commissioners Court on 7 / 11 / 16 and made a part of the court's minutes.

copy

### 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 National Mexican Festival & Rodeo Show** ("Lessee") acting by and through **Raul Gomez**, 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 8/7/16 and end on 8/7/16 at 1:00 A.M. for use of the office located at the Val Verde County Fairgrounds.
- 2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 8/7/16 and ending 8/8/16:

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

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

- 3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of **\$1,000** per event day, payable when the contract is executed. In addition, a deposit in the amount of **\$500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
- 4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

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

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



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

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7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 8/7/16. 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.

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10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on 8/7/2016 at 1:00 a.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.

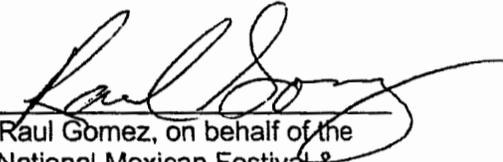
A handwritten signature in black ink, appearing to be the initials 'RS' with a long horizontal stroke extending to the right.

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

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

EXECUTED in MULTIPLE ORIGINALS on this 11 day of July, 2016.

  
Efraim Valdez, County Judge  
On behalf of Val Verde County

  
Raul Gomez, on behalf of the  
National Mexican Festival &  
Rodeo Show

Presented to Val Verde Commissioners Court on 7, 11, 16 and made a part of the court's minutes.

#19

COPY

DELIVERY RECEIPT  
Crystal Springs  
Deep Rock, Mount Olympus  
Sierra Springs  
Sparkletts, Alhambra  
800-4-Waters  
www.water.com

TICKET# 161683726008  
ACCOUNT# 5215691 LOCATION# 11730803

JUSTICE OF THE PEACE PCT. 2  
309 MILL ST  
2ND FL STE A  
DEL RIO , b.TX 78840

ROUTE# 3726 RSR BLAKE  
DATE 06/16/16 NEXT DELIVERY 07/14/16

PO# \_\_\_\_\_ OTHER \_\_\_\_\_  
KEY REC \_\_\_\_\_ RTV \_\_\_\_\_

TODAY'S DELIVERY MESSAGE  
MUST LV A RECEIPT AFT EA DEL

PRODUCT	QTY	PRICE	ACT PRICE
SK 5G CFD NS-	4	4.50	18.00
5CuPlas9zMULT		3.28	
DS Bot Rental	-4		2.50

RECEIVED  
JUN 16 2016  
COUNTY CLERK'S OFFICE  
THE CLERK'S OFFICE

RECEIVED  
JUN 16 2016  
E. Cole

PAYMENTS RECEIVED  
CC \_\_\_ CASH \_\_\_ CHECK \_\_\_ AMOUNT 20.50

COMMENTS/OTHER  
SIGNATURE [Signature]

CUSTOMER COPY

VAL VERDE COUNTY CLAIM REPORT

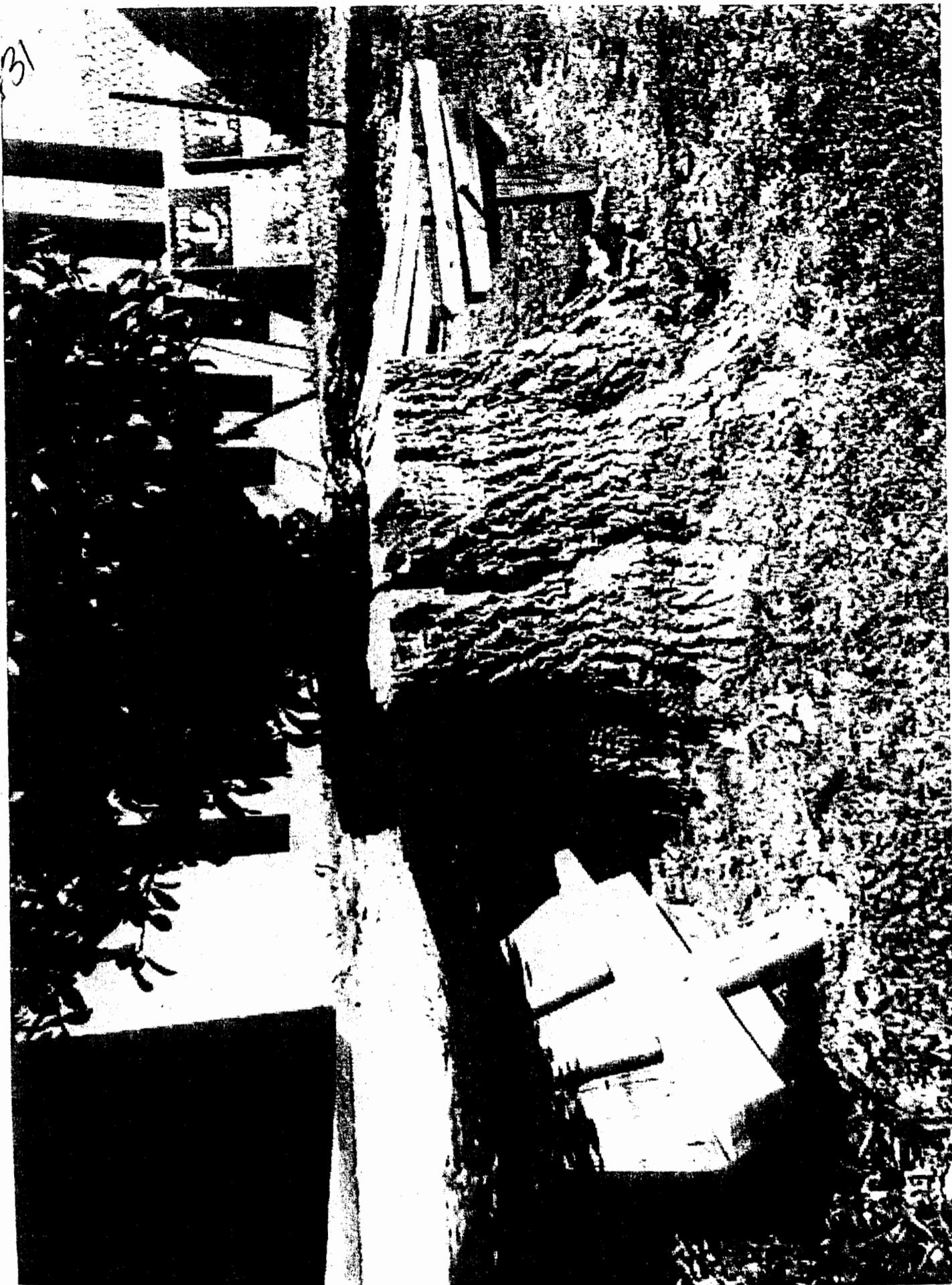
#25

FY 2015-16

MONTHLY REPORT FOR June, 2016

TYPE OF CLAIM	DEPARTMENT	Month/ Yr.	EXPLANATION OF CLAIM	Total Claims by Department To Date
Workers Compensation Claims	County Clerk	May-16	Foot Injury - table fell	1
		Apr. 16	Slip/Fall	1
	Fire	May-16	Lower Extremities - leg	1
	Bldg. Maintenance	Apr. 16	Left Hand - Thumb Smashed	
	Sheriff	Feb-16	Kick on left leg during arrest	3
		Feb-16	Neck Vertebrae - veh. Accident	
		Feb-16	Knee injury during arrest	
		Dec-15	Lower Back - Lifting	2
		Dec-15	Pain - Rt. Side of neck & lower back	
		Oct-15	Needle stick during arrest	1
Constable Pct. 2	Oct-15	Fall - left hand & Left Knee	1	
Precinct #2	May-16	Back Sprain - Lifting Barricades	1	
General Liability Claims	Precinct #1	May-16	Damaged Duct Bank	1
	Precinct #1	Jun-16	Damaged Duct Bank	2
	Precinct #1	Jun-16	Time Warner Cable Line Broke	
Law Enforcement Liability Claims	Sheriff	Jun-16	False Arrest	1
Vehicle Liability Claims	Sheriff	Jun-16	Collission w/Bicyclist	1
Building & Content Claims	-	-	-	0
Building & Content Claims	-	-	-	0
Year To Date Claims	-	-	-	16

#31



#33

**BUDGET REQUEST FORM FY 2016/2017**  
**NEW EMPLOYEE POSITION WORKSHEET**  
 Department Head: George R. Sosa Veterans Service County Officer  
**NEW STAFF JUSTIFICATION**  
 There is need to increase my department's staff under current volume and conditions.

Name or Type of New Position: Veterans Office Administrative Assistant/secretary  
 Under Veterans Service Officer supervision

**Full Time: 37.5 hrs Proposed Hourly Rate: At the Discretion of Commissioners Court**

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

Since 2011 total counts 2,500, the veteran's office visits, inquiries, duties, and workload has more than tripled Increased to 8,500 total counts 2015

Service over 4,000 Veterans and their 10,000 dependents, Laughlin Air Force Base populace, Any Veteran that visits from surrounding counties, statewide or nationwide Veterans that visits during winter or summer months; Additionally, we answer veteran's Nation Wide telephone inquiries. Fourth telephone line added due to increase of phone calls incoming and outgoing. Second Fax/multifunction copier is being added to process claims simultaneously due to increase of VA claims and paperwork processing

Increase of workload of new Veterans and their dependents applying for VA Claims, Enrolling in VA Healthcare; Increase of scheduling office appointments, VA Run Appointments for transportation, VA doctor's Appointment, increase of participation and organizing Veterans outreach and benefits events.

Daily Increase of assisting 3-6 veterans simultaneously or their family members with VA paperwork application, making phone calls for them, answering the other phones, making copies, faxing, and talking to VA while processing a Claim, scheduling many different types of appointments Van Run, office, Compensation, Health Care, Driver program, transportation, Choice card program, and accepting referrals at the same time.

Due to the increase of customers, duties, and workload , we need additional office space to better assist veterans and their family members , consideration rent money increase for additional space to rent a disability enabled building office space with a reception room, waiting room, 3-4 screening rooms, and 2 disability enable restrooms. We need this additional space to better service 3-6 veterans simultaneously without delay

Continuation New employee/position need next page:

George R. Sosa Veterans Service County Office

**Continuation; in the space provided below please give a detailed explanation of the need for this new employee/position: additional workload increase and increase of customers.**

	Duration per task
Increase of VA Health Care Enrollment	2hrs
100% VA Health Care Enrollment 10-10EZ	1hr
Telecare VA Enrollment assign doctor/transfer	1 hr.
Travel Vouchers/Pay	30min to 1hr
Call Increase re-issuing choice card Vet to see Doctor in Del Rio	6hrs to 10hrs
Increase Waiver claims Vets who were overpaid or seen by local Emergency Room	2hrs
VA Overpayment claims/waiver	30min to 1hr
Emergency hospital Treatment Debt Waiver	30 min to 1hr
Prescription refills Via Phone /Increase	20min to 2 hrs.
Increase Schedule/Reschedule VA Doctors Appointment	5min to 15min
Increased Faxes	1 hr.
Increase Van Run appointment/cancelling/rescheduling	3min to 15min
End of Month Reports of Van Run/Drivers/Motor Pool	3min to 15min
Increase Customer Inquiry phone calls In/Out	1hr
Pulling Charts/Filing charts/Audits	2hrs
Increase percentage VA claims	1hr
VA Compensation Claims VA Form 21-526EZ	15min
VA Dependency Claims 21-686C	2hrs-5hrs
Housebound or Need for Aid and Attendance VA Form 21-2680	2hrs-3 hrs.
VA Pension Claims VA Form 21-527	3hrs to 6 hrs.
VA 21P-8416 Medical Expense Report	1 hr. to 2 hrs.
VA Dependency Indemnity and Compensation Claims death pension and accrued benefits	15 minutes
VA Form 21-534	30min to 2hr
Champ VA 10-10d and 10-7956a/ Med Forms	10 to 15 min
Scheduling of veterans for appointment's	10 to 20 min
Walk in customers	3min to 10min
Increased Telephone Inquiries consultations	1hr to 2hrs.
Veterans Office, Van Run log, VA Clinic appointments	10 to 15 min
VA Hospital, Compensation/Pension Exams.	10 to 20 min
VA Education Claims/State Education Claims	3min to 10min
Increase Support Laughlin Air Force Base Pre-Separation and transition assistance program: added work that was not being done in the past, increased office visits, claims workload and travel/Fuel.	1hr to 2hrs.
Brief at Pre separation class	1-2 hrs. 10-20 attendees
Brief at Transition Assistance Class	1-2 hrs. 10-20 attendees
Medical Records Screening 1 to 5 volumes	2hrs-6 hrs.
Order Supplies and brochures	1hr. to 4hrs.
Make Claims and informational packages	1-2 hrs.
Print out all required forms	1 hr.
Schedule active duty member for appointment	5-15min
Brief at Veterans Organizations 3 times a Month	1-3 hrs.

**George R. Sosa Veterans Service County Office**

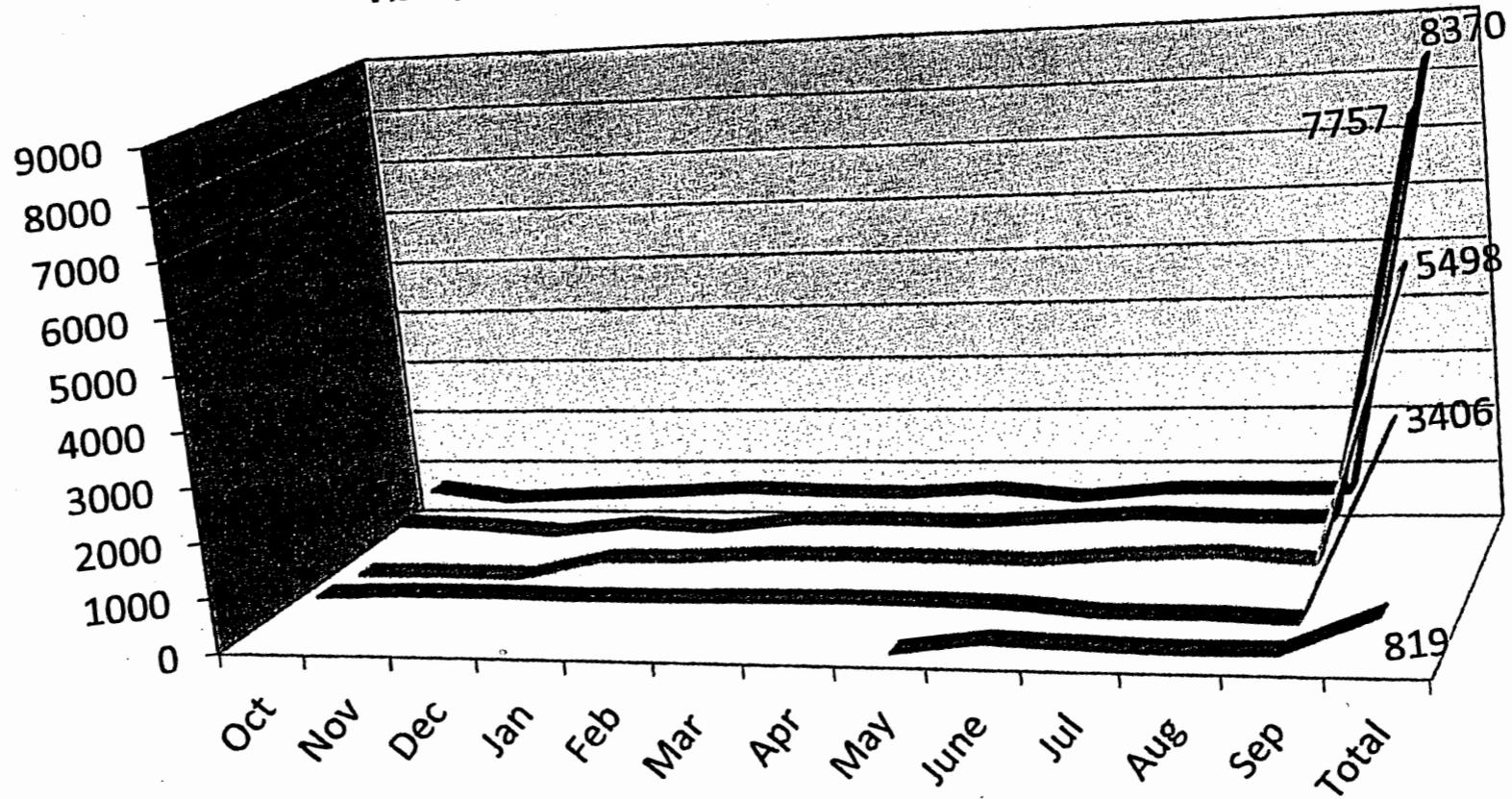
**Continuation; in the space provided below please give a detailed explanation of the need for this new employee/position: additional workload increase and increase of customers.**

- a. Customers, Referrals, inquiries, telephone calls, scheduled visits, and walk-in, count increased to 8,500 total in 2015 count from previous 2,500 total 2011 count
- b. Briefing presentations increased, attracted more customers, increased travel Fuel cost
  1. Pre-Separation claim briefings Laughlin Air Force Base 2 times a month and Transition assistance training claim briefings Laughlin Air Force Base 1 time a month (Total 3 times a month/ 33 times a year accept in December
  2. Brief Veterans organizations monthly (Veterans of Foreign Wars (VFW), American Legion, GI Forum, Woman Axillaries) 3 time a month/ 33 times a year
  3. Present briefings at Lions club, interagency monthly meeting, and other agencies as needed 1 time a month/12 times yearly
  4. Brief/attend Middle Rio Grande Development Council 4 times a year meeting alternates to Uvalde, Eagle Pass, Carrizo Springs, and meet with other County Veterans Officers
- c. Gained more customers during briefings: Claims and submissions of claims increased
- d. VA Claims and Health care Enrollments increased due to increase of customers
- e. More customers needed assistance with prescription refill via phone or application form
- f. Veteran's benefits events increased from 0 to 6 times a year Mobil Vet center van outreach support. During and after each event more veterans filed more claims
- g. VA, County, City , State agencies and veterans refer more veterans for VA claims
- h. Each veterans visit requires extensive administrative paperwork requiring 1-6 hrs.' time, 3-4 application forms, telephone calls, computer use, copies, faxing, filling, and active listening.
- i. Scheduling appointments increased (Van Run, office, doctors, Health Care, Compensation)
- j. Phone calls increased contacting more VA agencies hospitals, organizations
- k. Claims take more time to process assisting veterans who are hearing impaired, mentally challenged, vision impaired, have instability/mobility disabilities walker/wheel chair and require walking assistance.
- l. Copies increased and faxes increased due to customer count and work load tripling
- m. New Copier/Fax/scan contract with Xerox to keep up with increase workloads and faxes
- n. Veterans Office administrative assistant/Secretary is overwhelmed with increase of work. Needs help with completing the additional work of two secretaries and needs help to assist veterans when she is out or when the veteran officer is out on leave, sick, in training, at meetings, giving briefings, office errands to county offices, etc. Need 2<sup>nd</sup> administrative assistant/Secretary to assist in completing the additional work
- o. Veterans Officer working 45 to 55 hour weekly during and after office hours or on weekends need new hire to supplement and help with additional work.

**Continuation New employee/position next page:**

**George R. Sosa Veterans Service County Office**

Val Verde County Veterans Service Statistics  
 Visits/Inquiries Tripled from 2011-2015



VOL. 46 PAGE 787

■ 2011 ■ 2011-12 ■ 2012-13 ■ 2013-14 ■ 2014-15

# 34

Val Verde County

Meal Travel Per Diem

up to \$45.00 Per day for meals

PLEASE HAVE THE DEPARTMENT HEAD  
PRESENT THIS BILL TO COMMISSIONERS  
COURT DUE TO PO DATE.  
THANKS  
COUNTY AUDITOR'S OFFICE

Charles D. Mee  
Department of Travel

Houston, TX  
Destination

06/05/2016

Depart

06/09/2016

Return

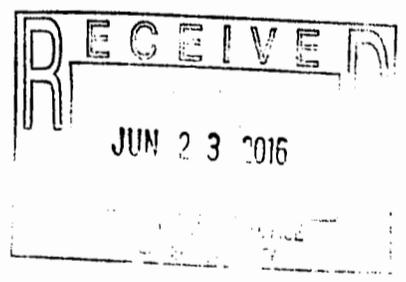
6/5	6/6	6/7	6/8	6/9			
Mon	Tues	Wed	Thur				
46.00	46.00	46.00	46.00	46.00			230.00

Total Amount Claimed

\$230.00

[Signature]

[Signature]  
Total



\*\*Registration or Agenda must be attached\*\*

**BPU June 2016 Meeting Draft Agenda**

	<b>Monday, June 6<sup>th</sup></b>	<b>Tuesday, June 7<sup>th</sup></b>	<b>Wednesday, June 8<sup>th</sup></b>	<b>Thursday, June 9<sup>th</sup></b>
9:00		<b>Preparation, Management &amp; Organization of a Complex Criminal Investigation</b> Jack Frels, Regional Counsel, Region 2, Texas Border Prosecution Unit, Laredo, Texas	<b>Transnational Gangs &amp; their Effect on the Texas Border</b> Andres Sanchez, El Paso Police Department Gang Unit	<b>7:30 am DPS, Tactical Training Center, Florence, Texas (Firing Range)</b>
10:15		<b>Break</b>	<b>Break</b>	
10:30		<b>State &amp; Federal Investigation &amp; Prosecution of the Latin Kings</b> Christina Busbee, Border Prosecutor, 38 <sup>th</sup> District Attorney's Office, Uvalde, Texas Ralph Paradiso, Assistant United States Attorney, Western District of Texas San Antonio, Texas	<b>Transnational Gangs &amp; their Effect on the Texas Border</b> Andres Sanchez, El Paso Police Department Gang Unit	
Noon		<b>Lunch</b>	<b>Lunch</b>	
1:30	<b>BPU Business Meeting</b> Tom K.	<b>4<sup>th</sup> Amendment Update – Vehicle Searches</b> Ted Wilson, Retired Prosecutor, Harris County Lindsey Roberts, BPU Training Coordinator	<b>Investigating Money Laundering &amp; Funneling” Operations</b> William Mitchell, Commander, FAST Task Force, Harlingen	
2:00				
2:30	<b>Break</b>	<b>Break</b>		
2:45	<b>BPU Business Meeting</b> Tom K.	<b>4<sup>th</sup> Amendment Update – Search Warrants</b> Ted Wilson, Retired Prosecutor, Harris County Lindsey Roberts, BPU Training Coordinator	<b>Break</b>	
3:45	<b>Break</b>	<b>Break</b>	<b>Update on Human Trafficking Investigations &amp; Prosecutions</b> 81 <sup>st</sup> District Attorney's Office, Atascosa County	
4:00	<b>Ethics Roundtable</b>	<b>4<sup>th</sup> Amendment Update – Search Warrants</b> Ted Wilson, Retired Prosecutor, Harris County Lindsey Roberts, BPU Training Coordinator	<b>At some point on Thursday – Awards Presentation to Drew Darby, Texas House Member, District 72, San Angelo, Texas (15 to 20 minutes)</b>	
5:00	<b>Adjourn</b> Dart Bowl	<b>Adjourn</b>	<b>Adjourn</b>	
	<b>“Border Security Update: Legislative Outlook”</b> Tom K			

VAL VERDE COUNTY

COMPLETION OF TRAVEL STATEMENT

PLEASE HAVE THE DEPARTMENT HEAD  
PRESENT THIS BILL TO COMMISSIONERS  
COURT DUE TO PO DATE.  
THANKS  
COUNTY AUDITOR'S OFFICE

Charles D. Mee  
NAME OF TRAVELER

Personal Vehicle  
MODE OF TRANSPORTATION

Austin TX  
DESTINATION

DEPARTED 06/05 | 2016  
DATE

RETURNED 06/09 | 2016  
DATE

4104 \$ -

DATE 10/5 | 10/6 | 10/7 | 10/8 | 10/9 | |

LODGING	<u>132.50</u>	<u>132.50</u>	<u>132.50</u>	<u>132.50</u>					\$
FARES									\$
	<u>125.75</u>					<u>125.75</u>			\$
	<u>251.75</u>	<u>262.50</u>	<u>395.00</u>	<u>527.50</u>	<u>653.25</u>				\$ <u>781.00</u>

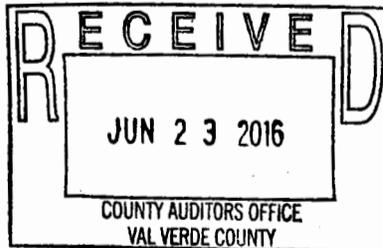
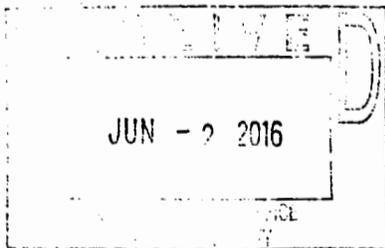
YES  NO

TOTAL AMOUNT CLAIMED FOR REIMBURSEMENT \$781.00

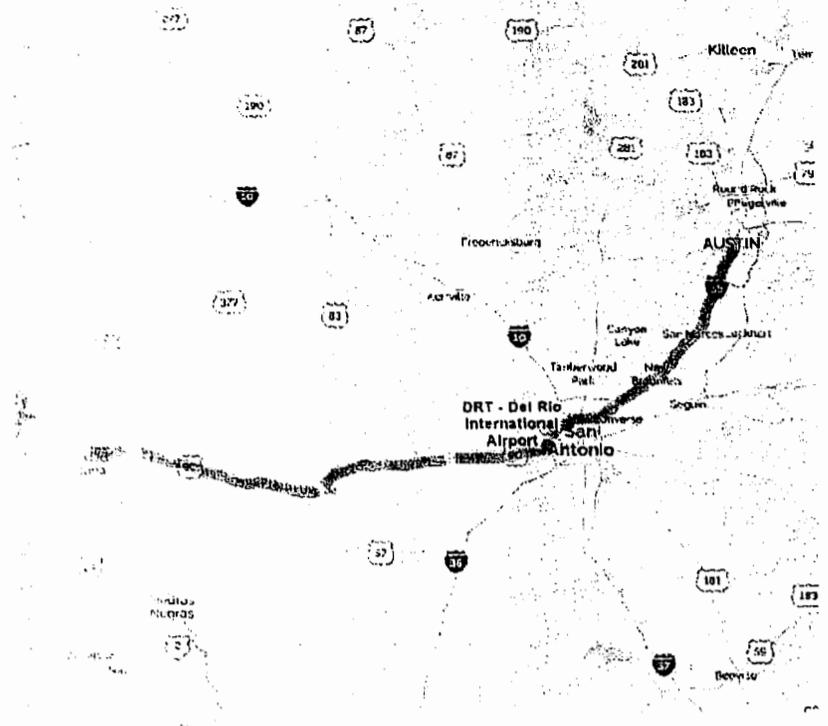
SUBMITTED

[Signature]  
SIGNATURE OF TRAVELER

[Signature]  
SIGNATURE OF ELECTED OFFICER  
OR DEPARTMENT HEAD







**BPU June 2016 Meeting Draft Agenda**

	<b>Monday, June 6<sup>th</sup></b>	<b>Tuesday, June 7<sup>th</sup></b>	<b>Wednesday, June 8<sup>th</sup></b>	<b>Thursday, June 9<sup>th</sup></b>
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2:00		<b>Break</b>	<b>Break</b>	
2:30	<b>Break</b>	<b>Break</b>	<b>Break</b>	
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5:00	<b>Adjourn</b> <b>Dart Bowl</b> <b>“Border Security Update: Legislative Outlook”</b> Tom K	<b>Adjourn</b>	<b>Adjourn</b>	



# Holiday Inn

06-10-16

David Mee	Folio No. :	Room No. :	713
5933 Sanford Rd	A/R Number :	Arrival :	06-06-16
Houston TX 77096-5836	Group Code :	Departure :	06-10-16
United States	Company :	Conf. No. :	67892952
	Membership No. :	Rate Code	
	Invoice No. :	Page No.	1 of 2

Date	Description	Charges	Credits
06-06-16	[REDACTED]		
06-06-16	*Accommodation	135.00	
06-06-16	State Occupancy Tax	8.10	
06-06-16	City Occupancy Tax	12.15	
[REDACTED]	[REDACTED]		
06-07-16	*Accommodation	135.00	
06-07-16	State Occupancy Tax	8.10	
06-07-16	City Occupancy Tax	12.15	
[REDACTED]	[REDACTED]		
06-08-16	*Accommodation	135.00	
06-08-16	State Occupancy Tax	8.10	
06-08-16	City Occupancy Tax	12.15	
[REDACTED]	[REDACTED]		
06-09-16	*Accommodation	135.00	
06-09-16	State Occupancy Tax	8.10	
06-09-16	City Occupancy Tax	12.15	
06-09-16	MasterCard		

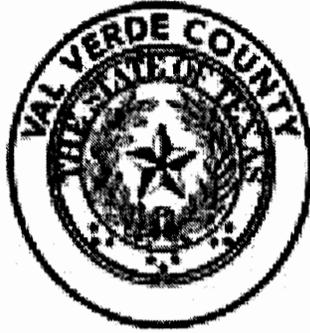
Holiday Inn Midtown  
6000 Middle Fiskville Road  
Austin, TX 78752  
Telephone: (512) 451-5757 Fax: (512) 206-3017

VAL VERDE COUNTY

06/01/2016-06/30/2016

FUNDS FOR THE MONTH OF JUNE 2016	Account #	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	6010007039	167,258.75	3,602.53	5.67	30,432.90	\$140,434.05
TAX COLLECTORS / VIT ESCROW ACCOUNT	3954668	137,236.54	23,718.46	23.06	97.49	\$160,880.57
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	1090232	638,804.77	727,394.35	204.33	642,460.72	\$723,942.73
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	6010007047	352,993.15	957,897.80	14.32	897,057.97	\$413,847.30
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	6010007088	24,530.82	0.00	1.00	0.00	\$24,531.82
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	6010007096	17,665.57	0.00	0.71	505.94	\$17,160.34
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	6010008821	21,621.01	0.00	0.92	0.00	\$21,621.93
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	3548643	341,138.29	6,654.10	14.03	0.00	\$347,806.42
COUNTY CLERK RECORD ARCHIVE FUND	3549011	299,976.20	6,395.00	12.34	0.00	\$306,383.54
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	3558223	25,389.39	20,705.59	0.00	7,635.27	\$38,459.71
JUSTICE OF THE PEACE PRECINCT #1	6010002253	7,833.51	7,796.46	0.00	7,401.36	\$8,228.61
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	6010002246	6,522.69	135.83	0.00	0.00	\$6,658.52
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	6010004135	8,467.04	0.00	0.00	111.78	\$8,355.26
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	6010004127	11,825.67	13,663.06	0.00	12,168.02	\$13,320.71
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	3492311	11,153.78	269.58	0.00	0.00	\$11,423.36
JUSTICE OF THE PEACE PRECINCT #3	3492303	31,794.11	15,651.02	0.00	18,155.40	\$29,289.73
CONSTABLE PRECINCT #3 TLEOS	6010009373	1,974.10	0.00	0.00	0.00	\$1,974.10
JUSTICE OF THE PEACE PRECINCT #4	6010005470	4,817.09	115.34	0.20	0.00	\$4,932.63
JUSTICE OF THE PEACE PRECINCT #4	6010005488	6,816.99	5,746.70	0.24	6,215.83	\$6,348.10
DISTRICT CLERK- COURT COST ACCOUNT	1091514	227,233.31	45,074.39	0.00	26,988.27	\$245,319.43
DISTRICT CLERK- REGISTRY FUND	1091832	562,334.90	0.00	0.00	18,667.55	\$543,667.35
DISTRICT CLERK-RECORD ARCHIVE FUND	3469484	17,563.58	111.04	0.00	0.00	\$17,674.62
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	3493024	65,027.55	0.00			\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	3548694	22,507.18	32.27	0.93	0.00	\$22,540.38
DISTRICT CLERK-MOP 2006 COURT COSTS	3545644	71,586.56	0.00	0.00		\$71,586.56
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	6010009969	100.00	0.00	0.00		\$100.00
<b>TOTAL</b>						<b>\$3,251,515.32</b>

\*\*\*\*\*HIGHLIGHTED ACCOUNTS HAVE NOT BEEN TURNED IN\*\*\*\*\*  
 SHOWING BALANCE FROM PREVIOUS MONTH



# TREASURER'S REPORT

JUNE 2016

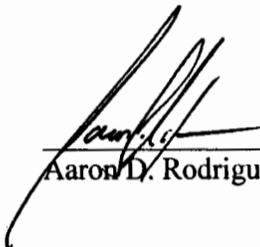
VOL. 46 PAGE 796

**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 JUNE 2016.

  
\_\_\_\_\_  
Aaron D. Rodriguez

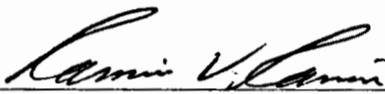
Approved: Examined and approved in open Commissioners Court, this 11<sup>th</sup> day of  
July, 2016

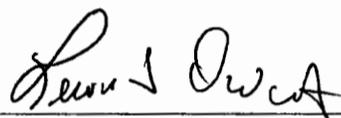
  
Efrain Valdez, County Judge

**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 July 11<sup>th</sup>, 2016 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for JUNE 2016, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 11<sup>th</sup> day of July, 2016.

  
HONORABLE EFRAIN VALDEZ  
COUNTY JUDGE

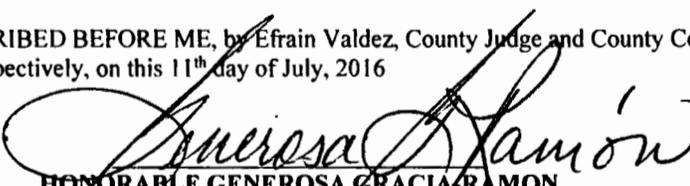
  
HONORABLE RAMIRO V. RAMON  
COUNTY COMMISSIONER, PCT. 1

  
HONORABLE LEWIS OWENS  
COUNTY COMMISSIONER, PCT. 2

  
HONORABLE ROBERT NETTLETON  
COUNTY COMMISSIONER, PCT. 3

  
HONORABLE GUSTAVO FLORES  
COUNTY COMMISSIONER, PCT. 4

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

  
HONORABLE GENEROSA GRACIA RAMON  
COUNTY CLERK





Val Verde County, TX

# Detail Report Account Summary

Date Range: 06/01/2016 - 06/30/2016

VOL. 46 PAGE 799

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<b>Fund: 1111 - General Fund</b>						
<u>1111-1111-00-11020</u>	Cash - Del Rio Bank & Trust Westexan	3,562,628.87	-870,531.90	4,647,712.08	5,518,243.98	2,692,096.97
<u>1111-1111-00-11030</u>	Cash - Texpool	1,114.57	0.30	0.30	0.00	1,114.87
<u>1111-1111-00-11040</u>	Cash - General Fund Texpool 2	1,248.50	0.30	0.30	0.00	1,248.80
<u>1111-1111-00-11050</u>	Cash - Hot Tax	15,073.53	3,538.43	3,538.43	0.00	18,611.96
	<b>Total Fund: 1111 - General Fund:</b>	<b>3,580,065.47</b>	<b>-866,992.87</b>	<b>4,651,251.11</b>	<b>5,518,243.98</b>	<b>2,713,072.60</b>
<b>Fund: 1134 - Library Construction</b>						
<u>1134-1111-00-21115</u>	Cash - Library Construction	3,797,918.07	-7,044.58	0.00	7,044.58	3,790,873.49
	<b>Total Fund: 1134 - Library Construction:</b>	<b>3,797,918.07</b>	<b>-7,044.58</b>	<b>0.00</b>	<b>7,044.58</b>	<b>3,790,873.49</b>
<b>Fund: 1166 - SF Pastures</b>						
<u>1166-1111-00-11150</u>	Cash - San Felipe Pastures	39,033.32	0.00	0.00	0.00	39,033.32
	<b>Total Fund: 1166 - SF Pastures:</b>	<b>39,033.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>39,033.32</b>
<b>Fund: 1177 - Tax Note 2013</b>						
<u>1177-1111-00-11000</u>	Cash - 2013 Tax Note	174,254.30	7.14	7.14	0.00	174,261.44
	<b>Total Fund: 1177 - Tax Note 2013:</b>	<b>174,254.30</b>	<b>7.14</b>	<b>7.14</b>	<b>0.00</b>	<b>174,261.44</b>
<b>Fund: 1222 - Balance Road &amp; Bridge</b>						
<u>1222-2222-00-11130</u>	Cash - Road & Bridge Fund - Texas Community Bank	666,280.90	-149,491.04	37,052.53	186,543.57	516,789.86
<u>1222-2222-00-11145</u>	Cash - Road & Bridge Texpool	803.60	0.30	0.30	0.00	803.90
	<b>Total Fund: 1222 - Balance Road &amp; Bridge:</b>	<b>667,084.50</b>	<b>-149,490.74</b>	<b>37,052.83</b>	<b>186,543.57</b>	<b>517,593.76</b>
<b>Fund: 1333 - Interest &amp; Sinking</b>						
<u>1333-3333-00-11070</u>	Cash - Interest & Sinking Fund Bank & Trust	15,630.80	2.06	2.06	0.00	15,632.86
<u>1333-3333-00-11071</u>	Cash- Interest and Sinking Bank Trust Money M	0.00	0.00	0.00	0.00	0.00
<u>1333-3333-00-11080</u>	Cash - Interest & Sinking Fund Texas Community	3,162,052.11	3,779,349.50	3,779,349.50	0.00	6,941,401.61
<u>1333-3333-00-11090</u>	Cash - Interest & Sinking Fund Texpool	4,141.63	1.20	1.20	0.00	4,142.83
<u>1333-3333-00-11200</u>	Cash - Interest & Sinking Fund CD	825,209.62	0.00	0.00	0.00	825,209.62
<u>1333-3333-00-11230</u>	Cash - Interest & Sinking T-Bills	0.00	0.00	0.00	0.00	0.00
	<b>Total Fund: 1333 - Interest &amp; Sinking:</b>	<b>4,007,034.16</b>	<b>3,779,352.76</b>	<b>3,779,352.76</b>	<b>0.00</b>	<b>7,786,386.92</b>
<b>Fund: 1444 - Payroll Clearing County</b>						
<u>1444-4444-00-11110</u>	Cash - Payroll Clearing Bank & Trust	438,165.98	331,517.46	1,177,167.22	845,649.76	769,683.44
	<b>Total Fund: 1444 - Payroll Clearing County:</b>	<b>438,165.98</b>	<b>331,517.46</b>	<b>1,177,167.22</b>	<b>845,649.76</b>	<b>769,683.44</b>
<b>Fund: 1555 - Law Library</b>						
<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	33,231.13	-938.66	1,320.25	2,258.91	32,292.47
	<b>Total Fund: 1555 - Law Library:</b>	<b>33,231.13</b>	<b>-938.66</b>	<b>1,320.25</b>	<b>2,258.91</b>	<b>32,292.47</b>
<b>Fund: 2666 - Grants</b>						

Detail Report

Date Range: 06/01/2016 - 06/30/2016

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537704	0.00	0.00	0.00	0.00	0.00
<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	12,416.97	12,416.97	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	9,234.99	9,234.99	0.00
<u>2666-6666-00-21135</u>	Cash - HIDTA Amistad Intell 2015	0.00	0.00	16,039.90	16,039.90	0.00
<u>2666-6666-00-21140</u>	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	42,538.29	0.00	0.00	0.00	42,538.29
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	20,483.35	0.00	20,892.18	20,892.18	20,483.35
<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	0.00	0.00	220,687.00	220,687.00	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	-77,000.00	0.00	77,000.00	-77,000.00
<u>2666-6666-00-21280</u>	Cash - Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21300</u>	Cash - Non Reportable Grants	68,916.24	-26,773.95	171,114.55	197,888.50	42,142.29
<u>2666-6666-00-21310</u>	Cash - Texas A & M Forest Service	-44,244.57	44,244.57	44,244.57	0.00	0.00
<b>Total Fund: 2666 - Grants:</b>		<b>87,693.31</b>	<b>-59,529.38</b>	<b>494,630.16</b>	<b>554,159.54</b>	<b>28,163.93</b>
<b>Fund: 4121 - Val Verde County Auditors Special Account</b>						
<u>4121-1400-00-41000</u>	Cash - County Auditor Special Account	3,759,085.20	-3,749,953.21	114,047.29	3,864,000.50	9,131.99
<b>Total Fund: 4121 - Val Verde County Auditors Special Account:</b>		<b>3,759,085.20</b>	<b>-3,749,953.21</b>	<b>114,047.29</b>	<b>3,864,000.50</b>	<b>9,131.99</b>
<b>Fund: 4145 - Security Fees</b>						
<u>4145-1111-00-41080</u>	Cash - Security Fee	67,620.55	1,323.56	1,383.56	60.00	68,944.11
<b>Total Fund: 4145 - Security Fees:</b>		<b>67,620.55</b>	<b>1,323.56</b>	<b>1,383.56</b>	<b>60.00</b>	<b>68,944.11</b>
<b>Grand Totals:</b>		<b>16,651,185.99</b>	<b>-721,748.52</b>	<b>10,256,212.32</b>	<b>10,977,960.84</b>	<b>15,929,437.47</b>

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**Fund Summary**

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	3,580,065.47	-866,992.87	4,651,251.11	5,518,243.98	2,713,072.60
1134 - Library Construction	3,797,918.07	-7,044.58	0.00	7,044.58	3,790,873.49
1166 - SF Pastures	39,033.32	0.00	0.00	0.00	39,033.32
1177 - Tax Note 2013	174,254.30	7.14	7.14	0.00	174,261.44
1222 - Balance Road & Bridge	667,084.50	-149,490.74	37,052.83	186,543.57	517,593.76
1333 - Interest & Sinking	4,007,034.16	3,779,352.76	3,779,352.76	0.00	7,786,386.92
1444 - Payroll Clearing County	438,165.98	331,517.46	1,177,167.22	845,649.76	769,683.44
1555 - Law Library	33,231.13	-938.66	1,320.25	2,258.91	32,292.47
2666 - Grants	87,693.31	-59,529.38	494,630.16	554,159.54	28,163.93
4121 - Val Verde County Auditors Special	3,759,085.20	-3,749,953.21	114,047.29	3,864,000.50	9,131.99
4145 - Security Fees	67,620.55	1,323.56	1,383.56	60.00	68,944.11
<b>Grand Total:</b>	<b>16,651,185.99</b>	<b>-721,748.52</b>	<b>10,256,212.32</b>	<b>10,977,960.84</b>	<b>15,929,437.47</b>

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VAL VERDE COUNTY

06/01/2016-06/30/2016

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FUNDS FOR THE MONTH OF JUNE 2016	Account #	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	6010007039	167,258.75	3,602.53	5.67	30,432.90	\$140,434.05
TAX COLLECTORS / VIT ESCROW ACCOUNT	3954668	137,236.54	23,718.46	23.06	97.49	\$160,880.57
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	1090232	638,804.77	727,394.35	204.33	642,460.72	\$723,942.73
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	6010007047	352,993.15	957,897.80	14.32	897,057.97	\$413,847.30
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	6010007088	24,530.82	0.00	1.00	0.00	\$24,531.82
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	6010007096	17,665.57	0.00	0.71	505.94	\$17,160.34
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	6010008821	21,621.01	0.00	0.92	0.00	\$21,621.93
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	3548643	341,138.29	6,654.10	14.03	0.00	\$347,806.42
COUNTY CLERK RECORD ARCHIVE FUND	3549011	299,976.20	6,395.00	12.34	0.00	\$306,383.54
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	3558223	25,389.39	20,705.59	0.00	7,635.27	\$38,459.71
JUSTICE OF THE PEACE PRECINCT #1	6010002253	7,833.51	7,796.46	0.00	7,401.36	\$8,228.61
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	6010002246	6,522.69	135.83	0.00	0.00	\$6,658.52
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	6010004135	8,467.04	0.00	0.00	111.78	\$8,355.26
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	6010004127	11,825.67	13,663.06	0.00	12,168.02	\$13,320.71
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	3492311	11,153.78	269.58	0.00	0.00	\$11,423.36
JUSTICE OF THE PEACE PRECINCT #3	3492303	31,794.11	15,651.02	0.00	18,155.40	\$29,289.73
CONSTABLE PRECINCT #3 TLEOS	6010009373	1,974.10	0.00	0.00	0.00	\$1,974.10
JUSTICE OF THE PEACE PRECINCT #4	6010005470	4,817.09	115.34	0.20	0.00	\$4,932.63
JUSTICE OF THE PEACE PRECINCT #4	6010005488	6,816.99	5,746.70	0.24	6,215.83	\$6,348.10
DISTRICT CLERK- COURT COST ACCOUNT	1091514	227,233.31	45,074.39	0.00	26,988.27	\$245,319.43
DISTRICT CLERK- REGISTRY FUND	1091832	562,334.90	0.00	0.00	18,667.55	\$543,667.35
DISTRICT CLERK-RECORD ARCHIVE FUND	3469484	17,563.58	111.04	0.00	0.00	\$17,674.62
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	3493024	65,027.55	0.00			\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	3548694	22,507.18	32.27	0.93	0.00	\$22,540.38
DISTRICT CLERK-MOP 2006 COURT COSTS	3545644	71,586.56	0.00	0.00		\$71,586.56
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	6010009969	100.00	0.00	0.00		\$100.00
<b>TOTAL</b>						<b>\$3,251,515.32</b>

\*\*\*\*\*HIGHLIGHTED ACCOUNTS HAVE NOT BEEN TURNED IN\*\*\*\*\*  
 SHOWING BALANCE FROM PREVIOUS MONTH



### Pool Information

Location: 78328  
Val Verde County

#### TexPool

Average Monthly rate for June	0.3633%
Average Monthly Dividend Factor for June	0.000009952
<b>Information as of</b>	July 5, 2016
Daily Net Yield	0.3580%
Dividend Factor	0.000009808
7 Day Net Yield	0.36%
Daily Assets	\$14,770,316,924.74
Weighted Average Maturity	45 days
Weighted Average Life	76 days
NAV	1.00014

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

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

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

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

**ACCOUNT HISTORY REPORT**

**Location:** 78328  
**Acct Nbr:** 2331000001  
**Acct Name:** GENERAL FUND #1  
**Name:** VAL VERDE COUNTY  
**Pool Name:** TEXPOOL  
**Pool Nbr:** 449

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$1,112.86
MONTHLY INTEREST	10/30/15	10/30/15	\$1.00	\$0.00		\$1,112.86
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$1,112.86
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.18		\$1,113.04
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$1,113.35
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$1,113.64
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$1,113.95
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$1,114.25
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$1,114.56
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$1,114.86
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

**ACCOUNT HISTORY REPORT**

**Location:** 78328  
**Acct Nbr:** 2331000002  
**Acct Name:** GENERAL FUND #2  
**Name:** VAL VERDE COUNTY  
**Pool Name:** TEXPOOL  
**Pool Nbr:** 449

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$1,246.76
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.00		\$1,246.76
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$1,246.76
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.23		\$1,246.99
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$1,247.30
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$1,247.59
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$1,247.90
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$1,248.20
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$1,248.51
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$1,248.81
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
<b>Location:</b> 78328 <b>Acct Nbr:</b> 2331000003 <b>Acct Name:</b> ROAD & BRIDGE FUND <b>Name:</b> VAL VERDE COUNTY <b>Pool Name:</b> TEXPOOL <b>Pool Nbr:</b> 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$801.97
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.00		\$801.97
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$801.97
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.11		\$802.08
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$802.39
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$802.68
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$802.99
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$803.29
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$803.60
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$803.90
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
<b>Location:</b> 78328 <b>Acct Nbr:</b> 2331000004 <b>Acct Name:</b> VAL VERDE COUNTY INTEREST & SINKING FUND <b>Name:</b> VAL VERDE COUNTY <b>Pool Name:</b> TEXPOOL <b>Pool Nbr:</b> 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$4,136.30
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.31		\$4,136.61
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.30		\$4,136.91
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.72		\$4,137.63
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.93		\$4,138.56
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.93		\$4,139.49
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$1.23		\$4,140.72
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$1.20		\$4,141.92
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$1.24		\$4,143.16
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$1.20		\$4,144.36
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

**VAL VERDE COUNTY**  
**INTEREST INCOME**  
**FISCAL YEAR ENDING SEPTEMBER 30, 2016**

ACCOUNT INFORMATION			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD	
<b>GENERAL FUND</b>	TEXAS COMMUNITY	CHECKING 111-1111-1000													-	
		MONEY MARKET 111-1111-1010														-
		H.O.T. FND 111-1111-1120	0.95	0.92	1.02	0.83	0.78	0.84	0.70	0.62	0.73					7.39
	THE BANK & TRUST	WESTEXAN 111-1111-1030	498.54	1,675.09	2,564.01	2,168.99	2,334.61	1,991.16	1,668.69	1,913.16	1,898.58					16,712.83
		CD'S 111-1111-1060														-
	TEXPOOL	2331000001 1111-1111-00-11030			0.18	0.31	0.29	0.31	0.30	0.31	0.30					2.00
2331000002 1111-1111-00-11040				0.23	0.31	0.29	0.31	0.30	0.31	0.30					2.05	
<b>ROAD &amp; BRIDGE FUND</b>	COMPASS BANK	CHECKING 222-2222-1100													-	
	TEXPOOL	2331000004 1222-2222-00-11140			0.11	0.31	0.29	0.31	0.30	0.31	0.30				1.93	
	TEXAS COMMUNITY	CHECKING 222-2222-1200	29.53	26.88	28.46	26.50	28.44	33.13	31.81	28.48	24.55				257.78	
<b>INTEREST &amp; SINKING FUND</b>	COMPASS BANK	CHECKING 333-3333-1200													-	
	THE BANK & TRUST	CHECKING 333-3333-1500	1.92	1.86	2.06	1.99	1.80	2.05	1.99	1.80	2.06				17.53	
		CD'S 333-3333-1210	298.38	797.19												1,095.57
	TEXPOOL	2331000004 333-3333-1300	0.31	0.30	0.72	0.93	0.93	1.23	1.20	1.24	1.20				8.06	
	TEXAS COMMUNITY	CHECKING 333-3333-1230	99.80	112.83	137.47	140.14	118.48	131.98	133.08	129.07	237.81				1,240.66	
<b>PAYROLL</b>	THE BANK & TRUST	CHECKING 444-4444-1300	84.46	46.88	93.06	107.67	115.73	169.84	208.40	206.12	229.08				1,261.24	
<b>LAW LIBRARY</b>	THE BANK & TRUST	CHECKING 555-1111-1000	2.04	1.90	-	-	-	-	-						3.94	
	TEXAS COMMUNITY	CHECKING 555-1111-1100	0.69	0.45	1.16	1.98	1.65	1.64	1.51	1.39	1.34				11.81	

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### 2016 - 2017 Renewal Notice and Benefit Confirmation

Group: 25511 - Val Verde County

Anniversary Date: 10/01/2016

Return to TAC by: 08/01/2016

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to [JenniferR@County.org](mailto:JenniferR@County.org).  
 For any plan or funding changes other than those listed below, please contact Jennifer Rehme at 1-800-456-5974.

#### MEDICAL

Medical: Plan 600 \$25 Copay, \$250 Ded, 80%, \$2000 OOP Max  
 RX Plan: Option 4A \$10/25/40

Your % rate increase is: -7.00%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2016	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$490.28	\$455.96	\$ 455.96	\$ -0-	\$ -0-
Employee + Child	\$691.96	\$643.52	\$ 455.96	\$187.56	\$ 187.56
Employee + Child(ren)	\$787.86	\$732.70	\$ 455.96	\$276.74	\$ 276.74
Employee + Spouse	\$1,061.36	\$987.06	\$ 455.96	\$531.10	\$ 531.10
Employee + Family	\$1,224.24	\$1,138.54	\$ 455.96	\$682.58	\$ 682.58

\_\_\_\_\_ Initial to accept Medical Plan and New Rates.

#### DENTAL

Dental: Plan III w/Ortho- 80% Prevent., \$75 Ded, 80% Bas. 50% Major

Your % rate increase is: -9.50%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2016	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$15.94	\$14.42	\$ 14.42	\$ -0-	\$ -0-
Employee + Child(ren)	\$31.88	\$28.84	\$ 14.42	\$ 14.42	\$ 14.42
Employee + Spouse	\$42.78	\$38.72	\$ 14.42	\$ 24.30	\$ 24.30
Employee + Family	\$58.74	\$53.16	\$ 14.42	\$38.74	\$ 38.74

\_\_\_\_\_ Initial to accept Dental Plan and New Rates.

**LIFE - BASIC**

**Basic Life Products:**  
(Rates are per thousand)

Coverage Volume per Employee: \$10,000

	<b>Current Rates</b>	<b>New Rates Effective 10/1/2016</b>	<b>Amount Employer Pays</b>	<b>Amount Employee/ Retiree Pays (if applicable)</b>
Basic Term Life	\$0.144	\$0.144	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%

Coverage Volume per Retiree: \$2,500

Basic Retiree Life	\$0.144	\$0.144	100%	0%
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\_\_\_\_\_ Initial to accept New Basic Life Rates.

**RETIREE**

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical	<u>Pre 65</u>	Post 65	Both
Dental	<u>Pre 65</u>	Post 65	Both

\_\_\_\_\_ Initial to confirm.

**WAITING PERIOD**

Waiting period applies to all benefits.

**Employees**  
Date of hire

**Elected Officials**  
Date of hire

\_\_\_\_\_ Initial to confirm.

**COBRA ADMINISTRATION**

Please indicate how your group manages COBRA administration:

County/Group processes COBRA on OASYS

*\*County/Group is responsible for fulfilling COBRA notification process and requirements.*

BCBS COBRA Department processes COBRA

*\*BCBS COBRA Department administers via COBRA contract with the County/Group*

\_\_\_\_\_ Initial to confirm COBRA Administration.

**PLAN INFORMATION**

**Broker or Consultant Information**

Please confirm your broker or consultant's name, if applicable:

Agency Name: No Broker

Agency Address: Please remove any prior brokers  
Number and Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Broker Representative or Consultant's Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

\_\_\_\_\_ Initial to confirm Broker or Consultant information

- Please update broker or consultant's information.
- Broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **08/01/2016** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

**TAC HEBP Member Contact Designation  
Val Verde County**

**CONTRACTING AUTHORITY**

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

**Name/Title** Mr. Frank L. Lowe/Auditor

*Juanita Barrera / Human Resources Director  
400 Pecan 3rd Floor, Del Rio, Tx 78840*

**Address** 901 Bedell Avenue Suite A  
del Rio, TX 78840-1491

**Phone** 830-774-7584

*830-774-7543*

**Fax** 830-775-9198

*830-774-7659*

**Email** [teresa\\_lowe@valverdecountry.org](mailto:teresa_lowe@valverdecountry.org)

*jbarrera@valverdecountry.org*

**BILLING CONTACT**

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

**Name/Title** Ms. Teresa Lowe/Assistant Auditor

**Address** 901 Bedell Avenue Suite A  
Del Rio, TX 78840

**Phone** 830-774-7584

**Fax** 830-774-7508

**Email** [teresa\\_lowe@valverdecountry.org](mailto:teresa_lowe@valverdecountry.org)

**HIPAA Secured Fax**

**PRIMARY CONTACT**

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

**Name/Title** Juanita Barrera/Human Resources Director

**Address** 400 Pecan 3rd Floor  
Del Rio, TX 78840

**Phone** 830-774-7543

**Fax** 830-774-7659

**Email** [jbarrera@valverdecountry.org](mailto:jbarrera@valverdecountry.org)

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

\_\_\_\_\_  
**Signature of County Judge or Contracting Authority**

\_\_\_\_\_  
**Please PRINT Name and Title**

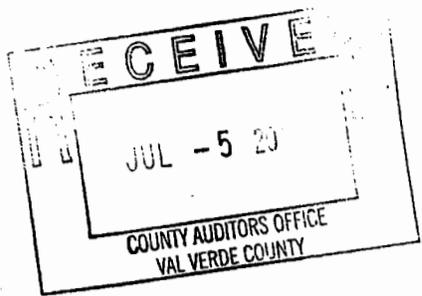
*The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.*

25511 - Val Verde County, 2016-2017 Renewal Notice and Benefit Confirmation



June 24, 2016

Mr. Frank Lowe  
Val Verde County Employees Auditor  
901 N Bedell Ave Ste A  
del Rio, TX 78840-4170



Dear Mr. Lowe:

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) is pleased to enclose the group health renewal packet for your upcoming plan anniversary date. Here are some highlights of your 2017 Plan Year renewal (explanations are listed by item number, below):

- 1) **Projected Combined Medical and Prescription Inflation for Plan Year 2017: 7.5%**
- 2) **Val Verde County Employees Renewal Rate change(s):**
  - a. Health Plan: - 7.00%
  - b. Dental Plan: - 9.50%
  - c. Life/AD&D, STD/LTD: No change to rates
- 3) **Val Verde County Employees Surplus Distribution for 2015 Fiscal Year (paid in 2016): \$165,387**
- 4) **Deadline for returning signed renewal documents to TAC HEBP: August 1, 2016**
- 5) **Your Employee Benefits Consultant: Ernesto Martinez (ErnestoM@county.org); (800) 456-5974**

1) **Pool Performance.** The Pool has stayed below the national average for health plan rate increases (trend) for the past twelve years and has done so again this year.

2) **Renewal Rates.** Rates are set annually using a comprehensive process which determines the actuarial needs of the Pool for the coming year. We then evaluate each individual group based on a combination of the group's size, claims experience, age, and geographic area.

3) **Surplus Distribution.** At the end of the 2015 Fiscal Year (FY), TAC HEBP had a surplus of \$13,533,936 available for distribution. The Board of Directors elected to return this to our Pool groups over the next 3 years. Your surplus distribution check will be mailed out by the end of July. For a description of how the distribution is allocated to groups, see the enclosed "2015 FY Surplus Distributions Frequently Asked Questions" notice.

4) **Deadline to Return Renewal:** Please return signed renewal documents on or before this date.

5) **Questions and Concerns.** If you have questions about your renewal, are interested in the impact of changes to your plan, or are considering changes to your personnel policies that will affect benefits (e.g.; adding/dropping retiree benefits, changing waiting period, etc.), please be sure to discuss this in advance with your Employee Benefits Consultant so we can coordinate the changes with your renewal.

**Other important items to note for the upcoming plan year:**

**Benefit Year Alignment:** Your Benefit Year and Plan Year are now aligned. This means that your Deductible and Co-Insurance "start over" at the same time as your plan year.

**Prescription Plan Changes:** See attached notice regarding important changes affecting all groups.

**Benefits Value Advisor:** This service will no longer be offered after September 30, 2016. Information will be provided in the Open Enrollment materials regarding how members can locate providers and get cost estimates.

**Affordable Care Act Fees:** The Board voted to pay 2016 ACA fees on behalf of Pool groups; see attached 'Health Care Reform Updates' document for details.

**Dental Plans:** There is no Open Enrollment for dental coverage this year.

**Open Enrollment Toolkit:** This will be sent via email and contains the forms and notices your group will need to process employee benefit renewals.

**ACTION REQUIRED:** Please present the renewal to the Commissioners Court for approval, complete and sign the enclosed Renewal Notice and Benefit Confirmation forms, and return to TAC no later than August 1, 2016.

TAC HEBP understands how valuable medical coverage is for your employees and their families. We appreciate your partnership with the Pool, and want to continue helping your county or district offer this important benefit. Again, we thank you for your membership in the Pool and look forward to working with you for the upcoming plan year.

Sincerely,



Quincy Quinlan, Director  
Health and Benefits Services Department  
Texas Association of Counties

**Enclosures:**

- Renewal Checklist
- Renewal Calendar
- Renewal Notice and Benefit Confirmation (RNBC)
- 2015-16 Plan Year Claims Reports
- Prescription Plan Changes
- Surplus Distribution FAQs
- Health Care Reform Updates for 2016-17 Plan Year
- Grandfathered Plan FAQs
- TAC HEBP Private Exchange Product Grid and FAQs
- HEBP Territory Map and Contact Info



TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

*12 Month Report - Medical*

Group Number: Val Verde County - 025511

Claims Paid Through: 4/30/2016

Month / Year	Total EEs	Total Members	Contribution	Paid Medical	Paid RX	Total Paid
Apr-2016	237	304	\$131,973.28	\$81,970.28	\$18,250.95	\$100,221.23
Mar-2016	235	302	\$131,973.28	\$83,622.25	\$24,825.17	\$108,447.42
Feb-2016	233	300	\$130,502.44	\$40,727.79	\$42,641.30	\$83,369.09
Jan-2016	240	309	\$134,350.27	\$137,629.52	\$19,905.23	\$157,534.75
Dec-2015	242	315	\$134,529.56	\$98,260.69	\$18,099.37	\$116,360.06
Nov-2015	237	310	\$134,446.17	\$81,536.86	\$40,941.22	\$122,478.08
Oct-2015	240	313	\$135,554.83	\$35,098.37	\$22,373.17	\$57,471.54
Sep-2015	240	304	\$130,866.16	\$73,877.68	\$25,078.57	\$98,956.25
Aug-2015	239	302	\$131,033.88	\$40,043.23	\$33,915.88	\$73,959.11
Jul-2015	238	300	\$130,341.92	\$49,879.29	\$29,344.36	\$79,223.65
Jun-2015	238	303	\$133,037.00	\$45,431.64	\$21,588.44	\$67,020.08
May-2015	241	306	\$132,056.44	\$93,960.11	\$34,090.35	\$128,050.46
Total for 12 months			\$1,590,665.23	\$862,037.71	\$331,054.01	\$1,193,091.72

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### Large Claimant Summary

Claimants Over: \$10,000

Group Number: Val Verde County - 025511

Claims Paid: 5/1/2015 - 4/30/2016

Product Type: PPO

Claimant Number	Status	Medical Claims	Rx Claims	Total Paid Claims
1294009G	Active	\$100,051.17	\$127.86	\$100,179.03
1299372G	Active	\$94,559.67	\$1,705.31	\$96,264.98
20171G	Active	\$71,043.93	\$1,861.35	\$72,905.28
1299373G	Active	\$1,233.49	\$71,237.88	\$72,471.37
1313083G	Retired	\$38,636.55	\$4,656.47	\$43,293.02
1342779G	Active	\$4,589.25	\$38,082.80	\$42,672.05
1306888G	Active	\$416.33	\$35,064.81	\$35,481.14
1322153G	Active	\$33,711.30	\$193.96	\$33,905.26
1286383G	Retired	\$7,565.90	\$20,395.89	\$27,961.79
4008G	Active	\$27,801.04	\$0.00	\$27,801.04
1308945G	Active	\$21,058.03	\$2,317.79	\$23,375.82
1576462G	Active	\$22,345.25	\$42.11	\$22,387.36
1431806G	Active	\$18,390.11	\$2,097.75	\$20,487.86
1303498G	Active	\$6,250.87	\$9,510.70	\$15,761.57
1310965G	Active	\$12,410.89	\$2,535.60	\$14,946.49
1763652G	Active	\$14,448.33	\$4.55	\$14,452.88
1583504G	Active	\$14,108.56	\$160.85	\$14,269.41
1131725G	Active	\$12,876.59	\$452.13	\$13,328.72
1306071G	Active	\$12,726.17	\$136.31	\$12,862.48
1688417G	Active	\$12,108.67	\$359.51	\$12,468.18
1293745G	Active	\$6,456.89	\$5,400.25	\$11,857.14
1337646G	Active	\$6,948.71	\$4,788.54	\$11,737.25
1296444G	Active	\$3,964.15	\$6,825.93	\$10,790.08
1339182G	Active	\$10,035.08	\$112.13	\$10,147.21
<b>PPO Group Total for Large</b>		<b>\$553,736.93</b>	<b>\$208,070.48</b>	<b>\$761,807.41</b>



### 12 Month Report - Dental

Group Number: Val Verde County - 025511

Claims Paid Through: 4/30/2016

Month / Year	Total EEs	Total Members	Contribution	Paid Dental
Apr-2016	237	352	\$5,481.86	\$5,552.00
Mar-2016	235	351	\$5,481.86	\$1,576.80
Feb-2016	233	349	\$5,434.04	\$3,615.00
Jan-2016	240	362	\$5,637.04	\$2,602.90
Dec-2015	242	365	\$5,695.76	\$3,027.20
Nov-2015	237	359	\$5,647.94	\$2,570.40
Oct-2015	240	367	\$5,690.74	\$2,614.20
Sep-2015	240	347	\$5,455.76	\$3,167.20
Aug-2015	239	346	\$5,439.82	\$3,320.70
Jul-2015	238	344	\$5,407.94	\$4,149.20
Jun-2015	237	345	\$5,498.56	\$2,081.60
May-2015	240	349	\$5,466.68	\$628.00
Total for 12 months			\$66,338.00	\$34,905.20

### EXEMPT VS. NON-EXEMPT

The Federal Labor Standards Act classifies all employees as either EXEMPT OR NON-EXEMPT.

Elected Officials of a County are not employees and therefore not exempt or nonexempt. Most employees of a County will be Non-Exempt employees.

#### **EXEMPT EMPLOYEES:**

An exempt employee has virtually "no rights at all" under the FLSA overtime rules. About all an exempt employee is entitled to under the FLSA is to receive the full amount of the base salary in any work period during which s/he performs any work (less any permissible deductions). Nothing in the FLSA prohibits an employer from requiring exempt employees to "punch a clock," or work a particular schedule, or "make up" time lost due to absences. Nor does the FLSA limit the amount of work time an employer may require or expect from any employee, on any schedule. ("Mandatory overtime" is not restricted by the FLSA.)

All Exempt employees must meet a **Salary Test** and a **Salary Basis Test**.

**Salary Test:** The Exempt employees are paid at least a guaranteed minimum of \$455 per week.

**Salary Basis:** Test means the Exempt employee regularly receives a predetermined amount of compensation each pay period. Subject to exceptions, and Exempt employee must receive the full salary for any week in which the employee performs any work, regardless of the number of days or hours worked.

**Exceptions:** Deductions are permissible for Exempt Employees if they are absent for one or more full days for personal reasons other than sickness or disability. Deductions are made in accordance with a bona fide policy of providing compensation for salary lost due to illness, unpaid leave under FMLA, or the initial or terminal week of employment.

Employees that meet the salary test and salary basis test must meet the Duties Tests:

#### **Exempt Executive job duties test:**

- Regulatory supervises two or more other employees
- Has management as the primary duty of the position
- Has some genuine input into the jog status of other employees (such as hiring, firing, promotions, or assignments).

#### **Exempt Administrative job duties test:**

- Office or non-manual work

- Directly related to management or general business operations of the employer or the employer's customers
- Primary component of which involves the exercise of independent judgment and discretion and matters of significance.
- Administratively exempt work typically involves the exercise of discretion and judgment, with the authority to make independent decisions on matters which affect the business as a whole or a significant part of it.

**Exempt Professional job duties test:**

- The job duties of the traditional "learned professions" are exempt. These include lawyers, doctors, dentists, teachers, architects, clergy
- Included are registered nurses (but not LPNs), accountants (but not bookkeepers), engineers (who have engineering degrees or the equivalent and perform work of the sort usually performed by licensed professional engineers), actuaries, scientists (but not technicians), pharmacists
- Other employees who perform work requiring "advanced knowledge" similar to that historically associated with the traditional learned professions.

**NON-EXEMPT EMPLOYEES:**

Clerical employees that perform office or non-manual support work are not administratively exempt. Administrative work is not exempt just because it is financially important (even if the county would experience financial losses if the employee fails to perform competently). Nonexempt employees are entitled to overtime under the FLSA. Overtime compensation may be:

- Time and one half the rate of pay for hours worked over 40 hours per seven consecutive days.  
*There are exceptions such as 207(k) for firemen, law enforcement and EMT.*
- Or, hours worked over 40 hours per seven consecutive days works times one and a half to use as comp time by the employee as paid time off at the County's convenience.

Clerical employees perform office or non-manual support work but are not administratively exempt. Nor is administrative work exempt just because it is financially important, in the sense that the employer would experience financial losses if the employee fails to perform competently.

**For additional reference from the Department of Labor check out Fact Sheet #17A: Exemption for Executive, Administrative, Professional, Computer and Outside Sales Employees under the Fair Labor Standards Act (FLSA):**

[http://www.dol.gov/whd/overtime/fs17a\\_overview.pdf](http://www.dol.gov/whd/overtime/fs17a_overview.pdf)

#38



**VAL VERDE COUNTY**

**EXEMPT POSITIONS – EFFECTIVE \_\_\_\_\_**

1. Assistant County Attorney
2. County Agent
3. Emergency Management Coordinator
4. Fire Supervisor
5. Health Inspector
6. Human Resources Director
7. Court Coordinator
8. 1<sup>st</sup> Assistant County Auditor
9. IT Specialist
10. Library Supervisor
11. Foreman
12. Parks Superintendent
13. Purchasing Agent
14. Sheriff's Chief Deputy
15. Veterans Officer

\_\_\_\_\_  
Efrain Valdez, County Judge

\_\_\_\_\_  
Ramiro Ramon, Commissioner Pct. 1

\_\_\_\_\_  
Lewis Owens, Commissioner Pct. 2

\_\_\_\_\_  
Robert Nettleton, Commissioner Pct. 3

\_\_\_\_\_  
Gustavo Flores, Commissioner Pct. 4



VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

TO: Efrain Valdez, County Judge  
Commissioner Ramon, Pct. 1  
Commissioner Owens, Pct. 2  
Commissioner Nettleton, Pct. 3  
Commissioner Flores, Pct. 4

FROM: Juanita Barrera, HR Director 

DATE: July 6, 2016

SUBJECT: Exempt Vs. Non-Exempt Status

As previously mentioned in my memo of May 26, 2016, the Fair Labor Standards Act (FLSA), has amended the wage and overtime pay requirements to take effect December 1, 2016 and at this time it would be appropriate to revisit the current exempt positions which were placed into effect March 11, 2013.

I have been reviewing some of the exempt positions with our County Attorney Ms. Smith and also with Mr. Rollie Ford of TAC and there are a couple which might be misclassified.

**Remove:**

1. Elected Officials – Are not exempt or non-exempt, do not fall under FLSA.
2. Auditor – falls in the same status as elected officials

**Add:**

1. 1<sup>st</sup> Assistant County Auditor
2. Assistant County Attorney

**Review/Evaluate:**

1. Administrative Assistants – Currently have 5 employees who are in this position and 4 are exempt and 1 is not.
2. Court Coordinator
3. Court Reporter
4. Jail Monitor

These recommended changes fall under the FLSA and ultimately if there is some doubt in making a decision on a position, it is best to classify a position "Non-Exempt" vs. "Exempt".

Also, there is the FLSA checklist which provides guidance which the DOL designates as appropriate for exemptions. Those generally fall into the following categories: executive, administrative, learned professional, computer professional, and outside sales.

Attached is a list for the courts consideration of the positions which would be classified as Exempt Status. If further information is needed, please do not hesitate to call me.

Attachment

Cc: Ana Smith, County Attorney  
Frank Lowe, County Auditor