



COMMISSIONER'S COURT MINUTES

FEBRUARY 13TH REGULAR TERM, A.D. 2017

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

BE IT REMEMBERED that on this the 13TH day of February A.D. 2017 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; Martin Wardlaw, 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. Pledge of Allegiance.
4. Approval of minutes from previous meetings.

January 9th, 2017 meeting No Corrections
February 1st, 2017 meeting – No Corrections

ORDER #	Motion			Amendment/Notes	Accept	AYES	NOES	ABST
	N	F	Amend					
17-035				Motion to approve as presented.		W,O,N,F,EVV		

5. Citizen's Comments.

- 1) Roger Cerny- illegal dumping
- 2) Mr. Goetsun regarding Library reopening.
- 3) _____
- 4) _____
- 5) _____

MOTION KEY:
 EFRAIN V VALDEZ= EVV
 COMM WARDLAW=W
 COMM OWENS=O
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

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

ATTENDING

COUNTY STAFF/DEPTS:

- COUNTY ATTY
- DM* COUNTY ATTY STAFF
- SL* 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 _____

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

Efrain Valdez, County Judge

6. Discussion and possible action on approving payment for the Texas Department of Transportation invoice in the amount of \$188,351.42.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	F	O		Motion to approve as presented		F, N, O, W, EVV		
#17-036								

7. Progress report for DEAAG grant – LAFB West Gate.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER				No Action - Report Only				
N/A								

8. Consider and act upon request from Charles Willis & Associates, Inc. to amend original contract budget for the DEAAG grant-LAFB West Gate project.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	W		Motion to approve as presented		F, N, O, W, EVV		
#17-037								

9. Consider and act upon scheduling public hearing for proposed 2017/2018 TxCDBG Colonia Construction Fund application to the Texas Department of Agriculture.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve to hold a public meeting on Wednesday		F, N, O, W, EVV		
#17-038				March 1, 2017 at CCAL at 5:15 P.M.				

10. Discussion and possible action to appoint an Elected Official for the Grant Committee and Policy Review Committee.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to appoint Commissioner Wardlaw to the Grant		F, N, O, W, EVV		
#17-039				Review Committee.				

Pat Cole, Justice of the Peace Pct. 3

11. Discussion and possible action to approval a purchase of two XEROX printers (CDW) #4284359 at a cost of \$290.03 each (Total \$580.06) and one XEROX printer fax (CDW #43663385) at a cost of \$480.03. Payment to be made from JP#3 Technology Fund in accordance with CCP Art 102.0173 and budget on file. These items are to replace printers that are worn and beginning to fail.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve as presented		F,N,O,W,EEV		
#17-040								

Lewis G. Owens Commissioner Pct. 2 and Gustavo Flores, Commissioners Pct. 4

12. Consider and act upon contract for management/administrative services from Esser & Company Consulting LLC for TxCDBG 7216075 Colonia Construction Fund Project for San Felipe Pastures and Vega Verde Road Water Improvements.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve Esser & Company contract.		F,N,O,W,EEV		
#17-041								

13. Consider and act upon contract for professional engineering service from TRC Engineers Inc. for TxCDBG 7216075 Colonia Construction Fund Project for San Felipe Pastures and Vega Verde Road Water Improvements.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve TRC Engineers Inc. contract for TXCDBG		F,N,O,W,EEV		
#17-042				#7216075 Colonia Construction Fund Project.				

Martin Wardlaw, County Commissioner Pct. 1

14. Discussion and possible action on property ownership and sanitation on the Old Brodbent Road.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	F	N		Motion to have property surveyed to be paid from Prct's 1				
#17-043				operating budget.				

15. Discussion and possible action on issuing a credit card to Mario Cervantes, Foreman for Precinct 1

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	W	N		Motion to table agenda item.		W,O,N,F, EVV		
#17-044								

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

16. Discussion and possible action on hot funds to be used for the George Paul Memorial bull riding.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve, if paperwork is completed, up to \$4,800.00		F, N, O, W, EVV		
#17-045								

17. Discussion and possible action on using funds that were given to fix the Fire Station and to be used for painting; repairs at the JP building, County Court house and Commissioners Court building.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve up to \$8,900.00		F, N, O, W, EVV		
#17-046								

18. Discussion and possible action on paying out of cycle labor or repairs on the Justice of the Peace building, County Court house and Commissioner Court building.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to get bids to hire and pay out of cycle		F, N, O, W, EVV		
#17-047								

19. Discussion and possible action on the lease agreement between Val Verde County and Cisco soldiers.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O			Motion to approve as presented		F, N, O, W, EVV		
#17-048								

20. Discussion and possible action on the use of the Alcoa Fields for a kickball tournament.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	F		Motion to approve and enter into contract		F, N, O, W, EVV		
#17-049								

21. Discussion and possible action on the lease agreement between Val Verde County and ABO Youth NFL flag football league for the use of the fields at the 60 acres.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve as presented		F, N, O, W, EVV		
#17-050								

22. Discussion and possible action on the lease agreement between Val Verde County and Race track promotions for the use of the fairgrounds.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve as presented		F, N, O, W, EW		
#17-051								

Beau Nettleton, County Commissioner Pct. 3

23. Discussion and possible action on going out for RFQ's for firm to design a Sports Complex.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	O		Motion to authorize Purchasing Agent to go out for RFQ's		F, N, O, W, EW		
#17-052				for firm to design a Sports Complex.				

Gustavo Flores, County Commissioner Pct. 4

24. Consider and act upon the assignment of new colonial identification numbers (M number) for the areas.

TWDB – Arroyo De La Noria M2330021

TWDB – Vega Verde Estates M2330022

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER				Report Only - No Action taken.				
N/A								

Rogelio R. Musquiz Jr., County Purchasing Agent

25. Discussion and possible action regarding the solicitation of bids for the structure cabling project of four county building.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve as presented		F, N, O, W, EW		
#17-053								

26. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	O		Motion to approve as presented		F, N, O, W, EW		
#17-054								

27. Discussion and possible action regarding Val Verde County TX. /83rd District Judge entering into a three (3) year service agreement with LexisNexis now Lexis Advance for online service exchange.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve as presented		F, N, O, W, EVV		
#17-055								

28. Discussion and possible action regarding Capital outlay expenditures.

Office Equipment \$2,000.00 Veterans Service Office
 IT Equipment \$5,060.00 Veterans Service Office
 Portable Room Partitions \$725.00 Veterans Service Office

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	W		Motion to approve as presented		F, N, O, W, EVV		
#17-056								

29. Discussion and possible action regarding Tax Note expenditures.

Caterpillar Paving Compactor \$69,950.00 Pct. 3
 Caterpillar Motor Grader \$241,950.00 Pct. 3

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve as presented		F, N, O, W, EVV		
#17-057								

30. Requesting authorization to auction and/or dispose of the following:

1981 Ingram Steal Wheel Roller Pct. 3
 MC-30 Oil Distributor Pct. 3
 Mack 16yd. Dump Truck Pct. 3

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve auction.		F, N, O, W, EVV		
#17-058								

Graciela Monday, County Librarian

31. Discussion and possible action regarding allowing Library to administer a volunteer program.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve as presented.		F, N, O, W, EW		
#17-059								

32. Discussion and possible action regarding acceptance of fire resistant glass for interior library windows approved by grants committee on 2-2-2017.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve as presented.		F, N, O, W, EW		
#17-060								

Joe Frank Martinez, County Sheriff

33. Presentation of the 2016 Annual Report Officer Contact Data.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER				Report Only - No Action Taken				
N/A								

34. Discussion and possible action authorizing Sheriff Joe Frank Martinez to add five cellular phone lines to the VVSO inventory in addition to purchasing five smart cell phones as well.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve as presented.		F, N, O, W, EW		
#17-061								

35. Discussion and possible action to test a camera pilot program provided by Body Worn.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	W		Motion to approve as presented		F, N, O, W, EW		
#17-062								

36. Discussion and possible action to authorize Sheriff Joe Frank Martinez to apply for and accept the 2018 Local Border Security Program (LBSP) #2995203 grant; to include the Resolution.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve as presented.		F, N, O, W, EW		
#17-063								

37. Discussion and possible action regarding the Ratification of the Modification of Intergovernmental Agreement (IGA) between United States Marshals Service and Val Verde Correctional Facility.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to approve as presented.		F, N, O, W, EVV		
#17-064								

Jerry Rust, County Fire Chief

38. Discussion and possible action on enacting a 90 day burn ban for Val Verde County.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve as presented.		F, N, O, W, EVV		
#17-065								

Steve Berg, County Constable Pct. 3

39. Presentation of Racial Profiling Report/ Tier one.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to accept report.		F, N, O, W, EVV		
#17-066								

Gerardo "Jerry" Hernandez, County Constable Pct. 4

40. Discussion and possible action for approval of Constable Gerardo Hernandez, Pct. 4 request budget amendment to move \$405.37 from office supplies to traveling.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	F	N		Motion to approve as presented		F, N, O, W, EVV		
#17-067								

Michael Bagley, District Attorney

41. Discussion and possible action requesting Val Verde County's second quarter contribution in the amount of \$105,398.09 for fiscal year 2016-2017.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to table until after meeting with Judge Cadena, Judge Valdez and District Attorney Michael Bagley (See Agenda #52).		F, N, O, W, EVV		
#17-068								

Aaron Rodriguez, County Treasurer

42. Monthly Treasurer's Report.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve as presented.		F, N, O, W, EW		
#17-069								

43. Discussion and possible action regarding appointment of Commissioner Robert "Beau" Nettleton and County Auditor Matthew Weingardt as investment committee officer.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	F		Motion to approve and add the County Judge.		F, N, O, W, EW		
#17-070				No motion that this committee				

Juanita Barrera, County HR Director

44. HR monthly Report.

Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from January 5, 2017 through February 8, 2017.

- A. Matthew Weingardt, County Auditor, requesting to stop issuing checks to Rebecca Vasquez, 4th Assistant County Auditor, effective January 5, 2017. Ms. Vasquez was terminated.
- B. Matthew Weingardt, County Auditor, requesting to start issuing checks to Michael Ramirez, 4th Assistant County Auditor, with an annual salary of \$28,502.50 effective January 18, 2017. Mr. Ramirez is replacing Rebecca Vasquez who was terminated.
- C. Mike Bagley, District Attorney, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Ms. Francis Schroeter, Assistant District Attorney under the Border Prosecutor Unit, with an annual salary of \$83,500.00, effective February 1, 2017. Ms. Schroeter is replacing Charles Mee who was terminated.
- D. Jo Ann Cervantes, District Clerk, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Steven Maldonado, Deputy Clerk I, with an annual salary of \$21,450.00 effective January 1, 2017. Mr. Maldonado is replacing Sandra Luna who resigned.
- E. Beatriz Munoz, Tax Assessor/Collector, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Claudia Cervantes, Deputy Clerk I, with an annual salary of \$21,450.00 effective January 11, 2017. Ms. Cervantes is replacing Cecilia Martinez who was promoted.

- F. Generosa Ramon, County Clerk, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Tamara Ramirez, Deputy Clerk I, effective January 20, 2017. Ms. Ramirez resigned.
- G. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Crystal Denney, who was promoted to Patrol Secretary with an annual salary of \$23,737.50 effective January 23, 2017. Ms. Denney is replacing Mariana Ford who was demoted.
- H. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Mariana Ford, Receptionist, who was demoted from Patrol Secretary with an annual salary of \$24,198.87 effective January 23, 2017. Ms. Ford is replacing Crystal Denney who was promoted.
- I. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Deborah Draper, Communications Operator, effective January 19, 2017. Ms. Draper resigned.
- J. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Juan Perez, Driver, with an annual salary of \$21,450.00 effective January 24, 2017. Mr. Perez is replacing Sunny Faz who was promoted.
- K. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Jorge Estrada, Maintenance/Carpenter, with an annual salary of \$23,525.00 effective January 30, 2017. Mr. Estrada is replacing Francisco Cerna who resigned.
- L. Robert Nettleton, Commissioner Pct. 3, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Cristobal Quintero, Lt. Equipment Operator, with an annual salary of \$23,525.00 effective February 6, 2017. Mr. Quintero is replacing Juventino Cuellar who retired.
- M. Martin Wardlaw, Commissioner Pct. 1, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Joe Jackson, temporary Waterline Project Foremen, with a daily salary of \$150.00 effective February 6, 2017.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve except item "C" and include Prct.1		F. N. O. W. EW		
#17-071			N	Mario Cervantes.				

Matthew Weingardt, County Auditor

45. Monthly Auditor’s Report.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve report as presented.		F. N. O. W. EW		
#17-072								

46. Discussion and possible action on refund of cost of issuance on 2016 Tax Note.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	O	N		Motion to pay down the note with refund monies.		W.O.N.F. EW		
#17-073								

47. Discussion and possible action to pay invoices pertaining to West Gate from Contingency.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve payment of invoices from contingency and when		F. N. O. W. EW		
#17-074				when monies come in from State the contingency to be reimbursed.				

48. Discussion and possible action for Sheriff CRS invoice to be paid out of Contingency.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	O		Motion to approve and pay out of Sheriff's budget.		F. N. O. W. EW		
#17-075			N	Except contractors need to get paid out of contingency when				

Ana Markowski Smith, County Attorney

- 49. 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.
- 50. 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.
- 51. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.

Gustavo Flores, County Commissioner Pct. 4

52. Discussion and possible action regarding the building lease between Val Verde County and the District Attorney.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER								
N/A				SEE AGENDA ITEM #41				

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: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ §551.072 <u> X </u> _____
OTHER _____ EGAN @ <u> 9:55 </u> A.M. ENDED @ <u> 11:20 </u> A.M. BREAK @ _____ RESUMED @ _____ ACTION AFTER EX: <u> None </u>

53. Approve subdivision plats.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve new plat for Rock'N'E Ranch.		F, N, W, EVV		0
#17-076								

54. Approve Certificates of Compliance.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER				NONE PRESENTED				
N/A								

55. Approve monthly reports from elected officials.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve as presented.		F, O, N, W, EVV		
#17-077								

56. Approve bills for payment.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER	N	F		Motion to approve bills as presented except for the check to				
#17-078				Mountain View to be held until work has been completed.				

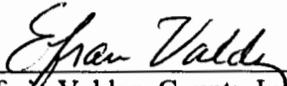
57. Elected officials' comments.

58. Judge's comments

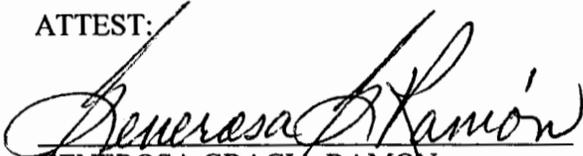
59. Adjourn: 11:24 A.M.

The foregoing, recorded in Volume 48, pages 112-247, inclusive, was on this the 13th day of March A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,


Efrain Valdez, County Judge
Val Verde County, Texas

ATTEST:


GENEROSA GRACIA-RAMON
COUNTY CLERK



County of Val Verde



Efrain V. Valdez

County Judge

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

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

AGENDA/NOTICE

VAL VERDE COUNTY COMMISSIONERS COURT
February 2017 REGULAR TERM

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

February 13, 2017 at 9:00 AM

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

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

Efrain Valdez, County Judge

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8. Consider and act upon request from Charles Willis & Associates, Inc. to amend original contract budget for the DEAAG grant-LAFB West Gate project.
9. Consider and act upon scheduling public hearing for proposed 2017/2018 TxCDBG Colonia Construction Fund application to the Texas Department of Agriculture.
10. Discussion and possible action to appoint an Elected Official for the Grant Committee and Policy Review Committee.

Pat Cole, Justice of the Peace Pct. 3

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Lewis G. Owens Commissioner Pct. 2 and Gustavo Flores, Commissioners Pct. 4

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

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21. Discussion and possible action on the lease agreement between Val Verde County and ABO Youth NFL flag football league for the use of the fields at the 60 acres.
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Beau Nettleton, County Commissioner Pct. 3

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Gustavo Flores, County Commissioner Pct. 4

24. Consider and act upon the assignment of new colonia identification numbers (M number) for the areas.

TWDB – Arroyo De La Noria M2330021

TWDB – Vega Verde Estates M2330022

P.O. Box 4250 • Del Rio, TX 78841

Rogelio R. Musquiz Jr., County Purchasing Agent

- 25. Discussion and possible action regarding the solicitation of bids for the structure cabling project of four county building.
- 26. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.
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- 30. Requesting authorization to auction and/or dispose of the following:

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MC-30 Oil Distributor	Pct. 3
Mack 16yd. Dump Truck	Pct. 3

Graciela Monday, County Librarian

- 31. Discussion and possible action regarding allowing Library to administer a volunteer program.
- 32. Discussion and possible action regarding acceptance of fire resistant glass for interior library windows approved by grants committee on 2-2-2017.

Joe Frank Martinez, County Sheriff

33. Presentation of the 2016 Annual Report Officer Contact Data.
34. Discussion and possible action authorizing Sheriff Joe Frank Martinez to add five cellular phone lines to the VVSO inventory in addition to purchasing five smart cell phones as well.
35. Discussion and possible action to test a camera pilot program provided by Body Worn.
36. Discussion and possible action to authorize Sheriff Joe Frank Martinez to apply for and accept the 2018 Local Border Security Program (LBSP) #2995203 grant; to include the Resolution.
37. Discussion and possible action regarding the Ratification of the Modification of Intergovernmental Agreement (IGA) between United States Marshals Service and Val Verde Correctional Facility.

Jerry Rust, County Fire Chief

38. Discussion and possible action on enacting a 90 day burn ban for Val Verde County.

Steve Berg, County Constable Pct. 3

39. Presentation of Racial Profiling Report/ Tier one.

Gerardo "Jerry" Hernandez, County Constable Pct. 4

40. Discussion and possible action for approval of Constable Gerardo Hernandez, Pct. 4 request budget amendment to move \$405.37 from office supplies to traveling.

Michael Bagley, District Attorney

41. Discussion and possible action requesting Val Verde County's second quarter contribution in the amount of \$105,398.09 for fiscal year 2016-2017.

Aaron Rodriguez, County Treasurer

42. Monthly Treasurer's Report.

43. Discussion and possible action regarding appointment of Commissioner Robert "Beau" Nettleton and County Auditor Matthew Weingardt as investment committee officer.

Juanita Barrera, County HR Director

44. HR monthly Report.

Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from January 5, 2017 through February 8, 2017.

- A. Matthew Weingardt, County Auditor, requesting to stop issuing checks to Rebecca Vasquez, 4th Assistant County Auditor, effective January 5, 2017. Ms. Vasquez was terminated.

- B. Matthew Weingardt, County Auditor, requesting to start issuing checks to Michael Ramirez, 4th Assistant County Auditor, with an annual salary of \$28,502.50 effective January 18, 2017. Mr. Ramirez is replacing Rebecca Vasquez who was terminated.

- C. Mike Bagley, District Attorney, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Ms. Francis Schroeter, Assistant District Attorney under the Border Prosecutor Unit, with an annual salary of \$83,500.00, effective February 1, 2017. Ms. Schroeter is replacing Charles Mee who was terminated.

- D. Jo Ann Cervantes, District Clerk, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Steven Maldonado, Deputy Clerk I, with an annual salary of \$21,450.00 effective January 1, 2017. Mr. Maldonado is replacing Sandra Luna who resigned.

- E. Beatriz Munoz, Tax Assessor/Collector, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Claudia Cervantes, Deputy Clerk I, with an annual salary of \$21,450.00 effective January 11, 2017. Ms. Cervantes is replacing Cecilia Martinez who was promoted.

- F. Generosa Ramon, County Clerk, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Tamara Ramirez, Deputy Clerk I, effective January 20, 2017. Ms. Ramirez resigned.

- G. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Crystal Denney, who was promoted to Patrol Secretary with an annual salary of \$23,737.50 effective January 23, 2017. Ms. Denney is replacing Mariana Ford who was demoted.

- H. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Mariana Ford, Receptionist, who was demoted from Patrol Secretary with an annual salary of \$24,198.87 effective January 23, 2017. Ms. Ford is replacing Crystal Denney who was promoted.

- I. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Deborah Draper, Communications Operator, effective January 19, 2017. Ms. Draper resigned.

- J. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Juan Perez, Driver, with an annual salary of \$21,450.00 effective January 24, 2017. Mr. Perez is replacing Sunny Faz who was promoted.

- K. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Jorge Estrada, Maintenance/Carpenter, with an annual salary of \$23,525.00 effective January 30, 2017. Mr. Estrada is replacing Francisco Cerna who resigned.

- L. Robert Nettleton, Commissioner Pct. 3, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Cristobal Quintero, Lt. Equipment Operator, with an annual salary of \$23,525.00 effective February 6, 2017. Mr. Quintero is replacing Juventino Cuellar who retired.

- M. Martin Wardlaw, Commissioner Pct. 1, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Joe Jackson, temporary Waterline Project Foremen, with a daily salary of \$150.00 effective February 6, 2017.

Matthew Weingardt, County Auditor

- 45. Monthly Auditor's Report.
- 46. Discussion and possible action on refund of cost of issuance on 2016 Tax Note.
- 47. Discussion and possible action to pay invoices pertaining to West Gate from Contingency.
- 48. Discussion and possible action for Sheriff CRS invoice to be paid out of Contingency.

Ana Markowski Smith, County Attorney

- 49. 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.
- 50. 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.
- 51. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.

Gustavo Flores, County Commissioner Pct. 4

- 52. Discussion and possible action regarding the building lease between Val Verde County and the District Attorney.

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;

53. Approve subdivision plats.

54. Approve Certificates of Compliance.

55. Approve monthly reports from elected officials.

56. Approve bills for payment.

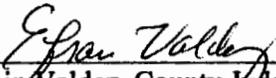
57. Elected officials' comments.

58. Judge's comments

59. Adjourn.

P.O. Box 4250 • Del Rio, TX 78841

Our next Regular Commissioners Court Meeting will be March 13, 2017, @ 9:00 a.m.; **Agenda Items are due Wednesday, March 8, 2017 @ 12: 00 noon.**


Efrain Valdez, County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON February 9, 2017: AT 3:47 AM/PM

FILED
2017 FEB -9 PM 3:47
GENEUSIA GRACIA-RAMON
VAL VERDE COUNTY CLERK
BY  DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

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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 9TH day FEBRUARY, 2017, at 3:47 o'clock P. 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



COMMISSIONER'S COURT MINUTES

JANUARY 09TH REGULAR TERM, A.D. 2017

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

BE IT REMEMBERED that on this the 09th day of January A.D. 2017 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; Martin Wardlaw, 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):

8/8; 8/12; 8/17; 8/22; 8/29; 9/6; 9/12; 10/11; 11/14; 11/21; 12/12; 12/19

Correction to 8/29/2016 meeting (Order #16-382) to reflect that \$45,000.00 was removed from the budget initially allocated for the hiring of a CPA for the County Treasurer's office.

ORDER
#17-001

MOTION	2ND	AYES	NOES	ABSTAIN	TABLE
N	F				W, O, N, F, EVV

5. CITIZENS' COMMENTS:

1. Dwayne Kulston-addressed the court to inquire as to the process for holding certain county employees accountable and/or who do they fall under for purposes of a complaint.

2. _____
3. _____

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

QUORUM

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

ATTENDING

COUNTY STAFF/DEPTS:

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

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

Announcement: Mr. Cerny informed the Court of a letter from Rancho Agua Vista LLC withdrawing the application and that no hearing would be held. Written objections to the application were filed with application and would be included in the minutes.

PUBLIC HEARING
January 9, 2017 AT 9:30
County Court at Law Building 207 E. Losoya St.
Del Rio TX, 78840

Roger Cerny, holding Public Hearing regarding the request by owners of Rancho Agua Vista LLC to Vacate Unit III and the commercial reserve tract A and the covenants of both.

County Judge Valdez called the scheduled public hearing to order at 9:30 a.m. No comments were made. Hearing closed at 9:31 a.m.

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

Efrain V. Valdez, County Judge

6. Introduction of new 63rd/89rd Judicial District Attorney and staff.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER			Mike Bagley, newly elected 63 rd District Attorney introduced his staff to the Court.				
N/A			Future plans for the office were also presented.				
			Roland Andrade – J Assistant				
			Larry Pope – Investigator				
			Cindy Constancio – Office Manager				
			Elizabeth Medina – Assistant LS				
			Sandra Luna				

7. Discussion and possible action on District Attorney's office concerning Health and retirement benefits.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER			Seeks retirement coverage for staff, in return				
N/A			Will pay own insurance, abide by city policies				
			No Action/ research to see if it is possible.				

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

8. Linebarger Goggan Blair & Sampson, LLP, A Request that this Commissioner's Court enter an order pursuant to §34.05(i) of the Texas Property Tax Code, to the successful bidder through the seal bid process a certain property previously struck off pursuant to §34.01© of the Texas Property Tax Code for delinquent ad valorem taxes owed to Val Verde County, San Felipe Del Rio Consolidated ISD, and City of Del Rio.

A. 28890 Val Verde County, Et Al vs. Corina Lopez, Et Al
 LOT 2 BLOCK "X" OF THE SOUTH SECOND RAILROAD ADDITION TO THE CITY OF DEL RIO SITUATED IN VAL VERDE COUNTY TEXAS ACCORDING TO THE DEED THEREOF RECORDED IN VOLUME 146 PAGES 622-623 OF THE DEED RECORDS OF VAL VERDE COUNTY TEXAS; ACCOUNT NO. 26561 (5950-0240-0020)

ORDER
 #17-002

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to accept \$8000 bid (handout for the minutes was provided)		W, O, N, F, EVV		

B. 29476 Val Verde County, Et Al vs. John Henry Jones, As Administrator of the Estate of Arthur Jones, Et Al
 THE EAST ½ OF LOT 3 BLOCK C IN PERRY'S ADDITION TO THE CITY OF WEST DEL RIO SITUATED IN VAL VERDE COUNTY TEXAS ACCORDING TO THE DEED THEREOF RECORDED IN VOLUME 130 PAGES 141-142 OF THE DEED RECORDS OF VALVERDE COUNTY TEXAS; ACCOUNT NO. 31829 (6350-0030-0030)

ORDER
 #17-003

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
E	N		Motion to accept \$3000 bid. (handout for the minutes was provided)		W, O, N, F, EVV		

C. 30338 Val Verde County, Et Al vs. Rio Bravo, Inc. Et Al
 LOT 3 BLOCK H OF THE VEGA VERDE ESTATES A SUBDIVISION NEAR THE CITY OF DEL RIO SITUATED IN VAL VERDE COUNTY TEXAS ACCORDING TO THE DEED THEREOF RECORDED IN VOLUME 212 PAGE 307 OF THE DEED RECORDS OF VAL VERDE COUNTY TEXAS; ACCOUNT NO. 39195 (7010-0080-0030)

ORDER
 #17-004

MOTIO N	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to accept \$2500 bid. (handout for the minutes was provided)		W, O, N, F, EVV		

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

9. Isabel Guerrero, Director for the New Horizons Women and Children's Center presenting the Annual Profit, Loss and Activity report.

ORDER
N//A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Report Only – No Action				

10. Progress report for DEAAG grant – LAFB West Gate.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Roy Musquiz – Report Only				
			No Action Taken				

11. Discussion and possible action to approve a Resolution for the calendar year 2017 Indigent Defense Grant Program.

ORDER
#17-005

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

12. Discussion and possible action to approve a Resolution supporting the extension of Interstate 27 along the Ports-To-Plains Corridor south of Lubbock.

ORDER
#17-006

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NO	ABST
N	F		Motion to approve as presented.		W, O, N, F, EVV		

13. Discussion and possible action to approve the County Judge's Office USPS Post Office P.O. Box service fee of \$140.00 for 12 months.

ORDER
#17-007

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

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

Sergio J. Gonzalez, County Court at Law Judge

14. Discussion and possible action on approving a Commissioners Court Order and/or Resolution authorizing Val Verde County Court-At-Law DWI/Drug Specialty Court to re-apply and/or accept award, if any, relating to the Office of the Governor 2017-2018 Criminal Justice Division (CJD) Grant Application (Proposed #2881203).

**ORDER
#17-008**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve to application,		W, O, N, F, EVV		
		N	Award to come back to court for Acceptance.	F			

15. Discussion and possible action on approving a Commissioners Court Order and/or Resolution authorizing Val Verde County Court-At-Law DWI/Drug Specialty Court to apply and/or accept award, if any, pertaining to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), 2017-2018 Adult Drug Court Discretionary Grant Program Application.

**ORDER
#17-009**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve Resolution author- in the application and award to come back to the court for approval.		W, O, N, F, EVV		

Martin Wardlaw, County Commissioners Pct. 1

16. Consider and act upon TxCDBG 713076 and TxCDBG 713125 Escondido and Rancho Del Rio Water Line Project, requesting an additional 3 month extension to complete all work and authorization to advertise for bids for work construction.

**ORDER
#17-010**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
W	N		Motion to go out for bids for HWY 90 portion (with bid deduction)		W, O, N, F, EVV		

[Clerk's note: Court took 10 min break.]

17. Discussion and possible action on issuing Commissioner Martin Wardlaw a Val Verde County credit card.

**ORDER
#17-011**

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

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

18. Discussion and possible action on sign for La Loma De La Cruz Cemetery.

ORDER
N/A

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

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

19. Discussion and possible action on use of money donated by the Masonic Lodge for Battered Women's Shelter.

ORDER
#17-012

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
F	W		Motion to deposit in the current		W, O, N, F, EVV		
		F	Welfare account for the benefit & use of	W			
			Women's shelter occupants only.				

20. Discussion and possible action on paying labor cost for Battered Women's Shelter construction out of cycle.

ORDER
#17-013

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	F		Motion to approve and pay contractor's		W, O, N, F, EVV		
			bills out-of-cycle.				

21. Discussion and possible action on paying labor cost for Animal Control construction out of cycle.

ORDER
#17-014

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	F		Motion to pay labor cost for Animal		W, O, N, F, EVV		
			Control out-of-cycle.				

22. Discussion and possible action on lease agreement between Val Verde County and Bobby Paul for the use of the Val Verde County Fairgrounds for the George Paul Memorial Bull riding (April 28th 2017 & April 29th 2017).

ORDER
#17-015

MOTION	2 ND	AM END	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve lease agreement		W, O, N, F, EVV		
			and authorize Judge to sign.				

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

Beatriz I. Munoz, Tax Assessor Collector

23. Formal filing of Tax Assessor Collector's Annual Continued Education Transcript pursuant to Texas Tax Code Section 6.231 and requesting approval to include in the minutes of commissioners court meeting.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER #17-016	N	F	Motion to accept and file in minutes.		W, O, N, F, EVV		

Generosa Gracia-Ramon, Val Verde County Clerk

24. Discussion and possible action for approval of newly elected, re-elected and expired officials' bonds.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER #17-017	N	F	Motion to approve as presented and		W, O, N, F, EVV		
		N	add the bond for Reserve Deputy Constable Wingo (Prct. #3).				

Rogelio R. Musquiz Jr., Purchasing Agent

25. Discussion and possible action on the recommendation from the RFQ selection committee to award contracts to selected firm for providing Administrative and Engineering services for the Texas Community Development Block Grant awarded from the Texas Department of Agriculture Office of Rural Affairs (TDA) for water system improvements.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER #17-018	N	F	Motion to accept TRC engineers for Water system improvements.		W, O, N, F, EVV		
ORDER #17-019	O	N	Motion to accept the administrative bid from Esser & Company for Water System improvements. (Chart attached in the minutes.)		W, O, N, F, EVV		

26. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER #17-020	N	O	Motion to approve list as presented- To include Civic Plus- website support (last part of contract due) bill for \$21,000 to be paid out of contingency.		W, O, N, F, EVV		

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

27. Discussion and possible action regarding the payment of the Sugar and Spice invoice.

ORDER #17-021

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve Sugar & Spice invoice for \$2700.71 to be paid from Special Events.		W, N, F, EVV	O	

28. Discussion and possible action regarding Capital outlay expenditures Office equipment \$25,200.00 District Clerks Office.

ORDER #17-022

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to deny.		W, Q, N, F, EVV		

Jerry Hernandez, County Constable Pct.4

29. Discussion and possible action on issuing a Val Verde County travel credit card.

ORDER #17-023

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

Roger Cerny, County Health Inspector

30. Discussion and possible action - Vacating of Amistad North Shores Tract #4.

ORDER #17-024

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to approve a vacation of the North Shores Tract #4 contingent on Review of the Order by the County Attorney and Commissioner Nettleton Will also review.		W, O, N, F, EVV		

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

31. Discussion and possible action – Vacating the Rancho Agua Vista Unit III and the commercial reserve tract A and the covenants of both.

ORDER #17-025

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to place objections in the minutes of the meeting and the request To withdraw the application be Approved.		W, O, N, F, EVV		

Aaron Rodriguez, County Treasurer

32. Monthly Treasurer's Report.

ORDER #17-026

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

Juanita Barrera, County HR Director

33. Presentation of reward Healthy County Check to Val Verde County in the amount of \$597.51.

ORDER #17-027

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to accept the check In the amount of \$597.51.		W, O, N, F, EVV		

34. HR Monthly Report.

- A. Lewis Owens, Commissioner Bldg. & Maintenance, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Francisco Cerna, Maintenance Carpenter, effective December 14, 2016. Mr. Cerna has resigned.
- B. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Beatriz Navarro, Librarian II, effective December 14, 2016. Ms. Navarro was terminated.
- C. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks To Jaqueline Vasquez, who was promoted to Librarian II, with an annual salary of \$25,600.00 effective December 24, 2016. Ms. Vasquez is replacing Beatriz Navarro who was terminated.
- D. Generosa Ramon, County Clerk, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Jaime Lozano, Deputy Clerk I, effective December 16, 2016. Mr. Lozano resigned.

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

E. Generosa Ramon, County Clerk, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Mary Aguirre, Deputy Clerk I, with an annual salary of \$21,450.00 effective December 29, 2016. Ms. Aguirre is replacing Jaime Lozano who has resigned.

F. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Jennifer DeHaan, Communications Opr., effective December 28, 2016. Ms. DeHaan resigned.

G. Ana Smith Markowski, County Attorney, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Sydni Connell, 2nd Assistant County Attorney, effective December 30, 2016. Ms. Connell resigned.

H. Efrain Valdez, County Judge, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Fred Hernandez, District Attorney, effective December 30, 2016.

I. Efrain Valdez, County Judge, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Fred Hernandez, District Attorney, effective December 30, 2016.

J. Efrain Valdez, County Judge, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Ramiro Ramon, Commissioner Pct. 1, effective December 30, 2016.

K. Efrain Valdez, County Judge, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Martin Wardlaw, Commissioner Pct. 1, with an annual salary of \$51,211.66 effective January 1, 2017.

L. Efrain Valdez, County Judge, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Johnny Felton, Constable Pct. 4, effective December 30, 2016.

M. Efrain Valdez, County Judge, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Gerardo Hernandez, Constable Pct. 4, with an annual salary of \$42,158.18 effective January 1, 2017.

N. Efrain Valdez, County Judge, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Christina Nass, County Agent, effective December 30, 2016. Ms. Nass has retired.

O. Martin Wardlaw, Commissioner Pct. 1, is requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Juan DeHoyos, Foreman effective December 30, 2016. Mr. DeHoyos has retired.

P. Jo Ann Cervantes, District Clerk, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Sandra Luna, Deputy Clerk II, effective January 2, 2017. Ms. Luna resigned.

ORDER
#17-028

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

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

Matthew Weingardt, County Auditor

35. Monthly Auditor's Report.

**ORDER
#17-029**

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

Ana Markowski Smith, County Attorney

36. Discussion and possible action regarding authority to hire a temporary or part-time Assistant County Attorney until the vacant position is filled.

**ORDER
#17-030**

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

37. 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. (Clerk's note: 11:00 a.m. start)

38. 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.

39. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.

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.

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

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

EXECUTIVE SESSION: v §551.071(1) (A) §551.071(1) (A) §551.071(2) X §551.071(1) (B) §551.072 X
 OTHER 11:00 a.m. BEGAN @ 11:55 a.m. ENDED @ BREAK @ RESUMED @ ACTION AFTER EX:
 None

ORDER
N/A

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

40. Approving subdivision Plats.

ORDER
N/A

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

41. Approving Certificates of Compliance

ORDER
N/A

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

42. Approving Monthly Reports from Elected Officials:

ORDER
#17-031

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

43. Approving bills for payment:

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

**ORDER
#17-032**

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

44. Elected official's comments:

45. Judge's Comments:

46. Adjourn:

ADDENDUM

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

Rogelio Musquiz, County Purchasing Agent

1. Discussion and possible action to approve a purchase of a Panasonic Laptop Tough book for \$1,594.52 for Constable Pct. 3.

**ORDER
#17-033**

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve.		W, O, N, F, EVV		

2. Roger Cerny, holding Public Hearing regarding the request by owners of Rancho Agua Vista LLC to vacate Unit III and the commercial reserve tract A and the covenants of both.

**ORDER
N/A**

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
			Request withdrawn at the beginning of the Meeting.				

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

The foregoing, recorded in Volume _____, pages _____, inclusive, was on this the 13th day of February A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,

EFRAIN V. VALDEZ
COUNTY JUDGE

ATTEST:

GENEROSA GRACIA-RAMON
COUNTY CLERK

DRAFT

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



COMMISSIONER'S COURT MINUTES
FEBRUARY 1ST SPECIAL TERM, A.D. 2017

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

BE IT REMEMBERED that on this the 1ST day of February A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, 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.
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:

Martin Wardlaw, County Commissioners Pct. 1

4. Discussion and possible action on hiring a temporary construction foreman for the installation of water line in Pct. 1 to Escondido Estates.

Motion	2nd Amend	Amendment/Notes	Accept	AYES	NOES	ABST
W	F	Motion to approve the hiring of Joe Jackson as construction foreman on a day to day basis at \$150.00 per day to be paid out of the 2016 Tax Note, Pct. 1, \$17,000 line item.		W,F,N,O,		
				EVV		

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.

MOTION KEY:
 EFRAIN V VALDEZ= EVV
 COMM WARDLAW=W
 COMM OWENS=O
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

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

ATTENDING

COUNTY STAFF/DEPTS:

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

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

The foregoing, recorded in Volume _____, pages _____ inclusive, was on this the 13th day of February A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,

EFRAIN V. VALDEZ
COUNTY JUDGE

ATTEST:

GENEROSA GRACIA-RAMON
COUNTY CLERK

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



Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

*Put in
agenda for
Feb to be #6
paid*

INVOICE
January 27, 2017

Val Verde County
Efrain v. Valdez, County Judge
P.O.Box 4250
Del Rio, TX 78841

Project ID: 22092211038
Customer ID: 050233
Invoice Date: 01/27/2017
Due Date: 02/16/2017
Amount Due: \$188,351.42

To Whom It May Concern:

The above reference project has been completed and accepted by the State. Final auditing by this office revealed additional funds due to the Texas Department of Transportation (TxDOT).

Please refer to the attached final Statement of Cost to see the breakdown of total construction costs, advanced payments received to cover the local's share of the estimated costs and the remaining balance due. Please remit a check made payable to the "Texas Department of Transportation" in the amount shown above within 30 days from receipt of this letter.

Forward all payments to:

Texas Department of Transportation
ATTN: Revenue Management
P.O. Box 149001
Austin, TX 78714-9001

To ensure proper credit to your account, please include the above referenced **Project ID** on all payments and/or correspondence. For clarity and tracking purposes, it is strongly suggested that this payment not be combined with any other transactions to TxDOT.

If you should have any questions concerning this matter, please refer to the district contact listed on the attached Statement of Cost.

Sincerely,

Stephen Stewart, CPA
Director, Financial Management Division

RECEIVED
2017
JAN 27 10 11 AM

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

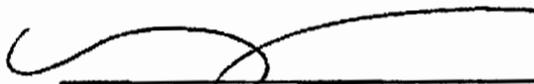
#6

STATEMENT OF COST
Val Verde County

PROJECT	Reimbursements		Border Colonia	TOTAL
	Design/Review CNSTF-LGPT	to Date CNSTF-LGPR		
TxDOT PROJECT #				
CSJ 0922-11-038	\$ 28,192.12	\$ 139,551.30	\$ 20,608.00	\$ 188,351.42

	% Participation	
Entity Share Of Design/Review	0.00%	28,192.12
Entity Share of Construction	0.00%	139,551.30
Border Colonia Invoice #1 of 6/25/13	0.00%	20,608.00
Total Amount Chargeable To Entity		188,351.42
Entity Share of Construction Paid Up Front	0.00%	0.00
Advanced Cash Payments		0.00
Less Amount Chargeable		188,351.42
Total Amount Due from Entity		188,351.42

Certified Correct:



1/27/17

Name: Melisa D. Montemayor
Title: Laredo District Administrator
TEL. (956) 712-7456

Date:

#1

Progress report for the LAFB West Gate Project

February 13, 2017

Completed Tasks:

- Roof Framing
- Water Main Installation
- Interior Wall Framing
- Parking Lot Grade Prep

Scheduled Activities for this Month:

Target Date

- | | |
|------------------------------------|--------|
| Plumbing/Electrical/Comm. Rough in | 10-Feb |
| Roof Flashing / panels | 10-Feb |
| Lot Lighting poles | 17-Feb |
| Overhead Doors | 17-Feb |
| Install Permanent Power | 4-Aug |

Concerns:

- Decision on the fill spec's for grade.
- LEED holding at 94.7%

Change Order Status:

Payment Status

#1.	19-Sep-16	Rock Excavation at Slab	\$ 9,252.00	Complete
#2.	11-Oct-16	Permanent Power for Site	\$ 23,693.86	Complete
#3.	11-Oct-16	Trap Primer Canine Room	\$ 805.28	Complete
#4.	15-Oct-16	Door Change 114	\$ 8,398.17	Complete

\$ 42,149.31

#8

CHARLES WILLIS & ASSOCIATES, INC.

Architects • Planners • Aviation Consultants 1161 Corporate Drive West, Ste.150 Arlington, TX 76006 (817) 261-1863 cwillis@cwainc.net

February 8, 2017

Roy Musquiz
400 Pecan St.
Del Rio, TX 78840

Dear Roy,

As of this week, we have received at least 98 project submittals from Allbrite Construction. As you know, submittals are provided by the contractor to CWA, Inc. for conformance review and approval of the proposed components and materials to be used for the building's construction. Approximately 70% of them have been returned to the contractor due to non-compliance with the specifications, for LEED reasons or because of incomplete information. In some cases, we receive re-submittals that must be returned to the contractor for revisions a second time because of failure to address our previous review comments. In other instances, we received revised submittals for a third (3rd) time before they were approved.

In addition, we have responded to more than a 110 Requests for Information (RFI), all of which require our attention and, in most cases, require the consultation with and response from our consultants. This process takes a substantial amount of time, detailed coordination and tracking.

As of this week, we have received the 14th change order. Evaluating and processing change orders has also proven to be very challenging, requiring very intense review and time spent is considerable. For example, Change Order #10 required more than 20 man hours to review and prepare responses and it was returned to Allbrite for revision and resubmittal, so we will see it again, which will require additional time spent.

As a result, the work load on our staff is drastically beyond what was anticipated when we prepared our fee estimates for construction administration of the LAFB project. Instead of one person working part of their time on this process, we now require two or three people working almost full-time in order to provide the timely response that the very aggressive construction schedule demands. Although the project specifications allow seven days for our review, we are responding in one or two days in most cases.

As a result, we will soon exceed our original authorized fees before the project is completed and the funds could be exhausted by early February 2017. The contractor's latest schedule shows a completion date in mid June 2017, which is about four and one half months later. There will be a close-out phase beyond that, however, we have a budget for that process.

Given the need for our continued level of involvement through the final construction, I request that additional fees be authorized for the construction administration phase of the work, and be increased by \$26,750.00 to cover the February 1 – June 15, 2017 time frame. This amount is based on the assumption that RFI's, change orders and other communications will intensify, although the number of product submittals are anticipated to decline as the final stages of construction occur. We estimate that approximately 258 additional man hours

over our existing total of 300 for construction administration. I have attached a revised Fee Analysis that reflects this increase.

Because we have not used as many Resident Project Representative man hours as we initially estimated, the increase in construction administration fees is essentially off-set by the reduced RPR hours and no additional fees beyond our existing contract amount is requested. As of 01/15/2017, we have used about 35% of the allocated fees from RPR but the project is about 57% complete. The difference between actual vs. planned RPR hours is \$28,542.00 as shown on the attached RPR/Construction Administration Worksheet. We will still have sufficient RPR funds to complete the project if it is completed by mid June 2017.

I regret having to make this request, but the reality is that this project is not typical of most other projects of a similar scope. For example, a recently completed 23,000 square foot Police aircraft maintenance facility with 3,000 square feet of office space had only 77 submittals for the entire project, and 101 RFI's. It was much more complex than the LAFB project, which is only about 4,500 square feet. And, we are just over 50% of the project. The aggressive construction schedule, plus the need to meet LEED Silver certification and the need to meet USAF construction criteria have added substantially to our management work load and to our expense.

Please contact me with any questions or if you need additional information.

Best regards,



Charles Willis, AIA, NCARB
President
Charles Willis & Associates, Inc.
1161 Corporate Drive West, Suite 150
Arlington, Texas 76006
(817) 261-1863 Office
(817) 455-4098 Cell
cwillis@cwainc.net

#11

QUOTE CONFIRMATION



DEAR RAMIRO BARRERA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HRJR072	2/2/2017	HRJR072	3005603	\$580.06

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Xerox WorkCentre 3335/DNI - MFP (B/W)(5849-650) <small>savings=\$189. Edge 3/21)</small> Mfg. Part#: 3335/DNI UNSPSC: 44101503 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	2	4284359	\$290.03	\$580.06

PURCHASER BILLING INFO	SUBTOTAL	\$580.06
Billing Address: VAL VERDE COUNTY ACCTS PAYABLE 901 N BEDELL AVE STE A DEL RIO, TX 78840-4170 Phone: (830) 774-7505 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$580.06
DELIVER TO	Please remit payments to:	
Shipping Address: VAL VERDE COUNTY RAMIRO BARRERA 901 N BEDELL AVE STE A DEL RIO, TX 78840-4170 Phone: (830) 774-7505 Shipping Method: FEDEX Ground	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Darius Menafield	|	(866) 448-3728	|	darimen@cdwg.com
--	------------------	--	----------------	--	------------------

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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11

QUOTE CONFIRMATION



DEAR RAMIRO BARRERA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HQXV554	1/25/2017	HQXV554	3005603	\$484.03

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Veri Work Centre 6515 DNI - MFP (color) (5599-\$100 savings-\$499, Ends 2/31)	1	4363385	\$484.03	\$484.03
Mfg. Part#: 6515/DNI UNSPSC: 44101503 Contract: TCPN Technology & IWB Solutions Products Services (R160201)				

PURCHASER BILLING INFO		SUBTOTAL	\$484.03
Billing Address: VAL VERDE COUNTY ACCTS PAYABLE 901 N BEDELL AVE STE A DEL RIO, TX 78840-4170 Phone: (830) 774-7505 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$484.03
		DELIVER TO Shipping Address: VAL VERDE COUNTY RAMIRO BARRERA 400 PECAN ST DEL RIO, TX 78840-5140 Shipping Method: UPS Ground		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Darius Menafield |	(866) 448-3728 | darimen@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at www.cdw.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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11#

COUNTY OF VAL VERDE PURCHASE REQUISITION

VENDOR: CDW-GOVERNMENT

NO. 1: _____

NO. 2: _____

NO. 3: _____

DEPARTMENT: PAT COLE, JP PCT. 3

DATE OF REQUISITION: FEBRUARY 2, 2017

DATE REQUIRED: A.S.A.P

SHIPPING ADDRESS: 309 MILL ST. 2ND FLOOR, STE. B.

PURCHASE ORDER NO.: _____

QUANTITY	DESCRIPTION AND SPECIFICATIONS	UNIT PRICE	TOTAL AMOUNT	NO. 1	NO. 2	NO. 3
2	XEROX WORKCENTRE 3335/DNI-MFP (B/W) CDW# 4284359	\$290.03	\$580.06			
1	XEROX WORKCENTRE 6515/DNI-MFP (COLOR) CDW# 4363385	\$480.03	\$480.03			
	TECHNOLOGY FUND					

***PURCHASE REQUISITION WILL NOT BE APPROVED IF THESE ITEMS ARE INCOMPLETE.**

APPROVED: _____

ELECTED OFFICIAL/DEPARTMENT HEAD COUNTY AUDITOR PURCHASING AGENT

FOR AUDITOR'S USE:

VENDOR NO.	AMOUNT	VENDOR INVOICE NO.	FUND	BUDGETED AMOUNT	EXPENDED TO DATE	BALANCE

ORIGINAL → Purchasing Agent YELLOW COPY → County Auditor PINK COPY → County Judge

VOL. 48 PAGE 159

12

Contract
MANAGEMENT/ADMINISTRATION SERVICES

For County of Val Verde
Texas Department of Agriculture
Colonia Construction Fund TxCDBG 7216075

PART I
AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this 13th day of February, 2017, by and between Val Verde County hereinafter called the "County", acting herein by Efrain Valdez, Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "the Contractor", acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, Val Verde County desires to implement the Texas Community Development Colonia Construction Fund TxCDBG 7216075 to construct water facility improvements for the San Felipe Pastures and Cienegas Terrace Colonia areas under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional /administration services in connection with this TxCDBG Project, Contract Number 7216075.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on February 13th 2017. In any event, all of the services required and performed hereunder shall be completed no later than sixty days after the contract end date of November 29, 2018.
3. Local Program Liaison - For purposes of this Contract, the Val Verde County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$50,000.00**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency

members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

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

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

BY: Efrain Valdez
Local County Official)

Efrain Valdez

(Printed Name)

Val Verde County Judge

(Title)

BY: Carl Esser
(Contractor's Authorized Representative)

Carl Esser

(Printed Name)

Consultant, Esser & Company Consulting LLC

(Title)

OP

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services: *(choose contracted services)*

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Val Verde County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish Val Verde County with necessary forms and procedures required for implementation of project.
6. Assist Val Verde County in meeting all special condition requirements that may be stipulated in the contract between Val Verde County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Reports for Val Verde County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to Val Verde County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for Val Verde County's signature to acquire the property or to secure an easement; and
 - Assist Val Verde County in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for Val Verde County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

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

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

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

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist Val Verde County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist Val Verde County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist Val Verde County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist Val Verde County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Val Verde County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by Val Verde County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to Val Verde County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist Val Verde County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.

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

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist Val Verde County in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist Val Verde County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist Val Verde County in resolving any monitoring and audit findings.
3. Assist Val Verde County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

**PART III
PAYMENT SCHEDULE**

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

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

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Administrative Scope of Services.

PART IV
TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the Val Verde County. Val Verde County may at any time and for any reason terminate Contractor's services and work at Val Verde County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Val Verde County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Val Verde County for any additional compensation or damages in the event of such termination and payment.

3. Changes. Val Verde County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial

Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Val Verde County.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of Val Verde County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Val Verde County thereto; Provided, however, that claims for money by the Contractor from Val Verde County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to Val Verde County.
7. Reports and Information. The Contractor, at such times and in such forms as Val Verde County may require, shall furnish Val Verde County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that Val Verde County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. Val Verde County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of Val Verde County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save Val Verde County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of Val Verde County and no other officer, employee, or agent of Val Verde County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and Val Verde County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and Val Verde County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and Val Verde County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

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

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

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

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT B

BUDGET

COUNTY OF VAL VERDE

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W Water Improvements - Total	\$440,050	\$25,000	\$465,050
Water Improvements-Construction	\$352,040	\$25,000 ¹	\$377,040
Water Improvements-Engineering	\$88,010	\$0	\$88,010
14A Rehab: Single-Unit Water Service - Total	\$9,950	\$0	\$9,950
Rehab: Single-Unit Water Service-Construction	\$7,960	\$0	\$7,960
Rehab: Single-Unit Water Service-Engineering	\$1,990	\$0	\$1,990
21A General Program Administration - Total	\$50,000	\$0	\$50,000
TOTALS	\$500,000	\$25,000	\$525,000

Source of Other Funds:

1 - Val Verde County, In-kind

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CONTRACT FOR ENGINEERING SERVICES

PART I - AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this 13 day of February, 2017, by and between Val Verde County, Texas, hereinafter called the "County", acting herein by Efrain Valdez, County Judge hereunto duly authorized, and TRC Engineers, Inc. hereinafter called "Firm", acting herein by S. Jared Niemann, P.E.

WITNESSETH THAT:

WHEREAS, the County of Val Verde, Texas desires to implement the following: water system improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage professional engineers to render certain services in connection with the TxCDBG Project, Contract Number 7216075.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

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

2. Time of Performance

The services of the Firm shall commence on the date of the County's contract execution with the Texas Community Department Block Grant Program. In any event, all of the services required and performed hereunder shall be completed no later than the completion date in the County's contract with the Texas Community Department Block Grant Program.

3. Local Program Liaison

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

4. Access to Records

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.

5. Retention of Records

The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$90,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

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9. Extent of Agreement

This Agreement, which includes Parts I-V and Attachment A represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the County and the Firm.

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

VAL VERDE COUNTY, TEXAS

TRC ENGINEERS, INC.

By: *Efrain Valdez*
Efrain Valdez
County Judge

By: *S. Jared Niemann*
S. Jared Niemann, P.E.
Project Manager

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PART II
PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Furnish the County a written monthly status report at least seven (7) days prior to the regularly scheduled commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
6. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
7. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
8. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
9. Tabulate, analyze, and review bids for completeness and accuracy.
10. Pre-construction conference.
11. Issue Notice to Proceed to construction contractor.
12. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
13. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
14. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.

15. Make two (2) visits, during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
16. Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by the County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
17. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
18. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
19. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
20. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDA, unless State or local law provides otherwise.
21. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
22. Conduct interim/final inspections.
23. Revise contract drawings to show the work as actually constructed, and furnish the County with a set of "record drawings" plans.
24. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

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SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C.

3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and

- g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, Texas Comptroller of Public Accounts, Comptroller General of the United States, U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from the County and at the Firm's expense if the deficiency is due to Firm's negligence. The County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for

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or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

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PART III
PAYMENT SCHEDULE
PROFESSIONAL ENGINEERING SERVICES

The County shall reimburse TRC Engineers for ENGINEERING SERVICES provided upon completion of the following project MILESTONES per the following percentages of the maximum Contract amount:

Basic Engineering Service Milestone

	Basic Fee	<u>\$83,000.00</u>
1. Completion of preliminary engineering Plans and Specifications.		20%
2. Completion of final plans and specifications, and completion of bid advertisements and contract award.		30%
3. Start of Construction		35%
4. Completion of all Interim and Final Inspections		5%
5. Completion of Record Drawing		5%
6. TXCDBG Closeout Requirements		5%
	TOTAL	100%

SPECIAL SERVICES:

The fee for all Special Services (topographical surveying) shall not exceed a total of Seven Thousand and 00/100 (\$7,000.00) upon completion of surveying and necessary field data. The payment for these Special Services shall be paid as a lump sum.

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**PART IV
TERMS AND CONDITIONS**

PROFESSIONAL MANAGEMENT, ENGINEERING SERVICES

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

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

2. Termination for Convenience of the County. The County may at any time and for any reason terminate Contractor's services and work at the County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by the County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against the County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall

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consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

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

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

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

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

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

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

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

12. Conflicts of interest.

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

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

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FEDERAL CIVIL RIGHTS COMPLIANCE

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity", and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

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administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000). The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

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any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

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- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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PART V
PROJECT TIME SCHEDULE

Val Verde County Vega Verde and Paisano CDBG Project Preliminary Project Time Schedule																					
ID	Task Name	Duration	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	Conceptual Phase	15 days	█																		
2	Preliminary Design Phase Surveying	30 days	█	█																	
3	Preliminary Design	30 days		█	█																
4	City Review	10 days			█	█															
5	Final Design Phase	15 days				█	█														
6	City Review	15 days					█	█													
7	Bid Preparation, Evaluation and Contract Documents	15 days						█	█												
8	Advertising for Bids	21 days							█	█											
9	Contract Award	30 days								█	█										
10	Preparation of Contract Documents	30 days									█	█									
11	Construction Phase	180 days											█	█	█	█	█	█	█	█	█

TxCDBG Contract No. 7216075	Critical	=====	Finish-only	⌋	Manual Summary	=====
	Critical Split	.....	Duration-only		Project Summary	=====
	Critical Progress	=====	Baseline	=====	External Tasks	=====
	Task	.....	Baseline Split	.....	External Milestone	◀
	Split	.....	Baseline Milestone	○	Inactive Task	.....
	Task Progress	=====	Milestone	◆	Inactive Milestone	.....
	Manual Task		Summary Progress	=====	Inactive Summary
	Start-only	L	Summary	=====	Deadline	↓

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EXHIBIT 1
MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite:

Name	Date Cleared by Grant Administrator

**This report may be e-mailed or faxed to the Grant Recipient*

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Attachment "A"
TRC ENGINEERS, INC.

Attachment "A" will only apply to supplemental engineering services that extend beyond the original scope of Work outlined in this agreement.

A. RECORDS

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

B. WAGE RATES

3.24 times salary cost

C. REIMBURSABLE EXPENSES

- **Project Expenses** – will be invoiced at a 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses and field expendables).
- **Customer Requested Expenses** - outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at **cost plus 10%**.
- **Mileage - Travel from portal to portal or between locations will be charged at 53.5 cents per mile.**
- **Per Diem Expenses** - Hotels and Meals will be charged per US government specification see www.perdiemrates.html .
- **Travel Expense** - Airfare, car rental, taxi, parking and tolls will be invoiced at **Cost +10%**.

D. SUBCONTRACTS

An administrative fee of 10% will be added to the invoice cost of subcontracts administered by TRC Engineers, Inc.

E. TERMS

Customer will make payment to Contractor within **thirty (30) days** after receipt of invoice and are subject to TRC Engineers, Inc. standard general terms and conditions.

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



George Paul Memorial Bullriding



WORLDS' GREATEST BULLRIDING

P.O. Box 421133 • Del Rio, Texas 78842
Phone (830) 775-9595

Honorable Efrain Valdez and Val Verde Commissioners Court

Val Verde County Courthouse

Del Rio, Texas 78840

Re: Application, 40th George Paul Memorial Bull Riding, April 28-29, 2017

Honorable Judge Valdez and Commissioners:

The completed application for the referenced event is attached. The event is Friday and Saturday nights, April 28-29, 2017 this year.

FOX SPORTS 2 will televise the George Paul, the oldest continuous bull riding in the world which honors my late brother George. As one of the youngest world champions in the history of professional rodeo, at the age of 21 years old, he was crowned the RCA's World Champion Bull Rider in 1968 and is the only man to ride 79 consecutive bulls (World Record). George has been inducted into the Pro Rodeo Hall of Fame in Colorado Springs, CO, The Rodeo Hall of Fame at the National Cowboy and Western Heritage Museum in Oklahoma City, OK, the Texas Rodeo Hall of Fame in Fort Worth, TX, and also The Bull Riding Hall of Fame in Fort Worth, TX.

Your sponsorship of \$ 4800.00 once again will help promote Val Verde County through the nation-wide telecast. 80 million households will be able to view the 40th George Paul Memorial Bull Riding and national as well as international audiences will have the opportunity to be educated to the beauty, historical significance and tourism aspects of our community.

Please feel free to contact me should you have any questions and thank you for assisting in presenting our incredible community to millions of bull riding and outdoor enthusiasts.

Very truly yours,

Bobby & Bonnie Paul - Producers

LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and The **ABO Youth NFL Flag Football League** ("Lessee"), for the lease of premises known as (60 acres). For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on Saturday, March 25, 2017 and shall terminate on Sunday, June 11, 2017.

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

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 1.00 for time specified payable in advance due on March 25, 2017. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition. Furthermore, Lessee warrants it has complied with all applicable laws.

5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of \$1,000,000 that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this Lease Agreement is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

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

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7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

8. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

9. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.

10. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

11. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

12. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.

13. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.

15. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

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

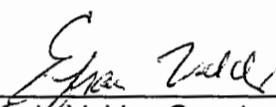
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material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

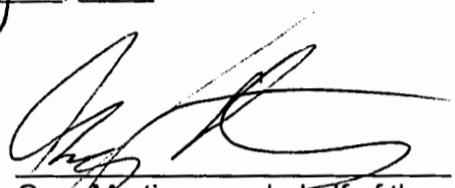
17. Description of property: Soccer Fields (60 acres) located at 2414 Dodson Ave.

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

EXECUTED on this 13th day of February, 2017.



Efrain Valdez County Judge
On behalf of Val Verde County



Greg Martinez, on behalf of the
ABO Youth NFL Flag Football
League

Presented to Val Verde Commissioners Court on 2, 13, 17 and made a part of the court's minutes.

#26

Bills to be present in Court January 9, 2017					
P.O. Issue Date					
Vendor	Department	Amount	PO #	Invoice Date	Purchase Order Date
Cordant Health Solutions	Court at Law	\$ 194.00	48144	10/1/2017	10/4/2017
DS Water	83rd District Court	\$ 8.99	49049	12/29/2016	1/5/2017
Raymundo Rodriguez Jr.	Precinct 4	\$ 46.00	49110	1/5/2017	1/11/2016
Weber Construction	Precinct 4	\$ 399.15	49104	1/6/2017	1/11/2017
No P.O.					
Vendor	Department	Amount		Invoice Date	No PO
Card Service Center	Veterans Office	\$ 766.34		1/8/2017	No PO
DS Water	District Clerk	\$ 16.00		12/19/2016	No PO
DS Water	63rd District Court	\$ 11.06		12/19/2016	No PO
DS Water	Court at Law	\$ 14.78		12/29/2016	No PO
DS Water	JP2	\$ 19.28		12/29/2016	No PO
Iron Mountain	District Clerk	\$ 75.00		12/31/2016	No PO

CUSTOMER INFORMATION (Please type or print):	
Organization Name: (Full Legal Name)	83rd Judicial District Judge
Billing Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually
Physical Address	
Street Address:	100 E Broadway St Fl 3
City:	Del Rio
State:	TX
Zip:	78840
County:	Val Verde
Telephone:	830-774-7654
Fax:	
Parent Company: (if applicable)	

Type of Organization:

Legislative Judicial Executive

Professional User: _____

Practicing Area of Law: _____

Support Staff: _____

Employer Identification Number: _____

Bar No: _____

Issuing State: TX

Date Issued/Expiration Date: _____

Organization Web Address: _____

Tax Exempt: Yes (attach Sales Tax Exemption Certificate)

MSA: Yes No

No

Tax ID No: _____

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Robert Cadena	830-774-7654	rcadena@valverdecountry.org
Billing:	Robert Cadena	830-774-7654	rcadena@valverdecountry.org
Policy/Legal Notification:	Robert Cadena	830-774-7654	rcadena@valverdecountry.org
Scheduling/Training:	Robert Cadena	830-774-7654	rcadena@valverdecountry.org
	Name	Telephone	
Super Admin:	Robert Cadena	830-774-7654	
	Email	IP Address	
	rcadena@valverdecountry.org		

2.3 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period:	Monthly Installment:
Activation to 2/28/2017	\$0
3/1/2017 - 2/28/2018	\$68.00
3/1/2018 - 2/28/2019	\$68.00
3/1/2019 - 2/29/2020	\$68.00

2.4 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified below is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

Number of Government Professional Users:	
---	--

3. Miscellaneous

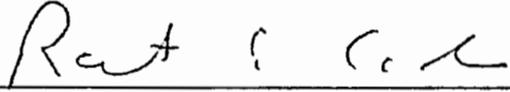
Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

4. Closed Offer

The prices and other terms are subject to change to if Subscriber has not submitted a signed original or copy on or before

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance.

AGREED TO AND ACCEPTED BY:

Subscriber: 83rd Judicial District Judge	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Robert E. Cadena
Job Title:	83rd Judicial District Judge
Date:	February 7, 2017

#33

Racial Profiling Report

January 2016 – December 2016

African-American	33
Asian	2
Caucasian	555
Hispanic	4088
Middle Eastern	3
Native American	0
TOTAL:	4,681

DWIs	19
TS-CIS	53
CopSync	2
TS-Warrant Arrests	57
TOTAL ARRESTS:	131

Number of Traffic Stops	Type of Traffic Stops
4624	Citations Only
57	Arrest Only
0	Both
Total:	4,681

Consensual	Probable Cause	Incident to Arrest
754	27	2
TOTAL SEARCHES:	783	



III. DEFINITIONS

Most of the following terms appear in this order. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within a deputy's knowledge and of which the deputy had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulate, objective facts which lead an experienced deputy to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.

- J. Stop: The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is investigative detention.

IV. PROCEDURES

A. General responsibilities

1. Deputies are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, national origin, citizenship, religion, ethnicity, age, gender, color, creed, sexual orientation, disability, or economic status. These characteristics, however, may form part of reasonable suspicion or probable cause when deputies are seeking a suspect with one or more of these attributes. (TBP: 2.01.1)
2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Deputies shall document the elements of reasonable suspicion and probable cause in appropriate reports.
3. Deputies shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, deputies shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the deputy disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Deputies shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.

- b. All personnel shall courteously accept, document, and forward to the Sheriff any complaints made by an individual against the department. Furthermore, deputies shall provide information on the complaints process and shall give copies of "How to Make a Complaint" when appropriate.
5. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on individual's well-being unless the explanation would undermine an investigation or jeopardize a deputy's safety. When concluding an encounter, personnel shall thank him or her for cooperating.
6. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.

6. Supervisors shall facilitate the filing of any complaints about law enforcement service.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01.1)

1. Deputies shall complete all training required by state law regarding bias based profiling.

V. COMPLAINTS

- A. The department shall publish "How to Make a Complaint" folders and make them available at all county facilities and other public locations throughout the county. The Sheriff's Office complaint process and its bias based profiling policy will be posted on the department's website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.
- B. Complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 2.4.
- C. Complainants will be notified of the results of the investigations when such investigation is completed.

VI. RECORD KEEPING

- A. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.
- B. The information collected above will be reported to the county commissioners.
- C. The information will also be reported to TCLEOSE in the required format.

TEXAS COMMISSION ON LAW ENFORCEMENT
What are the Reasons an Agency can File a Tier 1 or Tier 2 Report?

Tier 1 - Audio/Video Equipped: agency vehicles that conduct motor vehicle stops are equipped with video and audio equipment and the agency certifies it maintains videos for 90days.

Tier 1 - No Funding: In accordance with Texas Code of Criminal Procedure 2.135(a)(2) the agency has requested and not received funds to install the recording equipment.

Tier 2 - No Audio/Video: the agency has no motor vehicle or audio equipment.

Tier 2 - Chose Full Reporting: the agency chose to fully report even though it qualified for the partial exemption.

X 36

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

RESOLUTION

**RESOLUTION IN SUPPORT OF LOCAL BORDER
SECURITY PROGRAM (LBSP) 2018 #2995203**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the Local Border Security Program (LBSP) 2018 #2995203 grant;

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

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

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

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

1136

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application Local Border Security Program (LBSP) 2018 #2995203, award.

PASSED, ADOPTED, APPROVED and FILED on this the 13th day of February, 2017.

Efrain Valdez

**The Honorable Efrain Valdez
County Judge**

Martin Wardlaw

**The Honorable Martin Wardlaw
Commissioner, Pct. #1**

Lewis G. Owens

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

Robert Beau Nettleton

**The Honorable Robert Beau Nettleton
Commissioner, Pct. #3**

Gustavo Flores

**The Honorable Gustavo Flores
Commissioner, Pct. #4**

ATTEST:

Generosa Gracia-Ramon

**The Honorable Generosa Gracia-Ramon
County Clerk**





#50

**Office of the Governor - Homeland Security Grants Division
2018 Local Border Security Program (LBSP)
Request for Applications (RFA)**

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting grant applications for projects that support Operation Border Star during state fiscal year 2018.

Purpose: The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- 1) Increase the effectiveness and impact of Steady State and Surge Operations.
- 2) Reduce border-related criminal activity in Texas.
- 3) Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- 4) Decrease the supply of drugs smuggled into and through Texas from Mexico.
- 5) Disrupt and deter operations of gang and cartel criminal organizations.
- 6) Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- 7) Decrease use of specific areas for crime as targeted in directed action missions.
- 8) Increase the effectiveness of air operations mission planning and prioritization.
- 9) Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
- 10) Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
- 11) Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- 12) Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding: State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 27 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Funding Levels:

Minimum: None

Maximum: None

Match Requirement: None

Standards: Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards (UGMS), and all statutes, requirements, and guidelines applicable to this funding.

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

RESOLUTION

**RESOLUTION IN SUPPORT OF LOCAL BORDER
SECURITY PROGRAM (LBSP) 2018 #2995203**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the Local Border Security Program (LBSP) 2018 #2995203 grant;

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application Local Border Security Program (LBSP) 2018 #2995203, award.

PASSED, ADOPTED, APPROVED and FILED on this the 13th day of February, 2017.

The Honorable Efrain Valdez
County Judge

The Honorable Martin Wardlaw
Commissioner, Pct. #1

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

The Honorable Robert Beau Nettleton
Commissioner, Pct. #3

The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:

The Honorable Generosa Gracia-Ramon
County Clerk

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

#37

1. Agreement No. 80-98-0061	2. Effective Date 2/25/2017	3. Facility Code(s) 6EB	4. Modification No. Six (6)	5. DUNS No. 611754136
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government Val Verde Correctional Facility 253 FM 2523 Del Rio, TX 78840		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$62.42	10. Guard/Transportation Hourly Rate \$23.34		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to cancel Modification 5 due to the incorrect effective date. Also to replace Wage determinations 2015-5303 Revision 1, dated 2/18/2016 with 2015-5303 Revision 2, dated 12/30/2016.</p> <p>NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
<p>A. LOCAL GOVERNMENT</p> <p><u>Elsam Valdez</u> Signature</p> <p><u>County Judge</u> <u>1/25/17</u> TITLE DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p><u>Disha Obun</u> Signature</p> <p><u>Grants Specialist</u> <u>1/17/2017</u> TITLE DATE</p>		

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 80-98-0061	2. Effective Date 02/25/2017	3. Facility Code(s) 6EB	4. Modification No. Seven (7)	5. DUNS No.
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government Val Verde Correctional Facility 253 FM 2523 Del Rio, TX 78840		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$62.54	10. Guard/Transportation Hourly Rate \$23.34		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to adjust the current per diem rate of \$62.42 to \$62.54 to reflect the annual Department of Labor Wage Determination 2015-5303, Revision 2, dated 12/30/2016</p> <p>NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
<p>A. LOCAL GOVERNMENT</p> <p><u>Efron Valdez</u> Signature</p> <p><u>County Judge</u> TITLE <u>1/27/17</u> DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p>_____ Signature</p> <p>_____ Grants Specialist TITLE _____ DATE</p>		

Agreement Number: 80-98-0081

Page 2 of 13

Incorporate the Department of Labor Wage Determination No. 2015-5303 Revision 2, dated 12/30/2016. In accordance with FAR PART 52.222.43 (f), Val Verde Correctional Facility must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

WD 15-5303 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
---	--	--

Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5303 Revision No.: 2 Date Of Revision: 12/30/2016
-----------------------------	------------------------------------	--

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Edwards, Kinney, Real, Uvalde, Val Verde

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.82
01012 - Accounting Clerk II		15.51
01013 - Accounting Clerk III		17.35
01020 - Administrative Assistant		21.96
01035 - Court Reporter		22.14
01041 - Customer Service Representative I		10.16
01042 - Customer Service Representative II		11.43
01043 - Customer Service Representative III		12.47
01051 - Data Entry Operator I		11.59
01052 - Data Entry Operator II		12.65
01060 - Dispatcher, Motor Vehicle		16.11
01070 - Document Preparation Clerk		13.27
01090 - Duplicating Machine Operator		13.27
01111 - General Clerk I		11.26
01112 - General Clerk II		13.21
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		19.91
01141 - Messenger Courier		11.03
01191 - Order Clerk I		12.49
01192 - Order Clerk II		13.63
01261 - Personnel Assistant (Employment) I		17.04
01262 - Personnel Assistant (Employment) II		19.23
01263 - Personnel Assistant (Employment) III		21.26
01270 - Production Control Clerk		19.91
01290 - Rental Clerk		14.90
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.86
01313 - Secretary III		19.91

<https://www.wdol.gov/wdol/scafiles/std/15-5303.txt?v=2>

1/17/2017

01320 - Service Order Dispatcher	14.26
01410 - Supply Technician	21.96
01420 - Survey Worker	16.65
01460 - Switchboard Operator/Receptionist	11.89
01531 - Travel Clerk I	12.19
01532 - Travel Clerk II	12.94
01533 - Travel Clerk III	13.60
01611 - Word Processor I	13.33
01612 - Word Processor II	15.96
01613 - Word Processor III	17.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.41
05010 - Automotive Electrician	17.75
05040 - Automotive Glass Installer	16.77
05070 - Automotive Worker	16.77
05110 - Mobile Equipment Servicer	14.96
05130 - Motor Equipment Metal Mechanic	18.68
05160 - Motor Equipment Metal Worker	16.77
05190 - Motor Vehicle Mechanic	18.41
05220 - Motor Vehicle Mechanic Helper	14.17
05250 - Motor Vehicle Upholstery Worker	15.83
05280 - Motor Vehicle Wrecker	16.77
05310 - Painter, Automotive	17.75
05340 - Radiator Repair Specialist	16.77
05370 - Tire Repairer	11.43
05400 - Transmission Repair Specialist	18.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	9.42
07042 - Cook II	11.33
07070 - Dishwasher	8.52
07130 - Food Service Worker	8.70
07210 - Meat Cutter	12.63
07260 - Waiter/Waitress	8.52
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.03
09040 - Furniture Handler	10.46
09080 - Furniture Refinisher	15.03
09090 - Furniture Refinisher Helper	12.00
09110 - Furniture Repairer, Minor	13.42
09130 - Upholsterer	15.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.02
11060 - Elevator Operator	9.02
11090 - Gardener	13.57
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.83
11260 - Pruner	10.36
11270 - Tractor Operator	12.91
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	11.60
12000 - Health Occupations	
12010 - Ambulance Driver	15.72
12011 - Breath Alcohol Technician	16.21
12012 - Certified Occupational Therapist Assistant	28.34
12015 - Certified Physical Therapist Assistant	26.24
12020 - Dental Assistant	14.50
12025 - Dental Hygienist	36.12
12030 - EKG Technician	23.56

12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	15.72
12071 - Licensed Practical Nurse I	15.73
12072 - Licensed Practical Nurse II	17.60
12073 - Licensed Practical Nurse III	19.62
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	17.43
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	14.86
12195 - Medical Transcriptionist	15.14
12210 - Nuclear Medicine Technologist	32.65
12221 - Nursing Assistant I	10.42
12222 - Nursing Assistant II	11.71
12223 - Nursing Assistant III	12.78
12224 - Nursing Assistant IV	14.35
12235 - Optical Dispenser	16.43
12236 - Optical Technician	15.73
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	14.35
12305 - Radiologic Technologist	25.09
12311 - Registered Nurse I	24.40
12312 - Registered Nurse II	29.85
12313 - Registered Nurse II, Specialist	29.85
12314 - Registered Nurse III	36.11
12315 - Registered Nurse III, Anesthetist	36.11
12316 - Registered Nurse IV	43.28
12317 - Scheduler (Drug and Alcohol Testing)	19.20
12320 - Substance Abuse Treatment Counselor	19.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.45
13013 - Exhibits Specialist III	27.46
13041 - Illustrator I	18.68
13042 - Illustrator II	23.15
13043 - Illustrator III	26.62
13047 - Librarian	25.63
13050 - Library Aide/Clerk	11.03
13054 - Library Information Technology Systems Administrator	23.15
13058 - Library Technician	14.44
13061 - Media Specialist I	15.96
13062 - Media Specialist II	17.86
13063 - Media Specialist III	19.90
13071 - Photographer I	15.72
13072 - Photographer II	17.77
13073 - Photographer III	20.81
13074 - Photographer IV	23.69
13075 - Photographer V	28.75
13090 - Technical Order Library Clerk	12.06
13110 - Video Teleconference Technician	16.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.51
14042 - Computer Operator II	17.35
14043 - Computer Operator III	19.35
14044 - Computer Operator IV	21.50
14045 - Computer Operator V	23.80
14071 - Computer Programmer I	(see 1) 22.29
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.51
14160 - Personal Computer Support Technician		21.50
14170 - System Support Specialist		25.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.31
15020 - Aircrew Training Devices Instructor (Rated)		31.51
15030 - Air Crew Training Devices Instructor (Pilot)		37.76
15050 - Computer Based Training Specialist / Instructor		26.31
15060 - Educational Technologist		29.55
15070 - Flight Instructor (Pilot)		37.76
15080 - Graphic Artist		22.57
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.23
15086 - Maintenance Test Pilot, Rotary Wing		36.23
15088 - Non-Maintenance Test/Co-Pilot		36.23
15090 - Technical Instructor		20.82
15095 - Technical Instructor/Course Developer		25.48
15110 - Test Proctor		16.81
15120 - Tutor		16.81
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.64
16030 - Counter Attendant		8.64
16040 - Dry Cleaner		10.50
16070 - Finisher, Flatwork, Machine		8.64
16090 - Presser, Hand		8.64
16110 - Presser, Machine, Drycleaning		8.64
16130 - Presser, Machine, Shirts		8.64
16160 - Presser, Machine, Wearing Apparel, Laundry		8.64
16190 - Sewing Machine Operator		11.08
16220 - Tailor		11.63
16250 - Washer, Machine		9.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		17.99
19040 - Tool And Die Maker		21.19
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.22
21030 - Material Coordinator		18.59
21040 - Material Expediter		18.59
21050 - Material Handling Laborer		10.58
21071 - Order Filler		11.28
21080 - Production Line Worker (Food Processing)		12.22
21110 - Shipping Packer		12.67
21130 - Shipping/Receiving Clerk		12.67
21140 - Store Worker I		10.64
21150 - Stock Clerk		14.50
21210 - Tools And Parts Attendant		12.22
21410 - Warehouse Specialist		12.22
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.80
23019 - Aircraft Logs and Records Technician		16.93
23021 - Aircraft Mechanic I		21.55
23022 - Aircraft Mechanic II		22.80
23023 - Aircraft Mechanic III		24.04
23040 - Aircraft Mechanic Helper		15.11
23050 - Aircraft, Painter		19.34
23060 - Aircraft Servicer		16.93
23070 - Aircraft Survival Flight Equipment Technician		19.34
23080 - Aircraft Worker		18.05
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		18.05

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.55
23110 - Appliance Mechanic	18.45
23120 - Bicycle Repairer	12.23
23125 - Cable Splicer	21.45
23130 - Carpenter, Maintenance	16.16
23140 - Carpet Layer	16.54
23160 - Electrician, Maintenance	19.55
23181 - Electronics Technician Maintenance I	22.32
23182 - Electronics Technician Maintenance II	23.80
23183 - Electronics Technician Maintenance III	25.32
23260 - Fabric Worker	15.76
23290 - Fire Alarm System Mechanic	19.48
23310 - Fire Extinguisher Repairer	14.99
23311 - Fuel Distribution System Mechanic	17.42
23312 - Fuel Distribution System Operator	14.33
23370 - General Maintenance Worker	15.37
23380 - Ground Support Equipment Mechanic	21.55
23381 - Ground Support Equipment Servicer	16.61
23382 - Ground Support Equipment Worker	17.71
23391 - Gunsmith I	14.99
23392 - Gunsmith II	16.91
23393 - Gunsmith III	19.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.42
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	18.44
23430 - Heavy Equipment Mechanic	17.55
23440 - Heavy Equipment Operator	17.42
23460 - Instrument Mechanic	20.11
23465 - Laboratory/Shelter Mechanic	18.05
23470 - Laborer	10.03
23510 - Locksmith	17.03
23530 - Machinery Maintenance Mechanic	19.33
23550 - Machinist, Maintenance	19.16
23580 - Maintenance Trades Helper	12.21
23591 - Metrology Technician I	20.11
23592 - Metrology Technician II	21.29
23593 - Metrology Technician III	22.45
23640 - Millwright	19.61
23710 - Office Appliance Repairer	16.68
23760 - Painter, Maintenance	16.16
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.21
23820 - Pneudraulic Systems Mechanic	19.16
23850 - Rigger	19.16
23870 - Scale Mechanic	16.64
23890 - Sheet-Metal Worker, Maintenance	19.56
23910 - Small Engine Mechanic	16.91
23931 - Telecommunications Mechanic I	23.02
23932 - Telecommunications Mechanic II	24.35
23950 - Telephone Lineman	20.99
23960 - Welder, Combination, Maintenance	18.87
23965 - Well Driller	18.87
23970 - Woodcraft Worker	19.16
23980 - Woodworker	14.48
24000 - Personal Needs Occupations	
24550 - Case Manager	10.76
24570 - Child Care Attendant	9.45
24580 - Child Care Center Clerk	12.07
24610 - Chore Aide	10.57

24620 - Family Readiness And Support Services Coordinator	10.76
24630 - Homemaker	13.69
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.61
25040 - Sewage Plant Operator	16.47
25070 - Stationary Engineer	19.61
25190 - Ventilation Equipment Tender	13.34
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.89
27007 - Baggage Inspector	11.24
27008 - Corrections Officer	21.15
27010 - Court Security Officer	21.15
27030 - Detection Dog Handler	14.37
27040 - Detention Officer	21.15
27070 - Firefighter	22.59
27101 - Guard I	11.24
27102 - Guard II	14.20
27131 - Police Officer I	23.14
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.88
28042 - Carnival Equipment Repairer	11.43
28043 - Carnival Worker	9.08
28210 - Gate Attendant/Gate Tender	12.51
28310 - Lifeguard	11.05
28350 - Park Attendant (Aide)	13.88
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	14.78
28630 - Sports Official	11.05
28690 - Swimming Pool Operator	14.69
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.90
29020 - Hatch Tender	18.90
29030 - Line Handler	18.90
29041 - Stevedore I	17.63
29042 - Stevedore II	20.19
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.49
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.71
30021 - Archeological Technician I	17.13
30022 - Archeological Technician II	18.90
30023 - Archeological Technician III	23.40
30030 - Cartographic Technician	23.74
30040 - Civil Engineering Technician	20.21
30051 - Cryogenic Technician I	21.00
30052 - Cryogenic Technician II	23.19
30061 - Drafter/CAD Operator I	17.13
30062 - Drafter/CAD Operator II	19.16
30063 - Drafter/CAD Operator III	21.37
30064 - Drafter/CAD Operator IV	26.29
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.86
30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.75
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	36.63
30090 - Environmental Technician	19.43
30095 - Evidence Control Specialist	21.82

30210 - Laboratory Technician	19.16
30221 - Latent Fingerprint Technician I	21.00
30222 - Latent Fingerprint Technician II	23.19
30240 - Mathematical Technician	23.74
30361 - Paralegal/Legal Assistant I	16.70
30362 - Paralegal/Legal Assistant II	21.82
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.25
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	23.74
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	24.59
30462 - Technical Writer II	30.08
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	23.19
30492 - Unexploded Ordnance (UXO) Technician II	28.06
30493 - Unexploded Ordnance (UXO) Technician III	33.63
30494 - Unexploded (UXO) Safety Escort	23.19
30495 - Unexploded (UXO) Sweep Personnel	23.19
30501 - Weather Forecaster I	26.29
30502 - Weather Forecaster II	25.54
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.37
30621 - Weather Observer, Senior	(see 2) 23.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.06
31020 - Bus Aide	12.95
31030 - Bus Driver	16.78
31043 - Driver Courier	13.17
31260 - Parking and Lot Attendant	10.56
31290 - Shuttle Bus Driver	14.18
31310 - Taxi Driver	11.35
31361 - Truckdriver, Light	14.18
31362 - Truckdriver, Medium	15.07
31363 - Truckdriver, Heavy	17.87
31364 - Truckdriver, Tractor-Trailer	17.87
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.68
99030 - Cashier	9.41
99050 - Desk Clerk	9.68
99095 - Embalmer	20.68
99130 - Flight Follower	23.19
99251 - Laboratory Animal Caretaker I	11.08
99252 - Laboratory Animal Caretaker II	11.92
99260 - Marketing Analyst	32.61
99310 - Mortician	23.19
99410 - Pest Controller	15.42
99510 - Photofinishing Worker	12.19
99710 - Recycling Laborer	13.34
99711 - Recycling Specialist	14.98
99730 - Refuse Collector	12.11
99810 - Sales Clerk	10.86
99820 - School Crossing Guard	10.97
99830 - Survey Party Chief	18.41
99831 - Surveying Aide	12.83
99832 - Surveying Technician	15.33
99840 - Vending Machine Attendant	12.53
99841 - Vending Machine Repairer	15.49
99842 - Vending Machine Repairer Helper	12.53

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

STATE OF TEXAS
COUNTY OF VAL VERDE

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§
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#38

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Texas Forest Service has determined that drought conditions exist within Val Verde County; and

IT IS HEREBY ORDERED by the Commissioners Court of Val Verde County that all outdoor burning is prohibited in the unincorporated area of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners Court, based on a determination that the circumstances that required the Order no longer exist.

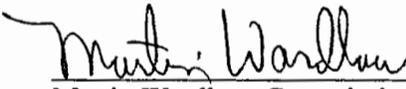
This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) Firefighters training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

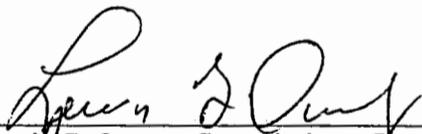
In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C Misdemeanor, punishable by a fine not to exceed \$500.00.

Burning will be allowed only with written permission from Val Verde County Fire Chief or Val Verde County Judge.

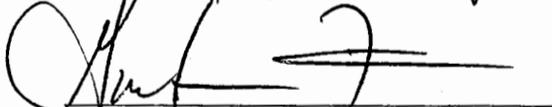
ADOPTED this 13th DAY OF February, 2017.


Efrain Valdez
Val Verde County Judge


Martin Wardlaw, Commissioner Pct. 1


Lewis G. Owens, Commissioner Pct. 2


Robert Beau Nettleton, Commissioner Pct. 3


Gustavo Flores, Commissioner Pct. 4

Attest:

Generosa Gracia-Ramon
Val Verde County Clerk



Racial Profiling Report | Tier one

Agency Name:	Val Verde County Constable Pct.3
Reporting Date:	02/06/2017
TCOLE Agency Number:	465103
Chief Administrator:	Constable Stephen Berg
Agency Contact Information:	
Phone:	830 774-7511
Email:	sberg@valverdecountry.org
Mailing Address:	309 Mill Street Suite B Del Rio TX 78840

This Agency claims partial racial profiling report exemption because:

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

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

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

Val Verde County Constable Pct.3 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Val Verde County Constable Pct.3 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Val Verde County Constable Pct.3 if the individual believes that a peace officer employed by the Val Verde County Constable Pct.3 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Val Verde County Constable Pct.3 who, after an investigation, is shown to have engaged in racial profiling in violation of the Val Verde County Constable Pct.3's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Constable Stephen Berg

Chief Administrator

Val Verde County Constable Pct.3

Date: 02/06/2017

Val Verde County Constable Pct.3 Motor Vehicle Racial Profiling Information

Total stops: 499

Number of motor vehicle stops

Citation only: 491

Arrest only: 8

Both: 0

Race or ethnicity

African: 6

Asian: 6

Caucasian: 117

Hispanic: 368

Middle eastern: 0

Native american: 2

Was race known ethnicity known prior to stop?

Yes: 3

No: 496

Was a search conducted

Yes: 0

No: 499

Was search consented?

Yes: 0

No: 0

Submitted electronically to the



The Texas Commission on Law Enforcement

441

OFFICE OF THE DISTRICT ATTORNEY
P.O. BOX 1405
209 EAST LOSOYA
DEL RIO, TEXAS 78841-1405
OFFICE (830) 775-0505
FAX (830) 775-0352



63RD 83RD
JUDICIAL DISTRICT

January 4, 2017

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

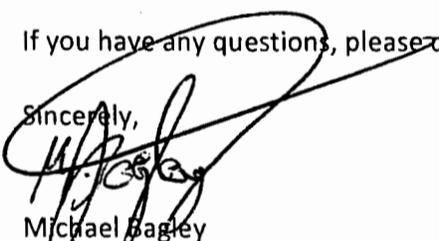
RE: In-Kind Contribution for FY 2016-2017

Dear Judge Valdez:

I am respectfully requesting Val Verde County's second quarter contribution in the amount of \$105,398.09 for fiscal year 2016-2017. I appreciate your support in the past and certainly appreciate your confidence of our office in the future.

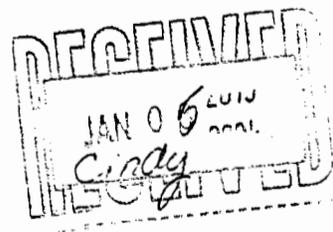
If you have any questions, please do not hesitate to call.

Sincerely,



Michael Bagley
District Attorney

cc: Mr. Mathew Weingardt, County Auditor





TREASURER'S REPORT

JANUARY 2017

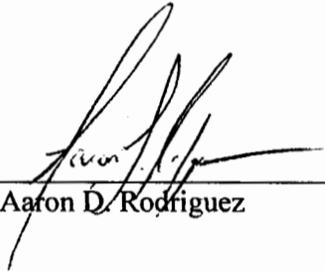
VOL. 48 PAGE 231

AARON D. RODRIGUEZ

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

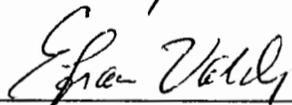
ORDER APPROVING TREASURER'S MONTHLY REPORT

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 JANUARY 2017.



Aaron D. Rodriguez

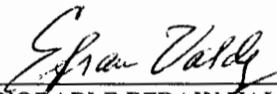
Approved: Examined and approved in open Commissioners Court, this 13 day of
February, 2017



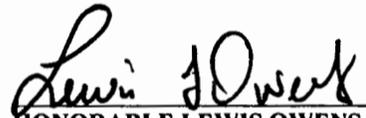
Efrain Valdez, County Judge

VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

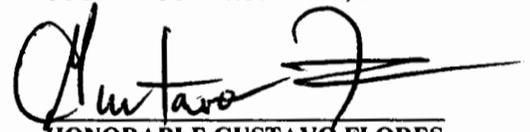
IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on February 13th, 2017 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for JANUARY 2017, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 13th day of February, 2017.


HONORABLE EFRAIN VALDEZ
COUNTY JUDGE

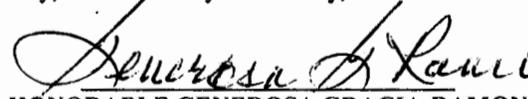

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


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 13th day of February, 2017.


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





Val Verde County, TX

Detail Report Account Summary

Date Range: 01/01/2017 - 01/31/2017

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
<u>1111-1111-00-11020</u>	Cash - Del Rio Bank & Trust Westexan	4,622,982.34	149,177.86	1,845,313.30	1,696,135.44	4,772,160.20
<u>1111-1111-00-11030</u>	Cash - Texpool	1,116.72	0.59	0.59	0.00	1,117.31
<u>1111-1111-00-11040</u>	Cash - General Fund Texpool 2	1,250.81	0.62	0.62	0.00	1,251.43
<u>1111-1111-00-11060</u>	Cash - Hot Tax	22,880.81	932.89	932.89	0.00	23,813.70
	Total Fund: 1111 - General Fund:	4,648,230.68	150,111.96	1,846,247.40	1,696,135.44	4,798,342.64
Fund: 1133 - SL 179						
<u>1133-1111-00-11160</u>	Cash - SL79	172,176.21	7.31	7.31	0.00	172,183.52
	Total Fund: 1133 - SL 179:	172,176.21	7.31	7.31	0.00	172,183.52
Fund: 1134 - Library Construction						
<u>1134-1111-00-21115</u>	Cash - Library Construction	2,346,357.17	-12,727.51	0.00	12,727.51	2,333,629.66
	Total Fund: 1134 - Library Construction:	2,346,357.17	-12,727.51	0.00	12,727.51	2,333,629.66
Fund: 1166 - SF Pastures						
<u>1166-1111-00-11150</u>	Cash - San Felipe Pastures	44,374.85	1.89	1.89	0.00	44,376.74
	Total Fund: 1166 - SF Pastures:	44,374.85	1.89	1.89	0.00	44,376.74
Fund: 1177 - Tax Note 2013						
<u>1177-1111-00-11000</u>	Cash - 2013 Tax Note	78,288.11	-1,752.29	3.35	1,755.64	76,535.82
	Total Fund: 1177 - Tax Note 2013:	78,288.11	-1,752.29	3.35	1,755.64	76,535.82
Fund: 1178 - Tax Note 2016						
<u>1178-1111-00-11000</u>	Cash - 2016 Tax Note	2,353,803.03	-5,819.77	100.23	5,920.00	2,347,983.26
	Total Fund: 1178 - Tax Note 2016:	2,353,803.03	-5,819.77	100.23	5,920.00	2,347,983.26
Fund: 1222 - Balance Road & Bridge						
<u>1222-2222-00-11130</u>	Cash - Road & Bridge Fund - Texas Community Bank	362,370.94	-32,299.13	88,589.57	120,888.70	330,071.81
<u>1222-2222-00-11140</u>	Cash - Road & Bridge Texpool	805.74	0.31	0.31	0.00	806.05
	Total Fund: 1222 - Balance Road & Bridge:	363,176.68	-32,298.82	88,589.88	120,888.70	330,877.86
Fund: 1333 - Interest & Sinking						
<u>1333-3333-00-11070</u>	Cash - Interest & Sinking Fund Bank & Trust	15,644.68	2.12	2.12	0.00	15,646.80
<u>1333-3333-00-11071</u>	Cash - Interest and Sinking Bank Trust Money M	206,627.91	78.97	78.97	0.00	206,706.88
<u>1333-3333-00-11080</u>	Cash - Interest & Sinking Fund Texas Community	2,530,232.80	109,423.33	109,423.33	0.00	2,639,656.13
<u>1333-3333-00-11090</u>	Cash - Interest & Sinking Fund Texpool	4,150.80	1.83	1.83	0.00	4,152.63
<u>1333-3333-00-11200</u>	Cash - Interest & Sinking Fund CD	620,601.69	0.00	0.00	0.00	620,601.69
<u>1333-3333-00-11230</u>	Cash - Interest & Sinking T-Bills	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	3,377,257.88	109,506.25	109,506.25	0.00	3,486,764.13
Fund: 1444 - Payroll Clearing County						
<u>1444-4444-00-11110</u>	Cash - Payroll Clearing Bank & Trust	155,936.49	84,366.15	891,107.44	806,741.29	240,302.64

Detail Report

Date Range: 01/01/2017 - 01/31/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Total Fund: 1444 - Payroll Clearing County:		155,936.49	84,366.15	891,107.44	806,741.29	240,302.64
Fund: 1555 - Law Library						
<u>1555-1111-00-11100</u>	Cash - Law Library	0.00	0.00	0.00	0.00	0.00
<u>1555-1111-00-11170</u>	Cash - Texas Community Bank Law Library	17,997.80	-653.98	1,424.44	2,078.42	17,343.82
Total Fund: 1555 - Law Library:		17,997.80	-653.98	1,424.44	2,078.42	17,343.82
Fund: 2666 - Grants						
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537706	-8,229.52	0.00	0.00	0.00	-8,229.52
<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	0.00	0.00	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	134.99	0.00	0.00	0.00	134.99
<u>2666-6666-00-21140</u>	Cash - National Park Service	8,750.00	-8,750.00	0.00	8,750.00	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	6,123.88	0.00	0.00	0.00	6,123.88
<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	0.00	0.00	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21280</u>	Cash -Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21298</u>	Cash - West Gate	129,908.17	0.00	0.00	0.00	129,908.17
<u>2666-6666-00-21300</u>	Cash - Non Reportable Grants	18,503.36	9.50	27,341.15	27,331.65	18,512.86
<u>2666-6666-00-21310</u>	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
Total Fund: 2666 - Grants:		197,729.17	-8,740.50	27,341.15	36,081.65	188,988.67
Fund: 4121 - Val Verde County Auditors Special Account						
<u>4121-1400-00-41000</u>	Cash - County Auditor Special Account	20,597.00	-10,409.91	63,246.09	73,656.00	10,187.09
Total Fund: 4121 - Val Verde County Auditors Special Account:		20,597.00	-10,409.91	63,246.09	73,656.00	10,187.09
Fund: 4145 - Security Fees						
<u>4145-1111-00-41080</u>	Cash - Security Fee	123,218.10	956.32	1,016.32	60.00	124,174.42
Total Fund: 4145 - Security Fees:		123,218.10	956.32	1,016.32	60.00	124,174.42
Grand Totals:		13,899,143.17	272,547.10	3,028,591.75	2,756,044.65	14,171,690.27

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Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	4,648,230.68	150,111.96	1,846,247.40	1,696,135.44	4,798,342.64
1133 - SL 179	172,176.21	7.31	7.31	0.00	172,183.52
1134 - Library Construction	2,346,357.17	-12,727.51	0.00	12,727.51	2,333,629.66
1166 - SF Pastures	44,374.85	1.89	1.89	0.00	44,376.74
1177 - Tax Note 2013	78,288.11	-1,752.29	3.35	1,755.64	76,535.82
1178 - Tax Note 2016	2,353,803.03	-5,819.77	100.23	5,920.00	2,347,983.26
1222 - Balance Road & Bridge	363,176.68	-32,298.82	88,589.88	120,888.70	330,877.86
1333 - Interest & Sinking	3,377,257.88	109,506.25	109,506.25	0.00	3,486,764.13
1444 - Payroll Clearing County	155,936.49	84,366.15	891,107.44	806,741.29	240,302.64
1555 - Law Library	17,997.80	-653.98	1,424.44	2,078.42	17,343.82
2666 - Grants	197,729.17	-8,740.50	27,341.15	36,081.65	188,988.67
4121 - Val Verde County Auditors Special	20,597.00	-10,409.91	63,246.09	73,656.00	10,187.09
4145 - Security Fees	123,218.10	956.32	1,016.32	60.00	124,174.42
Grand Total:	13,899,143.17	272,547.10	3,028,591.75	2,756,044.65	14,171,690.27

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FUNDS FOR THE MONTH OF JANUARY 2017	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	131,986.29	938.37	5.60	338.86	\$132,591.40
TAX COLLECTORS / VIT ESCROW ACCOUNT	297,235.75	21,233.53	52.70	0.00	\$318,521.98
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	1,351,377.82	4,895,657.67	545.91	4,604,325.04	\$1,643,256.36
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	205,713.15	763,546.43	10.69	762,430.66	\$206,839.61
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	25,381.23	465.00	1.09	0.00	\$25,847.32
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	16,598.43	7,226.95	0.81	7,226.95	\$16,599.24
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	33,628.91	0.00	1.43	0.00	\$33,630.34
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	371,247.99	4,789.00	142.11	3,052.18	\$373,126.92
COUNTY CLERK RECORD ARCHIVE FUND	297,579.83	4,648.00	114.25	0.00	\$302,342.08
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	9,394.60	0.00	0.00	0.00	\$9,394.60
JUSTICE OF THE PEACE PRECINCT #1	5,106.31	8,793.89	0.00	4,674.16	\$9,226.04
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	7,380.74	71.68	0.00	0.00	\$7,452.42
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	8,233.75	117.43	0.00	26.94	\$8,324.24
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	8,058.37	10,962.69	0.00	7,261.08	\$11,759.98
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	10,279.77	216.62	0.00	3,479.57	\$7,016.82
JUSTICE OF THE PEACE PRECINCT #3	28,549.91	20,889.39	0.00	13,331.90	\$36,107.40
CONSTABLE PRECINCT #3 TLEOS	1,974.10	0.00	0.00	0.00	\$1,974.10
JUSTICE OF THE PEACE PRECINCT #4 TECHNOLOGY FUND	4,404.46	62.39	0.19	0.00	\$4,467.04
JUSTICE OF THE PEACE PRECINCT #4 DAILY ACTIVITY	3,991.44	11,634.71	0.27	3,702.37	\$11,924.05
DISTRICT CLERK- COURT COST ACCOUNT	288,457.03	25,621.04	0.00	15,286.10	\$298,791.97
DISTRICT CLERK- REGISTRY FUND	543,622.99	12,737.42	0.00	299,242.54	\$257,117.87
DISTRICT CLERK-RECORD ARCHIVE FUND	17,981.35	73.49	0.00	0.00	\$18,054.84
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	22,990.09	3.51	8.79	0.00	\$23,002.39
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	\$71,586.56
RECORD PRESERVATION	33,859.62	88.22	12.97	0.00	\$33,960.81
COURT AT LAW CONTRIBUTION ACCOUNT	520.74				\$520.74
FAMILY PROTECTION	32,861.69	75.44	12.58	0.00	\$32,949.71
BAIL SECURITY	38,271.31		14.63		\$38,285.94
COURT AT LAW TECHNOLOGY FUND	1,249.23	28.00	0.34	1,211.90	\$65.67
WELFARE FUND - COUNTY JUDGE	23,802.97	100.00	9.11	0.00	\$23,912.08
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	100.00	597.51	0.00	0.00	\$697.51
TOTAL					\$4,024,375.58

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



Pool Information

Location: 78328
Val Verde County

TexPool

Average Monthly rate for January	0.5385%
Average Monthly Dividend Factor for January	0.000014752
Information as of	February 2, 2017
Daily Net Yield	0.5585%
Dividend Factor	0.000015301
7 Day Net Yield	0.55%
Daily Assets	\$19,947,107,817.10
Weighted Average Maturity	47 days
Weighted Average Life	92 days
NAV	1.00017

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

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

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

- "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.
- "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.
- 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: 2331000003					
	Acct Name: ROAD & BRIDGE FUND					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/16					\$804.82
MONTHLY INTEREST	10/31/16	10/31/16	\$1.00	\$0.31		\$805.13
MONTHLY INTEREST	11/30/16	11/30/16	\$1.00	\$0.30		\$805.43
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$0.31		\$805.74
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$0.31		\$806.05
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

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

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/16					\$4,148.05
MONTHLY INTEREST	10/31/16	10/31/16	\$1.00	\$1.24		\$4,149.29
MONTHLY INTEREST	11/30/16	11/30/16	\$1.00	\$1.41		\$4,150.70
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$1.63		\$4,152.33
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$1.83		\$4,154.16
MONTHLY INTEREST						
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MONTHLY INTEREST						

#43

VAL VERDE COUNTY INVESTMENT POLICY

General Statement

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

Funds Included

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

County's Investment Officer

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

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

I. INVESTMENT OBJECTIVES

General Statement

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

Safety and Maintenance of Adequate Liquidity

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

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

Diversification

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

Yield

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

Maturity

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

Quality and Capability of Investment Management

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

II. INVESTMENT TYPES

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

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

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

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

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

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

Prohibited

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

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

III. INVESTMENT RESPONSIBILITY AND CONTROL

Investment Institutions Defined

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

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

Audit Control

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

Standard of Care

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

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

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

IV. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Quarterly Report

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

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

Notification of Investment Changes

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

V. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral or Insurance

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

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

Safekeeping

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

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

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

INVESTMENT COMMITTEE

Val Verde County Treasurer, Aaron D. Rodriguez, CIO

Val Verde County Commissioner, Robert "Beau" Nettleton, Investment Committee Member

Val Verde County Auditor, Matthew Weingardt, Investment Committee Member



VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Efrain Valdez, County Judge
From: Juanita Barrera, HR Director
Date: February 8, 2017
Subject: **AGENDA ITEMS FOR FEBRUARY 2017**

Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from January 5, 2017 through February 8, 2017.

- A. Matthew Weingardt, County Auditor, requesting to stop issuing checks to Rebecca Vasquez, 4th Assistant County Auditor, effective January 5, 2017. Ms. Vasquez was terminated.
- B. Matthew Weingardt, County Auditor, requesting to start issuing checks to Michael Ramirez, 4th Assistant County Auditor, with an annual salary of \$28,502.50 effective January 18, 2017. Mr. Ramirez is replacing Rebecca Vasquez who was terminated.
- C. Mike Bagley, District Attorney, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Ms. Francis Schroeter, Assistant District Attorney under the Border Prosecutor Unit, with an annual salary of \$83,500.00, effective February 1, 2017. Ms. Schroeter is replacing Charles Mee who was terminated.
- D. Jo Ann Cervantes, District Clerk, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Steven Maldonado, Deputy Clerk I, with an annual salary of \$21,450.00 effective January 1, 2017. Mr. Maldonado is replacing Sandra Luna who resigned.
- E. Beatriz Munoz, Tax Assessor/Collector, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Claudia Cervantes, Deputy Clerk I, with an annual salary of \$21,450.00 effective January 11, 2017. Ms. Cervantes is replacing Cecilia Martinez who was promoted.
- F. Generosa Ramon, County Clerk, requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Tamara Ramirez, Deputy Clerk I, effective January 20, 2017. Ms. Ramirez resigned.

- G. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Crystal Denney, who was promoted to Patrol Secretary with an annual salary of \$23,737.50 effective January 23, 2017. Ms. Denney is replacing Mariana Ford who was demoted.
- H. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Mariana Ford, Receptionist, who was demoted from Patrol Secretary with an annual salary of \$24,198.87 effective January 23, 2017. Ms. Ford is replacing Crystal Denney who was promoted.
- I. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Deborah Draper, Communications Operator, effective January 19, 2017. Ms. Draper resigned.
- J. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Juan Perez, Driver, with an annual salary of \$21,450.00 effective January 24, 2017. Mr. Perez is replacing Sunny Faz who was promoted.
- K. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Jorge Estrada, Maintenance/Carpenter, with an annual salary of \$23,525.00 effective January 30, 2017. Mr. Estrada is replacing Francisco Cerna who resigned.
- L. Robert Nettleton, Commissioner Pct. 3, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Cristobal Quintero, Lt. Equipment Operator, with an annual salary of \$23,525.00 effective February 6, 2017. Mr. Quintero is replacing Juventino Cuellar who retired.
- M. Martin Wardlaw, Commissioner Pct. 1, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Joe Jackson, temporary Waterline Project Foremen, with a daily salary of \$150.00 effective February 6, 2017.