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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 the County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Assist in the 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 County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to 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 the County's signature to acquire the property or to secure an easement; and
    - Assist the 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 the 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 the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.

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6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review
1. Assist in the preparation of the 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 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 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 County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
   - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
   - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist 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 the Department of Labor.
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/materials 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 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 County personnel on implementation of project and regulatory matters.

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F. Fair Housing / Equal Opportunity

1. Assist the 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. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist 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.

H. 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 County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

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PART III
PAYMENT SCHEDULE

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

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

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PART IV
TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the County.
   County may at any time and for any reason terminate Contractor's services and work at 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 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 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 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

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satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

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

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

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

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

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 the County.

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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 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 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 the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

    c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

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 federally assisted construction contracts and subcontracts over $10,000).

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

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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

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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.

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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).

Co Agent #20

Lease Pricing PROPOSAL

xerox

Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 5/24/2018

State or Local Government Negotiated Contract : 072719100

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. C8035H (XEROX C8035H)	- Office Finisher Lx - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: Purchase Option:	36 months FMV	- Xerox WC5135 S/N VXW014379 Trade-In	5/24/2018

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8035H	$186.53	1: Black and White Impressions	1 - 75,000 75,001+	Included $0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0506	
Total	$186.53	Minimum Payments (Excluding Applicable Taxes)			

Court Approved

6.13.2018

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 6/23/2018.

For any questions, please contact me at (830)591-0500

XEROX TOTAL SATISFACTION GUARANTEE

WS T65585 05/24/2018 14:10:51

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xerox

Lease Agreement

Customer: VAL VERDE, COUNTY OF

BillTo: VAL VERDE COUNTY AUDITOR
STE A
901 N BEDELL AVE
DEL RIO, TX 78840-4170

Install: VAL VERDE COUNTY EXTENTION
300 E 17TH ST
DEL RIO, TX 78840-3305

State or Local Government Negotiated Contract : 072719100

Solution

Item / Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8035H (XEROX C8035H) - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox WC5135 S/N VXW014379 Trade-In	6/21/2018

Monthly Pricing

Item	Lease Minimum Payment	Print Charges: Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8035H	$186.53	1: Black and White Impressions	1 - 75,000 75,001+	Included $0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0506	
Total	$186.53	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Rogelio Musquiz Phone: (830)774-7505

Signature: Date: 6·15·2018

Thank You for your business!
This Agreement is proudly presented by Xerox and
Julia Galan
(830)591-0500
For information on your Xerox Account, go to www.xerox.com/AccountManagement

XEROX TOTAL SATISFACTION GUARANTEE

WS T65585 06/15/2018 07:30:34
0 8 0 3 9 9 8 0 1 0 0 1 0 0 2 0

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Lease Agreement

xerox

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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Texas Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective **June 1, 2018 [Date]**,

PARTIES: The parties to this lease are:

Landlord: DLP Services, LLC

508 Griner ST. Del Rio, TX 78840

Tenant: Val Verde County-Purchasing Department / Judge Efrain Valdez

400 Pecan St. 3rd floor, Del Rio TX 78840

Landlord is the owner of land and improvements commonly known and numbered as **508 Griner St. Del Rio, TX 78840 [Address of Building]** and legally described as follows (the "Building"):

DLP Services, LLC [Legal Description of Building]

The real property contains approximately **3000** square feet of rentable area.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **June 1, 2018 [Start Date]** and ending **December 31, 2018 [End Date]**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of **6 months [Renewal Term]**. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Rental.**

A. Tenant shall pay to Landlord during the Initial Term rental of **6 months [Annual Rent]** per year, payable in installments of **1,100.00 [Monthly Rental Amount]** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **DLP Services, LLC, 506 Griner St. [Landlord's Designated Payment Address]** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of **1,100.00 [Security Deposit]**.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be _____ **[Annual Rent in Renewal Term]** per year payable in installments of **1,100.00 [Monthly Rental Amount]** per month.

3. **Use and hours.**

Tenant may use the leased premises for the following purpose and no other: **Storage warehouse of office and miscellaneous equipment.**

Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

Initialed for Identification by Landlord: SR and Tenant: EV

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4. **Legal Compliance.**

Tenant may not use or permit any part of the leased premises or the Property to be used for:
(1) any activity which is a nuisance or is offensive, noisy, or dangerous;
(2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
(3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
(4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
(5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
(6) the permanent or temporary storage of any hazardous material; or
"Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, Hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord.

5. **Sublease and Assignment**.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

6. **Repairs and maintenance**.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, doors and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems HVAC system, subject to the obligations of the parties otherwise set forth in this Lease. Any and all repairs must be completed by trained, qualified, and insured repair persons.

1. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises.
Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas.

2. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

3. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides

Initialed for Identification by Landlord: SL ' and Tenant: W,

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Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain..

7. **Alterations and Improvements**.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

8. **Property Taxes**.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

9. **Insurance**.

During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force an effect from an insurer authorized to operate in Texas:

(1) Public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of 1,000,000.

(2) Personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after casualty loss: and business interruption insurance sufficient to pay 12 months of rent payments.

Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

10. **Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or a device that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

11. **Signs**.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large,

Initialed for Identification by Landlord: SR ' and Tenant: W,

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deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

12. **Entry**.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

13. **Parking**.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking s paces. Tenant hereby leases from Landlord **N/A [Number of Parking Spaces]** spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of **N/A [Parking Space Rental]** per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

14. **Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

15. **Damage and Destruction**.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

16. **Default**.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be

Initialed for Identification by Landlord: _____ ' and Tenant: _____,

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kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

17. **Quiet Possession**.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

18. **Condemnation**.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. **Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein require d to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

20. **Security Deposit**.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord' s other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

Initialed for Identification by Landlord: _____ ' and Tenant: _____,

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21. **Notice**.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

DLP Services, LLC/Gabriel De La Paz
[Landlord]

508 Griner St. Del Rio, TX 78840
[Landlord's Address]

If to Tenant to:

Val Verde County-Purchasing Department/Judge Efrain Valdez
[Tenant]

400 Pecan St. 3rd floor, Del Rio, TX 78840
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. **Brokers**.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

23. **Waiver**.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. **Memorandum of Lease**.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

25. **Headings**.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

26. **Successors**.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

27. **Consent**.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

28. **Performance**.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy

Initialed for Identification by Landlord: _____ and Tenant: _____.

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hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

29. **Compliance with Law**.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

30. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

31. **Governing Law**.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

[Landlord Signature Block]	6/13/18 **Date**
Efrain Valdez **[Tenant Signature Block]**	6/14/18 **Date**

Initialed for Identification by Landlord: _____ and Tenant: _____.

Bills to be presented in Court June 13, 2018
Presented by Purchasing Agent

P.O. Issue Date

Vendor	Department	Invoice #	Amount	PO #	Inv. Date	P.O. Date
Purchase Power	Tax Office	05/22/18	$ 32.04	54722	5/22/2018	6/1/2018
Salvador Espinoza	Pct 4	05/31/18	$ 28.00	54715	5/31/2018	6/1/2018
Val Verde County Clerk	Co. Judge	6397	$ 164.67	54416	10/1/2017	5/8/2018
Walmart	Pct 2	04457	$ 67.41	54690	5/30/2018	5/31/2018

P.O. Overage

Vendor	Department	Invoice #	Amount	PO #	Inv. Date	Overage Amount
G&K	B/M	6051388664	$ 71.06	54190	5/29/2018	$ 5.04
O'Reilly	Pct 4	0568-163746-1	$ 177.17	54282	5/31/2018	$ 52.99
O'Reilly	Pct 4	0568-163749	$ 19.98	54282	5/31/2018	$ 19.98
Pro Auto Supply	Pct 4	398766	$ 77.23	54281	5/31/2018	$ 17.59

No P.O.

Vendor	Department	Invoice #	Amount		Inv. Date	No PO
Amistad Bank	Veterans	000015	$ 900.00		4/1/2018	√
Amistad Bank	Veterans	000016	$ 900.00		5/1/2018	√
Amistad Bank	Veterans	000017	$ 900.00		6/1/2018	√
Fedex	Sheriff	6-184-38019	$ 92.74		5/17/2018	√
Lexis Nexis	Co. Attorney	98242806	$ 295.31		12/4/2017	√
Pitney Bowes	Tax Office	1007404272	$ 49.99		5/29/2018	√
Pitney Bowes	Tax Office	1007404271	$ 362.93		5/29/2018	√
Sentry Security Service	~~Co. Clerk~~ Co Judge	197428	$ 92.50		6/6/2018	√
Thomson Reuters	Court at Law	837003559	$ 378.00		10/4/2017	√

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VAL VERDE COUNTY CLERK

P.O.BOX 1267, 400 PECAN STREET
Del Rio, TX, 78841
PHONE #: (830) 774-7564
FAX: (830) 774-7608

this is case filed date #22

PR - FEES SUMMARY REPORT

CAUSE NO.: 6397 **NAME:** JOSEPH M. GONZALEZ, DECEASED **FILED DATE:** 8/8/2017

Associated: 0 **Court:** COUNTY COURT **Status:** PENDING

Case Category:

Fee Cost	Group Code	Initial Charge	Fee Amount	Assessted Day
CITISSUANCE (2)	SHOW CAUSE CITATION	$ 8.00	$ 8.00	5/7/18
SERV PERS (2)	CLKS SVC FEE FOR CMRR	$150.00	$150.00	5/7/18
POSTAGE		$ 6.67	$ 6.67	5/7/18

date of expense

TOTAL: $164.67

CREDIT AMOUNT:

TOTAL AMOUNT DUE: $164.67

VAL VERDE COUNTY JUDGE
COUNTY COURT
RECEIVED
08 MAYO 2018
EFRAIN VALDEZ
VAL VERDE COUNTY JUDGE
By: EL
Time: 8:30 Am

THE STATE OF TEXAS §
COUNTY OF VAL VERDE §

I, **GENEROSA GRACIA-RAMON**, County Clerk in and for said County and State, do hereby certify that the foregoing is a true and correct copy of the bill of costs that has accrued on cause number 6397; and same appears on record in my office.

GIVEN UNDER MY HAND and official seal of office in the County of Val Verde, Del Rio, Texas, on this the 7th day of MAY, A.D., 2018.

PROBATE COURT
VAL VERDE COUNTY, TEXAS

GENEROSA GRACIA-RAMON, COUNTY CLERK
VAL VERDE COUNTY, TEXAS

BY: _____, DEPUTY
ELVA HERNANDEZ

DATE : 03/06/18

#23

VAL VERDE COUNTY COMMISSIONER' COURT
AGENDA FACT SHEET

INSTRUCTIONS: FILL OUT ALL APPROPRIATE BLANKS. PLEASE PRINT OR WRITE LEGIBLY

DATE OF MEETING: June 13, 2018
NAME: Jo Ann Cervantes
TITLE OR POSITION: District Clerk

WORDING OF ITEMS EXACTLY AS YOU WISH IT TO APPEAR ON THE AGENDA. ATTACH EXTRA PAGES IF NECESSARY.

Requesting to pay case management invoice.

TOPIC AND DESCRIPTION OF ITEM(S)

Case Management invoice pending since 2016. This might have been an oversight during the transition of Mr. Lowe retiring and Mr. Weingardt becoming the new County Auditor. The process prior to Mr.Weingardt was to sign invoice and forward to Auditors for payment.

SIGNATURE: _____

NOTE: This form must be presented to the County Judge's Office at the County Courthouse no later than noon Friday prior to a regularly scheduled meeting. **ALL supporting documentation MUST be attached if action is to be taken in court.**

APPROVAL: _____ **DATE:** _____

BUDGET REQUEST FORM
FY 2016/2017
NEW BUDGET LINE ITEM WORKSHEET

Department Head: Jo Ann Cervantes - District Clerk

In the space provided below (and on additional sheets if necessary) please list any new line item you need included in the FY 2016/2017 budget along with a justification for each item.

REQUESTING OPEN P.O.'S FOR THE FOLLOWING:

DS Waters - Monthly Delivery and Services

Wal Mart - At times unexpected supplies or materials needed.
(Example: pens, pencils, clip boards, etc.)

Software & Maintenance :

Requesting a 1 x fee of $12,500.00 for Jury Management Software upgrade. Installation and training to be included.
(See attached proposal)

Requesting to increase the amount of the idocket software fee from $10,000.00 yearly to $13,000.00. This increase includes a new Jury Management Software that will be installed into the case management system once it is approved.

Signature of Elected Official or Department Head

iDocket.com™

Invoice

Date	Invoice#
9/09/16	333565

Bill To

Val Verde County District Clk.
JoAnn Cervantes
PO Box 1544
Del Rio, Texas 78841-1544
ACCT # 11160 VALVERDEDC1

Terms	Due Date
Due on receipt	09/09/16

Description	Qty	Rate	Amount
SupportFee 20160930 to 20170930		10,000.00	10,000.00

Thank you for using iDocket.com

Total 10,000.00

P.O. BOX 31023 AMARILLO, TX 79120
CORPORATE: 806-351-1034 FAX: 806-351-2329 TOLL FREE: 800-IDOCKET
WWW.IDOCKET.COM

#24

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Terrell County, Texas (hereinafter "County") effective June 13, 2018.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

DETENTION SERVICES

1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

1.02 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 MEDICAL INFORMATION: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.

1.04 TRANSPORTATION AND OFF-SITE SECURITY: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .545 per mile. Ambulance

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transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of $24.25 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

1.05 **SPECIAL PROGRAMS**: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY**: The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE**: The per diem rate for detention services under this agreement is Sixty-four dollars and five cents ($64.05) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE**: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:	OR make check payable to:	Or make remittance by ACH to:
The GEO Group, Inc.	The GEO Group, Inc.	The GEO Group, Inc
C/O Bank of America	P.O. Box 281560	C/O Bank of America
ABA Routing #0260-0959-3	Atlanta, GA 30384-1560	ABA #111-000-012
Account #3751223010		Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III
TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.

3.02 **RENEWALS**: This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

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3.03 **TERMINATION**: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW**: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY**: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCE**: Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

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ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT**: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE**: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Val Verde County Correctional Facility
253 FM 2523 Hamilton Lane
Del Rio, Texas 78840

To County: **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE**: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS**: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE**: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY**: By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

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In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

TERRELL COUNTY, TEXAS

By: _____
(As Authorized and approved by
Terrell County Commissioners Court
Dated: 6 11 18)

Date Signed: 6 11 18

_____
_____, County Treasurer

Date Signed: 6-14-2018

_____
Keith Hughes, Terrell County Sheriff

Date Signed: _____

ATTEST:
This 14 day of June, 2018

_____
Terrell County Clerk

VAL VERDE COUNTY, TEXAS

By: _____
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: 6-13-18)

Date Signed: 6-13-18

_____
Matthew S. Weingardt, Val Verde County Auditor

Date Signed: 6-13-18

_____
Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 6-13-18

ATTEST:
This 13 day of June, 2018

_____
Generosa Gracia-Ramon, Val Verde County Clerk

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INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Kinney County, Texas (hereinafter "County") effective June 13, 2018.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

DETENTION SERVICES

1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

1.02 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 MEDICAL INFORMATION: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.

1.04 TRANSPORTATION AND OFF-SITE SECURITY: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .545 per mile. Ambulance

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transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of $24.25 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

1.05 **SPECIAL PROGRAMS**: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY**: The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE**: The per diem rate for detention services under this agreement is Sixty-four dollars and five cents ($64.05) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE**: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:	OR make check payable to:	Or make remittance by ACH to:
The GEO Group, Inc.	The GEO Group, Inc.	The GEO Group, Inc
C/O Bank of America	P.O. Box 281560	C/O Bank of America
ABA Routing #0260-0959-3	Atlanta, GA 30384-1560	ABA #111-000-012
Account #3751223010		Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III
TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.

3.02 **RENEWALS**: This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

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3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCE:** Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

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ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT**: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE**: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Val Verde County Correctional Facility
253 FM 2523 Hamilton Lane
Del Rio, Texas 78840

To County: **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE**: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS**: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE**: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY**: By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

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In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

KINNEY COUNTY, TEXAS

By: [signature]
(As Authorized and approved by
Kinney County Commissioners Court
Dated: June 11, 2018)

Date Signed: June 11, 2018

[signature]
Kinney, County Treasure

Date Signed: June 11, 2018

[signature]
Kinney County Sheriff

Date Signed: 6-11-18

ATTEST:
This 11 day of June, 2018

Isela Ramon
Kinney, County Clerk

By: [signature]
Chief deputy

VAL VERDE COUNTY, TEXAS

By: _____
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: _____)

Date Signed: _____

_____
Matthew Weingardt, Val Verde County Auditor

Date Signed: _____

_____
Joe Frank Martinez, Val Verde County Sheriff

Date Signed: _____

ATTEST:
This ____ day of _____, 2018

_____
Generosa Gracia-Ramon, Val Verde County Clerk

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In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

KINNEY COUNTY, TEXAS

By:_____
(As Authorized and approved by
Kinney County Commissioners Court
Dated:_____)

Date Signed:_____

_____
_____,County Treasure

Date Signed:_____

_____
Kinney County Sheriff

Date Signed:_____

ATTEST:
This_____day of _____,2018

_____
_____, County Clerk

VAL VERDE COUNTY, TEXAS

By:_____
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: 6-13-18)

Date Signed: 6-13-18

_____
Matthew Weingardt, Val Verde County Auditor

Date Signed: 06.13.18

_____
Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 6-13-18

ATTEST:
This 13 day of June, 2018

_____
Generosa Gracia-Ramon, Val Verde County Clerk

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TREASURER'S REPORT

MAY 2018

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 APRIL 2018.

Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 13th day of June, 2018

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 June 13th, 2018 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for MAY 2018, 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 June, 2018

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 June, 2018.

HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

Val Verde County, TX

Detail Report
Account Summary
Date Range: 05/01/2018 - 05/31/2018

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
1111-1111-00-11020	Cash - Del Rio Bank & Trust Westexan	6,703,920.20	-1,162,897.61	3,012,021.45	4,174,919.06	5,541,022.59
1111-1111-00-11030	Cash - Texpool	1,131.54	0.00	0.00	0.00	1,131.54
1111-1111-00-11040	Cash - General Fund Texpool 2	1,267.95	0.00	0.00	0.00	1,267.95
1111-1111-00-11060	Cash - Hot Tax	44,684.03	3,580.35	3,580.35	0.00	48,264.38
	Total Fund: 1111 - General Fund:	**6,751,003.72**	**-1,159,317.26**	**3,015,601.80**	**4,174,919.06**	**5,591,686.46**
Fund: 1133 - SL 179						
1133-1111-00-11160	Cash - SL79	160,334.88	6.81	6.81	0.00	160,341.69
	Total Fund: 1133 - SL 179:	**160,334.88**	**6.81**	**6.81**	**0.00**	**160,341.69**
Fund: 1134 - Library Construction						
1134-1111-00-21115	Cash - Library Construction	252,784.93	-44,900.12	0.00	44,900.12	207,884.81
	Total Fund: 1134 - Library Construction:	**252,784.93**	**-44,900.12**	**0.00**	**44,900.12**	**207,884.81**
Fund: 1166 - SF Pastures						
1166-1111-00-11150	Cash - San Felipe Pastures	31,775.43	1.35	1.35	0.00	31,776.78
	Total Fund: 1166 - SF Pastures:	**31,775.43**	**1.35**	**1.35**	**0.00**	**31,776.78**
Fund: 1177 - Tax Note 2013						
1177-1111-00-11000	Cash - 2013 Tax Note	31,820.14	1.35	1.35	0.00	31,821.49
	Total Fund: 1177 - Tax Note 2013:	**31,820.14**	**1.35**	**1.35**	**0.00**	**31,821.49**
Fund: 1178 - Tax Note 2016						
1178-1111-00-11000	Cash - 2016 Tax Note	980,759.20	-10,420.45	50,040.75	60,461.20	970,338.75
	Total Fund: 1178 - Tax Note 2016:	**980,759.20**	**-10,420.45**	**50,040.75**	**60,461.20**	**970,338.75**
Fund: 1222 - Balance Road & Bridge						
1222-2222-00-11130	Cash - Road & Bridge Fund - Texas Community Bank	414,325.52	130,522.91	385,479.00	254,956.09	544,848.43
1222-2222-00-11140	Cash - Road & Bridge Texpool	816.31	0.00	0.00	0.00	816.31
	Total Fund: 1222 - Balance Road & Bridge:	**415,141.83**	**130,522.91**	**385,479.00**	**254,956.09**	**545,664.74**
Fund: 1333 - Interest & Sinking						
1333-3333-00-11070	Cash - Interest & Sinking Fund Bank & Trust	15,675.83	2.12	2.12	0.00	15,677.95
1333-3333-00-11071	Cash - Interest and Sinking Bank Trust Money M	207,866.90	156.01	156.01	0.00	208,022.91
1333-3333-00-11080	Cash - Interest & Sinking Fund Texas Community	206,455.38	5,339.39	5,339.39	0.00	211,794.77
1333-3333-00-11090	Cash - Interest & Sinking Fund Texpool	4,208.26	0.00	0.00	0.00	4,208.26
1333-3333-00-11200	Cash - Interest & Sinking Fund CD	622,977.73	0.00	0.00	0.00	622,977.73
	Total Fund: 1333 - Interest & Sinking:	**1,057,184.10**	**5,497.52**	**5,497.52**	**0.00**	**1,062,681.62**
Fund: 1444 - Payroll Clearing County						
1444-4444-00-11110	Cash - Payroll Clearing Bank & Trust	453,025.98	461,487.75	1,313,367.91	851,880.16	914,513.73

Detail Report **Date Range: 05/01/2018 - 05/31/2018**

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
	Total Fund: 1444 - Payroll Clearing County:	**453,025.98**	**461,487.75**	**1,313,367.91**	**851,880.16**	**914,513.73**
Fund: 1555 - Law Library						
1555-1111-00-11170	Cash - Texas Community Bank Law Library	6,282.33	-193.95	1,485.98	1,679.93	6,088.38
	Total Fund: 1555 - Law Library:	**6,282.33**	**-193.95**	**1,485.98**	**1,679.93**	**6,088.38**
Fund: 2666 - Grants						
2666-6666-00-21000	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21010	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21015	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21020	Cash - Help America Vote Act	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21030	Cash - HIDTA Amistad Intell 2017	0.00	0.00	8,954.99	8,954.99	0.00
2666-6666-00-21040	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21050	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21060	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21070	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	5,085.13	5,085.13	0.00
2666-6666-00-21080	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21090	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21100	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21110	Cash - Indigent Defense Grant	0.00	0.00	9,488.50	9,488.50	0.00
2666-6666-00-21120	Cash - Local Border Security 2995203	0.00	0.00	4,233.94	4,233.94	0.00
2666-6666-00-21130	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21131	Cash - Local Border Security 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21132	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21134	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21136	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21137	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21138	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
2666-6666-00-21140	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21150	Cash - Office of Justice Bullet Proof Vest	0.00	-15,080.81	0.00	15,080.81	-15,080.81
2666-6666-00-21160	Cash - Southwest Border Prosecution Initative	38,875.78	-1,430.00	0.00	1,430.00	37,445.78
2666-6666-00-21170	Cash - Stonegarden 2016	-67,673.34	0.00	0.00	0.00	-67,673.34
2666-6666-00-21180	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	4,533.60	4,533.60	0.00
2666-6666-00-21190	Cash - Border Prosecution 2537707	0.00	0.00	9,981.59	9,981.59	0.00
2666-6666-00-21191	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21192	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21200	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21210	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21215	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21220	Cash - T.C.D.B.G. #713076	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21230	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21240	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21245	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21250	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21253	Cash - DWI/Drug Court	-33.32	0.00	0.00	0.00	-33.32

Detail Report **Date Range: 05/01/2018 - 05/31/2018**

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21254	Cash -T.C.D.B.G. #7215499	0.40	0.00	0.00	0.00	0.40
2666-6666-00-21260	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21270	Cash - Texas Depart of Tranportation Frontera Road	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21280	Cash -Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21290	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21296	Cash -Tx Dept Trans Infrastructure	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21298	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
2666-6666-00-21300	Cash - Non Reportable Grants	19,692.86	6,699.06	61,310.28	54,611.22	26,391.92
2666-6666-00-21310	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21311	Cash - T.C.D.B.G #7216075	-63,042.98	-28,497.66	0.00	28,497.66	-91,540.64
2666-6666-00-21312	Cash - NIBRS 3200601	0.00	0.00	0.00	0.00	0.00
	Total Fund: 2666 - Grants:	**1,779,819.43**	**-38,309.41**	**103,588.03**	**141,897.44**	**1,741,510.02**
Fund: 4121 - Val Verde County Auditors Special Account						
4121-1400-00-41000	Cash - County Auditor Special Account	12,420.05	1.03	61,159.03	61,158.00	12,421.08
	Total Fund: 4121 - Val Verde County Auditors Special Account:	**12,420.05**	**1.03**	**61,159.03**	**61,158.00**	**12,421.08**
Fund: 4145 - Security Fees						
4145-1111-00-41080	Cash - Court House Security Fee	163,581.40	-8,289.81	1,927.68	10,217.49	155,291.59
	Total Fund: 4145 - Security Fees:	**163,581.40**	**-8,289.81**	**1,927.68**	**10,217.49**	**155,291.59**
	Grand Totals:	**12,095,933.42**	**-663,912.28**	**4,938,157.21**	**5,602,069.49**	**11,432,021.14**

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	6,751,003.72	-1,159,317.26	3,015,601.80	4,174,919.06	5,591,686.46
1133 - SL 179	160,334.88	6.81	6.81	0.00	160,341.69
1134 - Library Construction	252,784.93	-44,900.12	0.00	44,900.12	207,884.81
1166 - SF Pastures	31,775.43	1.35	1.35	0.00	31,776.78
1177 - Tax Note 2013	31,820.14	1.35	1.35	0.00	31,821.49
1178 - Tax Note 2016	980,759.20	-10,420.45	50,040.75	60,461.20	970,338.75
1222 - Balance Road & Bridge	415,141.83	130,522.91	385,479.00	254,956.09	545,664.74
1333 - Interest & Sinking	1,057,184.10	5,497.52	5,497.52	0.00	1,062,681.62
1444 - Payroll Clearing County	453,025.98	461,487.75	1,313,367.91	851,880.16	914,513.73
1555 - Law Library	6,282.33	-193.95	1,485.98	1,679.93	6,088.38
2666 - Grants	1,779,819.43	-38,309.41	103,588.03	141,897.44	1,741,510.02
4121 - Val Verde County Auditors Special	12,420.05	1.03	61,159.03	61,158.00	12,421.08
4145 - Security Fees	163,581.40	-8,289.81	1,927.68	10,217.49	155,291.59
Grand Total:	**12,095,933.42**	**-663,912.28**	**4,938,157.21**	**5,602,069.49**	**11,432,021.14**

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FUNDS FOR THE MONTH OF MAY 2018	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	155,248.24	726.92	6.43	5,265.17	$150,716.42
TAX COLLECTORS / VIT ESCROW ACCOUNT	89,618.66	40,526.12	16.57	0.00	$130,161.35
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	660,443.91	827,602.09	264.02	740,081.91	$748,228.11
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	532,108.98	857,315.20	26.68	973,518.27	$415,932.59
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	25,067.69	30.00	1.06	0.00	$25,098.75
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	16,656.96	150.00	0.71	0.00	$16,807.67
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	51,845.10	2,750.00	2.24	0.00	$54,597.34
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	331,766.50	4,277.00	114.50	7,965.20	$328,192.80
COUNTY CLERK RECORD ARCHIVE FUND	277,811.99	4,144.00	87.22	94,785.60	$187,257.61
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	7,334.99	5,830.36	0.00	0.00	$13,165.35
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	1,067.41	0.00	0.00	0.00	$1,067.41
DISTRICT ATTORNEY-PAYROLL ACCOUNT	252.80	0.00			$252.80
DISTRICT CLERK- COURT COST ACCOUNT	365,260.56	29,469.13	0.00	20,040.35	$374,689.34
DISTRICT CLERK- REGISTRY FUND	642,620.15	22,048.91	0.00	8,078.15	$656,590.91
DISTRICT CLERK-RECORD ARCHIVE FUND	22,602.35	251.42	0.00		$22,853.77
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	$65,027.55
DISTRICT CLERK RECORD PRESERVATION	23,345.26	19.85	8.93		$23,374.04
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	$71,586.56
RECORD PRESERVATION	38,737.72	292.95	14.89		$39,045.56
COURT AT LAW CONTRIBUTION ACCOUNT	520.74	0.00	0.00	0.00	$520.74
BAIL SECURITY	38,500.79	0.00	14.72	0.00	$38,515.51
WELFARE FUND - COUNTY JUDGE	1,067.41				$1,067.41
COURT AT LAW TECHNOLOGY FUND	624.64	48.00	0.22		$672.86
TOTAL					**$3,365,422.45**

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

Pool Information

Location: 78328
Val Verde County

TexPool

Average Monthly rate for May	1.7159%
Average Monthly Dividend Factor for May	0.000047010
Information as of	June 5, 2018
Daily Net Yield	1.7542%
Dividend Factor	0.000048061
7 Day Net Yield	1.76%
Daily Assets	$18,699,261,017.05
Weighted Average Maturity	28 days
Weighted Average Life	81 days
NAV	0.99994

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

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

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

(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

(3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.

ACCOUNT HISTORY REPORT

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

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/17					$1,123.30
MONTHLY INTEREST	10/31/17	10/31/17	$1.00	$0.93		$1,124.23
MONTHLY INTEREST	11/30/17	11/30/17	$1.00	$0.90		$1,125.13
MONTHLY INTEREST	12/31/17	12/31/17	$1.00	$1.11		$1,126.24
MONTHLY INTEREST	01/31/18	01/31/18	$1.00	$1.24		$1,127.48
MONTHLY INTEREST	2/28/2018	2/28/2018	$1.00	$1.12		$1,128.60
MONTHLY INTEREST	03/31/18	03/31/18	$1.00	$1.43		$1,130.03
MONTHLY INTEREST	04/30/18	04/30/18	$1.00	$1.50		$1,131.53
MONTHLY INTEREST	05/31/18	05/31/18	$1.00	$1.55		$1,133.08
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

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

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/17					$1,258.02
MONTHLY INTEREST	10/31/17	10/31/17	$1.00	$1.24		$1,259.26
MONTHLY INTEREST	11/30/17	11/30/17	$1.00	$1.20		$1,260.46
MONTHLY INTEREST	12/31/17	12/31/17	$1.00	$1.25		$1,261.71
MONTHLY INTEREST	01/31/18	01/31/18	$1.00	$1.40		$1,263.11
MONTHLY INTEREST	02/28/18	02/28/18	$1.00	$1.40		$1,264.51
MONTHLY INTEREST	03/31/18	03/31/18	$1.00	$1.65		$1,266.16
MONTHLY INTEREST	04/30/18	04/30/18	$1.00	$1.80		$1,267.96
MONTHLY INTEREST	05/31/18	05/31/18	$1.00	$1.86		$1,269.82
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

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

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/17					$810.28
MONTHLY INTEREST	10/31/17	10/31/17	$1.00	$0.62		$810.90
MONTHLY INTEREST	11/30/17	11/30/17	$1.00	$0.60		$811.50
MONTHLY INTEREST	12/31/17	12/31/17	$1.00	$0.80		$812.30
MONTHLY INTEREST	01/31/18	01/31/18	$1.00	$0.93		$813.23
MONTHLY INTEREST	02/28/18	02/28/18	$1.00	$0.84		$814.07
MONTHLY INTEREST	03/31/18	03/31/18	$1.00	$1.04		$815.11
MONTHLY INTEREST	04/30/18	04/30/18	$1.00	$1.20		$816.31
MONTHLY INTEREST	05/31/18	05/31/18	$1.00	$1.24		$817.55
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	09/30/17					$4,176.70
MONTHLY INTEREST	10/31/17	10/31/17	$1.00	$3.72		$4,180.42
MONTHLY INTEREST	11/30/17	11/30/17	$1.00	$3.60		$4,184.02
MONTHLY INTEREST	12/31/17	12/31/17	$1.00	$4.14		$4,188.16
MONTHLY INTEREST	01/31/18	01/31/18	$1.00	$4.65		$4,192.81
MONTHLY INTEREST	02/28/18	02/28/18	$1.00	$4.34		$4,197.15
MONTHLY INTEREST	03/31/18	03/31/18	$1.00	$5.40		$4,202.55
MONTHLY INTEREST	04/30/18	04/30/18	$1.00	$5.71		$4,208.26
MONTHLY INTEREST	05/31/18	05/31/18	$1.00	$6.20		$4,214.46
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						