

#17



Val Verde County
2016 Tax Note
901 Bedell Ave. Suite A
Del Rio, Texas 78840

Texas Community Bank
2411 Veterans Blvd
Del Rio, Texas 78840

1149

| CHECK DATE | PAY THIS AMOUNT |
|------------|-----------------|
| 08/22/2018 | \$80,000.00 |

PAY --Eighty Thousand Dollars and 00/100 Cents--

TO THE ORDER OF Yellowhouse Machinery Co.
P.O. Box 31388
Amarillo, TX 79120-

Matthew Wiggert
James J. Johnson

⑈ 1149 ⑈ ⑆ 1149 248 101 ⑆ ⑈ 60 1000 28 3 2 ⑈

Val Verde County

1149

VENDOR: 6154 Yellowhouse Machinery Co.

08/22/2018

| DATE | ID | PO # | DESCRIPTION | GL ACCT # | AMOUNT |
|-----------|-------------|-------|-----------------------------|--------------------|-----------|
| 7/30/2018 | 05694122-LB | 55298 | TN - Pct 4 - Backhoe Loader | 1178-1111-34-16005 | 80,000.00 |

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 03/31/2020)

#18

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

| | | |
|--|---|--|
| 1. Program Title(s) Community Development Block Grant Program | 2. HUD/State Identification Number TxCDBG 7218026 | 3. Recipient Identification Number (optional) 17460006731 |
| 4. OMB Catalog Number(s) CFDA 14.228 Community Development Block Grant | 5. Name and address of responsible entity Val Verde County 400 Pecan Street Del Rio, Texas 78841 | |
| 6. For information about this request, contact (name & phone number) Efrain Valdez, (830) 774-7501 | 7. Name and address of recipient (if different than responsible entity) Val Verde County 400 Pecan Street Del Rio, Texas 78841 | |
| 8. HUD or State Agency and office unit to receive request Pam Wozniak Environmental & Labor Specialist Texas Department of Agriculture P O Box 12847 Austin, Texas 78711-2847 | | |

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

| | |
|--|--|
| 9. Program Activity(ies)/Project Name(s) Val Verde County TxCDBG 7218026 STEP Fund | 10. Location (Street address, city, county, State) 400 Pecan Street Del Rio, Texas Val Verde County 78841 |
|--|--|

11. Program Activity/Project Description

Residents of the Unincorporated Community of Ridgeline in Val Verde County do not currently have access to a clean, reliable source of potable water. The proposed project shall use volunteers to connect to the City of Del Rio Public Water System.

Water Improvements Contractor shall utilize volunteers and donated equipment to install on Ridgeline, Poindexter and Valley Vue Streets in the Ridgeline Community approximately sixteen thousand linear feet (16,000 LF) of eight-inch (8") water line, approximately six thousand two hundred fifty linear feet (6,250 LF) of two-inch (2") water line, fifteen (15) fire hydrants, valves, meters, meter boxes, and all appropriate appurtenances.

Rehabilitation: Single-Unit Water Service Contractor shall use volunteer labor to install eighteen (18) yard lines and all appurtenances. TxCDBG funds shall not be utilized to pay for cost of yard lines on properties that do not qualify as low-to-moderate income households.

Acquisition: Contractor shall acquire the easement needed for the water improvement project site. Acquisition of an easement shall occur on Valley Vue Street from Ridgeline Street to end of Valley Vue Street. Contractor shall carry out all acquisition of needed real property, easements, and/or rights of way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et. seq.) and HUD implementing regulations (24 C.F.R. Part 42).

#18

Part 2. Environmental Certification (to be completed by responsible entity)

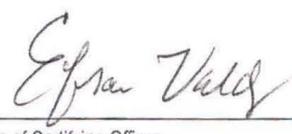
With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X 

Title of Certifying Officer

Val Verde County Judge

Date signed

September 5, 2018

Address of Certifying Officer

400 Pecan Street Del Rio, Texas 78841

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

COPY

County of Val Verde



Efrain V. Valdez
County Judge

#18

Del Rio, TX
Email: evaldez@valverdecountry.org

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

September 5, 2018

Pam Wozniak
Environmental & Labor Specialist
Texas Department of Agriculture
PO Box 12847
Austin, Texas 78711-2847

RE: Val Verde County TxCDBG 7218026 STEP Fund

Dear Pam Wozniak:

Val Verde County has conducted an environmental review of the proposed TxCDBG 7218026 STEP Fund Project for the purpose of to make improvements to the water system that serves the unincorporated community of Ridgeline. Residents of the Ridgeline Community in Val Verde County do not currently have access to a clean, reliable source of potable water. The proposed project shall use volunteers to connect to the City of Del Rio Public Water System.

Water Improvements Contractor shall utilize volunteers and donated equipment to install on Ridgeline, Poindexter and Valley Vue Streets in the Ridgeline Community approximately sixteen thousand linear feet (16,000 LF) of eight-inch (8") water line, approximately six thousand two hundred fifty linear feet (6,250 LF) of two-inch (2") water line , fifteen (15) fire hydrants, valves, meters, meter boxes, and all appropriate appurtenances.

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Val Verde County has completed all consultation/mitigation protocol requirements, published FONSI/RROF on August 12, 2018 and has completed the enclosed Request for Release of Funds and Certification (HUD 7015.15) prior to committing or drawing down any funds for construction.

Should you have any questions or need for additional information, please contact my office at (830) 774-7501 or Esser & Company Consulting LLC, Consultants for Val Verde County, (830) 278-1423.

Sincerely,



Efrain Valdez
Val Verde County Judge

P.O. Box 4250 • Del Rio, TX 78841

Generosa Gracia-Ramon, Val Verde County Clerk

1. Requesting appointment of election judges and setting rates of pay for judges and clerks at \$15.00 per hour for the upcoming November 6, 2018 General Election. #20
2. Requesting appointment of the General Central Counting Station Manager for the upcoming November 6, 2018 General Election. #21
3. Requesting appointment of the General Counting Station Judge and Alternate Judge for the upcoming November 6, 2018 General Election. #22
4. Requesting appointment of the Tabulation Supervisor for the upcoming November 6, 2018 General Election. #23
5. Requesting appointment of the Val Verde County Clerk's Deputies as Early Voting Clerks (as needed) for the upcoming November 6, 2018 General Election. #24
6. Requesting designation of the number of clerks assigned per polling place for the upcoming November 6, 2018 General Election. #25

EARLY VOTING AND ELECTION DAY WORKERS
GENERAL ELECTION NOVEMBER 8, 2016

#20

2016 ELECTION DAY CLERKS

| NAME | ADDRESS |
|-----------------------|---------------------|
| RUBY A NIETO | 505 W BOWIE |
| ANGELITA M LOWE | 204 E CHAPOY |
| MANUEL GUERRERO | 149 HORSESHOE BEND |
| JUANITA DE LA PAZ | 920 HOWELL ST |
| PATRICIA SPENCER | 208 RAPALA DR |
| JOSHUA P LOWE | 204 E CHAPOY |
| MIGUEL LOZANO | 536 DUCK PONDS |
| MARIA F DE LA CERDA | 120 RICKS DR |
| AMANDA R MOPPERT | 218 MARY LOU UNIT B |
| MARCELA CHAVARRIA | 315 E BEAN ST |
| | |
| | |
| GUSTAVO V. ALCALA | 502 E GUTIERREZ |
| AMANDA MOPPERT | 218 MARY LOU #13 |
| CARRIE MARTIN | 209 E 12TH ST |
| | |
| RUBY A NIETO | 505 W BOWIE |
| JOSE L VILLANUEVA III | 116 E MORIN |
| MARCELA CHAVARRIA | 315 E BEAN |
| MANUEL GUERRERO | 149 HORSESHOE BEND |
| DORA G ALCALA | 201 BORROUM ST |
| MIGUEL A LOZANO | 536 DUCK POND |
| | |
| THELMA L ZAPATA | 606 W BEAN |
| PATRICIA SPENCER | 208 RAPALA |
| DOLORES G ORTIZ | 111 ALTA VISTA |
| | |
| ANITA MONROE | 82 MICHELLE DR |
| DANELLE JOLAN HAWS | 104 UNIT B SKYLINE |
| ARLENE ABREGO | 305 BORROUM |
| ANDREA ABREGO | 11490 W US HWY 90 |
| DEBORAH ANN COLBURN | 122 LODGPOLE TRAIL |

EARLY VOTING AND ELECTION DAY WORKERS
GENERAL ELECTION NOVEMBER 8, 2016

2016 ELECTION DAY CLERKS

| | |
|-------------------------|----------------------------|
| THERESA CHAMBERS STOLTE | 859 ROADRUNNER ST |
| GUADALUPE MCDOWEL | 419 PUMA ST |
| JUAN A NIETO | 613 E GARZA |
| ANGELITA LOWE | 204 E CHAPOY |
| JOSHUA D LOWE | 204 E CHAPOY |
| HUGO TARANGO (PCT 22) | 202 RICKS DR |
| CLAY DISSLER | P O BOX 421873 DR TX 78842 |
| STELLA GOMEZ | P O BOX 420716 DR TX 78842 |
| HUGO TARANGO (PCT 23) | 202 RICKS DR |
| MARY E MOTA | 208 SUNSET AVE |
| JUANITA VOYT | 102 CRESTLINE DR |
| ANNA A CHAPMAN | 202 SILVER SAGE DR |
| GENE A CHAPMAN | 202 SILVER SAGE DR |
| SANDRA GAVIRIO | 308 GRISSOM DR |
| MARIA TREVINO | 1208 LAS VACAS |
| OLGA A CADENA | 100 ROYAL WAY DR 1C |
| SILVIA GOMEZ | 114 AGUINALDO ST |
| JOE MEZA | 1310 AVE Q |
| GERALD MCCRARY | 431 HOUSTON ST |
| DIANA SOTELO | 103 JODOBO DR |
| CAROLYN B COOPER | 300 WESTWARD WAY |
| JANA PLANK | 102 ROLLING RIDGE DR |
| REBECCA M FLORES | 103 WINDING WAY |
| HELEN A COURTNEY | 10401 W HWY 90 |
| RAMONA D OSTEN | 106 MEANDERING WAY |
| GUADALUPE DE LOS SANTOS | 221 WARBONNET TRAIL |
| REBECCA R GAMBREL | 857 STRIPER RD |

#20

EARLY VOTING AND ELECTION DAY WORKERS
GENERAL ELECTION NOVEMBER 8, 2016

2016 ELECTION DAY CLERKS

| | |
|---------------------------|---|
| SYDNEY HARDIN | 336 SONORA/UNIT 754 |
| CONNIE FRYKMAN | 389 DEL RIO ST PO BOX 796 COMSTOCK, TX 78837 |
| ALLAN WRIGHT | 33694 HWY 90 W PO BOX 924 COMSTOCK, TX 78837 |
| DEWEY HULME | 101 CHOLLA PO BOX 973 COMSTOCK, TX 78837 |
| DEBORAH AMMONS | 101 S BROADVIEW ST |
| FEDERICO VELA JR | 104 SKYLINE ST |
| IVONE BUKOWSKI | 204 PARKWAY AVE |
| JUANITA DE LA PAZ | 920 HOWELL ST |
| RODGER PAXTON | 303 W STRICKLAND |
| PATRICIA A BARRERA | PO BOX 421747 |
| ROSA AIDEE LOWE | 104 TREY DR |
| SHARON CHAVEZ | 809 RIO GRANDE ST |
| YOLANDA MCNAMARA | 890 LAKESHORE DR |
| YVONNE RODRIGUEZ | 206 STANLEY ST |
| VERONICA DOMINGUEZ | 304 E BOWIE |
| MARIA R RIVERA | 910 HOWELL ST |
| IDALIA CASTELLANOS | 709 E 15H ST |
| WILLIAM ROBINSON | 200 WAGON WHEEL RD |
| VANESSA ALDRETE | 319 CEDRO ST |
| MONICA ALDRETE | 554 TOP DRIVE |
| SARAH MARTINEZ | 805 AVE B |
| CRYSTAL JONES | 816 VIRGINIA ST |
| JOSE ALFREDO HERNANDEZ JR | 224 GUAYACAN ST |
| CRISTELA GARCIA | 114 DEBORAH KAY |
| REBECCA RHOADES | 3947 FOSTER RANCH RD LANGTRY, TX 78871 |

#20

EARLY VOTING AND ELECTION DAY WORKERS
GENERAL ELECTION NOVEMBER 8, 2016

2016 ELECTION DAY CLERKS

| | |
|---------------------------|-------------------------------|
| PATRICIA ANN FRITZ | 311 RIO LOOP |
| DONNA MOLONE | 101 AGAVE |
| DIANNA PATRICK | 105 ALGERITA BOX CANYON |
| EARLY VOTING BALLOT BOARD | 11/7/16 TO 11/8/16 |
| LINDA POLANCO | 113 JAIMIE WAY |
| DAYNA TAYLOR | 510 FAR HILLS DR |
| DAVID HOOD | 112 MESQUITE TRAIL |
| JEANNIE ROSAS | 803 GRINER |
| THELMA A PALMA | PO BOX 420174 200 JAP LOWE DR |
| JESSIE DE HOYOS | 110 N FRANK |
| WILLIAM WHITE | 253 PACKSADDLE CIR |
| CURTIS E FOX | 114 PEACEPIPE TRAIL |
| JOHN ALLEN | 105 CABARNET LN |
| AMANDA MOPPERT | 218 MARY LOU #13 |
| CENTRAL COUNTING STATION | |
| JOVITA CHRISTIE | 8879 W US HWY 90 |
| ROBERTO CASTILLO | 601 RAMON ST |
| | |
| | |
| TOTAL | |
| | |
| | |
| | |

#20

21

**RECOMMENDED
GENERAL COUNTING STATION MANAGER
NOVEMBER GENERAL ELECTION
NOVEMBER 6, 2018**

| | | | |
|--|---|--|--|
| | GENERAL COUNTING STATION MANAGER | | |
| | GENEROSA GRACIA-RAMON | | |

22

RECOMMENDED
CENTRAL COUNTING STATION JUDGES
NOVEMBER GENERAL ELECTION
NOVEMBER 6, 2018

| | PRESIDING JUDGE | ALTERNATE JUDGE | |
|--|-----------------|-----------------|--|
| | JOVITA CHRISTIE | ROBERT CASTILLO | |

23

RECOMMENDED
TABULATION SUPERVISOR
NOVEMBER GENERAL ELECTION
NOVEMBER 6, 2018

| | | | |
|--|-----------------------|--|--|
| | TABULATION SUPERVISOR | | |
| | CYNDI SAWTELLE | | |

24

RECOMMENDED
DEPUTY CLERKS
FOR
NOVEMBER GENERAL ELECTION
NOVEMBER 6, 2018

| |
|------------------|
| DIANA ALCALA |
| MARY AGUILAR |
| MARIA FUENTES |
| CYNDI SAWTELLE |
| GREG TALAMANTEZ |
| YVONNE AVILA |
| VERONICA BASURTO |
| BELINDA ESQUIVEL |
| ALBERT TREVINO |

VAL VERDE COUNTY

2018 NOVEMBER GENERAL ELECTION

TUESDAY, NOVEMBER 6, 2018

ELECTION DAY PROPOSED POLLING LOCATIONS

HOURS: 7:00 A.M. TO 7:00 P.M.

| ELECTION PRECINCT # | POLLING LOCATION(S) FOR ELECTION DAY ONLY | | # of CLERKS |
|---------------------|--|-----------|-------------|
| 10 | Old Court-At-LAW 207 EAST LOSOYA | | 7 |
| 11 | JOE RAMOS FACILITY 1105 DE LA ROSA STREET | | 7 |
| 12 | KNIGHTS OF COLUMBUS HWY 90 EAST | | 7 |
| 13 | RUBEN CHAVIRA ELEMENTARY SCHOOL HWY 277 SOUTH | TENTATIVE | 7 |
| 20 | ROUGH CANYON FIRE HOUSE 6911 Rec Road 2 (ROUGH CANYON) | | 7 |
| 21 | LOAVES & FISHES (OLD CARDWELL SCHOOL CAFETERIA) 400 AGUIRRE ST/CORTINAS ENTRANCE | | 7 |
| 22 | DEL RIO CIVIC CENTER 1915 VETERANS BLVD | | 7 |
| 23 | DEL RIO CIVIC CENTER 1915 VETERANS BLVD | | 7 |
| 24 | HAMILTON COUNTY FIRE STATION HAMILTON LANE | | 7 |
| 30 | 4H BARNS (COUNTY FAIRGROUNDS) 2006 N. MAIN STREET | | 7 |
| 31 | NORTHSIDE BAPTIST CHURCH 1100 AMISTAD BLVD & ECHO VALLEY | TENTATIVE | 7 |
| 32, 42, 43 | COMSTOCK COMMUNITY CENTER 68 LANGTRY ST. (COMSTOCK, TX) | | 12 |
| 33 | NORTHSIDE COUNTY FIRE STATION 10190 W. US HWY 90 | | 7 |
| 40 | ST. JOSEPH CHURCH PARISH HALL 510 WERNETT STREET | | 7 |
| 41 | VAL VERDE COMMUNITY CENTER 1690 CIENEGAS RD | | 7 |
| 42 | LANGTRY COMMUNITY CENTER 42 TORRES AVENUE (LANGTRY, TX) | W/PCT. 32 | |
| 43 | OLD BOX CANYON STORE (MARIO RIVERO) 104 PURPLE SAGE STREET | W/PCT. 32 | |

#26

DIR Contract No. DIR-SS-ILC0032

INTERLOCAL CONTRACT
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
VAL VERDE COUNTY
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE
AGREEMENTS

COPY

This Interlocal Contract ("ILC" or "Contract") is entered into by the governmental entities shown above as contracting parties (referred to individually as a "Party" and collectively as the "Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the "Receiving Entity" or the "DIR Customer."

This ILC authorizes DIR Customer to participate in the Department of Information Resources ("DIR" or "Performing Agency") Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR's Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider ("MSI SCP") and various Service Component Providers ("SCP"). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website ("DIR Shared Services Contracts") and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

SECTION I
CONTRACTING PARTIES

DIR CUSTOMER: Val Verde County

PERFORMING AGENCY: Department of Information Resources

SECTION II STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. SCP(s) will respond with a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service. DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of this ILC and the relevant Shared Services Contract(s). Later termination of a Service or

solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

2.3 Change Orders and Change Control

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

SECTION III DIR CUSTOMER PARTICIPATION

3.1 General Shared Services Governance

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

3.2 DIR Customer and SCP Interaction and Issue Escalation

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

3.3 DIR Customer Specific Laws

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws ("DIR Customer-Specific Laws"), other than SCP Laws, that pertain to any part of DIR Customer's business that is supported by SCPs under the DIR Shared Services Contracts, and DIR will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM

specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

3.4 DIR Customer responsibilities

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer's needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.
- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

3.5 DIR Customer Equipment and Facilities

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

3.6 DIR Customer Contracts, Leases, and Software with Third Parties

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

3.7 Security

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

SECTION IV CONTRACT AMOUNT

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. This form may be revised and updated by DIR Customer as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

SECTION V PAYMENT FOR SERVICES

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic

Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES

6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

SECTION VII MISCELLANEOUS PROVISIONS

7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other.

If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

7.2 Inventory Control

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

7.3 Confidential Information

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

7.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Bea Munoz

Title: Tax Assessor Collector
Address: 309 Mill St, Del Rio, Tx 78840
Telephone: 830-774-7530
Email: bea.munoz@valverdecountry.org

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

7.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

7.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

7.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

7.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities

of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

7.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

7.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

Signatory Warranty

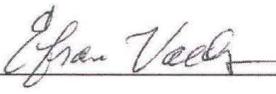
Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII
CERTIFICATIONS**

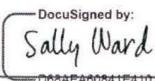
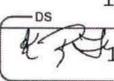
The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: VAL VERDE COUNTY

By: 
Printed Name: Efrain V. Valdez
Title: County Judge
Date: 9/24/18

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: 
Printed Name: Sally Ward
Title: Director, Program Planning and Governance
Date: 10/8/2018 | 9:43 AM CDT
Legal:  10/2/2018 | 12:51 PM CDT

Attachments to ILC

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

Attachment A
Estimated Spend Form

*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to _____ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: _____

Printed Name: _____

Title: _____

Date: _____

DIR Contract No. DIR-SS-ILC0032

Attachment B
Additional Confidentiality Requirements

None.

TEXAS.GOV TERMS AND CONDITIONS

Effective September 1, 2018:

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the Service Component Providers ("SCPs").

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract (also referred to as "DIR Shared Technology Services Contract").

DIR Customer agrees to the following conditions for receiving Texas.gov Program Services:

1. DIR Approval

DIR Customer must obtain DIR's approval of incorporating DIR Customer's website and/or Applications into the Texas.gov Program.

2. Customer Website and Application Security

If DIR Customer is hosting its own website or application, DIR Customer shall adhere to applicable federal, state, and local government information security standards and shall comply with the established security policies and procedures of the Texas.gov program. DIR Customer acknowledges any failure on its part to follow recommended security standards, policies and procedures may place its own data and operations at risk as well as those of Service Provider and other governmental entities. Service Provider and DIR will not be liable for violations of security policies and procedures by DIR Customer.

3. Texas.gov Strategic Outreach

In marketing materials such as brochures, press releases, advertisements, and other mail-outs and informational pieces for DIR Customer Services accessible through Texas.gov, DIR Customer will include in any marketing piece in any medium notification that the Services are provided in affiliation with Texas.gov and will use the Texas.gov logo and universal resource locator (URL) provided by Service Provider for such purpose. DIR Customer agrees to explore the possibility of co-marketing with Service Provider the DIR Customer Services available through Texas.gov so marketing costs are shared. There will be a link to the Customer URL from Texas.gov.

4. Fees

For the Services provided by Service Provider, DIR is authorized to collect the fees approved by the DIR Board and the fees included within the financial solution provided through the Request for Services process. The financial solution can be modified for the addition, deletion, or change of fees as Applications and Services are revised based on mutual written agreement of DIR and DIR Customer. DIR may increase or decrease the relevant Hosting Fee, County Participation Fee, New County Fee, or Texas.gov Transaction and/or Convenience fee at any time with applicable DIR Board approval.

5. Customer Obligations

In addition to any other Customer obligations set out in the terms of the IAC/ILC, in response to the Request for Services, approved solution documents, and the relevant Texas.gov Program related Master Services Agreement(s), DIR Customer will have the following obligations:

5.1 DIR Customer will utilize a single merchant ID for Application(s) listed in the technical solution, unless expressly set out in the technical solution.

5.2 DIR Customer will provide a contact number for the Application(s) on an 8:00 a.m. - 5:00 p.m. Central Time, (Monday through Friday) basis to receive inquiries routed from the Texas.gov Help Desk.

5.3 DIR Customer will cooperate with Service Provider(s) in Service Provider's performance of its obligations under this Agreement. DIR Customer will make its systems available for a security audit if required by Service Provider. DIR Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems, unless expressly allowed in the technical solution.

5.4 DIR Customer will comply with the terms of use and privacy statements, which are displayed on the Texas.gov Website, and with all applicable laws related to information received from or distributed to individuals using the Texas.gov applications. DIR Customer acknowledges no personally identifiable or private information collected through Texas.gov may be used by DIR Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user "opts-in" to the contemplated use of his or her personally identifiable or private information), and (iii) the DIR Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of Texas.gov.

5.5 DIR Customer will provide access to information and systems as necessary to assist Service Provider(s) in performing its obligations hereunder and under the relevant Texas.gov Program related Master Services Agreement(s).

5.6 DIR Customer will follow security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State information or Customer at risk of loss, damage, or breach of security.

5.7 DIR Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on Texas.gov.

5.8 DIR Customer will process all refunds for its users unless otherwise noted in the financial solution. DIR Customer will use the Service Provider application to process credit card refunds requested by its users.

5.9 For Convenience Fees, DIR Customer depositing funds into the Comptroller of Public Accounts (CPA) must code the Texas.gov fee into the USAS code block to automatically remit the fee, unless otherwise agreed upon. There will be no invoice generated for fees automatically remitted. All other convenience fees will be invoiced monthly.

5.10 For Subscription Fees, DIR Customer will report to DIR, or DIR's designee, no later than the third (3rd) Business Day of each month (or other date agreed to by both parties in writing), the previous month's online Subscription Fees processed through the Texas.gov Payment Processing Service Provider and the offline (cash/check) Subscription Fees. The report is to be provided electronically in a format and method that is in accordance with the relevant Service Management Manual ("SMM"). The Subscription Fees report provided will be used to invoice the DIR Customer on a monthly basis.

5.11 Customer's failure to pay DIR in a timely manner may result in the suspension of Customer's services until outstanding payment is received by DIR, following 30 days written notice to Customer.

5.12 DIR Customer will notify DIR in writing of all laws, rules and regulations, and changes thereto, that affect Texas.gov applications in use by DIR Customer.

5.13 DIR Customer will require its subcontractors performing services related to this IAC to fulfill DIR Customer's obligations under this Agreement, including, without limitation, DIR Customer's obligations related to security and PCI DSS and related to cooperation with the Service Provider(s). DIR or Service Provider(s) shall not be responsible for, shall have no liability with respect to, and shall suffer no penalty (including, without limitation, the imposition of liquidated damages or other monetary damage) arising out of or related to the actions or omissions of DIR Customer's subcontractors (other than Service Provider, its agents or its subcontractors).

5.14 DIR Customer shall comply with all policies, procedures, and processes as provided by DIR, including but not limited to those within the relevant SMM(s).

6. Miscellaneous Provisions

6.1 DIR Customer Copyright and Content Non-Supervision Acknowledgment. DIR Customer represents the content and other materials furnished to Service Provider by DIR Customer for Texas.gov do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any



applicable law or State rules and regulations for Texas.gov. DIR Customer acknowledges neither Service Provider nor DIR is responsible for investigation or approval of the content of any third-party sites to which DIR Customer links on Texas.gov. Further, DIR Customer acknowledges neither DIR nor Service Provider is responsible for the accuracy, completeness, or review of the content of DIR Customer's public records or text furnished by DIR Customer to Service Provider.

6.2 Failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of the Applications on Texas.gov by Service Provider and DIR. Further, any situation related to security, privacy, network stability, or financial processing that could adversely affect Texas.gov may lead to the suspension of DIR Customer's Applications on Texas.gov. Service Provider will give DIR and the DIR Customer notification of non-compliance immediately upon suspension.

6.3 The CPA issued Accounting Policy Statement 029 (APS029) regarding processing Texas.gov fees. DIR Customer must coordinate with DIR regarding any changes that may be necessary pursuant to APS029.

6.4 In furtherance of the audit rights previously agreed to and within the IAC/ILC, Texas Government Code, the DIR Shared Services Contracts (also referred to as the DIR Shared Technology Services Contracts), and other law, DIR Customer agrees to cooperate with DIR in any review or audit, including without limitation any review or audit of subscription fees. If any inaccuracies or errors are determined, DIR Customer may owe such amounts at the time of determination.

#29

Agreement For Program Year 21, 2019-2020

Val Verde County Library and Stan Wykosky agree to the following:

Stan Wykosky will:

- Submit all forms and be the contact person for all interactions with the School and Libraries Division for the E-Rate process.

Val Verde County Library will:

- Respond in a timely manner to requests for information required by the E-Rate program.
- Authorize Stan Wykosky to represent Val Verde County Library in interactions with the Schools and Libraries Division.

Payment Terms:

- Val Verde County Library will pay a fee of 30% of the discounts and/or reimbursements received from the E-Rate program for Category 1 services. Your School will pay a fee of 5% for Category 2 services. There are no additional fees.
- Stan Wykosky will not be an employee of Val Verde County Library. Stan Wykosky will be an independent contractor.
- Fees will be paid after Val Verde County Library receives the discounts or reimbursements.
- Stan Wykosky will submit invoices periodically to Val Verde County Library based on the amounts paid by the Schools & Libraries Division.

Cancellation:

- Val Verde County Library may cancel this agreement at any time and for any reason.
- Stan Wykosky may cancel this agreement at any time and for any reason.

Upon Cancellation:

- Val Verde County Library will continue to pay fees on discounts and reimbursements received for the E-Rate funding years for which Val Verde County Library authorized Stan Wykosky to be the agent for Val Verde County Library.

Penalties for Nonperformance:

- There are no penalties for failing to receive funding from the E-Rate program regardless of the reason or party failing to perform.
- If actual performance is different from expected performance, either party may cancel the agreement but cannot hold the other party responsible for discounts or reimbursements not received.

Date: 9-5-2019

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Name (print): Rosendo R. Hernandez Jr.

Name (print): Stan Wykosky

Court Approved

9-5-2019



#29

VAL VERDE COUNTY

Purchasing Department
400 Pecan Street, 3rd Floor
Del Rio, TX 78840

**Val Verde County Library
E-Rate Agency Letter
For Program Year 21, 2019-2020**

This Letter of Agency confirms our desire to participate in the E-Rate Program for the procurement of eligible Category 1 and Category 2 equipment and services.

I hereby authorize Stan Wykosky to submit FCC Form 470, FCC Form 471, FCC Form 486, and other E-Rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of Val Verde County Library. In addition, I authorize Stan Wykosky to be the point of contact for all matters related to E-Rate and the School and Libraries Division.

I understand that in submitting these forms on our behalf, Stan Wykosky is making certifications for Val Verde County Library. To the best of my knowledge, information, and belief, all information provided to Stan Wykosky for E-Rate submission is true.

This Letter of Agency is only valid for Program Year 21, 2019-2020.

I certify that I am authorized to sign this Letter of Agency.

School Name: Val Verde County Library

Signature of authorized person: *Rogelio R Musquiz Jr*

Printed name of authorized person: Rogelio R Musquiz Jr

Title or position of authorized person: Purchasing Agent

#29

**Val Verde County Library
E-Rate Eligibility Certification
For Program Year 21, 2019-2020**

This E-Rate Eligibility Certification is to confirm Val Verde County Library participation in the **E-Rate Program** for the procurement of **Internet Access, Data transmission, and/or Internal Connections (purchase or lease, management or maintenance of eligible Internal Connections)**.

By signing this letter, I make the following certifications:

(a) I certify that Val Verde County Library:

- Meets the statutory definition of an elementary and/or secondary school
- Does not operate as a for-profit business
- Does not have endowments exceeding \$50 million.

(b) I certify that Val Verde County Library has secured access, separately or through the E-Rate program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the E-Rate funded services effectively. I recognize that some of the aforementioned resources are not eligible for E-Rate support. I certify that Val Verde County Library has secured access to all of the funds necessary to pay the non-discounted charges.

(c) I certify that the services Val Verde County Library purchases at discounts will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

(d) I certify that I am authorized to order telecommunications and other supported services for Val Verde County Library. I certify that no kickbacks were paid to anyone and no false statements have been provided for the completion of E-Rate applications or supporting documents.

(e) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

School Name: Val Verde County Library

Signature of authorized person:



Printed name of authorized person:

Rogelio R Masoche Jr

Title or position of authorized person:

Purchasing Agent

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**Val Verde County Library
E-Rate Agency Letter
For Program Year 21, 2019-2020**

This Letter of Agency confirms our desire to participate in the E-Rate Program for the procurement of eligible Category 1 and Category 2 equipment and services.

I hereby authorize Stan Wykosky to submit FCC Form 470, FCC Form 471, FCC Form 486, and other E-Rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of Val Verde County Library. In addition, I authorize Stan Wykosky to be the point of contact for all matters related to E-Rate and the School and Libraries Division.

I understand that in submitting these forms on our behalf, Stan Wykosky is making certifications for Val Verde County Library. To the best of my knowledge, information, and belief, all information provided to Stan Wykosky for E-Rate submission is true.

This Letter of Agency is only valid for Program Year 21, 2019-2020.

I certify that I am authorized to sign this Letter of Agency.

School Name: Val Verde County Library

Signature of authorized person: 

Printed name of authorized person: Rogelio R Musquiz Jr

Title or position of authorized person: Purchasing Agent

#32



5161 California Avenue, Suite 100, Irvine, California 92617

p. 949.261.1001 f. 949.260.1190
w. lpa@lpa.com e. lpa@lpa.com

COPY

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

AGREEMENT

Made as of the Fifth day of September in the year of Two Thousand Eighteen

BETWEEN the Owner: **COUNTY OF VAL VERDE**
400 Pecan Street
Del Rio, TX 78840

and the Architect: **LPA, INC.**
1811 South Alamo Street, Suite 100
San Antonio, TX 78204

Lowell Tacker is the Principal-in-Charge

For the following Project:

Val Verde County Fairgrounds Master Plan

The Owner and the Architect agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

**ARTICLE 1
ARCHITECT'S SERVICES**

1.1 Refer to Exhibit 'A' for a description of Architect's Services

**ARTICLE 2
OWNER'S RESPONSIBILITIES**

- 2.1 The Owner will work collaboratively with the Architect to develop a program, which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 2.3 If requested by the Architect, the Owner shall furnish as built surveys describing physical characteristics, legal limitations and utility locations for the site and Project, and a written legal description of the site on which the Architect shall be entitled to rely without any further obligation or duty to verify the information contained therein. The surveys and legal information shall include, as applicable, grades and lines on streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 2.4 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test boring, test pits, determinations of soil bearing values, percolation test, evaluations of hazardous materials, ground corrosion and resistivity test, including necessary operations for anticipating subsoil conditions, with report and appropriate professional recommendations on which the Architect shall be entitled to rely without the obligation or the duty to verify the information contained therein.
- 2.5 The Owner shall provide the Architect with a safe harassment-free workplace environment while Architect's employees are on the job site; and, will be responsible for assuring the Architect that the Owners employees, agents, contracts and representative will comply with industry standards for providing such a safe and harassment-free environment in their dealings with the Architect's employees, whether on or off the job site. The Owner will appoint an authorized representative who will be authorized to receive and respond to any violations or complaints.

**ARTICLE 3
USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

3.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's services for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

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- 3.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

**ARTICLE 4
ARBITRATION**

- 4.1 In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement, payment or nonpayment for services performed or not performed or for disputes on whether or not the Architect is in default, the parties shall (if informal attempts, such as discussions between senior leadership of the parties, have not resolved the dispute) attempt to resolve the dispute through mediation before resorting to litigation. If the Architect has not been previously terminated by the Owner; then, pending resolution of this dispute, the Architect agrees to continue performing its services diligently to completion and Owner agrees to make progress payments as called for herein. If the dispute is not resolved, Architect agrees that it will neither rescind the Agreement nor stop the progress of the services, as long as the Owner continues to make payment on all invoices and shows a good faith effort to resolve the dispute by mediation or other means.

**ARTICLE 5
TERMINATION, SUSPENSION OR ABANDONMENT**

- 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice.
- 5.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
- 5.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.
- 5.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 5.5 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed up to the date of termination, together with Reimbursable Expenses then due and all Termination costs.

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

- 6.1 Any reference to AIA Document A201 in this Agreement shall be limited to those specific provisions of AIA Document A201 which are cited in those clauses within this Agreement and shall not under any circumstances incorporate the entirety of the terms and conditions set forth in AIA Document A201. Furthermore, the application of the provisions of AIA Document A201 cited within this Agreement shall be limited to the clause of this Agreement in which the reference appears and shall not apply to the Agreement in its entirety.
- 6.2 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas. Any lawsuit arising out of the enforcement of this Agreement shall be filed in Val Verde County, Texas.
- 6.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion, whichever shall first occur.
- 6.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the

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edition of AIA Document A201, General Conditions of the Contract for Construction, Article 11, Section 11.3.7, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

- 6.5 Owner hereby agrees that to the fullest extent permitted by law, Architect shall not be liable to Owner for any special, indirect or consequential damages whatsoever, whether caused by Architect's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 6.6 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.
- 6.7 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 6.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- 6.9 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not Limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 6.10 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.
- 6.11 As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion.
- 6.12 At no cost to Owner, and subject to Internal Revenue Code §179D, (Deduction for Energy Efficient Commercial Buildings) Owner agrees to allocate any applicable tax credits to designer (LPA, Inc.) as may be relevant to 'public entity' projects.

ARTICLE 7
PAYMENTS TO THE ARCHITECT

7.1 REIMBURSABLE EXPENSES

- 7.1.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.
 - 7.1.1.1 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
 - 7.1.1.2 Expense of renderings, models and mock-ups requested by the Owner.
 - 7.1.1.3 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.
 - 7.1.1.4 Unless otherwise agreed to in writing, plan check fees and/or other fees paid for securing approval of authorities having jurisdiction over the Project are to be paid directly by the Client. If paid by Architect, said fees will be billed at a mark-up of 1.10 and are to be paid by Client on an accelerated schedule. These fees are separate and are not a part of the Architects reimbursable expense allowance.

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7.1.1.5 Other reimbursable expenses that are required for the project and agreed to in writing by LPA and the County. These expenses will be billed at a mark-up of 1.10 times the cost.

7.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

7.2.1 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

7.2.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 8.2.2.

7.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

7.3.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

7.4 PAYMENTS WITHHELD

7.4.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which Architect has been found by a court of competent jurisdiction or the appropriate ADR forum to be liable.

7.5 ARCHITECT'S ACCOUNTING RECORDS

7.5.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**ARTICLE 8
BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

8.1 BASIC COMPENSATION

8.1.1 FOR BASIC SERVICES, as described in Article 1, and any other services included in Article 9 as part of Basic Services, Basic Compensation shall be computed as follows:

A Lump Sum of \$80,000 for the Initial Phase including Planning process, Community engagement, conceptual design and other work associated the Val Verde County Fairgrounds Master Plan. Monies paid to LPA during the Initial Phase related to the conceptual design will be credited against the separate, negotiated fee. LPA and Val Verde County will negotiate that fee once the work is funded.

8.1.2 For the initial Phase progress payments will be as follows:

| | |
|--------------------------|-----|
| Community Workshop 1 | 25% |
| Committee Review Meeting | 25% |
| Community Workshop 2 | 25% |
| Community Workshop 3 | 25% |

Progress Payments for execution of the work once funded:

| | |
|-----------------------------|-----|
| Schematic Design | 15% |
| Design Development | 5% |
| Construction Documents | 40% |
| Bidding and Negotiation | 5% |
| Construction Administration | 25% |

8.2 COMPENSATION FOR ADDITIONAL SERVICES

8.2.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, compensation shall be computed as follows:

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Fees shall be computed by multiplying the hours expended in the various job classifications by the applicable rates shown on the "Basic Hourly Rate Schedule" attached hereto as Exhibit 'B'. Plus any reimbursable expenses at one point one-zero (1.10) times the Architect's cost.

8.2.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including landscape architect, structural, mechanical and electrical engineering services, compensation shall be computed as a multiple of one point two-five (1.25) times the amounts billed to the Architect for such services.

8.3 REIMBURSABLE EXPENSES

8.3.1 FOR REIMBURSABLE EXPENSES shall be compensated as a multiple of one point one-zero (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 ADDITIONAL PROVISIONS

8.4.1 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Prime rate of Bank of America

8.4.2 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

**ARTICLE 9
OTHER CONDITIONS**

9.1 The provisions of Article 9 shall supplement, modify and, if in conflict, take precedence over the other provisions of this Agreement.

9.1.1 It is assumed that the Architect will work only with the Owner's designated representative, in the development of the Project. If, during the course of the Project, the Architect is required to work with additional parties, as representative of the Owner, the Architect will be entitled to renegotiate the compensation.

9.1.2 Architect will work with all consultants hired by Owner to coordinate the Architect's work with the work of the Owner's consultants. It is not the responsibility of the Architect to direct or coordinate work between consultants hired by Owner.

9.1.3 Statements of probable construction cost and detailed cost estimates prepared by Architect represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that Architect has no control over the cost of labor, materials or equipment, over Contractor's methods of determining bid process, or over competitive bidding or market conditions. Accordingly, Architect cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other estimates prepared by the Architect.

9.1.4 In light of the obvious advantage of resolving questions and disputes regarding Architect's billing quickly and while recollections are fresh, Owner will notify Architect of any questions or dissatisfaction which it may have regarding any particular Architect invoice within thirty (30) days of the invoice date and if Owner fails to give Architect such notice, then Owner will have waived its right to dispute the accuracy and appropriateness of the invoice and the invoice will be binding upon Owner.

9.1.5 Architect shall submit to Owner monthly invoices for services rendered. Each invoice shall be due and payable upon receipt. Payment becomes delinquent thirty (30) days after date of issuance, at which time a service charge of 1.5% will be assessed. In the event of delinquency of payment to Architect, Architect reserves the right to stop the work as outlined in this Agreement, with ten (10) days written notice, and receive an automatic extension of the Project completion date equal to the period of stoppage. In the event of stoppage of work due to delinquent payment, Architect shall have no liability to Owner for any direct or indirect delay or damage resulting from such a stoppage.

9.1.6 Drawing and Specifications, as instruments of professional service, are and shall remain the property of Architect whether the Project for which they are made is executed or not. Owner shall be permitted to retain

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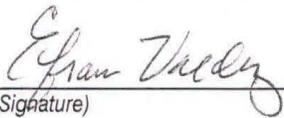
copies, including reproducible copies, of Drawings for information and reference in connection with Owner's use.

- 9.1.7 Owner shall limit Architect's liability to Owner due to Architect's negligent acts, errors or omissions such as that the total aggregate liability of Architect to all those named shall not exceed \$80,000.00 or the amount of Architect's fee, whichever is less.
- 9.1.8 It is recognized that neither the Architect nor the Owner have control over changing inflation factors affecting the cost of labor, materials and equipment utilized by the Architect and accordingly the Architect shall be entitled to renegotiate its quoted fees if there is an inflationary increase following the execution of this PSA and the Project is not commenced within 120 days from the date of this PSA or is delayed by the Owner for a period of more than 120 days through no fault of the Architect.
- 9.1.9 This Agreement may be suspended immediately by the Owner upon determination of gross negligence, malfeasance, or misfeasance on the part of the Architect, or notice of a pending criminal or administrative investigation against the Architect, and the suspension shall remain in effect indefinitely. Said suspension shall be without compensation to the Architect for services not rendered, unless otherwise agreed to by the parties in writing.
- 9.1.10 The Architect acknowledges that the Owner is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Owner's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the Owner thirty (30) days after written notice to the Architect of the unavailability and non-appropriation of public funds. It is expressly agreed that the Owner shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis which affects generally its governmental operations. In the event of a change in the Owner's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the Owner upon written notice to the Architect of such limitation or change in the Owner's legal authority.

This Agreement executed as of the day and year first written above.

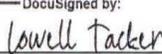
OWNER: **County of Val Verde**

ARCHITECT: **LPA, Inc.**

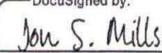


 (Signature)
 Efran Valdez County Judge

 (Printed name and title)

DocuSigned by:


 (Signature)
 31181F5833D04D8...
Lowell Tacker, AIA
 Principal, LEED® AP

DocuSigned by:


 (Signature)
 42067432415B4C4...
Jon S. Mills, AIA
 Chief Operations Officer, LEED® AP

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EXHIBIT 'A'

SCOPE OF SERVICES

VAL VERDE COUNTY FAIRGROUNDS MASTER PLAN
MASTER PLANNING THROUGH CONSTRUCTION ADMINISTRATION
SEPTEMBER 5, 2018

PROJECT DESCRIPTION

The County of Val Verde is proposing to develop a Master Plan for the Val Verde County Fairgrounds to potentially include equine facilities, sports fields, trails, support buildings, parking, and vehicular access from major thoroughfares. Additional program items may be incorporated pending a community workshop process.

Total construction cost of the project will be determined as the master plan is developed.

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration** services including:
 - .01 Initial consultation in development of the Project.
 - .02 Preparation of compensation estimates and professional services agreement(s).
 - .03 Project-related research.
 - .04 Conferences.
 - .05 Communications.
 - .06 Travel time.
 - .07 Progress reports.
 - .08 Direction of the work of in-house personnel.
- 0.02 Disciplines Coordination/Document Checking** services consisting of:
 - .01 Coordination between LPA's work and the work of other involved disciplines for the Project.
 - .02 Review and checking of documents prepared for the Project.
- 0.03 Agency Consulting/Review/Approval** services including:
 - .01 Agency consultations.
 - .02 Research of critical applicable regulations.
 - .03 Preparation of written and graphic explanatory materials.
- 0.04 Client-Supplied Data Coordination** services including:
 - .01 Review and coordination of data furnished for the Project as a responsibility of the **Val Verde County (the County)**
 - .02 Assistance to the **County** in obtaining existing drawings and related data.

- .03 Assistance to the **County** in reviewing existing information and contracting for surveys, surface site data and subsurface site data.

1 - MASTER PLANNING

In the Predesign Phase, LPA, INC. (LPA) shall provide those services necessary for LPA to assist the **County** in establishing a program, financial and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff** services required to establish the following detailed requirements for the Project.
 - .01 Initial meeting to review project process, schedule, goals, sustainability, budget and milestones.
 - .02 Review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information.
- 1.02 Existing Facilities Surveys** services consisting of researching, assembling, review and supplemental information for Projects:
 - .01 Photography.
 - .02 Review of existing design data and record drawings provided by the **County**.
- 1.03 Community Workshop Process**
 - .01 Preparation of visual aids, diagrams, plans as required for three Community Workshops and one Design Review Meeting
 - .02 Community Workshop #1: A visioning session to gather ideas, needs, and wants from project stakeholders including county personnel and community members.
 - .03 Design Review Meeting and Charrette. Confirm scope aligns with County's vision.
 - .04 Community Workshop #2: A review of the data gathered from the first workshop and presentation of conceptual programming plans indicating areas where each use could be located and relationships between uses.
 - .05 Community Workshop #3: Presentation of conceptual plan alternates that will be used to establish a budget. Intent of meeting is to have one conceptual plan that will be the basis for the development of the project.

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SCOPE OF SERVICES

VAL VERDE COUNTY FAIRGROUNDS MASTER PLAN
 MASTER PLANNING THROUGH CONSTRUCTION ADMINISTRATION
 SEPTEMBER 5, 2018

1.04 Project Development Scheduling services consisting of establishing a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of LPA's services, the County's responsibilities and proposed design and construction procedures.

1.05 Summary of Meetings: services consisting of meeting attendance and presentations of Pre-design Phase analyses and recommendations by LPA, INC. as follows:

- .01 Three (3) – Community Workshop Meetings
- .02 One (1) – Design Review Meeting

1.06 Summary of Deliverables:

- .01 Visual Aids
- .02 Community Workshop Data Matrix
- .03 Conceptual Plan Alternates
- .04 Conceptual Budget
- .05 Schedule
- .06 Meeting Minutes
- .07 Digital Collateral

2 - SCHEMATIC DESIGN SERVICES

Once the project is funded, LPA shall begin the Schematic Design Phase, LPA shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the **County**, based on program requirements developed as part of the initial kick-off meeting. The following descriptions shall apply to the services for this project.

2.01 Architecture and Landscape Architecture Documentation services consisting of alternate materials, systems and equipment and development of conceptual design solutions for the following:

- .01 Field Layouts
- .02 Material selection and plans
- .03 Building Layout and Conceptual design
- .04 Hardscape areas and materials.
- .05 Seating, landscape furniture and other architectural items

2.02 Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for the specified structures.

- .01 A preliminary structural system concept.

- .02 Preliminary structural design criteria.

2.03 MEP Design/Documentation services consisting of consideration of alternate systems, recommendations regarding basic MEP materials, systems and equipment, analyses, and development of conceptual design solutions for:

- .01 Power service and distribution.
- .02 General space requirements for MEP equipment.
- .03 Exterior Lighting Concepts
- .04 Schematic MEP design for buildings.

2.04 Civil Design/Documentation services consisting of development of conceptual design solutions for site components. Off-site areas, areas outside the property line, County sidewalks and areas within the public Right of Way are not included. Design solutions will be developed for the following:

- .01 On-site utility systems.
- .02 Fire department access if required.
- .03 Drainage systems concept.
- .04 Conceptual grading concept.
- .05 Stormwater management requirements.
- .06 Limits of demolition delineation.

2.05 Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation, contracting and construction.

2.06 Statement of Probable Construction Cost services consisting of the development of an opinion of probable cost.

2.07 Summary of Presentations / Meetings services consisting of meeting attendance and presentation of Schematic Design Documents by LPA.

- .01 TBD

2.08 Summary of Deliverables consisting of:

- .01 Schematic Design for landscape architecture, architecture, and structural, civil, MEP engineering.
- .02 Updated Project Schedule (if applicable).
- .03 Meeting Minutes.
- .04 Schematic Design Cost Estimate

3 - DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, LPA shall provide those services designated necessary to prepare from the approved

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SCOPE OF SERVICES

VAL VERDE COUNTY FAIRGROUNDS MASTER PLAN
MASTER PLANNING THROUGH CONSTRUCTION ADMINISTRATION
SEPTEMBER 5, 2018

Schematic Design Documents, for approval by the **County**, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including landscape architecture, and structural, civil and electrical materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, and maintenance requirements. The following descriptions shall apply to those services.

3.01 Architecture and Landscape Architecture Documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Outline Specifications or materials lists to establish final scope and preliminary details for landscape work for the Project landscape architecture components described in Section 2 through the preparation of the following exhibits:

- .01 Hardscape Plan.
- .02 Fencing Diagram.
- .03 Typical Construction Details.
- .04 Applicable Elevations.
- .05 Planting Plans and Details.
- .06 Irrigation Infrastructure
- .07 Floor Plans
- .08 Building Elevations/Sections
- .09 Building Details
- .10 Outline Specifications

3.02 Structural Design/Documentation services consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:

- .01 Final structural design criteria.
- .02 Critical coordination clearances.
- .03 Outline specifications of material lists.

3.03 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Criteria for lighting and electrical and systems.
- .02 Approximate sizes and capacities of major components.
- .03 Preliminary electrical layouts.
- .04 Path of travel and field lighting, if applicable, fixture layouts, control locations, and base specifications.

3.04 Civil Design/Documentation services consisting of continued development and expansion of civil

Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details for the specified areas.

3.05 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.

3.06 Statement of Probable Construction Cost services consisting of the development of an opinion of probable cost.

3.07 Summary of Presentations/Meetings services consisting of presentation of Design Development Drawings and other documents by LPA to the following client representatives:

- .01 TBD

3.08 Summary of Deliverables consisting of:

- .01 Site Design Development drawings of civil, site electrical, structural and landscape architecture requirements.
- .02 Outline specification (if required).
- .03 Schedule update.
- .04 Design Development Cost Estimate

4 - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the **County**, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

4.01 Architecture and Landscape Architecture Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project including the following:

- .01 Materials and layout plans.
- .02 Details/Schedules
- .03 Plans
- .04 Sections and elevations.
- .05 Planting plans and details.
- .06 Irrigation plans and details.
- .07 Specifications.

4.02 Structural Design/Documentation services consisting of preparation of final structural

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SCOPE OF SERVICES

VAL VERDE COUNTY FAIRGROUNDS MASTER PLAN
MASTER PLANNING THROUGH CONSTRUCTION ADMINISTRATION
SEPTEMBER 5, 2018

engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project including the following:

- .01 Structural details and systems.
- .02 Structural calculations.
- .03 Specifications.

4.03 Electrical Design/Documentation services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents including the following:

- .01 Electrical plans (including tennis court lighting coordination and scoreboard).
- .02 Calculations.
- .03 Details and schedules.
- .04 Specifications.

Note: Security system design and engineering are not included.

4.04 Civil Design/Documentation services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project including the following:

- .01 Demolition Plan.
- .02 Horizontal Plan.
- .03 Pavement Plan.
- .04 Wet Utilities Plan.
- .05 Final Grading Plan.
- .06 Specifications.
- .07 Fire Access Plan

4.05 Materials Research/Specifications during the Construction Documents Phase consisting of:

- .01 Assistance to the **County** in development of Bidding documents.
- .02 Assistance to the **County** in development of their prepared Conditions of the Contract (General, Supplementary, and other Conditions) if required.
- .03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

.04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

4.06 Statement of Probable Construction Cost services consisting of the development of an opinion of probable cost.

4.07 Summary of Presentations / Meetings services consisting of meeting attendance and presentations of Construction Documents and special presentation graphics by LPA to the following Client representatives:

- .01 TBD

4.08 Summary of Deliverables consisting of:

- .01 Bid-ready construction plans and specifications.
- .02 Construction Drawings Cost Estimate

5 - BIDDING SERVICES

In the Bidding or Negotiations Phase, LPA, following the **County's** approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist the **County** in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

5.01 Bidding Materials services consisting assisting the **County** with:

- .01 Coordination.
- .02 Reproduction.

5.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure based on the approved Construction Documents.

5.03 Bidding/Negotiations services consisting of:

- .01 Assistance to the **County** in establishing a list of Bidders..
- .02 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.

5.04 Bid Evaluation services consisting of:

- .01 Participation in reviews of Bids or proposals.
- .02 Recommendation on award of Contract.

SCOPE OF SERVICES

VAL VERDE COUNTY FAIRGROUNDS MASTER PLAN
 MASTER PLANNING THROUGH CONSTRUCTION ADMINISTRATION
 SEPTEMBER 5, 2018

.03 Attendance at Bid Meeting.

5.05 Summary of Presentations / Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following Client representatives:

.01 TBD

5.06 Summary of Deliverables consisting of:

- .01 Bid documents.
- .02 Addenda.

6 - CONSTRUCTION CONTRACT OBSERVATION SERVICES

In the Construction Contract Observation Phase, LPA shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the **County** and Architect for Designated Services. The following descriptions shall apply to those services:

6.01 Office Construction Contract Administration services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Distribution of submittals to the **County**, Contractor and/or LPA's field representative, as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.

6.02 Construction Field Observation services consisting of regular visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Consultants observation field visits will be based on the critical stage of construction and will be billed from the contingency amount. LPA shall not be responsible for Contractor's means, methods, techniques and safety, which shall be solely the responsibility of the Contractor.

6.03 Supplemental Documents services consisting of:

- .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications and interpretations in response to requests for information by Contractor or the **County** and, as required, by construction.
- .02 Forwarding the **County's** instructions and providing guidance to the Contractor on the **County's** behalf relative to changed requirements and schedule revisions.

6.04 Quotation Requests/Change Orders services consisting of:

- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
- .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .03 Review and recommendations relative to changes in time for Substantial Completion.
- .04 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

6.05 Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to the **County**.

6.06 Project Closeout services initiated upon notice from the Contractor(s) that the Work, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A review with the **County's** representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
- .02 Determination of the amounts to be withheld until final completion.
- .03 Issuance of Certificate of Substantial Completion.
- .04 Review upon notice by the Contractor that the Work is ready for final review and acceptance.
- .05 Notification to the **County** and Contractor of deficiencies found in follow-up review, if any.
- .06 Final review with the **County's** representative to verify final completion of the Work.

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SCOPE OF SERVICES
VAL VERDE COUNTY FAIRGROUNDS MASTER PLAN
MASTER PLANNING THROUGH CONSTRUCTION ADMINISTRATION
SEPTEMBER 8, 2018

6.07 Record Drawings services consisting of:

- .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
- .02 Review of general accuracy of information submitted and certified to by the Contractor(s).
- .03 Transmittal of record drawings and general data, appropriately identified, to the **County** and others, as directed.

6.08 Summary of Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following Client representatives:

- .01 TBD

6.09 Summary of Deliverables:

- .01 Field Reports/communications.

9 - PROPOSED CONSULTANT / DISCIPLINES

| | |
|-------------------------|-----|
| Landscape Architecture: | LPA |
| Architecture: | LPA |
| Structural: | TBD |
| Civil: | LPA |
| Electrical: | TBD |
| Irrigation: | TBD |
| Cost Estimating: | TBD |

7 - PROPOSED COMPENSATION

ITEM 1 Pre Bond Planning Phase:
Lump Sum \$80,000.00

ITEMS 2-6 - Schematic Design through Construction Contract Administration
Execution of work after project is funded:
To be negotiated by LPA, Inc. and Val Verde County

8 - BASIC HOURLY RATE SCHEDULE

| <u>Category</u> | <u>Billing Rate</u> |
|-----------------------|---------------------|
| Principal | \$250.00 |
| Director | \$225.00 |
| Discipline Director | \$215.00 |
| Project Director | \$195.00 |
| Project Leader | \$175.00 |
| Design Coordinator II | \$150.00 |
| Manager | \$145.00 |
| Design Coordinator I | \$125.00 |
| Senior Specialist | \$120.00 |
| Designer III | \$115.00 |
| Specialist III | \$100.00 |
| Designer II | \$100.00 |
| Specialist II | \$90.00 |
| Designer I | \$90.00 |
| Specialist I | \$80.00 |
| Intern | \$70.00 |

NOTE: These rates are effective July 1, 2018 and are subject to change annually.

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EXHIBIT 'B'

| <u>Category</u> | <u>Billing Rate</u> |
|-----------------------|---------------------|
| Principal | \$250.00 |
| Director | \$225.00 |
| Discipline Director | \$215.00 |
| Project Director | \$195.00 |
| Project Leader | \$175.00 |
| Design Coordinator II | \$150.00 |
| Manager | \$145.00 |
| Design Coordinator I | \$125.00 |
| Senior Specialist | \$120.00 |
| Designer III | \$115.00 |
| Specialist III | \$100.00 |
| Designer II | \$100.00 |
| Specialist II | \$90.00 |
| Designer I | \$90.00 |
| Specialist I | \$80.00 |
| Intern | \$70.00 |

NOTE: These rates are effective July 1, 2018 and are subject to change annually.

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug Enforcement Administration

3381 US Highway 277 East

Eagle Pass, Texas 78852

Check if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (Grantee = Agency)

**Val Verde County Sheriff's Office
295 FM 2523 Hamilton Lane
Del Rio, Texas 78840**

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Joe Frank Martinez, Val Verde County Sheriff

74-6000673

4. Typed Name and Title of Authorized Representative

5. Signature 

6. Date **9-5-18**

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Val Verde County Sheriff's Office (hereinafter "VVCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Del Rio, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The Del Rio HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Del Rio, Texas, area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the Del Rio HIDTA Task Force, the VVCSO agrees to detail one (1) experienced officer(s) to the HIDTA Task for a period of not less than two years. During this period of assignment, the assigned officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The VVCSO officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The VVCSO officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the HIDTA Task Force, DEA will assign four (4) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and VVCSO officer(s) to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
6. During the period of assignment to the HIDTA Task Force, the VVCSO will remain responsible for establishing the salaries and benefits, including overtime, of the VVCSO officer(s) assigned to the Task Force and for making all payments due them. HIDTA will,

subject to availability of funds, reimburse the VVCSO for overtime payments made by it to the VVCSO officer(s) assigned to the Del Rio Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$18,343.75, per officer. **Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the VVCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The VVCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The VVCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The VVCSO shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

10. The VVCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The VVCSO agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The VVCSO acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

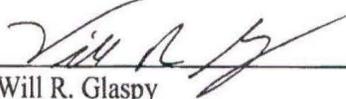
12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the VVCSO shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The VVCSO understands and agrees that no HIDTA funding will be provided to the VVCSO officer(s) for the purchase of vehicles. If the VVCSO provides the Task Force Officer(s) with a vehicle, DEA will be financially responsible for fuel. The investigation and management of any accidents involving the vehicle operated by VVCSO personnel shall comply with and adhere to the policies and procedures of the VVCSO pertaining to such accidents to the extent that they do not conflict with DEA and Federal government rules, regulations, policies and procedures.

14. While on duty and acting on Task Force business, the VVCSO officer(s) assigned to the HIDTA Task Force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The VVCSO acknowledges that the United States is liable for the actions of task force officers, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2019. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by VVCSO during the term of this agreement.

For the Drug Enforcement Administration:



Will R. Glaspy
Special Agent in Charge

Date: 9-26-18

For the Val Verde County Sheriff's Office:



Joe Frank Martinez
Sheriff

Date: 9-5-18



VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

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To: Efrain Valdez, County Judge
From: Juanita Barrera, HR Director
Date: August 30, 2018
Subject: **AGENDA ITEMS FOR SEPTEMBER 2018**

Listed below are several personnel matters which need to be part of the upcoming September agenda for HR reporting period from August 22, 2018 through September 4, 2018.

- A. Graciela Monday, Librarian, requesting the discontinuance of checks to Briana Villarreal, Temporary Summer Librarian, effective August 13, 2018. Ms. Villarreal has resigned.
- B. Efrain Valdez, County Judge, requesting the discontinuance of checks to George Sosa, Veterans Officer, effective August 20, 2018. Mr. Sosa has been terminated.
- C. Efrain Valdez, County Judge, requesting the discontinuance of checks to Juan Quiroz, Maintenance Worker, effective August 27, 2018. Mr. Quiroz has been terminated.
- D. Joe Frank Martinez, Sheriff, requesting the discontinuance of checks to Anastasia Pontiff, Intern-Receptionist, effective August 22, 2018. Ms. Pontiff has resigned.
- E. Generosa Ramon, County Clerk, requesting the issuance of checks to Albert Trevino, Deputy Clerk I, with an annual salary of \$21,450.00, effective August 28, 2018. Mr. Trevino is replacing Belinda Esquivel who was promoted.
- F. Martin Wardlaw, Commissioner Pct. 1 requesting the discontinuance of checks to Alan Rodriguez, Driver, effective August 31, 2018. Mr. Rodriguez has resigned.

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LEGAL HOLIDAYS FOR 2019
APPROVED BY COMMISSIONERS COURT

Date: 9/5/2018

| | | |
|-------------------------------------|---|---------------|
| Martin Luther King Day ----- | January 21, 2019 | Mon. |
| President's Day ----- | February 18, 2019 | Mon. |
| Texas Independence Day----- | March 1, 2019 | Fri. |
| Good Friday ----- | April 19, 2019 | Fri. |
| San Jacinto Day ----- | April 22, 2019 | Mon. |
| Memorial Day ----- | May 27, 2019 | Mon. |
| Emancipation Day ----- | June 19, 2019 | Wed. |
| Independence Day ----- | July 4, 2019 | Thurs. |
| Labor Day ----- | September 2, 2019 | Mon. |
| Columbus Day ----- | October 14, 2019 | Mon. |
| Veterans Day ----- | November 11, 2019 | Mon. |
| Thanksgiving Holiday (2 Days) ----- | November 28 th /29 th , 2019 | Thurs. & Fri. |
| Christmas Holiday (2 Days) ----- | December 24 th /25 th , 2019 | Tues. & Wed. |
| New Year's Holiday (2 Days) ----- | Dec, 31 st , 2019/Jan., 1 st , 2020 | Tues. & Wed. |

Note: Any Commissioner's Court Meeting falling on a Holiday will automatically take place the next day.