



**COMMISSIONER'S COURT MINUTES**

**NOVEMBER 9<sup>TH</sup> REGULAR TERM, A.D. 2015**

**1. CALL TO ORDER.**

**2. DETERMINATION THAT A QUORUM IS PRESENT:**

**BE IT REMEMBERED** that on this the 9<sup>th</sup> day of November A.D. 2015 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Ramiro V. Ramon, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.

4. Approving of Minutes from Previous Meeting(s):

September 3, 2015 (no action taken) \_\_\_\_\_

September 8, 2015 – Approved as presented. \_\_\_\_\_

October 13, 2015 – Approved w/correction to #28.

**ORDER  
#15-486**

| MOTION | 2 ND |                            | NOES | AYES   | ABST |
|--------|------|----------------------------|------|--------|------|
| N      | O    | Approve 9/8 as presented   |      | N,O,F, |      |
|        |      | Approve 10/13 w/correction |      | R, EVV |      |
|        |      | At #28.                    |      |        |      |

**5. CITIZENS' COMMENTS:**

1. Mr. Featherstone regarding the Amistad Acres Road Project.
2. Ms. Pat Fritz regarding the status of the project of Amistad Acres Road.
3. Mr. Bill Malone, as resident of Amistad Acres, regarding the Road.
4. Ms. Jan London, to speak on Item #38 regarding the Librarian.
5. \_\_\_\_\_

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

**QUORUM**

☒ **COUNTY JUDGE**

☐ **KH** Judge's Staff

☐ Judge's Staff

☒ **COMM. PRCT# 1**

☒ **COMM. PRCT# 2**

☒ **COMM. PRCT# 3**

☒ **COMM. PRCT# 4**

**ATTENDING**

**COUNTY STAFF/DEPTS:**

☒ **COUNTY ATTY**

☐ **DM** COUNTY ATTY STAFF

☐ **SS** COUNTY ATTY STAFF

☐ **DISTRICT CLERK**

☒ **IT**

☒ **SHERIFF**

☐ **SHERIFF'S STAFF**

☒ **AUDITOR**

☒ **TREASURER**

☒ **PURCHASING**

☒ **HR**

☒ **TAX COLLECTOR**

☒ **RISK MGMT**

☒ **FIRE DEPT**

☒ **EMERGENCY MGMT**

☐ **JP #1**

☒ **JP #2**

☒ **JP #3**

☐ **JP #4**

☐ **OTHER**

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

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

The Court took up Agenda Item #39 at this time in the meeting.

The Judge called the scheduled public Hearing to order at 9:15 AM to allow the public to comment for or against the re-plat of Lot A Lupita Subdivision creating Lots A1 and A2. No speakers and no comments were made during the hearing. Hearing closed at 9:18 AM.

The Court took up Agenda Item #9 Presentation at this time in the meeting.

The Court took up Agenda Item #11 Presentation at this time in the meeting.

The Court then returned to the posted Agenda order; Item #6 Presentations at this time in the meeting.

**Raquel F. Rodriguez and Samantha Adame, CPRIT Project Manager and CPRIT Data Entry Clerk**

6. Screening Saves Lives: Colorectal Cancer Prevention and Screening Program

- Raise awareness on colorectal cancer.

**ORDER**  
**N/A**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES              | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|------------------------------|--------|------|------|------|
|        |      |       | No Action—Presentation Only. |        |      |      |      |
|        |      |       |                              |        |      |      |      |
|        |      |       |                              |        |      |      |      |

**Will Gudeman, Self Help Center**

7. Informational Progress Report by Equity Community Development Corporation on the Colonia Self-Help Center Program.

**ORDER**  
**N/A**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES               | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|-------------------------------|--------|------|------|------|
|        |      |       | No Action –Presentation Only. |        |      |      |      |
|        |      |       |                               |        |      |      |      |

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

## 8. Quarterly Report for Self Help Center.

ORDER

N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                       | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---------------------------------------|--------|------|------|------|
|        |      |       | No Action--- Report Presentation Only |        |      |      |      |
|        |      |       |                                       |        |      |      |      |

**Myra Caridad Garcia, C2d Business Strategies LLC**

## 9. Presentation on Comprehensive Economic Development Strategic Plan Proposal.

*Clerk's Note: This Agenda Item taken up at Agenda Item #5.*

ORDER

N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                             | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|------|------|------|
|        |      |       | No Action --Presentation on availability of |        |      |      |      |
|        |      |       | Economic Development.                       |        |      |      |      |
|        |      |       |   |        |      |      |      |

**Efrain Valdez, County Judge**

## 10. Discussion and possible action on accepting resolution to cast equal votes for members of Val Verde County Appraisal District Board of Directors, Pamela Smith &amp; Lucas Gilliam.

ORDER

#15-487

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES             | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|-----------------------------|--------|------------|------|------|
| R      | F    |       | Motion to Accept Resolution |        | N, O, F, R |      |      |
|        |      |       |                             |        | E V V      |      |      |
|        |      |       |                             |        |            |      |      |

## 11. Discussion and possible action on authorizing County Judge to sign Letter of Intent for Defense Control Facility.

*Clerk's Note: This Agenda Item taken up after Agenda Item #9.*

ORDER

#15-488

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                          | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|--|--------|------------|------|------|
| N      | F    |       | Approve and authorize the Judge to sign. |        | N, O, F, R |      |      |
|        |      |       |  |        | E V V      |      |      |
|        |      |       |  |        |            |      |      |

## 12. Discussion and possible action on authorizing County Judge to sign any contracts/agreements approved by Val Verde County Commissioners' Court.

ORDER

#15-489

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES    | ACCEPT | AYES       | NO | ABST |
|--------|------|-------|--------------------|--------|------------|----|------|
| R      | F    |       | Motion to Approve. |        | N, O, R, F |    |      |
|        |      |       |                    |        | E V V      |    |      |
|        |      |       |                    |        |            |    |      |

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

13. Discussion and possible action on appointing Shannon Graham to the vacant position on the Val Verde County Library Board.

ORDER  
#15-490

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

14. Discussion and possible action regarding county website and web domain.

ORDER  
#15-491

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                         | ACCEPT | AYES    | NOES  | ABST |
|--------|------|-------|---|--------|---------|-------|------|
| N      | R    |       | Motion to take over the County Clerk's  |        | N, R, F | E V V |      |
|        |      |       | Website with no reimbursement of        |        |         | O     |      |
|        |      |       | Costs to the Records Management Account |        |         |       |      |
|        |      |       |   |        |         |       |      |

15. Introduction of three newly hired firemen.

ORDER  
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                           | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|------|------|------|
|        |      |       | No Action---Presentation And Introduction |        |      |      |      |
|        |      |       | Of Newly Hired Firemen.                   |        |      |      |      |
|        |      |       |   |        |      |      |      |
|        |      |       |   |        |      |      |      |

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

16. Discussion and possible action on Policy Manual changes.

ORDER  
#15-492

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                 | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|---------------------------------|--------|---------|------|------|
| R      | O    |       | Motion to Approve as Presented. |        | N,O,F,R |      |      |
|        |      |       |                                 |        | E V V   |      |      |
|        |      |       |                                 |        |         |      |      |
|        |      |       |                                 |        |         |      |      |

Clerk's Note: Copy of changes were provided for the minutes.

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

17. Discussion and possible action on the use of credit card by Commissioners for emergencies.

ORDER  
#15-493

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                           | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|---|--------|------------|------|------|
| O      | R    |       | Approve in case of emergencies and with a |        | N, O, F, R |      |      |
|        |      |       | \$500.00 limit.                           |        | E V V      |      |      |
|        |      |       |   |        |            |      |      |

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

18. Discussion and possible action on the purchase of property for adult probation.

**ORDER  
#15-494**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|-----------------|--------|------|------|------|
| O      |      |       | Motion to Table |        |      |      |      |
|        |      |       |                 |        |      |      |      |
|        |      |       |                 |        |      |      |      |

19. Discussion and possible action on the use of 5 acres on Tierra Blanca for Pct. # 2 yard.

**ORDER  
#15-495**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|-------------------|--------|------------|------|------|
| N      | R    |       | Motion to Approve |        | N, O, F, R |      |      |
|        |      |       |                   |        |            |      |      |
|        |      |       |                   |        |            |      |      |

20. Discussion and possible action on Texas Alliance of railroad district.

**ORDER  
#15-496**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                         | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|------|------|------|
| O      |      |       | No Action --- will bring back to Court. |        |      |      |      |
|        |      |       |   |        |      |      |      |
|        |      |       |   |        |      |      |      |

21. Discussion and possible action on removing all members of Amistad zoning and appointing new members.

**ORDER  
#15-497**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES  | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--|--------|---------|------|------|
| N      |      |       | Want to appoint Billy Whaley   |        |         |      |      |
| F      |      |       | Want to appoint Al Cervantes   |        |         |      |      |
|        |      |       |  |        |         |      |      |
| O      | N    |       | Motion to remove Alan Cox and Lucas Gilliam as members & replace Alan Cox with Bill Whaley, Lucas Gilliam with Al Cervantes and re-appoint the |        |         |      |      |
|        |      |       | Chairman, Commissioner Nettleton   |        |         |      |      |
| R      |      |       | Appoint Roy Musquiz  |        |         |      |      |
| O      |      |       | Rescind the Motion and start over.   | N      |         |      |      |
| O      |      |       | Motion to remove ALL members of  |        |         |      |      |
|        |      |       | The Amistad Zoning   |        |         |      |      |
|        |      |       | Appoint Billy Whaley, Al Cervantes,  |        |         |      |      |
| O      |      |       | Roy Musquiz Jr. , Lewis Owens and re-  |        | N,O,F,R |      |      |
|        |      |       | Appoint the Chairman, Commissioner   |        | E V V   |      |      |
|        |      |       | Nettleton.   |        |         |      |      |

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

22. Discussion and possible action on hiring a temporary crew for the installation of water lines for Pct. # 4 and Pct. # 1.

ORDER  
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                                   | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|------|------|------|
| O      |      |       | Requested to table until after executive session. |        |      |      |      |
|        |      |       |   |        |      |      |      |
|        |      |       |   |        |      |      |      |

Clerk's Note: The following was motion after Executive Session.

ORDER  
#15-498

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                                | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--|--------|---------|------|------|
| O      | R    |       | Motion to hire 5 temporary part-time employees |        | O, F, R | N    |      |
|        |      |       | 1 @ \$13 @ hour and 4 @ \$12 @ hour for 12     |        | E V V   |      |      |
|        |      |       | Weeks to be paid out of contingency.           |        |         |      |      |

23. Discussion and possible action on funds collected on the lease of property and pens on Cienegas Rd. to be put into a special account.

ORDER  
#15-499

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                         | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|---|--------|------------|------|------|
| N      | F    |       | Motion to deposit any lease monies in a |        | N, O, F, R |      |      |
|        |      |       | Special Account under the Court with    |        | E V V      |      |      |
|        |      |       | Expenses to be approved by the Court    |        |            |      |      |

24. Discussion and possible action on rescinding Commissioners' Court order using Security fund for body cameras for the sheriff's office.

ORDER  
#15-500

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                  | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|----------------------------------|--------|------------|------|------|
| O      | R    |       | Motion to Rescind Order # 15-407 |        | N, O, F, R |      |      |
|        |      |       |                                  |        | E V V      |      |      |

25. Discussion and possible action on funding the purchase of body cameras for the sheriff's office.

ORDER  
#15-501

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                                     | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|------|------|------|
| O      | R    |       | Motion to pay \$44,000 from Contingency for cameras |        |      |      |      |
|        |      | N     | Amend motion to take \$41,000 from Elections &      |        |      |      |      |
|        |      |       | \$7,000 from A/C from the Tax Note                  |        |      |      |      |
|        |      | O     | Move to rescind the Motion.                         |        | R    |      |      |
|        |      |       |   |        |      |      |      |

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

26. Discussion and possible action on the process of hiring a new librarian.

**ORDER  
#15-502**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                   | ACCEPT | AYES              | NOES | ABST |
|--------|------|-------|-----------------------------------|--------|-------------------|------|------|
| O      | R    |       | Motion to leave process as is and |        | N, O, F, R, E V V |      |      |
|        |      |       | All Commissioners who wish to     |        |                   |      |      |
|        |      |       | Participate may interview         |        |                   |      |      |
|        |      |       | Applicants.                       |        |                   |      |      |

27. Discussion and possible action on who will be managing the library during the absence of the head librarian.

**ORDER  
#15-503**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                                | ACCEPT | AYES     | NOES | ABST |
|--------|------|-------|--|--------|----------|------|------|
| O      | R    |       | The County Judge will supervise in the absence |        | N, O, F  |      |      |
|        |      |       | Of the Librarian and authorized to sign PO     |        | R, E V V |      |      |
|        |      |       | Requests for the Library.                      |        |          |      |      |

28. Discussion and possible action on the CD's that are at the Del Rio Bank and Trust.

**ORDER  
N/A**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                     | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|-------------------------------------|--------|------|------|------|
|        |      |       | This Item was discussed with Agenda |        |      |      |      |
|        |      |       | Item #48.                           |        |      |      |      |
|        |      |       |                                     |        |      |      |      |

29. Discussion and possible action on the duties responsibilities of the human resources department and under whose direction and supervision.

**ORDER  
N/A**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                     | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|-------------------------------------|--------|------|------|------|
|        |      |       | No action taken. The HR position is |        |      |      |      |
|        |      |       | under the Court with the daily      |        |      |      |      |
|        |      |       | supervision under the County Judge  |        |      |      |      |

30. Discussion and possible action on ratifying and renewing the contract between Val Verde County and Quad Counties.

**ORDER  
#15-504**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                     | ACCEPT | AYES     | NOES | ABST |
|--------|------|-------|-------------------------------------|--------|----------|------|------|
| O      | R    |       | Motion to approve and authorize the |        | O, R, F, |      |      |
|        |      |       | Judge to sign.                      |        | E V V    |      |      |
|        |      |       |                                     |        |          |      |      |

Clerk' Note: Commissioner Nettleton was out of the meeting and did not vote on Agenda #30.

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

31. Discussion and possible action on using money from the contingency fund to be used for projects within the four precincts and be reimbursed by the Self Help Center.

ORDER  
#15-505

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES    | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|--------------------|--------|------------|------|------|
| O      | R    |       | Motion to Approve. |        | N, O, R, F |      |      |
|        |      |       |                    |        | E V V      |      |      |
|        |      |       |                    |        |            |      |      |

32. Requesting executive session pursuant to Texas Government Code §551.074 (a) (1), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Human Resource Director, a public officer or employee, and possible action in open session thereafter.

ORDER  
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES      | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|----------------------|--------|------|------|------|
|        |      |       | No Action was taken. |        |      |      |      |
|        |      |       |                      |        |      |      |      |
|        |      |       |                      |        |      |      |      |

33. Requesting executive session pursuant to Texas Government Code §551.074 (a) (1), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Librarian, a public officer or employee, and possible action in open session thereafter

ORDER  
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES      | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|----------------------|--------|------|------|------|
|        |      |       | No Action was taken. |        |      |      |      |
|        |      |       |                      |        |      |      |      |
|        |      |       |                      |        |      |      |      |

34. Discussion and possible action on the use of \$35,000 listed as AC repair to be used for repairs and building maintenance.

ORDER  
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES      | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|----------------------|--------|------|------|------|
|        |      |       | No Action was taken. |        |      |      |      |
|        |      |       |                      |        |      |      |      |
|        |      |       |                      |        |      |      |      |

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



35. Consider and Act upon Contract from Esser & Company for Professional Management Services for TxCDBG 7215499 and authorize County Judge to sign.

ORDER  
#15-506

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                     | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|-------------------------------------|--------|------------|------|------|
| O      | N    |       | Motion to Approve with changes      |        | N, O, F, R |      |      |
|        |      | O     | to amend mileage (57.5)air fare and |        | E V V      |      |      |
|        |      |       | 10%                                 |        |            |      |      |

36. Consider and Act upon Contract from TRC Engineers for Professional Engineering Services for TxCDBG 7215499 and authorize County Judge to sign.

ORDER  
#15-507

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|-------------------|--------|------------|------|------|
| O      | N    |       | Motion to Approve |        | N, O, F, R |      |      |
|        |      |       |                   |        | E V V      |      |      |
|        |      |       |                   |        |            |      |      |

**Gustavo Flores, County Commissioner Pct. 4**

37. Discussion and possible action on finding funds to purchase fire hydrants and other material/equipment to be able to complete project.

ORDER  
#15-508

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                      | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--------------------------------------|--------|---------|------|------|
| F      | O    |       | Motion to pay out of Contingency.    |        |         |      |      |
| F      |      |       | Motion to Rescind.                   | O      | O, F, R | N    |      |
| F      | O    |       | Motion to pay from Tax Note \$17,300 |        | E V V   |      |      |
|        |      |       |                                      |        |         |      |      |

38. Discussion and possible action regarding lease and/or sale of property for use by the Texas Department of Agriculture and the U.S. Department of Agriculture and execution of related documents.

ORDER  
#15-509

| AYES | 2 ND | AMEND | AMENDMENT/NOTES                    | ACCEPT |            | NOES | ABST |
|------|------|-------|------------------------------------|--------|------------|------|------|
| N    | R    |       | Motion to Approve short term Lease |        | N, O, F, R |      |      |
|      |      |       | And authorize Judge to sign.       |        | E V V      |      |      |
|      |      |       |                                    |        |            |      |      |

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

**Roger Cerny, Health Inspector**

39. A public Hearing at 9:15 AM to allow the public to comment for or against the replat of Lot A Lupita Subdivision creating Lots A1 and A2.

**ORDER  
N/A**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                  | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|----------------------------------|--------|------|------|------|
|        |      |       | This Agenda item was taken up at |        |      |      |      |
|        |      |       | Agenda Item #6.                  |        |      |      |      |
|        |      |       |                                  |        |      |      |      |

40. For discussion and possible action to replace Lt. Joe Faz with Lt. Joe Cortinas on the Safety Committee, which is part of the Accident Prevention Plan

**ORDER  
#15-510**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|-------------------|--------|---------|------|------|
| R      | N    |       | Motion to Approve |        | N,O,F,R |      |      |
|        |      |       |                   |        | E V V   |      |      |
|        |      |       |                   |        |         |      |      |

41. For discussion and possible action – To add Jerry Rust, Fire Coordinator, to the Safety Committee which is part of the Accident Prevention Plan.

**ORDER  
#15-511**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|-------------------|--------|---------|------|------|
| N      | R    |       | Motion to Approve |        | N,O,F,R |      |      |
|        |      |       |                   |        | E V V   |      |      |
|        |      |       |                   |        |         |      |      |

42. Discussion and possible action to review liability coverages provided by The Risk Management Pools of TAC, and authorize The County Judge to sign renewal forms.

**ORDER  
#15-512**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                          | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--|--------|---------|------|------|
| R      | O    |       | Motion to renew TAC liability and to     |        | N,O,F,R |      |      |
|        |      |       | Exclude Juvenile Probation, the District |        | E V V   |      |      |
|        |      |       | Attorney and all vehicles not owned      |        |         |      |      |
|        |      |       | by Val Verde County and authorize        |        |         |      |      |
|        |      |       | The Judge to sign.                       |        |         |      |      |

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

Joe Frank Martinez, Sheriff

43. Requesting authorization to make the following changes on two existing Val Verde Sheriff's Office credit card:

Old Credit Card Name  
-Juan Garza  
-Gabriel Garza

New Credit Card Name:  
-Sergio Mendoza  
-Eduardo Pena

ORDER  
#15-513

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES  | NOES | ABST |
|--------|------|-------|-------------------|--------|-------|------|------|
| R      | F    |       | Motion to Approve |        | O,F,R |      |      |
|        |      |       |                   |        | E V V |      |      |
|        |      |       |                   |        |       |      |      |

Clerk's Note: Commissioner Nettleton was out of the meeting and did not vote on this motion.

44. Discussion and possible action authorizing Sheriff Joe Frank Martinez to purchase two walk-through metal detectors through the Security Funds.

ORDER  
#15-514

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES        | NOES | ABST |
|--------|------|-------|-------------------|--------|-------------|------|------|
| O      | F    |       | Motion to Approve |        | O,F,R,E V V |      |      |
|        |      |       |                   |        |             |      |      |
|        |      |       |                   |        |             |      |      |

Clerk's Note: Commissioner Nettleton was out of the meeting and did not vote on this motion.

45. Discussion and possible action authorizing Val Verde County Judge to accept the Interlocal Agreement between Val Verde County, Texas and Zavala County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER  
#15-515

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|-------------------|--------|---------|------|------|
| O      | F    |       | Motion to Approve |        | N,O,F,R |      |      |
|        |      |       |                   |        | E V V   |      |      |
|        |      |       |                   |        |         |      |      |

46. Discussion and possible action authorizing Val Verde County Judge to accept the Interlocal Agreement between Val Verde County, Texas and Terrell County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER  
#15-516

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|-------------------|--------|---------|------|------|
| R      | O    |       | Motion to Approve |        | N,O,F,R |      |      |
|        |      |       |                   |        | E V V   |      |      |
|        |      |       |                   |        |         |      |      |

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

47. Requesting authorization to sign a Non Twenty-Four Hour Terminal Agency Agreement between the Val Verde Sheriff's and San Felipe P.D.

**ORDER  
#15-517**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|-------------------|--------|---------|------|------|
| O      | R    |       | Motion to Approve |        | N,O,F,R |      |      |
|        |      |       |                   |        | E V V   |      |      |
|        |      |       |                   |        |         |      |      |

**Aaron Rodriguez, County Treasurer**

48. Monthly Treasurer's Report.

**ORDER  
#15-518**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                      | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--------------------------------------|--------|---------|------|------|
| O      | R    |       | Motion not to approve report and     |        | N,O,F,R |      |      |
|        |      |       | Treasurer will bring back next month |        | E V V   |      |      |
|        |      |       |                                      |        |         |      |      |

**Juanita Barrera, HR Director**

49. Listed below are several personnel matter which need to be part of the upcoming November agenda for HR reporting period from October 15, 2015 through November 4, 2015.
- A. Generosa Ramon, County Clerk. Requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Lourdes Mendez, Deputy Clerk I. with an annual salary of \$19,712.50 effective October 19, 2015. Ms. Mendez is replacing Brenda Hernandez who transferred
  - B. Robin Flory, Librarian, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Cynthia Wainer effective October 8, 2015. Ms. Wainer was terminated.
  - C. Beatrice Munoz, Tax Assessor/Collector, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Rosa Prestridge, Deputy Clerk I, effective October 14, 2015. Ms. Prestridge has resigned.
  - D. Beatrice Munoz, Tax Assessor/Collector, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Cecilia Martinez, Deputy Clerk I, with an annual salary of \$19,712.50 effective October 19, 2015. Ms. Martinez is replacing Rose Prestridge who resigned.
  - E. Efrain Valdez, County Judge, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Robin Flory, Librarian, effective October 29, 2015. Ms. Flory was terminated.

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

- F. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Mr. Sunny Faz who has been promoted to Light Equipment Operator with an annual salary of \$21,787.50 effective October 19, 2015. He will be filling in a newly created position.
- G. Sergio Gonzalez, County Court at Law Judge, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Dixie Maddox, DUI Court Probation Officer, effective October 30, 2015. Ms. Maddox is no longer a County employee.
- H. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County auditor start issuing checks to Galilea Willis, Fire Fighter I, with an annual salary of \$28,000 effective November 9, 2015. Mr. Willis is filling in a newly created position.
- I. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County auditor start issuing checks to Jonathon Sifuentes, Fire Fighter I, with an annual salary of \$28,000 effective November 9, 2015. Mr. Sifuentes filling in a newly created position.
- J. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County auditor start issuing checks to Chad Shafer, Fire Fighter I, with an annual salary of \$28,000 effective November 9, 2015. Mr. Shafer is filling in a newly created position.

ORDER  
#15-519

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                             | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|---|--------|---------|------|------|
| N      | R    |       | Motion to Approve as presented with         |        | N,O,F,R |      |      |
|        |      |       | Correction to "B" to remove "Robin Flory,   |        | E V V   |      |      |
|        |      |       | Librarian" and replace with "Efrain Valdez, |        |         |      |      |
|        |      |       | County Judge".                              |        |         |      |      |

**Frank Lowe, County Auditor**

50. Monthly Auditor’s Report.

ORDER  
#15-520

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES        | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|------------------------|--------|---------|------|------|
| R      | N    |       | Approved as presented. |        | N,O,F,R |      |      |
|        |      |       |                        |        | E V V   |      |      |

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

51. Discussion and possible action on engagement letter for outside auditors to perform audit for Fiscal Year 2014-2015.

ORDER  
#15-521

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | AYES       | NOES | ABST |
|--------|------|-------|---|------------|------|------|
| N      | F    |       | Motion to Approve Engagement Letter (Patillo, Brown & Hill) for outside auditors to perform | N, O, F, R |      |      |
|        |      |       | Audit for fiscal Year 2014-2015 and authorize the Judge to sign.                            | E V V      |      |      |
|        |      |       |   |            |      |      |
|        |      |       |   |            |      |      |

**Rogelio Musquiz Jr. Purchasing Agent**

52. Consider and act on authorizing payment to credit card services for the amount of \$300.00 for services purchased by County Court at Law.

ORDER  
#15- 522

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES    | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|--------------------|--------|------------|------|------|
| N      | F    |       | Motion to Approve. |        | N, O, F, R |      |      |
|        |      |       |                    |        | E V V      |      |      |
|        |      |       |                    |        |            |      |      |
|        |      |       |                    |        |            |      |      |

53. Consider and act on authorizing payment to credit card services for the amount of \$300.00 for annual storage rentals by the Co. Clerk's office.

ORDER  
#15-523

| MOTION | 2 ND | AMEND | Amendment/Notes  | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|--|--------|------------|------|------|
| N      | F    |       | Motion to Approve and to correct that payment is for storage and not credit card services. |        | N, O, R, F |      |      |
|        |      |       |  |        | E V V      |      |      |
|        |      |       |  |        |            |      |      |

54. Consider and act on authorizing payment to laser Printer & Mailing Services, LLC for the amount of \$233.83.

ORDER  
#15-524

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES    | ACCEPT | AYES       | NOES | ABST |
|--------|------|-------|--------------------|--------|------------|------|------|
| O      | F    |       | Motion to Approve. |        | N, O, F, R |      |      |
|        |      |       |                    |        | E V V      |      |      |
|        |      |       |                    |        |            |      |      |
|        |      |       |                    |        |            |      |      |

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

55. Consider and act on authorizing payment to Bea Munoz for the amount of \$7,500.00 for postage.

ORDER  
#15-525

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES    | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--------------------|--------|---------|------|------|
| N      | R    |       | Motion to Approve. |        | N,O,F,R |      |      |
|        |      |       |                    |        | E V V   |      |      |
|        |      |       |                    |        |         |      |      |
|        |      |       |                    |        |         |      |      |

56. Consider and act on authorizing payment to California Contractors Supplies, Inc. for the amount of \$83.88 for gloves for Pct. #4.

ORDER  
#15-526

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES    | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--------------------|--------|---------|------|------|
| N      | F    |       | Motion to Approve. |        | N,O,F,R |      |      |
|        |      |       |                    |        | E V V   |      |      |
|        |      |       |                    |        |         |      |      |
|        |      |       |                    |        |         |      |      |

Generosa G. Ramon, County Clerk

57. Canvassing of the November 3, 2015 Constitutional Election returns and declaring results and other matters in connection therewith.

ORDER  
#15-527

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                    | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|------------------------------------|--------|---------|------|------|
| O      | N    |       | Canvass meeting set for 11/13/15 @ |        | N,O,F,R |      |      |
|        |      |       | 10 a.m. in Judge Valdez's Office.  |        | E V V   |      |      |
|        |      |       |                                    |        |         |      |      |
|        |      |       |                                    |        |         |      |      |

58. Authorization for County Auditor to pay election workers out of cycle for November 3, 2015 Constitutional Election.

ORDER  
#15-528

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|-------------------|--------|---------|------|------|
| N      | F    |       | Motion to Approve |        | N,O,R,F |      |      |
|        |      |       |                   |        | E V V   |      |      |
|        |      |       |                   |        |         |      |      |
|        |      |       |                   |        |         |      |      |

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

**Beatriz I. Munoz, Tax Assessor Collector**

59. Discussion and possible action on Agreement for Collection of Taxes between SFDRCISD and VAL VERDE COUNTY.

**ORDER  
#15-529**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                       | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|---------------------------------------|--------|---------|------|------|
| N      | F    |       | Motion to authorize Bea Munoz and     |        | N,O,F,R |      |      |
|        |      |       | Commissioner Ramon to negotiate terms |        | E V V   |      |      |
|        |      |       | Of School District Agreement for      |        |         |      |      |
|        |      |       | Collection of Taxes.                  |        |         |      |      |

**Ana Markowski Smith, County Attorney.**

60. Requesting executive Session pursuant to Texas Government Code §551.072, regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.
61. Requesting Executive Session pursuant to Texas Government Code §551.071(1) (A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.

**Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.**

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

|   |
|---|
| EXECUTIVE SESSION: <u>  v  </u> §551.071(1) (A) <u>      </u> §551.071(1) (A) <u>  X  </u> §551.071(2) <u>  X  </u> §551.071(1) (B) <u>      </u> |
| OTHER <u>      </u> BEGAN @ <u>      </u> ENDED @ <u>  2 PM  </u> BREAK @ <u>      </u> RESUMED @ <u>      </u> ACTION AFTER EX: <u>      </u>    |

**ORDER  
#15-530**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                        | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--|--------|---------|------|------|
| N      | F    |       | Motion to authorize County Attorney to |        | N,O,F,R |      |      |
|        |      |       | Negotiate with Attorney, Jan London.   |        | E V V   |      |      |
|        |      |       |  |        |         |      |      |
|        |      |       |  |        |         |      |      |

**ORDER  
#15-531**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                              | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|--|--------|---------|------|------|
| N      | R    |       | Motion to approve fees necessary             |        | N,O,F,R |      |      |
|        |      |       | To file suits on behalf of Val Verde County. |        | E V V   |      |      |
|        |      |       |  |        |         |      |      |
|        |      |       |  |        |         |      |      |

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



62. Approving subdivision Plats.

ORDER  
N/A

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

63. Approving Certificates of Compliance

ORDER  
N/A

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

64. Approving Monthly Reports from Elected Officials:

ORDER  
#15-532

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES   | ACCEPT | AYES    | NOES | ABST |
|--------|------|-------|-------------------|--------|---------|------|------|
| N      | F    |       | Motion to Approve |        | N,O,R,F |      |      |
|        |      |       |                   |        | E V V   |      |      |
|        |      |       |                   |        |         |      |      |
|        |      |       |                   |        |         |      |      |

65. Approving bills for payment:

|            |  | NOTES                 | AMOUNT     | HOLD | REMOVE |  |
|------------|--|-----------------------|------------|------|--------|--|
| INCLUDING: |  | TRINITY MORTUARY      | \$ 500.00  |      |        |  |
|            |  | COX FUNERAL HOME      | \$ 350.00  |      |        |  |
|            |  | COX FUNERAL HOME      | \$ 350.00  |      |        |  |
|            |  | ORNAMENTAL IRON WORKS | \$1,350.00 |      |        |  |
| EXCLUDING: |  | NONE                  |            |      |        |  |
|            |  |                       |            |      |        |  |
|            |  |                       |            |      |        |  |
|            |  |                       |            |      |        |  |

ORDER  
#15-533

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES                                  | ACCEPT | AYES     | NOES | ABST |
|--------|------|-------|--|--------|----------|------|------|
| N      | R    |       | Motion to Approve Bills for Payment              |        | N,O,F, R |      |      |
|        |      |       | to include the three funeral home bills          |        | E V V    |      |      |
|        |      |       | listed above.                                    |        |          |      |      |
|        |      | N     | Amend to include filing fees for county attorney | R      |          |      |      |
|        |      |       | To file suits on behalf of Val Verde County.     |        |          |      |      |

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

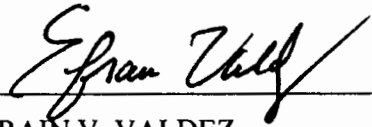
66. Elected official's comments: NONE

67. Judge's comments: NONE

Adjourn:

The foregoing, recorded in Volume 45, pages 384-514, inclusive, was on this the 14<sup>th</sup> day of DECEMBER A.D. 2015, read and is hereby **APPROVED**.

Respectfully submitted,

  
EFRAIN V. VALDEZ  
COUNTY JUDGE

ATTEST:

  
GENEROSA GRACIA-RAMON  
VAL VERDE COUNTY CLERK



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

*County of Val Verde*



**Efrain V. Valdez**

*County Judge*

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

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

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

**November 9, 2015 at 9:00 AM**

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

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

**Raequel F. Rodriguez and Samantha Adame, CPRIT Project Manager and CPRIT Data Entry Clerk**

6. Screening Saves Lives: Colorectal Cancer Prevention and Screening Program
  - Raise awareness on colorectal cancer
  - Provide free screenings to the community
  - Educate the community on importance of preventative medicine.

**Will Gudeman, Self Help Center**

7. Informational Progress Report by Equity Community Development Corporation on the Colonia Self-Help Center Program.

8. Quarterly Report for Self Help Center.

**Myra Caridad Garcia, C2d Business Strategies LLC**

9. Presentation on Comprehensive Economic Development Strategic Plan Proposal.

**Efrain Valdez, County Judge**

10. Discussion and possible action on accepting resolution to cast equal votes for members of Val Verde County Appraisal District Board of Directors, Pamela Smith & Lucas Gilliam.
11. Discussion and possible action on authorizing County Judge to sign Letter of Intent for Defense Control Facility.
12. Discussion and possible action on authorizing County Judge to sign any contracts/agreements approved by Val Verde County Commissioners' Court.
13. Discussion and possible action on appointing Shannon Graham to the vacant position on the Val Verde County Library Board.
14. Discussion and possible action regarding county website and web domain
15. Introduction of three newly hired firemen.

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

16. Discussion and possible action on Policy Manual changes.

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

17. Discussion and possible action on the use of credit card by Commissioners for emergencies.
18. Discussion and possible action on the purchase of property for adult probation.
19. Discussion and possible action on the use of 5 acres on Tierra Blanca for Pct. #2 yard.
20. Discussion and possible action on Texas Alliance of railroad district.
21. Discussion and possible action on removing all members of Amistad zoning and appointing new members.
22. Discussion and possible action on hiring a temporary crew for the installation of water lines for Pct. #4 and Pct. #1.
23. Discussion and possible action on funds collected on the lease of property and pens on Cienegas Rd. to be put into a special account.

P.O. Box 4250 • Del Rio, TX 78841

24. Discussion and possible action on rescinding Commissioners' Court order using Security fund for body cameras for the sheriff's office.
25. Discussion and possible action on funding the purchase of body cameras for the sheriff's office.
26. Discussion and possible action on the process of hiring a new librarian.
27. Discussion and possible action on who will be managing the library during the absence of a head librarian.
28. Discussion and possible action on the CD's that are at the Del Rio Bank and Trust.
29. Discussion and possible action on the duties responsibilities of the human resources department and under whose direction and supervision.
30. Discussion and possible action on ratifying and renewing the contract between Val Verde County and Quad Counties.
31. Discussion and possible action on using money from the contingency fund to be used for projects within the four precincts and be reimbursed by the Self Help Center.
32. Requesting executive session pursuant to Texas Government Code §551.074 (a) (1), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Human Resource Director, a public officer or employee, and possible action in open session thereafter.
33. Requesting executive session pursuant to Texas Government Code §551.074 (a) (1), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Librarian, a public officer or employee, and possible action in open session thereafter.
34. Discussion and possible action on the use of \$35,000 listed as AC repair to be used for repairs and building maintenance

**Commissioners Lewis G. Owens, Jr. & Beau Nettleton, Pct. #2 & #3**

35. Consider and Act upon Contract from Esser & Company for Professional Management Services for TxCDBG 7215499 and authorize County Judge to sign.
36. Consider and Act upon Contract from TRC Engineers for Professional Engineering Services for TxCDBG 7215499 and authorize County Judge to sign.

**Gustavo Flores, County Commissioner Pct. 4**

37. Discussion and possible action on finding funds to purchase fire hydrants and other material/equipment to be able to complete project.
38. Discussion and possible action regarding lease and/or sale of property for use by the Texas Department of Agriculture and the U.S. Department of Agriculture and execution of related documents.

P.O. Box 4250 • Del Rio, TX 78841

**Roger Cerny, Health Inspector**

39. A Public Hearing at 9:15 AM to allow the public to comment for or against the replat of Lot A Lupita Subdivision creating Lots A1 and A2.
40. For discussion and possible action to replace Lt. Joe Faz with Lt. Joe Cortinas on the Safety Committee, which is part of the Accident Prevention Plan.
41. For discussion and possible action- To add Jerry Rust, Fire Coordinator, to the Safety Committee which is part of the Accident Prevention Plan.
42. Discussion and possible action to review liability coverages provided by The Risk Management Pools of TAC, and authorize The County Judge to sign renewal forms.

**Joe Frank Martinez, Sheriff**

43. Requesting authorization to make the following changes on two existing Val Verde Sheriff's Office credit cards:

|                      |                       |
|----------------------|-----------------------|
| Old Credit Card Name | New Credit Card Name: |
| -Juan Garza          | -Sergio Mendoza       |
| -Gabriel Garza       | -Eduardo Pena         |
44. Discussion and possible action authorizing Sheriff Joe Frank Martinez to purchase two walk-through metal detectors through the Security Funds.
45. Discussion and possible action authorizing Val Verde County Judge to accept the Interlocal Agreement between Val Verde County, Texas and Zavala County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.
46. Discussion and possible action authorizing Val Verde County Judge to accept the Interlocal Agreement between Val Verde County, Texas and Terrell County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.
47. Requesting authorization to sign a Non Twenty-Four Hour Terminal Agency Agreement between the Val Verde Sheriff's Office and San Felipe Del Rio Consolidated Independent School District P.D.

**Aaron Rodriguez, County Treasurer**

48. Monthly Treasurer's Report.

**Juanita Barrera, HR Director**

49. Listed below are several personnel matter which need to be part of the upcoming November agenda for HR reporting period from October 15, 2015 through November 4, 2015.
  - A. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Lourdes Mendez, Deputy Clerk I, with an annual salary of \$19,712.50 effective October 19, 2015. Ms. Mendez is replacing Brenda Hernandez who transferred.

P.O. Box 4250 • Del Rio, TX 78841

- B. Robin Flory, Librarian, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Cynthia Wainer effective October 8, 2015. Ms. Wainer was terminated.
- C. Beatrice Munoz, Tax Assessor/Collector, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Rosa Prestridge, Deputy Clerk I, effective October 14, 2015. Ms. Prestridge has resigned.
- D. Beatrice Munoz, Tax Assessor/Collector, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Cecilia Martinez, Deputy Clerk I, with an annual salary of \$19,712.50 effective October 19, 2015. Ms. Martinez is replacing Rosa Prestridge who resigned.
- E. Efrain Valdez, County Judge, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Robin Flory, Librarian, effective October 29, 2015. Ms. Flory was terminated.
- F. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Mr. Sunny Faz who has been promoted to Light Equipment Operator with an annual salary of \$21,787.50 effective October 19, 2015. He will be filling in a newly created position.
- G. Sergrio Gonzalez, County Court at Law Judge, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Dixie Maddox, DUI Court Probation Officer, effective October 30, 2015. Ms. Maddox is no longer a County employee.
- H. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Galilea Willis, Fire Fighter I, with an annual salary of \$28,000.00 effective November 9, 2015. Ms. Willis is filling in a newly created position.
- I. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Jonathon Sifuentes, Fire Fighter I, with an annual salary of \$28,000.00 effective November 9, 2015. Mr. Sifuentes is filling in a newly created position.
- J. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Chad Shafer, Fire Fighter II, with an annual salary of \$30,000.00 effective November 9, 2015. Mr. Shafer is filling in a newly created position.

**Frank Lowe, County Auditor**

- 50. Monthly Auditor's Report.
- 51. Discussion and possible action on engagement letter for outside auditors to perform audit for Fiscal Year 2014-2015.

**Rogelio Musquiz Jr., Purchasing Agent**

- 52. Consider and act on authorizing payment to credit card services for the amount of \$300.00 for services purchased by County Court at Law.
- 53. Consider and act on authorizing payment to credit card services for the amount of \$300.00 for annual storage rentals by the Co. Clerk's Office.

P.O. Box 4250 • Del Rio, TX 78841

54. Consider and act on authorizing payment to Laser Printer & Mailing Services, LLC for the amount of \$233.83.

55. Consider and act on authorizing payment to Bea Munoz for the amount of \$7,500.00 for postage.

56. Consider and act on authorizing payment to California Contractors Supplies, Inc. for the amount of \$83.88 for gloves for Pct. #4.

**Generosa G. Ramon, County Clerk**

57. Canvassing of the November 3, 2015 Constitutional Election returns and declaring results and other matters in connection therewith.

58. Authorization for County Auditor to pay election workers out of cycle for November 3, 2015 Constitutional Election.

**Beatriz I. Munoz, Tax Assessor Collector**

59. Discussion and possible action on Agreement for Collection of Taxes between SFDRICISD and VAL VERDE COUNTY.

**Ana Markowski Smith, County Attorney**

60. Requesting executive Session pursuant to Texas Government Code §551.072, regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.

61. Requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.

**Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.**

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

62. Approving Subdivision plats.

63. Certificate of compliance.


64. Approving monthly reports from elected officials.

65. Approving bills for payment.

66. Elected official's comments.

67. Judge's comments.

68. Adjourn.

2015 NOV -5 A 11:56  
CLERK  
VAL VERDE COUNTY  
BY  DEPUTY

FILED



FILED

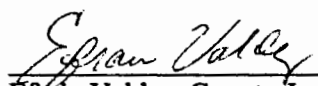
2015 NOV -5 A 11:56

GEN. CLERK  
VAL VERDE COUNTY CLERK

BY



DEPUTY

  
Efraim Valdez, County Judge  
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Thursday,  
November 5th, 2015 at \_\_\_\_\_AM**

P.O. Box 4250 • Del Rio, TX 78841

**VOL. 45 PAGE 408**

**CERTIFICATE**

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 5<sup>th</sup> day of November, 2015, at 11:56 o'clock A. m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



**Generosa Gracia-Ramon**

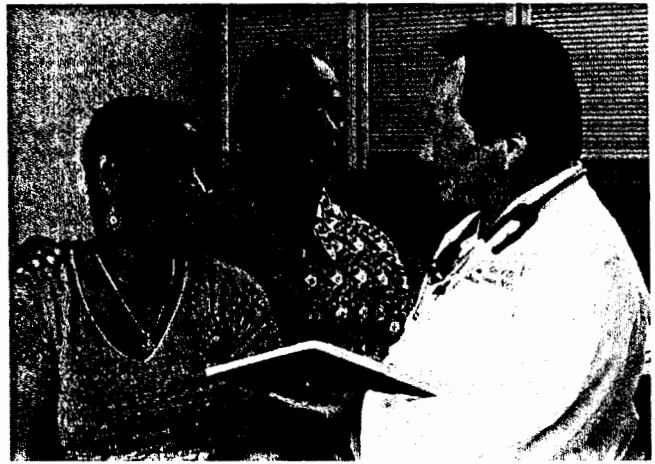
**Val Verde County Clerk**

Val Verde Regional Medical Center, in  
partnership with QUAD Counties, is now  
offering **FREE** InSure FIT colorectal cancer  
screening tests for **eligible** patients!

*COLORECTAL CANCER IS THE SECOND MOST COMMON CANCER KILLER,  
BUT IF CAUGHT EARLY IT CAN BE PREVENTED, TREATED, AND CURED.*

### Who is eligible?

- If you are over the age of 50
- If you **DO NOT** have a history of colorectal cancer in you or your **immediate** family
- If you have **NOT** had a colonoscopy in the last 10 years
- If you have **NOT** had a sigmoidoscopy in the last 5 years
- If you have **NOT** had an Fecal Occult Blood Test screening in the last 12 months



You could be eligible for a **FREE** InSure FIT screening kit!!! Just stop by one of the screening locations for more information!!!

**Amistad Medical Professionals**  
**Walk-in clinic**  
Located at 1200 N Bedell Ave.  
(830) 774 - 2505

**HOPE Cancer Resource Center**  
Located inside Val Verde  
Regional Medical Center at  
801 N Bedell Ave.  
(830) 775 - 8566

**QUAD Counties Council**  
Located at 1401 Las Vacas St.  
(830) 774 - 7411



CANCER PREVENTION & RESEARCH  
INSTITUTE OF TEXAS

Val Verde Regional Medical Center, en  
asociación con QUAD Counties, ahora está  
ofreciendo exámenes de el cancer colorrectal  
**InSure FIT GRATIS** para los pacientes **elegibles!**

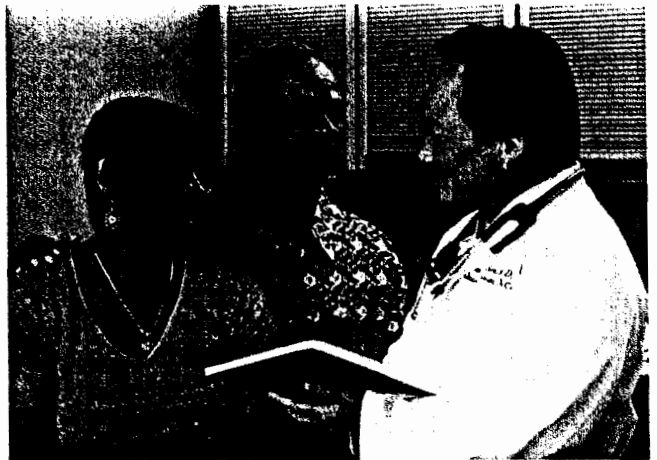
---

*EL CÁNCER COLORRECTAL ES LA SEGUNDA CAUSA DE MUERTE POR CÁNCER, PERO  
SI SE DETECTA TEMPRANAMENTE PUEDE SER PREVENIDO, TRATADO Y CURADO.*

---

**Quien es Elegible?**

- Si usted tiene más de 50 años de edad
- Si usted **NO** tiene antecedentes de  
cáncer colorrectal en usted o su  
familia inmediata
- Si usted **NO** ha tenido una  
colonoscopia en los últimos 10 años
- Si usted **NO** ha tenido una  
sigmoidoscopia en los últimos 5 años
- Si usted **NO** ha tenido un examen de  
FOBT (sangre oculta en el  
excremento) en los últimos 12 meses



Usted podría ser elegible para un examen InSure FIT GRATIS!!!!!! Para mas  
informacion visite uno de los lugares de proyección!!!

**Amistad Medical Professionals**  
**Walk-in clinic**  
Situado en 1200 N Bedell Ave.  
(830) 774 - 2505

**QUAD Counties Council**  
Situado en 1401 Las Vacas St.  
(830) 774 - 7411

**HOPE Cancer Resource Center**  
Situado dentro del Val Verde  
Regional Medical Center en  
801 N Bedell Ave.  
(830) 775 - 8566



CANCER PREVENTION & RESEARCH  
INSTITUTE OF TEXAS

#7 & #8

**Commissioners' Court Agenda Item Cover Memo  
November 9, 2015**

**Agenda Item: Report Item – Update on the Val Verde Colonia Self Help Center Program**  
**Prepared By: Robb Stevenson/Will Gudeman Equity CDC**  
**Department: Val Verde County Self-Help Center**

**AGENDA CAPTION**

Informational Progress Report by Equity Community Development Corporation on the Colonia Self-Help Center Program.

**BACKGROUND**

In 1995 the State Legislature established the Colonia Self-Help Center Program. The Program is funded through a set-aside of Community Development Block Grant (CDBG) funding which is federally-sourced funding that passes through the State to Texas' cities and counties from the US Department of Housing and Urban Development (HUD). The Colonia Self-Help Center Program is administered on the state level by the Texas Department of Housing and Community Affairs (TDHCA).

The Val Verde County Colonia Self-Help Center is one of seven such centers along the Texas-Mexico border that exist to provide assistance to the low-income residents of colonias, which are residential subdivisions generally lacking in infrastructure, standardized housing and basic services. The colonias selected by Val Verde County to be served by the most current funding award are Cienegas Terrace, Val Verde Park Estates 1 & 2, Escondido Estates, the Town of Comstock and Lake View Addition.

The Self-Help Center provides resources and technical assistance in a variety of ways to promote safe and secure housing, community development, public service and education. Key services include: self-help home repair, housing rehabilitation, reconstruction and new construction; solid waste removal; construction skills training; technology training; and tool lending libraries to promote self-help construction methodologies.

**PROGRESS UPDATE**

The purpose of this agenda item is to provide updates on the status of the Program and the progress towards meeting the performance benchmarks included in the contract between the County and TDHCA as well as to provide the opportunity to answer questions and receive feedback from Commissioners' Court.

Colonia SHC Contract No. 7214013 was awarded in July of 2014, but was not released by TDHCA to be fully executed until September of 2014. The contract period is from August 4, 2014 to August 3, 2018. The county is required to submit quarterly reports to TDHCA no later than the 10<sup>th</sup> day of the month following each calendar quarter. ECDC prepared the report and submitted it to the county of October 6 for submission to the state no later than October 10. The county submitted the report to the state on October 8.

We have identified and qualified more than enough applicants seeking housing construction assistance to fulfill the contractual requirements. In addition, a waiting list has been created and it continues to grow; if additional funding becomes available the families on the waiting list will be assisted based on the dates of their applications for assistance.

Draw Request No. 5 was submitted to the state on 11/3/15. With approval of this request, the county will have met the TDHCA's 20-month Expenditure Threshold approximately 8 months early, earning the county an additional \$100,000 on the next Colonia Self Help Center contract (at total of \$200,000 additional funds have been earned to date with compliance with expenditure thresholds).

TDHCA conducted a monitoring desk review on Colonia SHC Contract No. 7214013 that was concluded on 11/3/15. No Findings were identified and the review has been closed. The county remains in good standing with TDHCA and the Office of Colonia Initiatives.

We are in the process of submitting environmental clearances for the remaining properties and ordering inspections.

**COLONIA SHC PROGRAM QUARTERLY PROGRESS REPORT**  
**MINORITY ENTERPRISE REPORT Part One**

|                             |  |  |                                       |
|-----------------------------|--|--|---------------------------------------|
| Contract No.: 7214013       |  | Locality Name: Val Verde County                  |                                       |
| Quarterly Reporting Period: |  | <input type="checkbox"/> Jan-Mar 2015            | <input type="checkbox"/> Apr-Jun 2015 |
|                             |  | <input checked="" type="checkbox"/> Jul-Sep 2015 | <input type="checkbox"/> Oct-Dec 2014 |

| 1<br>Line Item #,<br>Activity &<br>Subactivity (if applicable) | 2<br>TxCDBG Funds    |                      |                         | 3<br>Other<br>Funds<br>Expenditures<br>To Date | 4<br>ACCOMPLISHMENTS |                              |                                  |                       |                              |                                  |                    |                              |                                  |
|--|----------------------|----------------------|-------------------------|--|----------------------|------------------------------|----------------------------------|-----------------------|------------------------------|----------------------------------|--------------------|------------------------------|----------------------------------|
|  | a. Current<br>Budget | b. Total<br>Drawn    | c. Balance<br>Remaining |  | Proposed             |                              |                                  | Activity this Quarter |                              |                                  | Actual / To Date   |                              |                                  |
|  |                      |                      |                         |  | d.<br>Deliverables   | e.<br>Total<br>Beneficiaries | f.<br>Total L/M<br>Beneficiaries | g.<br>Deliverables    | h.<br>Total<br>Beneficiaries | i.<br>Total L/M<br>Beneficiaries | j.<br>Deliverables | k.<br>Total<br>Beneficiaries | l.<br>Total L/M<br>Beneficiaries |
| Public Services  | \$ 48,000.00         | \$ 2,041.35          | \$ 45,958.65            |  | 5                    | 5,391                        | 5,391                            | -                     | -                            | -                                | -                  | -                            | -                                |
| Solid Waste Removal  |                      |                      |                         |  | 400                  | 400                          | 400                              | 192                   | 192                          | 192                              | 393                | 393                          | 393                              |
| Tool Lending Library   |                      |                      |                         |  | 16                   | 225                          | 225                              | -                     | -                            | -                                | -                  | -                            | -                                |
| Technology Classes   |                      |                      |                         |  | 400                  | 5,391                        | 5,391                            | 9                     | 9                            | 9                                | 71                 | 71                           | 71                               |
| Residential Rehab  | \$ 112,000.00        | \$ 295.00            | \$ 111,705.00           |  |                      |                              |                                  |                       |                              |                                  |                    |                              |                                  |
| Small Home Repair  |                      |                      |                         |  | 12                   | 36                           | 36                               | -                     | -                            | -                                | -                  | -                            | -                                |
| Reconstruction   | \$ 350,000.00        | \$ 132,481.70        | \$ 217,518.30           |  | 7                    | 21                           | 21                               | -                     | -                            | -                                | -                  | -                            | -                                |
| General Administration   | \$ 35,833.00         | \$ 9,000.00          | \$ 26,833.00            |  |                      |                              |                                  |                       |                              |                                  |                    |                              |                                  |
| Admin/Planning   | \$ 54,187.00         | \$ 13,500.00         | \$ 40,687.00            |  |                      |                              |                                  |                       |                              |                                  |                    |                              |                                  |
| <b>Total:</b>  | <b>\$ 600,000.00</b> | <b>\$ 157,318.05</b> | <b>\$ 442,681.95</b>    | <b>\$ -</b>                                    |                      |                              |                                  |                       |                              |                                  |                    |                              |                                  |

| MINORITY BUSINESS STATUS   |                 |             |               |  |   |   |   |   |   |   |
|--|-----------------|-------------|---------------|--|---|---|---|---|---|---|
| Contractor/Subcontractor Name<br><small>List all contracts awarded this quarter only</small> | Contract Amount |             |               | Column Codes:<br><small>See Instructions for codes</small> |   |   |   |   |   |   |
|  | CDBG Dollars    | Other Funds | Total Dollars | A  | B | C | D | E | F | G |
|  |                 |             |               |  |   |   |   |   |   |   |
|  | \$ -            | \$ -        | \$ -          |  |   |   |   |   |   |   |

Certification by county representative:  
 (includes certifying that program income  
 has not been received during the quarter)

*Efran Chavez* 01/15/15  
 Sign and Date

Revised November 1, 2011

VOL. 45 PAGE 414

| Site-specific clearance | Initial Inspection | Work Write-up estimate | Award amount | Contractor verification | Bid award date | Notice to proceed | Final inspection | Homeowners Insurance | Promissory note | Waranty expiration | Affordability period | Payment to Contractor | Payment to Contractor | Payment to Contractor |
|-------------------------|--------------------|------------------------|--------------|-------------------------|----------------|-------------------|------------------|----------------------|-----------------|--------------------|----------------------|-----------------------|-----------------------|-----------------------|
| Date                    | Date               |                        |              | Date                    | Date           | Date              | Date             | Y/N                  | Date            | Date               | Date                 |                       |                       |                       |
|                         | 7/17/15            |                        |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |
| 5/5/15                  | 5/20/15            | \$50,000.00            | \$47,154     | 6/9/15                  | 6/9/15         | 6/9/15            | 9/23/15          | Yes                  |                 |                    |                      | \$42,438.60           |                       |                       |
|                         | 5/20/15            |                        |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |
|                         | 7/17/15            |                        |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |
|                         | 9/23/15            |                        |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |
| 5/5/15                  | 5/20/15            | \$50,000.00            | \$48,654     | 6/9/15                  | 6/9/15         | 6/9/15            | 7/18/15          | Yes                  |                 |                    |                      | \$43,788.60           |                       |                       |
| 5/5/15                  | 5/20/15            | \$50,000.00            | \$49,755     | 6/9/15                  | 6/9/15         | 6/9/15            | 7/18/15          | Yes                  |                 |                    |                      | \$44,779.50           |                       |                       |
|                         |                    |                        |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |
| 5/5/15                  | 5/20/15            | \$50,000.00            |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |
| 5/5/15                  | 5/20/15            | \$50,000.00            | \$48,819     | 6/9/15                  | 6/9/15         | 6/9/15            | 9/23/15          | Yes                  |                 |                    |                      | \$43,913.10           |                       |                       |
|                         |                    |                        |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |
|                         |                    |                        |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |
|                         |                    |                        |              |                         |                |                   |                  |                      |                 |                    |                      |                       |                       |                       |



# Quarterly Report Part Two

|         |           |                  |         |          |      |
|---------|-----------|------------------|---------|----------|------|
| County: | Val Verde | Contract Number: | 7214013 | Quarter: | 3Q15 |
|---------|-----------|------------------|---------|----------|------|

1. Only completed homes may be reported on Part One of the Quarterly Report. Homes in progress must be reported on Part Two of the Quarterly Report
2. Under type of assistance, please indicate the activity (i.e. rehab, small home repair, reconstruction, new construction)
3. Do not delete homes from Part Two as they are completed

| Type of assistance | Name               | Address               | Colonia  | Primary Residence | Year home built | Real-estate tax receipt | Family size | Males | Females | Race  | Ethnicity | AMFI Percentage | Application Recieved | Income verification |
|--------------------|--------------------|-----------------------|----------|-------------------|-----------------|-------------------------|-------------|-------|---------|-------|-----------|-----------------|----------------------|---------------------|
|                    |                    |                       |          | Y/N               | Year            | Current?                |             |       |         |       | H/NH      | %               | Date                 | Date                |
| SHR                | Mary Lou Hernandez | 298 Lomita Street     | Cienegas | Yes               | 1990            | Yes                     | 1           | 0     | 1       | White | H         | 25              | 10/22/14             | 3/25/15             |
| Rehab              | Abelardo Saldivar  | 804 FM 2523 (MHU)     | VV Park  | Yes               | 1959            | Yes                     | 2           | 1     | 1       | White | H         | 25              | 1/30/15              | 3/12/15             |
| SHR                | Pedro Hidalgo      | 158 Greenwillow       | Cienegas | Yes               | 1982            | Yes                     | 2           | 1     | 1       | White | H         | 29              | 10/21/14             | 4/7/15              |
| Rehab              | Maria Guerra       | 165 Dogwood           | Cienegas | Yes               | 2000            | Yes                     | 2           | 1     | 1       | White | H         | 31              | 10/17/14             | 2/17/15             |
| Rehab              | Daniel Zamarripa   | 307 Mesa              | Cienegas | Yes               | 2009            | Yes                     | 5           | 4     | 1       | White | H         | 32              | 1/7/15               | 3/19/15             |
| Rehab              | Juan Escobedo      | 346 Wendy             | Cienegas | Yes               | 1993            | Yes                     | 2           | 1     | 1       | White | H         | 33              | 1/26/15              | 4/10/15             |
| Rehab              | Roman Esparza      | 175 Greenwillow (MHU) | Cienegas | Yes               | 1990            | Yes                     | 3           | 1     | 2       | White | H         | 37              | 12/17/14             | 3/12/15             |
| Rehab              | Luis Vasconez      | 578 Water (MHU)       | Cienegas | Yes               | 1980            | Yes                     | 5           | 3     | 2       | White | H         | 63              | 1/14/15              | 3/26/15             |
| Rehab              | Barbara Tucker     | 341 RR Street         | Comstock | Yes               | 1999            | Yes                     | 2           | 1     | 1       | White | NH        | 72              | 2/18/15              | 4/6/15              |
| Rehab              | Roberto Escobar    | 113 King              | VV Park  | Yes               | 1989            | Yes                     | 12          | 6     | 6       | White | H         | 86              | 1/20/15              | 4/14/15             |
| Rehab              | Obdulia Hernandez  | 220 Grissom (MHU)     | VV Park  | Yes               | 1959            | Yes                     | 1           | 0     | 1       | White | H         | 26              | 3/3/15               | 3/26/15             |
| Rehab              | Maria Espinoza     | 186 Dogwood           | Cienegas | Yes               | 1995            | Yes                     | 1           | 0     | 1       | White | H         | 23              | 3/5/15               | 4/1/15              |
| Rehab              | Aurora Jones       | 115 Elder             | Cienegas | Yes               | 1994            | Yes                     | 1           | 0     | 1       | White | H         | 26              | 3/9/15               | 4/9/15              |
| SHR                | Roberto Pena       | 132 Greenwillow       | Cienegas | Yes               | 2014            | Yes                     | 3           | 2     | 1       | White | H         | 40              | 3/24/15              | 3/24/15             |

Activities outlined in heavy black border were moved up from the waiting list, replacing applicants living in MHUs.  
Rehabbing MHUs is currently prohibited, and there are no additional funds in the contract to replace dilapidated MHUs.

10/6/15



**City of Del Rio - Val Verde County  
Comprehensive Economic Development Strategy**

**PROPOSAL**

---

5526 North Tenth St • McAllen, TX 78504 • Tel: 956.648.6456 • Fax: 956.682.0223

## PROPOSAL

The development of a comprehensive economic development strategy is multifaceted. The most effective plans will include *Methodical* compilation of relevant information, the *Strategic* development of plan of action, and *Deliberate* execution and constant monitoring.

PHASE I: MARKET STUDY & ANALYSIS

PHASE II: STRATEGIC PLAN

PHASE III: IMPLEMENTATION SUPPORT

### PHASE I: MARKET STUDY & ANALYSIS

The availability of reliable information is crucial in the development of Del Rio's economic development plan. The compilation of the information must be organized, methodical and timely. The analysis of the information requires its interpretation relative to its intended use.

C2D will develop a market study that will address the following:

- **Historic Investment:**
  - Del Rio, Val Verde County and Ciudad Acuña's historic investment patterns and growth trends by market segment.
  - Prepare a cautious review of the areas growth and its unique attributes from a site selection perspective.
- **Loss Inventory:**
  - Evaluation of critical components leading up to the capture or loss of investments in the last five years; a decade preferred if the information is available.
  - This will include data derived directly from investing entities wherever possible.

- **Competitive Environment:**
  - On site evaluation of Eagle Pass, Uvalde and Piedras Negras.
  - This will include data relative to pricing, incentives, land/building availability and other material site selection criteria.
  - An asset inventory and comparative matrix will be developed.
- **Macro Market Research:**
  - International (U.S. & Mexico) general investment trends then tracked to border communities.
  - This exercise will allow us to further trace investments in other communities by the industry clusters that rise to the surface for Del Rio and then allow us to cross reference the cities where the investments were made with what Del Rio has to offer.

**Deliverable:**

- On Site Presentation to Economic Development Committee
- Market Study & Analysis – twenty hard copy sets and 5 USB.
- One Master set to include
  - Contact roster of all participants in the study
  - Copies of relevant research
  - Copies of all interview questionnaires and notes
  - Copies of all marketing materials obtained from competing communities

**Timeline:**

- Ten (10) weeks from execution of contract net of Holidays

Confidential

pg. 3

## **PHASE II: STRATEGIC PLAN**

The information leveraged in Phase I will serve, in large part, as the catalyst for the development of a focused and comprehensive strategic plan for the City of Del Rio and Val Verde County. The objective is to provide a *working* document with a detailed *action plan*.

### **Methodology:**

- After the dissemination of the Market Study, C2D will have Individual meetings with city and county elected officials, with each committee member and with city and county administrative staff.
- A preliminary SWOT analysis (Strengths, Weaknesses, Opportunities and Threats) will be developed from which to build and strengthen with the community's direct involvement
- C2D will facilitate a two-day strategic planning retreat for committee members, city and county leaders and administrative staff. The discussions will include the cumulative thoughts, concerns and ideas derived from the *confidential* interviews and will end with a definitive outline of the strategic plan.
- C2D will develop a detailed implementation strategy
  - SWOT
  - Target Markets / Industry Clusters
  - Detailed calendar of activities
  - Budget Options
  - Resource Guide
  - Tracking, monitoring and reporting guide

### **Deliverables:**

- On Site Presentation to Economic Development Committee
- Comprehensive Economic Development Strategic Plan – 20 hard copy sets and 5 USB.
- One Master set to include
  - Implementation Calendar
  - Specific activities with registration, placement, quotes, contact and other relevant information for execution

### **Timeline:**

- Ten (10) weeks from execution of contract net of Holidays

### **PHASE III: IMPLEMENTATION SUPPORT**

C2D will provide implementation support for three (3) months after delivery of the Strategic Plan. The support of the EDC team will include the following:

- Database Management
- Marketing Campaign data tracking and analysis
- Reporting Templates
- Public Awareness Campaign – Templates
- Prospecting
  - Lead Sheet Templates
  - Follow-up Techniques and Classification Criteria
  - Development of Investment Proposal Templates, Standards and Criteria
- Specific campaign implementation assistance
- Support in the development of Marketing Materials

This proposal includes up to fifty (50) hours per month to be available to the EDC team and can include two full days per month of on-site implementation support.

*C2D is available to provide a long term support contract wherein it will serve as a ghost marketing department for Del Rio. This can be quoted separately.*

## PRICING & TERMS

The quote provided herein below is for the development of a three phased, comprehensive economic development strategy. The services are *Methodical* in the compilation of relevant information, *Strategic* in the development of plan of action, and *Deliberate* in the implementation.

|            |                         |          |
|------------|-------------------------|----------|
| PHASE I:   | MARKET STUDY & ANALYSIS | \$48,000 |
| PHASE II:  | STRATEGIC PLAN          | \$50,000 |
| PHASE III: | IMPLEMENTATION SUPPORT  | \$22,000 |

- The above package covers an eight-month period:
  - 10 weeks Phase I
  - 10 Weeks Phase II
  - 3 Months Phase III
- Payment
  - Phase I = \$48,000
    - 50% Upon Contract Execution
    - 30% at week five
    - 20% Upon Delivery
  - Phase II = \$50,000
    - 50% Upon delivery of the Market Study which marks commencement of work for Phase II.
    - 30% at week 5
    - 20% Upon Delivery
  - Phase III = \$22,000 paid in three equal monthly installments of \$7,500 per month.
- C2D will rely on Del Rio EDC and/or the person(s) indicated to provide information needed in a timely manner.
- C2D will rely on Del Rio EDC and/or the person(s) indicated to provide contact information for individuals as identified throughout the process and to assist in coordinating meetings as needed.

- All travel and lodging will be invoiced separately and paid upon receipt. C2D will provide a schedule and cost estimate for approval prior to travel.
- Client will absorb cost for the Strategic Planning Retreat.
- C2D will have exclusive representation of Del Rio or Val Verde County projects for New Market Tax Credit and/or EB5 investment opportunities.
- Upon execution, C2D is authorized to represent Del Rio to potential investors (NMTC, EB5, HUD Housing, Hotel, Etc.)
- Upon execution, C2D is authorized to engage and invite economic development colleagues to the table to discuss state and federal government funding opportunities.

On behalf of the C2D Business Strategies team, we are grateful to the City of Del Rio and Val Verde County for the enthusiasm with which we have been invited to prepare this proposal. It will be an honor and a pleasure to form part of your community's team and help spearhead job creation and sustainable economic growth in the area.

Respectfully,



**Myra Caridad García**

This proposal has been reviewed and accepted as set forth. C2D will submit a contract for review and execution within five (5) working days of this signature. Payment as indicated herein above will accompany the executed contract.

\_\_\_\_\_  
**Mr. Henry Arredondo**  
**Del Rio City Manager**

\_\_\_\_\_  
**Efrain V. Valdez**  
**Val Verde County Judge**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Ms. Oriana Fernandez**  
**Del Rio Director of Economic Development**

\_\_\_\_\_  
**Date**

Confidential

pg. 7





## PROJECT TEAM

MYRA C. GARCÍA  
PATTY ROJAS  
CESAR SANCHEZ  
SORAYA YOUNG

---

5526 North Tenth St • McAllen, TX 78504 • Tel: 956.648.6456 • Fax: 956.682.0223



## Myra Caridad García de García Professional History

### **C2D Business Strategies, LLC – Principal**

- International Marketing & Business Development
  - Market Study & Analysis: define trends, competitive environment, target markets, and product demand vs. availability
  - Strategic Planning: In concert with community partners, define a long term strategic plan along with specific implementation requirements, budgets and monitoring mechanisms for effectiveness.
- International Site Selection, Start-up Project Management
  - Facilitation and Negotiation of New Market Tax Credit (NMTTC)
  - Contract Negotiation & Mediation: Incentive Agreements, Land Acquisition, Lease, BTS Lease/Purchase
- Support Services for Municipal & County Economic Development
- Capacity Building for Nonprofit Organizations:
  - Operational Audits
  - Resource Development

### **Valley Initiative for Development and Advancement (VIDA) – Executive Director**

As a component to sustainable Regional Economic Development, VIDA assists the economically disadvantaged, adult population in the Rio Grande Valley obtain the post-secondary credentials required to compete for family sustaining jobs. This provides the employers the skill set they need for global competitiveness, builds the labor force in the region to attract new business, and ensures families have the tools to break the cycle of poverty. Funded in large part by Economic Development funds from the four county area (city & county), we worked closely with the development of recruitment and retention strategies for our funding partners.

### **McAllen Economic Development Corporation Senior Vice President of Marketing & Business Recruitment**

Responsible for business recruitment and expansion on either side of the US/Mexico Border (McAllen/Texas – Reynosa, Tamaulipas). This included defining international marketing strategies, direct responsibility for all of the MEDC staff, and coordination of community development efforts with city, state, and business leaders on both sides of the border.

### **Grupo Rio San Juan -Vice President of Marketing & Business Development**

Directly responsible for international marketing and business development for this Mexico owned and operated Real Estate Development Company. Specifically targeted maquiladora operations and negotiated all contracts for land sale and construction of the facilities. Also involved in commercial site developments and contract negotiations with foreign owned retailers establishing operations in the area. Involved with national foreign investment activities and organizations in Mexico.

### **Greater Corpus Christi Economic Development (GCCBA) – Executive Vice President & Executive Director**

Participated in the transition from three sector agency (EDC, Chamber, and CVB) to independent organizations. Developed three year international marketing and funding strategy. Staffed and implemented the program of work under contract.

### **FINSA Grupo Argüelles - Director – International Marketing & Business Development**

Premier real estate development group with locations in fifteen cities in nine states throughout Mexico. Directly responsible for business development for all locations and engaged in contract negotiations for land sale, facility leases, construction, and shelter operations. Involved in site selection and market studies for new site development.

### **McAllen Economic Development Corporation - Industrial Development Specialist**

Part of the start-up team for this economic development agency. Participated in the development of a fifteen-year development plan which proved to be the catalyst for growth that has received national and international acclaim for the sister cities. Specifically responsible for working with companies in establishing their manufacturing operations in Reynosa and was responsible for the development of Mexico relations.

## Education

- ◇ Bachelor of Business Administration, University of Texas - Pan American 1990
- ◇ Executive Masters Program: Negotiation & Decision Making - Graduate School of Business, University of Chicago 1998
- ◇ Mediation Certification - Dispute Resolution Center-Austin, Texas, August 2005

## Other

- Partner: **The UPS Store** - two franchise store fronts
- Partner: **Villas del Tesoro** - gated townhome community development
- Partner: **Re-Al Jury** - Jury Selection Support, Focus Groups, Mock Trials
  
- ◇ Center for Public Policy Priorities (CPPP) - Board of Directors
- ◇ Educate Texas – Collective Impact Initiative (Strategy Groups: Access to College, Student Services, Data Collection)
- ◇ Partners in Post Secondary Success (PPS) – Leadership Advisory Committee
- ◇ Minority Small Business Advocate of the Year – 1994 Small Business Administration
- ◇ Outstanding Woman of Achievement – 1993 McAllen Business & Professional Woman's Club
- ◇ South Texas Manufacturing Association (STMA) – Founding Member

## Personal

- ◇ 100% Bilingual & Bicultural (oral and written: English & Spanish)
- ◇ Born September 10, 1965
- ◇ Married
- ◇ Five (5) Children
- ◇ Four (4) Grandchildren

**PATTY ROJAS** Patty Rojas was born and raised in Bogota, Colombia, she later moved to McAllen, Texas where she enrolled at the University of Texas Pan American to study marketing and graduated with honors.

Ms. Rojas started her professional career at McAllen Economic Development Corporation where she worked for Ms. Myra Garcia. Patty was later recruited to join C2D (CarDan) where she worked until her moved to Minnesota in 2002. During her stay in Minnesota, Ms. Rojas worked representing companies from New York, Washington and California and introducing their products to large retailers in Mexico, Colombia, Puerto Rico and Central America.

Upon her return to McAllen, Texas in 2009, Ms. Rojas rejoined C2D Business Strategies, LLC. and has worked as a Marketing Manager, where she is in charge of public relations being the link with different government agencies and organizations like Economic Development Corporations, AMPIP, Industrial Developers, State Governments, etc. She also works on market studies, client retention and business attraction, to name a few.

**MARIO CESAR SANCHEZ LIMON** was born in Puebla, Mexico and graduated from Cuauhtemoc University with a Bachelor's Degree in Architecture in 1997. During his 18 years of experience in Economic and Industrial Development, Mr. Sanchez Limon has worked for various Industrial Developers and organizations, including the City of Reynosa.

Mr. Sanchez Limon started his career at Grupo Rio San Juan, where he was hired by Ms. Myra Garcia as a Marketing Specialists. He joined American Industries in Reynosa in 2006 and later worked for the City of Reynosa. For the last 5 years, Mr. Sanchez Limon has worked with Ms. Garcia and C2D Business Strategies, LLC. His responsibilities include design layouts, preparation of construction documents in AutoCad, renderings, feasibility studies, market studies as well as Business Retention and Expansion and Business Attraction.

**SORAYA YOUNG** left her native Peru and moved to Canada where she lived for many years before being transplanted to McAllen, TX with her husband. She studied International Business in Lima at the Inca Garcilazo de la Vega University and later graduated from the Autonomous University of Tamaulipas with a Bachelor's Degree in Nursing.

Ms. Young has worked in financial institutions both in Peru and Canada and upon her move to McAllen, TX was hired by Ms. Myra Garcia at C2D (CarDan) in the position of Administrative Assistant. Ms. Young was later promoted to Marketing Manager assigned exclusively on a CarDan client, Grupo Rio San Juan.

She then joined Ms. Garcia's team at C2D Business Strategies, LLC. and has worked as the Office Manager, where she is in charge of the office, preparation of budgets, advertisement placement. Soraya is also in charge of the calendar of events and trade shows, coordination of prospect site visits, research and support of market studies.

**RESOLUTION**

**A RESOLUTION PROVIDING FOR THE CASTING OF VOTES FOR THE  
CANDIDATES TO THE BOARD OF DIRECTORS OF THE VAL VERDE  
COUNTY APPRAISAL DISTRICT**

**WHEREAS, Section 6.03(g) of the Texas Property Code provides that the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser; and**

**WHEREAS, Section 6.03(c) of the Texas Property Code provides that a governing body may cast all its votes for one candidate or may distribute the votes among any number of candidates; and**

**WHEREAS, the County Commissioners of Val Verde County desires to cast its votes for the candidates in the manner specified herein; now, therefore,**

**BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF VAL VERDE COUNTY THAT:**

**The Val Verde County Commissioners cast their votes for the following named candidates for the Board of Directors of the Val Verde County Appraisal District in the following specified manner:**

| <b>NAME OF CANDIDATES</b> | <b>NUMBER OF VOTES CAST</b> |
|---------------------------|-----------------------------|
| <b>LUCAS GILLIAM</b>      | <b>1,161</b>                |
| <b>PAM SMITH</b>          | <b>1,161</b>                |

**PASSED AND APPROVED ON THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2015.**

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

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

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

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

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

**OFFICIAL BALLOT**  
**2016-2017 BOARD OF DIRECTORS**  
**VAL VERDE COUNTY APPRAISAL DISTRICT**

**CANDIDATES**

*(Names appear in alphabetical order according to surname)*

**VOTES CAST**

Javier Calderon

\_\_\_\_\_

Lois Everett

\_\_\_\_\_

Juan Gallegos, Jr.

\_\_\_\_\_

Lucas Gilliam

\_\_\_\_\_ 1,161

Ramiro Guzman

\_\_\_\_\_

Bobby Lopez

\_\_\_\_\_

Gilbert Mercado

\_\_\_\_\_

Raymond Meza

\_\_\_\_\_

Jim Perry

\_\_\_\_\_

Pam Smith

\_\_\_\_\_ 1,161

Hector Trevino

\_\_\_\_\_

November meeting

# 104  
13

Shannon Graham  
400 Quail Creek Drive  
Del Rio, Texas 78840

September 14, 2015  
Val Verde County Board of Supervisors  
Del Rio, Texas

S

Dear Sirs;

I would appreciate consideration in my candidacy for a position on the Val Verde County Library Board.

I have a broad background in both nursing and education. I have taught at the junior college, undergraduate and graduate programs in several colleges and universities.

My formal education includes a baccalaureate in nursing University of Minnesota, Master of Arts, Stetson University; Master of Nursing, Louisiana State Nursing; PHD University of Southern Mississippi.

I have lived in Del Rio 11 years during which time I have been very active in the community. I am a member of Friends of the Library.

One of the most important assets in the community is the library. I am committed to the growth of the library and increasing its use by all age groups. My experience and skills will be useful to help accomplish this.

Thank you for your consideration.  
Shannon Graham

*Shannon Graham*

#11

XXXXXXX , 2015

RE: Proposed Building Development and Donation

To Whom It May Concern:

Val Verde County, in coordination with the City of Del Rio and the Del Rio Chamber of Commerce Military Affairs Association, is submitting an application for the Defense Economic Adjustment Assistance Grant through the Office of the Governor, Economic Development and Tourism, Texas Military Preparedness Commission. If awarded, this grant will provide funds for Val Verde County to construct a Defense Control Facility on Laughlin Air Force property at the West Gate of the facility. It is the intent of Val Verde County to voluntarily give, transfer, convey, and assign said building, free and clear of all encumbrances to the Secretary of the Air Force, acting on behalf of the United States of America, to have and to hold the same forever, therefore relinquishing for itself, its successors and assigns all ownership, rights, title, interest and possession therein to the United States of America at the time of completion of the said building

The described gift and transfer of the structure does not entail the granting by the donee of special concessions or privileges to the donor.

The donation of Defense Control Facility is made for the benefit of or use in connection with the establishment, operation, or maintenance of Laughlin Air Force Base or other institution or organization under the jurisdiction of the Department of the Air Force, in conformance with 10 U.S.C. 2601.

Sincerely,

Efrain Valdez  
County Judge  
Val Verde County

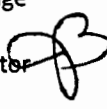




VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

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

From: Juanita Barrera, HR Director 

Date: November 3, 2015

Subject: Personnel Policy Manual Changes

Listed below are some changes which need to be made to our Personnel Policy Manual.

**Page 28 & 29 - CURRENT POLICY**

**PAY AT TERMINATION**

If an employee has worked for at least 6 months in a position which accrues vacation at the time the employee resigns, is discharged, or is terminated for any other reason, the employee shall receive pay for all unused vacation up to the maximum allowed based on years of service under this policy. (See Vacation Accrual Schedule)

An employee who has not worked for a minimum of 12 months in a position which accrues vacation shall not be eligible for any vacation pay upon termination of employment.

**PROPOSED CHANGES**

**PAY AT TERMINATION**

If an employee has worked for at least 12 months in a position which accrues vacation at the time the employee resigns, is discharged, or is terminated for any other reason, the employee shall receive pay for all unused vacation up to the maximum allowed based on years of service under this policy. (See Vacation Accrual Schedule)

An employee who has not worked for a minimum of 12 months in a position which accrues vacation shall not be eligible for any vacation pay upon termination of employment.

Page 46 - CURRENT POLICY

**TRAVEL POLICY (PARAGRAPH 6)**

Employees or elected officials traveling outside the county may request a per diem of up to \$46.00 per day for meals providing they are traveling on official business. The advance shall be requested at least 3 business days prior to departure date or earlier on a Travel Statement form provided by the County Auditor's Office. County Credit Cards will not be accepted for meal expenses. The only exception would apply to Road Crews and Sheriff's Office Transport Division. On those occasions where the exception does apply, itemized receipts must be provided. Day trip meals are an IRS Taxable Fringe Benefit and will be treated according to IRS Regulations.

**PROPOSED CHANGES**

Employees or elected officials traveling outside the county may request a per diem of up to \$46.00 per day for meals providing they are traveling on official business. The advance shall be requested at least 3 business days prior to departure date or earlier on a Travel Statement form provided by the County Auditor's Office. County Credit Cards will not be accepted for meal expenses. The only exception would apply to Road Crews and Sheriff's Office Transport Division. Credit Card cannot be used for payment of tipping/gratuities. On those occasions where the exception does apply, itemized receipts must be provided. Day trip meals are an IRS Taxable Fringe Benefit and will be treated according to IRS Regulations.

Page 51 & 52 - CURRENT POLICY

**MAXIMUM COMPENSATORY TIME**

The maximum amount of unused compensatory time an employee shall be allowed to have at any one time is 240 hours. The maximum amount of compensatory time for Law Enforcement employees shall have at any time is 480 hours.

**BUY BACK OF COMPENSATORY TIME**

The County shall retain the right to "buy back" all or part of an employee's unused compensatory time by paying the employee for that time at the employee's current regular rate.

PROPOSED CHANGES

**MAXIMUM COMPENSATORY TIME**

The maximum amount of unused compensatory time an employee shall be allowed to have at any one time is 240 hours. The maximum amount of compensatory time for Law Enforcement employees shall have at any time is 480 hours. If and when an employee is promoted from a "non-exempt" status position to an "exempt" status, the compensatory time will either be paid by the county or compensatory time may be used, or a combination of the two, at the county's discretion.

**BUY BACK OF COMPENSATORY TIME - DELETE COMPLETELY**

If further information is needed, please do not hesitate to call my office.

# ESSER & COMPANY

Contract For Administration Management Services  
For County of Val Verde  
2015 Texas Department of Agriculture Contract 7215499  
For Community Development Programs

## PART I AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services entered into this 9<sup>th</sup> day of November 2015, by and between the County of Val Verde, hereinafter called the "County", acting herein by Efrain Valdez, County Judge of Val Verde County, hereunto duly authorized, and Esser & Company hereinafter called Firm acting herein by Carl Esser. "Contract" refers to the agreement between the county and a professional or administrative services firm to assist with the administration, and implementation of all or any portion of a community development block grant from the Texas Department of Agriculture. "Firm" refers to a professional or administrative services firm engaged to assist the County with the administration, or implementation of all or a portion of a community development block grant from the Texas Department of Agriculture.

### WITNESSETH THAT:

WHEREAS, the County of Val Verde desires to implement Texas Department of Agriculture Contract No. 7215499 Community Development Fund to benefit Comstock and San Felipe Pastures Water Facility Improvements located in Val Verde County under the general direction of the Texas Community Development Program; and Whereas, the County desires to engage Esser & Company to render Administration, Management services in connection with its Texas Community Development Program Contract No. 7215499.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**  
Firm will perform the services set out in Part II, Scope of Services of this contract.
2. **Time of Performance** – Esser & Company proposes to enter into an agreement with the County of Val Verde, Texas a political subdivision of the State of Texas, for administrative services for a period of two years or until work is completed. This agreement entered into this 9<sup>th</sup> day of November 2015 by and between the County of Val Verde and Esser & Company shall remain in force for two years thereafter, or until all work is completed.
3. **Access to Records** - All subcontracts of the Firm shall contain a provision that the County, the Texas Department of Agriculture (TDA), and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's agreement with the Firm or the administration, construction, engineering or implementation of the Texas Community Development Block Grant (TxCDBG) award between TDA and County..
4. **Compensation and Method of Payment** - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$24,000.00**. Payment to Esser & Company shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

- IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.  
COUNTY OF VAL VERDE FIRM: ESSER & COMPANY

BY: Carl Esser  
Carl Esser, Consultant

**PART II  
MANAGEMENT/ADMINISTRATION  
PROFESSIONAL SCOPE OF SERVICES**

**Esser & Company shall provide the following scope of services:**

**A. Project Management**

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

**B. Financial Management**

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

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Assist in the preparation any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

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

E. Construction Management

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

F. Fair Housing / Equal Opportunity

1. Assist the County of Val Verde in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnic and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

G. Rehabilitation of Private Property

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

H. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist the County of Val Verde in resolving any monitoring and audit findings.
3. Assist the County of Val Verde in resolving any third party claims.
4. Provide County of Val Verde's outside auditor with CDBG audit guidelines.

**PART III -- PAYMENT SCHEDULE**  
**MANAGEMENT/ADMINISTRATION**  
**PROFESSIONAL SERVICES**

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

---

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



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

**PROFESSIONAL MANAGEMENT/ADMINISTRATION, SERVICES**

**Termination of Contract.**

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

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

**Termination for Convenience.**

The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If this Contract is terminated for convenience, the County will pay the Firm for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Contract.

**Resolution of Program Non-Compliance and Disallowed Costs.**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American

Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

#### **Changes.**

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

#### **Personnel.**

Esser & Company represents that he/she has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County of Val Verde.

All of the services required hereunder will be performed by Esser & Company or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County of Val Verde. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

#### **Assignability.**

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

#### **Reports and Information**

Esser & Company, at such times and in such forms as the County of Val Verde may require, shall furnish the County of Val Verde such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

#### **Records and Audits**

Esser & Company shall insure that the County of Val Verde maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, 24 CFR 570.490 of the Regulations, and this Contract. Such records must include data on

the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. The County of Val Verde shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

#### **Conflicts of Interests**

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

#### **Federal Civil Rights Compliance.**

**During the performance of this Contract, the Firm agrees as follows:**

##### **Equal Employment Opportunity.**

- a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, disability or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, disability or national origin.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Firm will include provisions (a). through (c). in every subcontract or purchase order, unless exempted.

Civil Rights Act of 1964.

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

Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. Part 135, and all applicable rules and orders of TDA issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the

subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Section 503 (if \$10,000 or Over) Affirmative Action for Employment of Qualified Individuals with Disabilities (29 USC 793)

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination in practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**APPENDIX "A"**  
**ESSER & COMPANY**

Appendix A will only apply to supplemental administration services that extend beyond the original scope of services outlined in this agreement.

**A. RECORDS**

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

**B. WAGE RATES**

\$85.00/ Hour

**C. REIMBURSABLE EXPENSES**

- Customer Requested Expenses – outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at **cost plus 10%**.
- Mileage Travel pay from portal to portal or between locations will be charged at \$0.56.5 per mile.
- Per Diem Expenses – Hotels and Meals will be charged per U S government specifications see [www.perdiemrates.html](http://www.perdiemrates.html).
- Travel Expense – Airfare, car rental, taxi, parking and tolls will be invoiced at Cost +10%.

**D. SUBCONTRACTS**

An administrative fee of 10% will be added to the invoice cost of subcontracts administered by Esser & Company.

**E. TERMS**

Customers will make payments to Contractor within 30 days after receipt of invoice and are subject to Esser & Company's standard general terms and conditions.

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

#836

**CONTRACT FOR ENGINEERING SERVICES**

**PART I - AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of October, 2015, by and between the Val Verde County, Texas, hereinafter called the "County", acting herein by Efrain Valdez, County Judge hereunto duly authorized, and TRC Engineers, Inc. hereinafter called "Firm", acting herein by Eddie Bogard, P.E., procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

WITNESSETH THAT:

WHEREAS, the County of Val Verde desires to implement a 2015 Water Main Improvements, TxCDBG No. 7215499 under the general direction of the Texas Community Development Block Grant Program; and Whereas the County desires to engage professional engineers to render certain services in connection with this project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

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

3. Access to Information

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to TRC Engineers, Inc. by the County and its agencies. No charge will be made to TRC Engineers, Inc. for such information and the County and its agencies will cooperate with TRC Engineers Inc. in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$45,000.00. Payment to TRC Engineers, Inc. shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification

TRC Engineers, Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions


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

IN WITNESS HERE OF, the Parties have hereunto set their hands and seals.

VAL VERDE COUNTY

TRC ENGINEERS, INC.

By: \_\_\_\_\_  
Efrain Valdez  
County Judge

By:  \_\_\_\_\_  
Eddie Bogard, P.E.  
Sr. Project Manager



**PART II**  
**PROFESSIONAL ENGINEERING SCOPE OF SERVICES**

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

**SCOPE OF SERVICES**

1. Attend preliminary conference (1) with the Grant Recipient regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the Grant Recipient:
  - Name and address of property owners;
  - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Grant Recipient providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Grant Recipient's representative in connection with any such services.
4. Prepare railroad/highway permits. Fees are excluded.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations.
6. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction).
7. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
8. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
9. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
10. Conduct bid opening.
11. Tabulate, analyze, and review bids for completeness and accuracy.
12. Conduct pre-construction conference.
13. Notice to Proceed to construction contractor.
14. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

15. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
16. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TxCDBG approval.
17. Make periodic visits (maximum of 2), to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
18. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Grant Recipient and the project engineer.
19. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
20. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
21. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the Grant Recipient, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
22. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by TxCDBG, unless State or local law provides otherwise.
23. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
24. Conduct interim/final inspection.
25. Revise contract drawings to show the work as actually constructed, and furnish the Grant Recipient with a set of "record drawings" plans.
29. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## CONSTRUCTION CONTRACTS AND SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Grant Recipient.
2. The Engineer shall, prior to proceeding with the work, notify Grant Recipient in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Grant Recipient determines that any subcontractor is incompetent or undesirable, the Grant Recipient will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Grant Recipient.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TxCDBG and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Grant Recipient including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
  - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
  - Executive Order 11246 - Equal Employment Opportunity.
  - Copeland Anti-Kickback Act.
  - Davis-Bacon Act – prime contractor contracts in excess of \$2,000.
  - Section 103 and 107 of the Contract Work Hours and Safety Standards Act – contracts in excess of \$2,000.
  - a provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - Section 3 of the Housing and Urban Development Act of 1969.
  - Title VI of the Civil Rights Act of 1964

8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Grant Recipient, TxCDBG, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Grant Recipient has made final payment to the Contractor and all other pending matters are closed.

#### **STANDARD OF PERFORMANCE AND DEFICIENCIES**

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

**PART III**  
**PAYMENT SCHEDULE**  
**PROFESSIONAL ENGINEERING SERVICES**

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

Basic Engineering Service Milestone

|  |                    |      |
|--|--------------------|------|
| Basic Fee  | <u>\$41,000.00</u> |      |
| 1. Completion of preliminary engineering   |                    | 15%  |
| 2. Completion of final plans and specifications, and completion of bid advertisements and contract award |                    | 75%  |
| 3. Completion of all interim and final inspections   |                    | 5%   |
| 4. Completion of Record Drawing and TXCDBG Community Development Fund Closeout requirements              |                    | 5%   |
| TOTAL  |                    | 100% |

**SPECIAL SERVICES:**

The fee for all Special Services (topographical surveying) shall not exceed a total of Four Thousand and 00/100 (\$4,000.00) upon completion of surveying and necessary field data. The payment for these Special Services shall be paid as a lump sum. This cost does not include geotechnical bores or geotechnical engineering, or preparation of easement documents.

**PART IV  
TERMS AND CONDITIONS**

**PROFESSIONAL MANAGEMENT, ENGINEERING SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Firm, and the County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the County from the Firm is determined.

2. Termination for Convenience of the County. The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
4. Changes. The County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the County and the Firm, shall be incorporated in written amendments to this Contract.

5. Personnel.

- a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
6. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto: Provided, however, that claims for money by the Firm from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
12. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
13. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
14. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
15. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TxCDBG issued there under prior to the execution of this Contract. The parties to



this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

- c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

17. Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Firm shall take appropriate steps to assure compliance.

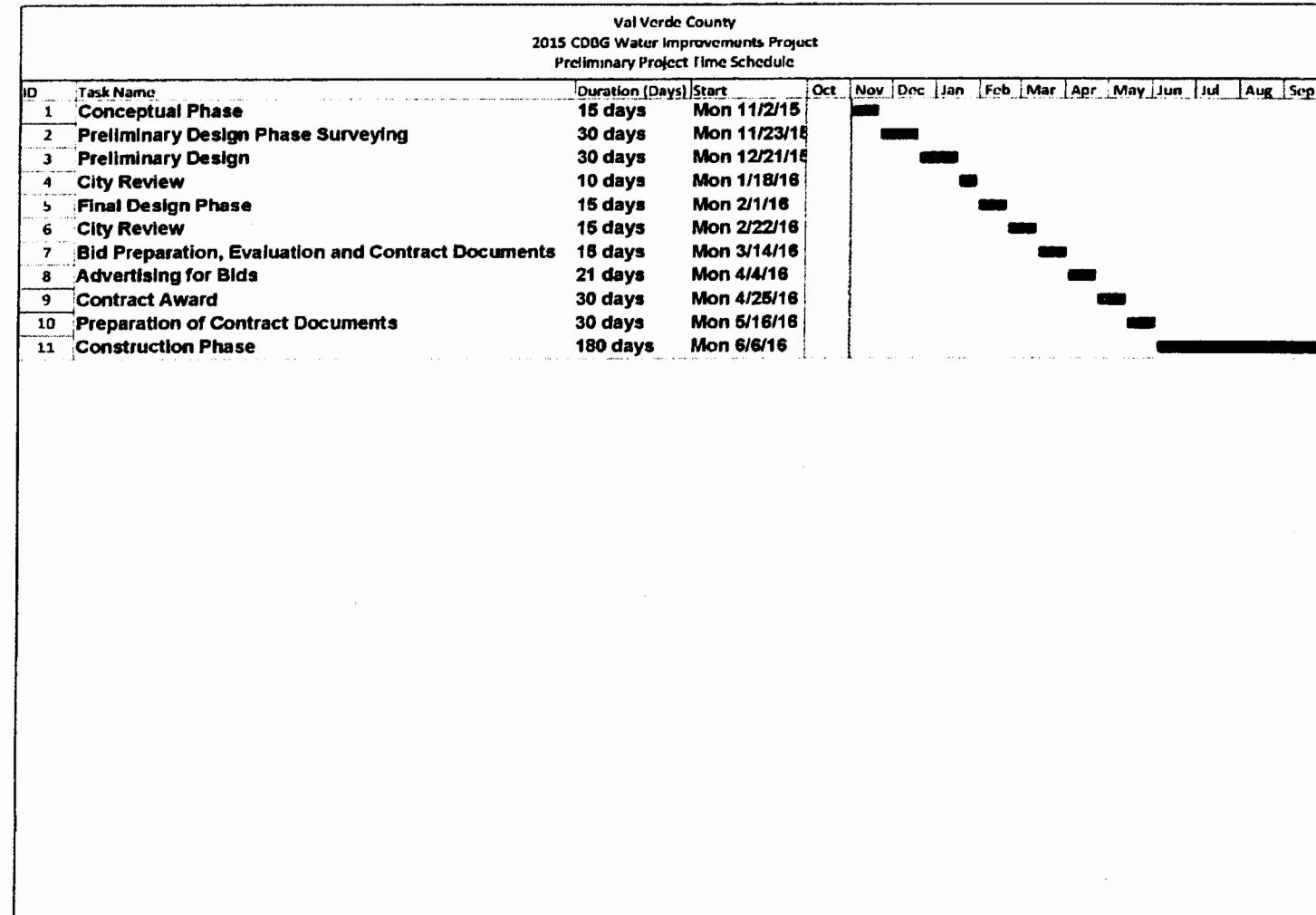
18. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

19. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or

any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

20. Primary Contact. The Client's contact person with the Consultant shall be the TRC Engineers, Inc.

**PART V**  
**PROJECT TIME SCHEDULE**



**PART VI**  
**MONTHLY STATUS REPORT**

Grant Recipient:\_\_\_\_\_ Date Submitted:\_\_\_\_\_

TxCDBG Contract No.:\_\_\_\_\_ Reporting Period:\_\_\_\_\_

Project Status:

---

---

Date of Last Inspection:\_\_\_\_\_

Name of Inspector:\_\_\_\_\_

Inspection Description:

---

---

Projected Date of Construction Completion:\_\_\_\_\_

Amount of Last Pay Request:\_\_\_\_\_

Date of Last Pay Request:\_\_\_\_\_

Status of Last Pay Request:\_\_\_\_\_

List of Subcontractors Onsite:

| Name | Date Cleared by Grant Administrator |
|------|-------------------------------------|
|      |                                     |
|      |                                     |
|      |                                     |

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

## **Appendix "A"**

### **TRC ENGINEERS, INC.**

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

**A. RECORDS**

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

**B. WAGE RATES**

3.24 times salary cost

**C. REIMBURSABLE EXPENSES**

- **Project Expenses** – will be invoiced at a 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses and field expendables).
- **Customer Requested Expenses** - outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at **cost plus 10%**.
- **Mileage** - Travel from portal to portal or between locations will be charged at 57.5 cents per mile.
- **Per Diem Expenses** - Hotels and Meals will be charged per US government specification see [www.perdiemrates.html](http://www.perdiemrates.html) .
- **Travel Expense** - Airfare, car rental, taxi, parking and tolls will be invoiced at **Cost +10%**.

**D. SUBCONTRACTS**

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

**E. TERMS**

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

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

STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF VAL VERDE       §

**AMENDMENT AND EXTENSION OF LEASE AGREEMENT**

This is an Amendment and Extension ("Amendment and Extension") of that certain Lease Agreement dated June 8, 1992 ("Lease"), executed by and between Val Verde County ("Lessor") and the Texas Department of Agriculture ("Lessee").

Section 1.     On February 25, 1992, the Commissioners Court of Val Verde County, Texas met in special session, and, among other things, authorized the County Judge of Val Verde County, Texas, to sign an amended Lease Agreement on behalf of the County of Val Verde, Texas, as Lessor, with Rick Perry, Commissioner of Agriculture of the Texas Department of Agriculture, as Lessee. In addition to the Lease, the parties executed an Addendum to Lease Agreement dated May 27, 1993. On October 14, 1993, the parties executed a Second Addendum to Lease Agreement which modified the Lease terms pertaining to annual rental. By a document titled "Extension of Lease Agreement", the parties extended the term of the Lease through June 8, 2012. The parties entered into an "Amendment to Lease Agreement", effective September 1, 2003 through August 31, 2005, which capped potential fee income to Lessor at \$60,272.26 per year. On August 24, 2005, the parties entered into an "Amendment to Lease Agreement", effective September 1, 2005 through August 31, 2007, which capped potential fee income to Lessor at \$60,272.26 per year. On August 27, 2007, the parties entered into an "Amendment to Lease Agreement", effective September 1, 2007 through September 1, 2009, which capped potential fee income to Lessor at \$40,000.00 per year. On September 16, 2010, the parties entered into an "Amendment to Lease Agreement", effective September 1, 2010 through September 1, 2011, which capped potential fee income to Lessor at \$40,000.00 per year. On August 4, 2011, Lessee gave its Notice of Lease Termination, because Lessee was no longer

going to use the leased premises for the purposes of operating animal or livestock quarantine pens or facilities. On September 15, 2011, Lessor gave its Notice of Exercise of Right of First Refusal to Lessee for purchase of any structures, buildings or facilities erected by Lessee on the premises.

On April 3, 2012, the parties executed an Amendment and Extension of the Lease Agreement, and, notwithstanding any provision of the Lease, addenda, amendments or notice letters referred to above, agreed to extend and renew the Lease through March 31, 2014.

Collectively, the documents described in this Section 1 shall be referred to herein as the "Lease Documents."

Section 2. Notwithstanding any provision of the Lease or Lease Documents, or any amendment or letter relating thereto not specifically referenced herein, the Lease is hereby extended and renewed for a term effective April 1, 2014 through January 31, 2016.

Section 3. Lessee shall pay total rent of \$17,500 for Lease term specified in Section 2 of this Amendment and Extension, in two equal installments, as follows: (1) one payment of \$8,750.00 following signature of this Lease by both parties, and (2) one payment of \$8,750.00 on January 31, 2016. All payments shall be made in accordance with Chapter 2251 of the Texas Government Code.

The rental provided in this Section 3 of this Amendment and Extension is in lieu and in full satisfaction of any other rental, fee income, charges, or costs that would otherwise be payable by Lessee under the Lease or Lease documents.

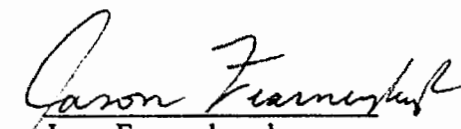
Section 4. The parties acknowledge that Lessee is entering into a cooperative agreement with USDA for operation of Lessee's livestock pens and facility, located on the leased premises, as a facility for use in exporting and importing exporting livestock to and from Mexico.

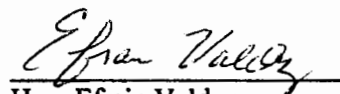
Section 5. Nothing in this Amendment and Extension shall be construed as a waiver, relinquishment, or legal or equitable bar to the exercise of Lessor's first right of refusal under the Lease. Upon expiration or early termination of this Amendment and Extension, in consideration of the mutual promises and covenants made herein, Lessor retains its right of first refusal to purchase Lessee's livestock export facility and pens, including all related structures, buildings or facilities located on the leased premises, at fair market value, as said right of first refusal was originally set forth and described in the Lease.

Section 6. Save and except as amended hereby, all of the terms and conditions of the Lease shall remain in full force and effect.

Lessee:

Lessor:

  
Jason Fearneyhough  
Deputy Commissioner  
Texas Department of Agriculture

  
Hon. Efrain Valdez  
County Judge  
Val Verde County, Texas

Date: 11/5/15

Date: 11/4/15



**INTERLOCAL COOPERATION AGREEMENT**

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Zavala County, Texas (hereinafter "County" ) effective October 13, 2015.

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

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

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

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

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

**ARTICLE 1**

**DETENTION SERVICES**

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

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

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

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

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .575 per mile.

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

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of \$18.75 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

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

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

## ARTICLE II

### FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Fifty-six dollars (\$56.00) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:  
The GEO Group, Inc.  
C/O Bank of America  
ABA Routing #0260-0959-3  
Account #3751223010

OR make check payable to:  
The GEO Group, Inc.  
P.O. Box 281560  
Atlanta, GA 30384-1560

Or make remittance by ACH to:  
The GEO Group, Inc  
C/O Bank of America  
ABA #111-000-012  
Account #3751223010

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

## ARTICLE III

### TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of six (6) months from the effective date of this agreement by both parties.
- 3.02 **RENEWALS:** This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

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

**ARTICLE IV**  
**ACCEPTANCE OF INMATES**

- 4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.
- 4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.
- 4.04 **INMATE SENTENCE:** Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

**ARTICLE V**  
**MISCELLANEOUS**

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

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

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

To County:                **County NAME and ADDRESS**

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

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

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

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

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

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

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

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

\_\_\_\_\_ COUNTY, TEXAS

By: \_\_\_\_\_  
(As Authorized and approved by  
\_\_\_\_\_ County Commissioners Court  
Dated: \_\_\_\_\_)

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

\_\_\_\_\_, County Treasure

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

\_\_\_\_\_, County Sheriff

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

ATTEST:  
This \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_, County Clerk

VAL VERDE COUNTY, TEXAS

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

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

\_\_\_\_\_, Val Verde County Auditor

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

\_\_\_\_\_, Val Verde County Sheriff

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

ATTEST:  
This \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_, Val Verde County Clerk

**INTERLOCAL COOPERATION AGREEMENT**

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Terrell County, Texas (hereinafter "County") effective November 9, 2015.

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

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

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

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

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

**ARTICLE 1**

**DETENTION SERVICES**

- 1.01 **HOUSING AND CARE OF INMATES:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.
- 1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

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

- 1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.
- 1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .575 per mile.

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

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of \$18.75 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

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

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

## ARTICLE II

### FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Fifty-six dollars (\$56.00) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:  
The GEO Group, Inc.  
C/O Bank of America  
ABA Routing #0260-0959-3  
Account #3751223010

OR make check payable to:  
The GEO Group, Inc.  
P.O. Box 281560  
Atlanta, GA 30384-1560

Or make remittance by ACH to:  
The GEO Group, Inc.  
C/O Bank of America  
ABA #111-000-012  
Account #3751223010

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

## ARTICLE III

### TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of six (6) months from the effective date of this agreement by both parties.
- 3.02 **RENEWALS:** This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

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

**ARTICLE IV**  
**ACCEPTANCE OF INMATES**

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

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

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

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



**ARTICLE V**  
**MISCELLANEOUS**

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

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

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

To County:                County NAME and ADDRESS

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

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

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

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

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

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

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

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

\_\_\_\_\_ COUNTY, TEXAS

VAL VERDE COUNTY, TEXAS

By: \_\_\_\_\_  
(As Authorized and approved by  
\_\_\_\_\_ County Commissioners Court  
Dated: \_\_\_\_\_)

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

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

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

\_\_\_\_\_, County Treasure

\_\_\_\_\_  
Frank Lowe, Val Verde County Auditor

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

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

\_\_\_\_\_, County Sheriff

\_\_\_\_\_  
Joe Frank Martinez, Val Verde County Sheriff

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

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

ATTEST:  
This \_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:  
This \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_, County Clerk

\_\_\_\_\_  
Generosa Gracia-Ramon, Val Verde County Clerk

**NON TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT**

This document constitutes an agreement between Val Verde County Sheriff's Office hereinafter called the Twenty-Four Hour Terminal Agency and Del Rio ISD PD hereinafter called the Non Twenty-Four Hour Terminal Agency.

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Terminal Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Terminal Agency for hit confirmation purposes.

The Non Twenty-Four Hour Terminal Agency agrees to abide by all laws of the United States and the State of Texas, and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Terminal Agency reserves the right to suspend service to the Non Twenty-Four Hour Terminal Agency, which may include canceling of records entered for the Non Twenty-Four Hour Terminal Agency when applicable policies are violated. The Twenty-Four Hour Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Terminal Agency and to immediately notify the Twenty-Four Hour Terminal Agency of any changes in the status of those reports, to include the need for cancellation, additions, deletion or modification of information. The Twenty-Four Hour Terminal Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Terminal Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Terminal Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Terminal Agency.

Either the Twenty-Four Hour Terminal Agency or the Non Twenty-Four Hour Terminal Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, The Non Twenty-Four Hour Terminal Agency agrees to indemnify and save harmless the Twenty-Four Hour Terminal Agency as well as the DPS, its director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

This agreement becomes effective on the \_\_\_\_ day of \_\_\_\_\_, 2015.

In witness whereof, the parties hereto cause this agreement to be executed by the proper officers and officials.

Twenty-Four Hour Terminal Agency

Non Twenty-Four Hour Terminal Agency

\_\_\_\_\_

\_\_\_\_\_

By: Joe Frank Martinez

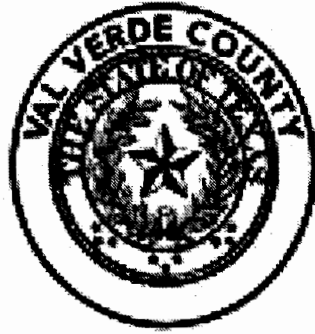
By: Duane Maldonado

Title: Sheriff

Title: Chief /SFDR-CISD PD

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

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



# TREASURER'S REPORT

JULY 1<sup>ST</sup> – JULY 31<sup>ST</sup> 2015

VOL. 45 PAGE 475

**VAL VERDE COUNTY FINANCES**  
**TREASURERS REPORT**  
**COMMISSIONERS COURT**  
**REGULAR SESSION**

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on November 9<sup>th</sup>, 2015 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for July 2015, and finding the same correct, entered in the minutes approving said report stating total cash on hand along with securities as \$17,997,799.53. Said report filed for record on this 9th of November 2015.

**HONORABLE EFRAIN VALDEZ**  
COUNTY JUDGE

**HONORABLE RAMIRO V. RAMON**  
COUNTY COMMISSIONER, PCT. 1

**HONORABLE LEWIS OWENS**  
COUNTY COMMISSIONER, PCT. 2

**HONORABLE ROBERT NETTLETON**  
COUNTY COMMISSIONER, PCT. 3

**HONORABLE GUSTAVO FLORES**  
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 9<sup>th</sup> day of November 2015

**HONORABLE GENEROSA GRACIA-RAMON**  
COUNTY CLERK

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

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of July 2015.

**Aaron D. Rodriguez**

**Efrain Valdez, County Judge**

# VAL VERDE COUNTY TREASURER'S REPORT

07/01/2015-07/31/2015

| FUND                            | BEGINNING BALANCE | REVENUES     | TRANSFERS IN | EXPENSE      | TRANSFER OUT | ENDING BALANCE         |
|---------------------------------|-------------------|--------------|--------------|--------------|--------------|------------------------|
| GENERAL ACCOUNT (B&T)           | 3,192,099.07      | 2,968,083.20 | 0            | 2,639,288.71 | 800,000.00   | \$2,720,893.56         |
| SL 79                           | 250,871.23        | 0            | 0            | 9,798.17     | 0            | \$241,073.06           |
| LAW LIBRARY CONSTRUCTION        | 4,973,069.89      | 0            | 0            | 17,158.34    | 0            | \$4,955,911.55         |
| SF PASTURES                     | 42,653.80         | 1.93         | 0            | 0            | 0            | \$42,655.73            |
| TAX NOTE 2013                   | 279,849.39        | 0            | 0            | 11,925       | 0            | \$267,924.39           |
| ROAD AND BRIDGE                 | 946,813.00        | 59,874.21    | 0            | 102,815.77   | 0            | \$903,871.44           |
| INTEREST & SINKING (TCB & BT)   | 7,207,514.69      | 41,713.38    | 0            | 6,973.55     | 0            | \$7,242,254.52         |
| PAYROLL CLEARING CTY            | 130,903.99        | 56,591.95    | 800,000.00   | 613,571.33   | 0            | \$373,924.61           |
| LAW LIBRARY                     | 73,882.30         | 1,865.49     | 0            | 4,273.22     | 0            | \$71,474.57            |
| GRANTS                          | 113,052.87        | 310,424.73   | 0            | 211,871.58   | 0            | \$211,606.02           |
| VV CTY AUDITORS SPECIAL ACCOUNT | 7,195.66          | 59,335.00    | 0            | 59,335.00    | 0            | \$7,195.66             |
| SECURITY FEES                   | 110,025.98        | 1,718.04     | 0            | 60           | 0            | \$111,684.02           |
| <b>TOTAL</b>                    |                   |              |              |              |              | <b>\$17,150,469.13</b> |

**CASH AND SECURITIES****07/01/2015-07/31/2015**

|  |                                   |                        |
|--|-----------------------------------|------------------------|
| 1111-GENERAL FUND                          | DEL RIO BANK & TRUST WESTEXAN     | 2,720,893.56           |
|  | TEXPOOL-GENERAL FUND              | 1,112.86               |
|  | TEXPOOL 2-GENERAL FUND            | 1,246.76               |
|  | HOT TAX CASH                      | 11,403.69              |
|  | <b>TOTAL</b>                      | <b>2,734,656.87</b>    |
| 1133-SL 79                                 | SL 79 ACCOUNT                     | 241,073.06             |
|  | <b>TOTAL</b>                      | <b>241,073.06</b>      |
| 1134-LAW LIBRARY CONST.                    | LAW LIBRARY CONSTR ACCOUNT        | 4,955,911.55           |
|  | <b>TOTAL</b>                      | <b>4,955,911.55</b>    |
| 1166-SF PASTURES                           | SF PASTURES ACCOUNT               | 42,655.73              |
|  | <b>TOTAL</b>                      | <b>42,655.73</b>       |
| 1177-TAX NOTE 2013                         | TAX NOTE 2013 ACCOUNT             | 267,924.39             |
|  | <b>TOTAL</b>                      | <b>267,924.39</b>      |
| 1222-ROAD & BRIDGE                         | TEXPOOL- ROAD & BRIDGE FUND       | 801.97                 |
|  | TEXAS COMMUNITY BANK R&B FUND     | 903,871.44             |
|  | <b>TOTAL</b>                      | <b>904,673.41</b>      |
| 1333-INTEREST & SINKING                    | BANK & TRUST I/S FUND             | 15,609.23              |
|  | BANK & TRUST I/S FUND CD          | 822,631.49             |
|  | TEXPOOL-I/S FUND                  | 4,135.69               |
|  | TEXAS COMMUNITY BANK I/S FUND     | 7,232,643.23           |
|  | <b>TOTAL</b>                      | <b>8,075,019.64</b>    |
| 1444-PAYROLL CLEARING CTY                  | BANK & TRUST PAYROLL CLEARING     | 373,924.61             |
|  | <b>TOTAL</b>                      | <b>373,924.61</b>      |
| 1555-LAW LIBRARY FUND                      | CASH-LAW LIBRARY                  | 41,738.01              |
|  | CASH-TEXAS COMMUNITY BANK LAW LIB | 29,736.56              |
|  | <b>TOTAL</b>                      | <b>71,474.57</b>       |
| 2666-GRANTS                                | GRANTS ACCOUNT                    | 211,606.02             |
|  | <b>TOTAL</b>                      | <b>211,606.02</b>      |
| 4121-VV COUNTY AUDITORS<br>SPECIAL ACCOUNT | VV CTY AUDITOR SPECIAL ACCOUNT    | 7,195.66               |
|  | <b>TOTAL</b>                      | <b>7,195.66</b>        |
| 4145-SECURITY FEES                         | SECURITY FEES ACCOUNT             | 111,684.02             |
|  | <b>TOTAL</b>                      | <b>111,684.02</b>      |
| <b>GRAND TOTAL</b>                         |                                   | <b>\$17,997,799.53</b> |





# TREASURER'S REPORT

AUGUST 1<sup>ST</sup>, 2015-AUGUST 31<sup>ST</sup>, 2015

**VAL VERDE COUNTY FINANCES**  
**TREASURERS REPORT**  
**COMMISSIONERS COURT**  
**REGULAR SESSION**

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on November 9<sup>th</sup>, 2015 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for AUGUST 2015, and finding the same correct, entered in the minutes approving said report stating total cash on hand as \$15,758,520.07. Said report filed for record on this 9<sup>th</sup> of November 2015.

**HONORABLE EFRAIN VALDEZ**  
COUNTY JUDGE

**HONORABLE RAMIRO V. RAMON**  
COUNTY COMMISSIONER, PCT. 1

**HONORABLE LEWIS OWENS**  
COUNTY COMMISSIONER, PCT. 2

**HONORABLE ROBERT NETTLETON**  
COUNTY COMMISSIONER, PCT. 3

**HONORABLE GUSTAVO FLORES**  
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 9<sup>th</sup> day of November 2015

**HONORABLE GENEROSA GRACIA-RAMON**  
COUNTY CLERK

**AARON D. RODRIGUEZ**

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

**ORDER APPROVING TREASURER'S MONTHLY REPORT**

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of AUGUST 2015

BALANCE AUGUST 2015:



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

Approved: Examined and approved in open Commissioners Court, this \_\_\_\_ day of \_\_\_\_\_, 2015

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

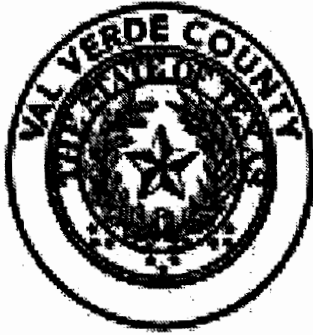
**VAL VERDE COUNTY TREASURER'S REPORT**

**08/01/2015-08/31/2015**

| FUND                            | BEGINNING BALANCE | REVENUES     | TRANSFERS IN | EXPENSE      | TRANSFER OUT | ENDING BALANCE  |
|---------------------------------|-------------------|--------------|--------------|--------------|--------------|-----------------|
| GENERAL ACCOUNT (B&T)           | 2,720,893.56      | 3,413,809.54 | 0.00         | 1,170,146.67 | 425,000.00   | \$4,539,556.43  |
| SL 79                           | 241,073.06        | 9.58         | 0.00         | 0.00         | 0.00         | \$241,082.64    |
| LAW LIBRARY CONSTRUCTION        | 4,955,911.55      | 0.00         | 0.00         | 40,050.00    | 0.00         | \$4,915,861.55  |
| SF PASTURES                     | 42,655.73         | 1.69         | 0.00         | 0.00         | 0.00         | \$42,657.42     |
| TAX NOTE 2013                   | 267,924.39        | 10.48        | 0.00         | 8,680.00     | 0.00         | \$259,254.87    |
| ROAD AND BRIDGE                 | 903,871.44        | 58,185.55    | 0.00         | 62,126.49    | 77,200.00    | \$822,730.50    |
| INTEREST & SINKING (TCB & BT)   | 7,248,254.52      | 16,637.10    | 0.00         | 4,069,059.27 | 0.00         | \$3,195,832.35  |
| PAYROLL CLEARING CTY            | 373,924.61        | 36,300.87    | 862,700.00   | 1,066,735.86 | 0.00         | \$206,189.62    |
| LAW LIBRARY (TCB & BT)          | 71,474.57         | 1,910.82     | 0.00         | 6,838.89     | 0.00         | \$66,546.50     |
| GRANTS                          | 211,606.02        | 414,818.81   | 0.00         | 157,916.67   | 0.00         | \$468,508.16    |
| VV CTY AUDITORS SPECIAL ACCOUNT | 7,195.66          | 33,334.48    | 0.00         | 0.00         | 0.00         | \$40,530.14     |
| SECURITY FEES                   | 111,684.02        | 1,673.65     | 0.00         | 60.00        | 0.00         | \$113,297.67    |
| TOTAL                           |                   |              |              |              |              | \$14,912,047.85 |

**CASH AND SECURITIES****08/01/15-08/31/15**

|  |                                   |                        |
|--|-----------------------------------|------------------------|
| 1111-GENERAL FUND                          | DEL RIO BANK & TRUST WESTEXAN     | 4,539,556.43           |
|  | TEXPOOL-GENERAL FUND              | 1,112.86               |
|  | TEXPOOL 2-GENERAL FUND            | 1,246.76               |
|  | HOT TAX CASH                      | 15,615.85              |
|  | <b>TOTAL</b>                      | <b>\$4,557,531.90</b>  |
| 1133-SL 79                                 | SL 79 ACCOUNT                     | 241,082.64             |
|  | <b>TOTAL</b>                      | <b>\$241,082.64</b>    |
| 1134-LAW LIBRARY CONST.                    | LAW LIBRARY CONSTR ACCOUNT        | 4,915,861.55           |
|  | <b>TOTAL</b>                      | <b>\$4,915,861.55</b>  |
| 1166-SF PASTURES                           | SF PASTURES ACCOUNT               | 42,657.42              |
|  | <b>TOTAL</b>                      | <b>\$42,657.42</b>     |
| 1177-TAX NOTE 2013                         | TAX NOTE 2013 ACCOUNT             | 259,254.87             |
|  | <b>TOTAL</b>                      | <b>\$259,254.87</b>    |
| 1222-ROAD & BRIDGE                         | TEXPOOL- ROAD & BRIDGE FUND       | 801.97                 |
|  | TEXAS COMMUNITY BANK R&B FUND     | 822,730.50             |
|  | <b>TOTAL</b>                      | <b>\$823,532.47</b>    |
| 1333-INTEREST & SINKING                    | BANK & TRUST I/S FUND             | 15,613.28              |
|  | BANK & TRUST I/S FUND CD          | 823,558.78             |
|  | TEXPOOL-I/S FUND                  | 4,136.00               |
|  | TEXAS COMMUNITY BANK I/S FUND     | 3,180,219.07           |
|  | <b>TOTAL</b>                      | <b>\$4,023,527.13</b>  |
| 1444-PAYROLL CLEARING CTY                  | BANK & TRUST PAYROLL CLEARING     | 206,189.62             |
|  | <b>TOTAL</b>                      | <b>\$206,189.62</b>    |
| 1555-LAW LIBRARY FUND                      | CASH-LAW LIBRARY                  | 43,647.78              |
|  | CASH-TEXAS COMMUNITY BANK LAW LIB | 22,898.72              |
|  | <b>TOTAL</b>                      | <b>\$66,546.50</b>     |
| 2666-GRANTS                                | GRANTS ACCOUNT                    | 468,508.16             |
|  | <b>TOTAL</b>                      | <b>\$468,508.16</b>    |
| 4121-VV COUNTY AUDITORS<br>SPECIAL ACCOUNT | VV CTY AUDITOR SPECIAL ACCOUNT    | 40,530.14              |
|  | <b>TOTAL</b>                      | <b>\$40,530.14</b>     |
| 4145-SECURITY FEES                         | SECURITY FEES ACCOUNT             | 113,297.67             |
|  | <b>TOTAL</b>                      | <b>\$113,297.67</b>    |
| <b>GRAND TOTAL</b>                         |                                   | <b>\$15,758,520.07</b> |



# TREASURER'S REPORT

SEPTEMBER 1<sup>ST</sup>, 2015-SEPTEMBER 30<sup>TH</sup>, 2015

**VAL VERDE COUNTY FINANCES**  
**TREASURERS REPORT**  
**COMMISSIONERS COURT**  
**REGULAR SESSION**

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on November 9<sup>th</sup>, 2015 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for SEPTEMBER 2015, and finding the same correct, entered in the minutes approving said report stating total cash on hand as \$11,366,370.8208. Said report filed for record on this 9<sup>th</sup> of November 2015.

**HONORABLE EFRAIN VALDEZ**  
COUNTY JUDGE

**HONORABLE RAMIRO V. RAMON**  
COUNTY COMMISSIONER, PCT. 1

**HONORABLE LEWIS OWENS**  
COUNTY COMMISSIONER, PCT. 2

**HONORABLE ROBERT NETTLETON**  
COUNTY COMMISSIONER, PCT. 3

**HONORABLE GUSTAVO FLORES**  
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 9<sup>th</sup> day of November 2015

**HONORABLE GENEROSA GRACIA-RAMON**  
COUNTY CLERK

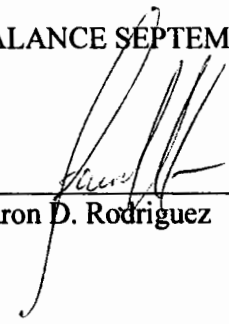
**AARON D. RODRIGUEZ**

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

**ORDER APPROVING TREASURER'S MONTHLY REPORT**

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of SEPTEMBER 2015

BALANCE SEPTEMBER 2015:

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

Approved: Examined and approved in open Commissioners Court, this \_\_\_\_ day of \_\_\_\_\_, 2015

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

---



VAL VERDE COUNTY TREASURER'S REPORT

09/01/15-09/30/15

| FUND                            | BEGINNING BALANCE | REVENUES     | TRANSFERS IN | EXPENSE      | TRANSFER OUT | ENDING BALANCE  |
|---------------------------------|-------------------|--------------|--------------|--------------|--------------|-----------------|
| GENERAL ACCOUNT (B&T)           | 4,539,556.43      | 4,558,383.12 | 0.00         | 6,914,711.29 | 695,000.00   | \$1,488,228.26  |
| SL 79                           | 241,082.64        | 9.90         | 0.00         | 0.00         | 0.00         | \$241,092.54    |
| LAW LIBRARY CONSTRUCTION        | 4,915,861.55      | 0.00         | 0.00         | 2,751.44     | 0.00         | \$4,913,110.11  |
| SF PASTURES                     | 42,657.42         | 1.76         | 0.00         | 0.00         | 0.00         | \$42,659.18     |
| TAX NOTE 2013                   | 259,254.87        | 10.64        | 0.00         | 1,200.00     | 0.00         | \$258,065.51    |
| ROAD AND BRIDGE                 | 822,730.50        | 41,911.89    | 0.00         | 76,013.84    | 72,000.00    | \$716,628.55    |
| INTEREST & SINKING (TCB & BT)   | 3,195,832.35      | 10,479.83    | 0.00         | 921,149.25   | 0.00         | \$2,285,162.93  |
| PAYROLL CLEARING ACCT           | 206,189.62        | 37,565.84    | 767,000.00   | 736,224.64   | 0.00         | \$274,530.82    |
| LAW LIBRARY (TCB & BT)          | 66,546.50         | 1,732.15     | 0.00         | 4,561.14     | 0.00         | \$63,717.51     |
| GRANTS                          | 468,508.16        | 68,136.84    | 0.00         | 428,486.52   | 0.00         | \$108,158.48    |
| VV CTY AUDITORS SPECIAL ACCOUNT | 40,530.14         | 63,597.96    | 0.00         | 95,053.97    | 0.00         | \$9,074.13      |
| SECURITY FEES                   | 113,297.67        | 1,437.29     | 0.00         | 0.00         | 0.00         | \$114,734.96    |
| TOTAL                           |                   |              |              |              |              | \$10,515,162.98 |

**CASH AND SECURITIES****09/01/15-09/30/15**

|  |                                   |                        |
|--|-----------------------------------|------------------------|
| 1111-GENERAL FUND                          | DEL RIO BANK & TRUST WESTEXAN     | 1,488,228.26           |
|  | TEXPOOL-GENERAL FUND              | 1,112.86               |
|  | TEXPOOL 2-GENERAL FUND            | 1,246.76               |
|  | HOT TAX CASH                      | 20,351.17              |
|  | <b>TOTAL</b>                      | <b>\$1,510,939.05</b>  |
| 1133-SL 79                                 | SL 79 ACCOUNT                     | 241,092.54             |
|  | <b>TOTAL</b>                      | <b>\$241,092.54</b>    |
| 1134-LAW LIBRARY CONST.                    | LAW LIBRARY CONSTR ACCOUNT        | 4,913,110.11           |
|  | <b>TOTAL</b>                      | <b>\$4,913,110.11</b>  |
| 1166-SF PASTURES                           | SF PASTURES ACCOUNT               | 42,659.18              |
|  | <b>TOTAL</b>                      | <b>\$42,659.18</b>     |
| 1177-TAX NOTE 2013                         | TAX NOTE 2013 ACCOUNT             | 258,065.51             |
|  | <b>TOTAL</b>                      | <b>\$258,065.51</b>    |
| 1222-ROAD & BRIDGE                         | TEXPOOL- ROAD & BRIDGE FUND       | 801.97                 |
|  | TEXAS COMMUNITY BANK R&B FUND     | 716,628.55             |
|  | <b>TOTAL</b>                      | <b>\$717,430.52</b>    |
| 1333-INTEREST & SINKING                    | BANK & TRUST I/S FUND             | 15,615.33              |
|  | BANK & TRUST I/S FUND CD          | 823,558.78             |
|  | TEXPOOL-I/S FUND                  | 4,136.30               |
|  | TEXAS COMMUNITY BANK I/S FUND     | 2,269,547.60           |
|  | <b>TOTAL</b>                      | <b>\$3,112,858.01</b>  |
| 1444-PAYROLL CLEARING CTY                  | BANK & TRUST PAYROLL CLEARING     | 274,530.82             |
|  | <b>TOTAL</b>                      | <b>\$274,530.82</b>    |
| 1555-LAW LIBRARY FUND                      | CASH-LAW LIBRARY                  | 45,379.05              |
|  | CASH-TEXAS COMMUNITY BANK LAW LIB | 18,338.46              |
|  | <b>TOTAL</b>                      | <b>\$63,717.51</b>     |
| 2666-GRANTS                                | GRANTS ACCOUNT                    | 108,158.48             |
|  | <b>TOTAL</b>                      | <b>\$108,158.48</b>    |
| 4121-VV COUNTY AUDITORS<br>SPECIAL ACCOUNT | VV CTY AUDITOR SPECIAL ACCOUNT    | 9,074.13               |
|  | <b>TOTAL</b>                      | <b>\$9,074.13</b>      |
| 4145-SECURITY FEES                         | SECURITY FEES ACCOUNT             | 114,734.96             |
|  | <b>TOTAL</b>                      | <b>\$114,734.96</b>    |
| <b>GRAND TOTAL</b>                         |                                   | <b>\$11,366,370.82</b> |

# Welcome to TexConnect

|         |                  |               |                   |                |                 |
|---------|------------------|---------------|-------------------|----------------|-----------------|
| Deposit | Withdrawal       | Transfer      | Multi Transaction | Vendor Payment | Maintenance     |
| Reports | Report Scheduler | Report Access | Statements        | Inquiry        | Change Location |
|         |                  |               | Help / Contact Us | Update Profile | Logout          |

## Pool Information

Location: 78328  
Val Verde County

### TexPool

|   |                     |
|---|---------------------|
| Average Monthly rate for September            | 0.0850%             |
| Average Monthly Dividend Factor for September | 0.000002329         |
| Information as of                             | October 8, 2015     |
| Daily Net Yield                               | 0.0941%             |
| Dividend Factor                               | 0.000002579         |
| 7 Day Net Yield                               | 0.09%               |
| Daily Assets                                  | \$11,815,073,824.74 |
| Weighted Average Maturity                     | 43 days             |
| Weighted Average Life                         | 81 days             |
| NAV   | 1.00007             |

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

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

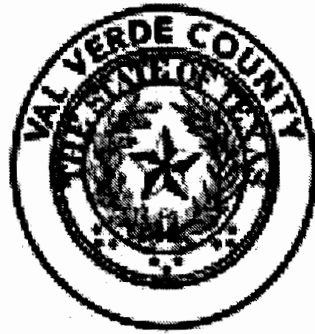
An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security.

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

| ACCOUNT HISTORY REPORT     |             |                  |        |          |        |            |
|----------------------------|-------------|------------------|--------|----------|--------|------------|
| Location: 78328            |             |                  |        |          |        |            |
| Acct Nbr: 2331000001       |             |                  |        |          |        |            |
| Acct Name: GENERAL FUND #1 |             |                  |        |          |        |            |
| Name: VAL VERDE COUNTY     |             |                  |        |          |        |            |
| Pool Name: TEXPOOL         |             |                  |        |          |        |            |
| Pool Nbr: 449              |             |                  |        |          |        |            |
| Transaction Description    | Settle Date | Transaction Date | Price  | Deposits | Checks | Balance    |
| BEGINNING BALANCE          | 09/30/14    |                  |        |          |        | \$1,112.86 |
| MONTHLY INTEREST           | 10/30/14    | 10/30/14         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 11/30/14    | 11/30/14         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 12/31/14    | 12/31/14         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 01/31/15    | 01/31/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 02/28/15    | 02/28/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 03/31/15    | 03/31/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 04/30/15    | 04/30/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 05/31/15    | 05/31/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 06/30/15    | 06/30/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 07/31/15    | 07/31/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 08/31/15    | 08/31/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           | 09/30/15    | 09/30/15         | \$1.00 | \$0.00   |        | \$1,112.86 |
| MONTHLY INTEREST           |             |                  |        |          |        |            |
| ACCOUNT HISTORY REPORT     |             |                  |        |          |        |            |
| Location: 78328            |             |                  |        |          |        |            |
| Acct Nbr: 2331000002       |             |                  |        |          |        |            |
| Acct Name: GENERAL FUND #2 |             |                  |        |          |        |            |
| Name: VAL VERDE COUNTY     |             |                  |        |          |        |            |
| Pool Name: TEXPOOL         |             |                  |        |          |        |            |
| Pool Nbr: 449              |             |                  |        |          |        |            |
| Transaction Description    | Settle Date | Transaction Date | Price  | Deposits | Checks | Balance    |
| BEGINNING BALANCE          | 09/30/14    |                  |        |          |        | \$1,246.76 |
| MONTHLY INTEREST           | 10/31/14    | 10/31/14         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 11/30/14    | 11/30/14         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 12/31/14    | 12/31/14         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 01/31/15    | 01/31/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 02/28/15    | 02/28/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 03/31/15    | 03/31/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 04/30/15    | 04/30/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 05/31/15    | 05/31/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 06/30/15    | 06/30/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 07/31/15    | 07/31/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 08/31/15    | 08/31/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           | 09/30/15    | 09/30/15         | \$1.00 | \$0.00   |        | \$1,246.76 |
| MONTHLY INTEREST           |             |                  |        |          |        |            |

| ACCOUNT HISTORY REPORT  |             |                                      |        |          |        |          |
|-------------------------|-------------|--------------------------------------|--------|----------|--------|----------|
|                         |             | <b>Location:</b> 78328               |        |          |        |          |
|                         |             | <b>Acct Nbr:</b> 2331000003          |        |          |        |          |
|                         |             | <b>Acct Name:</b> ROAD & BRIDGE FUND |        |          |        |          |
|                         |             | <b>Name:</b> VAL VERDE COUNTY        |        |          |        |          |
|                         |             | <b>Pool Name:</b> TEXPOOL            |        |          |        |          |
|                         |             | <b>Pool Nbr:</b> 449                 |        |          |        |          |
| Transaction Description | Settle Date | Transaction Date                     | Price  | Deposits | Checks | Balance  |
| BEGINNING BALANCE       | 09/30/14    |                                      |        |          |        | \$801.97 |
| MONTHLY INTEREST        | 10/31/14    | 10/31/14                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 11/30/14    | 11/30/14                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 12/31/14    | 12/31/14                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 01/31/15    | 01/31/15                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 02/28/15    | 02/28/15                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 03/31/15    | 03/31/15                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 04/30/15    | 04/30/15                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 05/31/15    | 05/31/15                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 06/30/15    | 06/30/15                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 07/31/15    | 07/31/15                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 08/31/15    | 08/31/15                             | \$1.00 | \$0.00   |        | \$801.97 |
| MONTHLY INTEREST        | 09/30/15    | 09/30/15                             | \$1.00 | \$0.00   |        | \$801.97 |

| ACCOUNT HISTORY REPORT  |             |  |        |          |        |            |
|-------------------------|-------------|--|--------|----------|--------|------------|
|                         |             | <b>Location:</b> 78328                                     |        |          |        |            |
|                         |             | <b>Acct Nbr:</b> 2331000004                                |        |          |        |            |
|                         |             | <b>Acct Name:</b> VAL VERDE COUNTY INTEREST & SINKING FUND |        |          |        |            |
|                         |             | <b>Name:</b> VAL VERDE COUNTY                              |        |          |        |            |
|                         |             | <b>Pool Name:</b> TEXPOOL                                  |        |          |        |            |
|                         |             | <b>Pool Nbr:</b> 449                                       |        |          |        |            |
| Transaction Description | Settle Date | Transaction Date   | Price  | Deposits | Checks | Balance    |
| BEGINNING BALANCE       | 09/30/14    |  |        |          |        | \$4,133.78 |
| MONTHLY INTEREST        | 10/31/14    | 10/31/14   | \$1.00 | \$0.00   |        | \$4,133.78 |
| MONTHLY INTEREST        | 11/30/14    | 11/30/14   | \$1.00 | \$0.00   |        | \$4,133.78 |
| MONTHLY INTEREST        | 12/31/14    | 12/31/14   | \$1.00 | \$0.07   |        | \$4,133.85 |
| MONTHLY INTEREST        | 01/31/15    | 01/31/15   | \$1.00 | \$0.21   |        | \$4,134.06 |
| MONTHLY INTEREST        | 02/28/15    | 02/28/15   | \$1.00 | \$0.12   |        | \$4,134.18 |
| MONTHLY INTEREST        | 03/31/15    | 03/31/15   | \$1.00 | \$0.29   |        | \$4,134.47 |
| MONTHLY INTEREST        | 04/30/15    | 04/30/15   | \$1.00 | \$0.30   |        | \$4,134.77 |
| MONTHLY INTEREST        | 05/31/15    | 05/31/15   | \$1.00 | \$0.31   |        | \$4,135.08 |
| MONTHLY INTEREST        | 06/30/15    | 06/30/15   | \$1.00 | \$0.30   |        | \$4,135.38 |
| MONTHLY INTEREST        | 07/30/15    | 07/30/15   | \$1.00 | \$0.31   |        | \$4,135.69 |
| MONTHLY INTEREST        | 08/31/15    | 08/31/15   | \$1.00 | \$0.31   |        | \$4,136.00 |
| MONTHLY INTEREST        | 09/30/15    | 09/30/15   | \$1.00 | \$0.30   |        | \$4,136.30 |



# TREASURER'S REPORT

OCTOBER 1<sup>ST</sup>, 2015-OCTOBER 31<sup>ST</sup>, 2015

**VAL VERDE COUNTY FINANCES**  
**TREASURERS REPORT**  
**COMMISSIONERS COURT**  
**REGULAR SESSION**

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on November 9<sup>th</sup>, 2015 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for OCTOBER 2015, and finding the same correct, entered in the minutes approving said report stating total cash on hand as \$10,820,481.08. Said report filed for record on this 9<sup>th</sup> of November 2015.

**HONORABLE EFRAIN VALDEZ**  
COUNTY JUDGE

**HONORABLE RAMIRO V. RAMON**  
COUNTY COMMISSIONER, PCT. 1

**HONORABLE LEWIS OWENS**  
COUNTY COMMISSIONER, PCT. 2

**HONORABLE ROBERT NETTLETON**  
COUNTY COMMISSIONER, PCT. 3

**HONORABLE GUSTAVO FLORES**  
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 9<sup>th</sup> day of November 2015

**HONORABLE GENEROSA GRACIA-RAMON**  
COUNTY CLERK

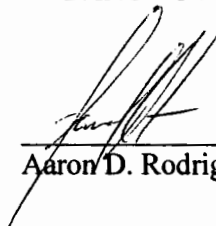
**AARON D. RODRIGUEZ**

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

**ORDER APPROVING TREASURER'S MONTHLY REPORT**

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of OCTOBER 2015

BALANCE OCTOBER 2015:

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

Approved: Examined and approved in open Commissioners Court, this \_\_\_\_ day of \_\_\_\_\_, 2015

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



**VAL VERDE COUNTY TREASURER'S REPORT****10/01/2015-10/31/2015**

| FUND                            | BEGINNING BALANCE | REVENUES   | TRANSFERS IN | EXPENSE    | TRANSFER OUT | ENDING BALANCE        |
|---------------------------------|-------------------|------------|--------------|------------|--------------|-----------------------|
| GENERAL ACCOUNT (B&T)           | 1,488,228.26      | 856,130.60 | 0.00         | 521,968.88 | 508,000.00   | \$1,314,389.98        |
| SL 79                           | 241,092.54        | 10.57      | 0.00         | 0.00       | 0.00         | \$241,103.11          |
| LAW LIBRARY CONSTRUCTION        | 4,913,110.11      | 0.00       | 0.00         | 132,540.30 | 0.00         | \$4,780,569.81        |
| SF PASTURES                     | 42,659.18         | 1.87       | 0.00         | 0.00       | 0.00         | \$42,661.05           |
| TAX NOTE 2013                   | 258,065.51        | 11.29      | 0.00         | 935.34     | 0.00         | \$257,141.46          |
| ROAD AND BRIDGE                 | 716,628.55        | 85,407.62  | 0.00         | 120,244.77 | 75,000.00    | \$606,791.40          |
| INTEREST & SINKING (TCB & BT)   | 2,285,162.93      | 90,575.13  | 0.00         | 6,028.38   | 0.00         | \$2,369,709.68        |
| PAYROLL CLEARING ACCT           | 274,530.82        | 48,698.87  | 583,000.00   | 871,273.98 | 0.00         | \$34,955.71           |
| LAW LIBRARY (TCB & BT)          | 63,717.51         | 1,400.88   | 0.00         | 6,044.71   | 0.00         | \$59,073.68           |
| GRANTS                          | 108,158.48        | 153,198.16 | 0.00         | 123,653.42 | 0.00         | \$137,703.22          |
| VV CTY AUDITORS SPECIAL ACCOUNT | 9,074.13          | 1,150.41   | 0.00         | 1,150.00   | 0.00         | \$9,074.54            |
| SECURITY FEES                   | 114,734.96        | 1,484.33   | 0.00         | 120.00     | 0.00         | \$116,099.29          |
| <b>TOTAL</b>                    |                   |            |              |            |              | <b>\$9,969,272.93</b> |

**CASH AND SECURITIES****10/01/2015-10/31/2015**


|  |                                   |                        |
|--|-----------------------------------|------------------------|
| 1111-GENERAL FUND                          | DEL RIO BANK & TRUST WESTEXAN     | 1,314,389.98           |
|  | TEXPOOL-GENERAL FUND              | 1,112.86               |
|  | TEXPOOL 2-GENERAL FUND            | 1,246.76               |
|  | HOT TAX CASH                      | 20,351.17              |
|  | <b>TOTAL</b>                      | <b>\$1,337,100.77</b>  |
| 1133-SL 79                                 | SL 79 ACCOUNT                     | 241,103.11             |
|  | <b>TOTAL</b>                      | <b>\$241,103.11</b>    |
| 1134-LAW LIBRARY CONST.                    | LAW LIBRARY CONSTR ACCOUNT        | 4,780,569.81           |
|  | <b>TOTAL</b>                      | <b>\$4,780,569.81</b>  |
| 1166-SF PASTURES                           | SF PASTURES ACCOUNT               | 42,661.05              |
|  | <b>TOTAL</b>                      | <b>\$42,661.05</b>     |
| 1177-TAX NOTE 2013                         | TAX NOTE 2013 ACCOUNT             | 257,141.46             |
|  | <b>TOTAL</b>                      | <b>\$257,141.46</b>    |
| 1222-ROAD & BRIDGE                         | TEXPOOL- ROAD & BRIDGE FUND       | 801.97                 |
|  | TEXAS COMMUNITY BANK R&B FUND     | 606,791.40             |
|  | <b>TOTAL</b>                      | <b>\$607,593.37</b>    |
| 1333-INTEREST & SINKING                    | BANK & TRUST I/S FUND             | 15,617.25              |
|  | BANK & TRUST I/S FUND CD          | 823,558.78             |
|  | TEXPOOL-I/S FUND                  | 4,136.61               |
|  | TEXAS COMMUNITY BANK I/S FUND     | 2,354,092.43           |
|  | <b>TOTAL</b>                      | <b>\$3,197,405.07</b>  |
| 1444-PAYROLL CLEARING CTY                  | BANK & TRUST PAYROLL CLEARING     | 34,955.71              |
|  | <b>TOTAL</b>                      | <b>\$34,955.71</b>     |
| 1555-LAW LIBRARY FUND                      | CASH-LAW LIBRARY                  | 46,779.24              |
|  | CASH-TEXAS COMMUNITY BANK LAW LIB | 12,294.44              |
|  | <b>TOTAL</b>                      | <b>\$59,073.68</b>     |
| 2666-GRANTS                                | GRANTS ACCOUNT                    | 137,703.22             |
|  | <b>TOTAL</b>                      | <b>\$137,703.22</b>    |
| 4121-VV COUNTY AUDITORS<br>SPECIAL ACCOUNT | VV CTY AUDITOR SPECIAL ACCOUNT    | 9,074.54               |
|  | <b>TOTAL</b>                      | <b>\$9,074.54</b>      |
| 4145-SECURITY FEES                         | SECURITY FEES ACCOUNT             | 116,099.29             |
|  | <b>TOTAL</b>                      | <b>\$116,099.29</b>    |
| <b>GRAND TOTAL</b>                         |                                   | <b>\$10,820,481.08</b> |

#1112  
49



VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

TO: Efrain Valdez, County Judge  
FROM: Juanita Barrera, HR Director   
REF: **AGENDA ITEMS FOR NOVEMBER 2015**  
DATE: November 3, 2015

Listed below are several personnel matters which need to be part of the upcoming November agenda for HR reporting period from October 15, 2015 through November 4, 2015.

1. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Lourdes Mendez, Deputy Clerk I, with an annual salary of \$19,712.50 effective October 19, 2015. Ms. Mendez is replacing Brenda Hernandez who transferred.
2. Robin Flory, Librarian, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Cynthia Wainer effective October 8, 2015. Ms. Wainer was terminated.
3. Beatrice Munoz, Tax Assessor/Collector, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Rosa Prestridge, Deputy Clerk I, effective October 14, 2015. Ms. Prestridge has resigned.
4. Beatrice Munoz, Tax Assessor/Collector, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Cecilia Martinez, Deputy Clerk I, with an annual salary of \$19,712.50 effective October 19, 2015. Ms. Martinez is replacing Rosa Prestridge who resigned.
5. Efrain Valdez, County Judge, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Robin Flory, Librarian, effective October 29, 2015. Ms. Flory was terminated.

6. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Mr. Sunny Faz who has been promoted to Light Equipment Operator with an annual salary of \$21,787.50 effective October 19, 2015. He will be filling in a newly created position.
7. Sergio Gonzalez, County Court at Law Judge, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Dixie Maddox, DUI Court Probation Officer, effective October 30, 2015. Ms. Maddox is no longer a County employee.
8. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Galilea Willis, Fire Fighter I, with an annual salary of \$28,000.00 effective November 9, 2015. Ms. Willis is filling in a newly created position.
9. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Jonathon Sifuentes, Fire Fighter I, with an annual salary of \$28,000.00 effective November 9, 2015. Mr. Sifuentes is filling in a newly created position.
10. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Chad Shafer, Fire Fighter II, with an annual salary of \$30,000.00 effective November 9, 2015. Mr. Shafer is filling in a newly created position.

#52

TRANSACTIONS (continued) An amount followed by a minus sign (-) is a credit unless otherwise indicated.

| Tran Date                 | Post Date | Reference Number  | Transaction Description                  | Amount     |
|---------------------------|-----------|-------------------|--|------------|
| JUAN HERRERA              |           |                   |  |            |
| TOTAL XXXXXXXXXXXXXXX0859 |           |                   |  | \$1,385.83 |
| 08/28                     | 08/30     | 24427337GLYJF47YD | HEB #418 DEL RIO TX                      | \$13.16 ✓  |
| ROY B BARRERA             |           |                   |  |            |
| TOTAL XXXXXXXXXXXXXXX0958 |           |                   |  | \$13.18    |
| 08/29                     | 08/31     | 24810437J03V5LFAS | MARRIOTT JW AUSTIN 2558 AUSTIN TX        | \$897.18 — |
| LEWIS OWENS               |           |                   |  |            |
| TOTAL XXXXXXXXXXXXXXX1063 |           |                   |  | \$897.18   |
| 09/04                     | 09/08     | 24318057RFYGYQ7SV | SHELL OIL 57545042808 BROOKSHIRE TX      | \$50.00    |
| MICHAEL E GULLEDGE        |           |                   |  |            |
| TOTAL XXXXXXXXXXXXXXX1170 |           |                   |  | \$50.00    |
| 08/29                     | 08/31     | 24810437J03V5LJ3S | MARRIOTT JW AUSTIN 2558 AUSTIN TX        | \$414.60 ✓ |
| AARON D RODRIGUEZ         |           |                   |  |            |
| TOTAL XXXXXXXXXXXXXXX1204 |           |                   |  | \$414.60   |
| 09/02                     | 09/04     | 24427337N3FRB2QAW | PICO #02 DEL RIO TX                      | \$50.04 ✓  |
| 09/08                     | 09/10     | 24231687WTW5T5JJG | SUNOCO 0991880400 UVALDE TX              | \$30.02 ✓  |
| 09/11                     | 09/13     | 24427337LYJ480VJ  | HEB GAS #418 DEL RIO TX                  | \$47.68 ✓  |
| 09/16                     | 09/17     | 244273383LYJ2R984 | HEB GAS #418 DEL RIO TX                  | \$32.54 ✓  |
| 09/18                     | 09/20     | 244273385LYJ4L00A | HEB GAS #418 DEL RIO TX                  | \$48.59 ✓  |
| JOAQUIN PALACIOS          |           |                   |  |            |
| TOTAL XXXXXXXXXXXXXXX1238 |           |                   |  | \$208.85   |
| 09/24                     | 09/25     | 24493388Q5SQV4RBK | TEXAS CENTER FOR THE JUD 512-482-8988 TX | \$300.00   |
| SERGIO J GONZALEZ         |           |                   |  |            |
| TOTAL XXXXXXXXXXXXXXX0074 |           |                   |  | \$300.00   |
| 09/09                     | 09/09     | F5025007W000FT00L | FRAUD BALANCE TRANSFER (FT)              | \$7.71-    |
| MARIA C SMITH             |           |                   |  |            |
| TOTAL XXXXXXXXXXXXXXX0140 |           |                   |  | \$7.71-    |

INTEREST CHARGE CALCULATION  
Your Annual Percentage Rate (APR) is the annual interest rate on your account

| Type of Balance | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Days in Billing Cycle | Interest Charge |
|-----------------|------------------------------|----------------------------------|-----------------------|-----------------|
| Purchases       | 14.24% (v)                   | \$0.00                           | 30                    | \$0.00          |
| Cash Advances   | 14.24% (v)                   | \$0.00                           | 30                    | \$0.00          |

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.  
Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

Maverick Self Storage #1  
3695 Veteran's Blvd.  
Del Rio, TX 78840

10/12/2015

Val Verde County  
400 Pecan St  
Del Rio, TX 78840

DID YOU FORGET US?

Dear Val Verde County:

As a reminder, the rent on your unit(s) is now more than eleven (11) days past due. As indicated in your lease agreement, a \$10.00 late fee will be assessed to all accounts more than ten (10) days late.


Your account balance is as follows:

| Unit       | Due Date  | Rent    | Late Fees | Taxes  | Insurance Premium | Returned Check | NSF Charge | Lien Charges | Other Charges | Credit Balance | Total   |
|------------|-----------|---------|-----------|--------|-------------------|----------------|------------|--------------|---------------|----------------|---------|
| 01-00010   | 10/1/2015 | \$65.00 | \$10.00   | \$0.00 | \$0.00            | \$0.00         | \$0.00     | \$0.00       | \$0.00        | \$0.00         | \$75.00 |
| Total Due: |           |         |           |        |                   |                |            |              |               |                | \$75.00 |

To avoid further late fees, please remit "Total Due" to:      Maverick Self Storage #1  
3695 Veteran's Blvd.  
Del Rio, TX 78840

Your prompt attention to this matter will be appreciated. If you have any questions, please call (830) 774-2010.

Very truly yours,

  
Claudia Marino  
Site Manager

PAID  
5

Maverick Self Storage #1  
3695 Veteran's Blvd.  
Del Rio, TX 78840

10/12/2015

Val Verde County  
400 Pecan St  
Del Rio, TX 78840

**DID YOU FORGET US?**

Dear Val Verde County:

As a reminder, the rent on your unit(s) is now more than eleven (11) days past due. As indicated in your lease agreement, a \$10.00 late fee will be assessed to all accounts more than ten (10) days late.

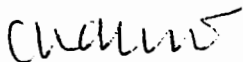
Your account balance is as follows:

| Unit              | Due Date  | Rent    | Late Fees | Taxes  | Insurance Premium | Returned Check | NSF Charge | Lien Charges | Other Charges | Credit Balance | Total          |
|-------------------|-----------|---------|-----------|--------|-------------------|----------------|------------|--------------|---------------|----------------|----------------|
| 01-0013A          | 10/1/2015 | \$65.00 | \$10.00   | \$0.00 | \$0.00            | \$0.00         | \$0.00     | \$0.00       | \$0.00        | \$0.00         | \$75.00        |
| <b>Total Due:</b> |           |         |           |        |                   |                |            |              |               |                | <b>\$75.00</b> |

To avoid further late fees, please remit "Total Due" to:      Maverick Self Storage #1  
3695 Veteran's Blvd.  
Del Rio, TX 78840

Your prompt attention to this matter will be appreciated. If you have any questions, please call (830) 774-2010.

Very truly yours,



Claudia Marino  
Site Manager

Maverick Self Storage #1  
3695 Veteran's Blvd.  
Del Rio, TX 78840

10/12/2015

Janie Ramon Val Verde County  
400 Pecan  
Del Rio, TX 78840

**DID YOU FORGET US?**

Dear Janie Ramon Val Verde County:

As a reminder, the rent on your unit(s) is now more than eleven (11) days past due. As indicated in your lease agreement, a \$10.00 late fee will be assessed to all accounts more than ten (10) days late.

Your account balance is as follows:

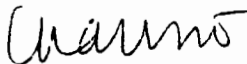
| Unit              | Due Date  | Rent    | Late Fees | Taxes  | Insurance Premium | Returned Check | NSF Charge | Lien Charges | Other Charges | Credit Balance | Total          |
|-------------------|-----------|---------|-----------|--------|-------------------|----------------|------------|--------------|---------------|----------------|----------------|
| 01-0015A          | 10/1/2015 | \$65.00 | \$10.00   | \$0.00 | \$0.00            | \$0.00         | \$0.00     | \$0.00       | \$0.00        | \$0.00         | \$75.00        |
| <b>Total Due:</b> |           |         |           |        |                   |                |            |              |               |                | <b>\$75.00</b> |

To avoid further late fees, please remit "Total Due" to:

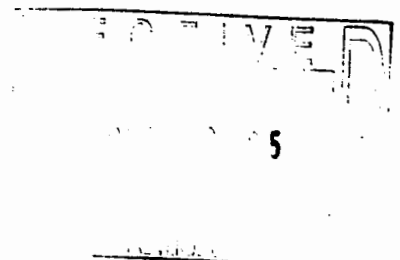
Maverick Self Storage #1  
3695 Veteran's Blvd.  
Del Rio, TX 78840

Your prompt attention to this matter will be appreciated. If you have any questions, please call (830) 774-2010.

Very truly yours,



Claudia Marino  
Site Manager





Maverick Self Storage #1  
3695 Veteran's Blvd.  
Del Rio, TX 78840

10/12/2015

Val Verde County  
400 Pecan St  
Del Rio, TX 78840

**DID YOU FORGET US?**

Dear Val Verde County:

As a reminder, the rent on your unit(s) is now more than eleven (11) days past due. As indicated in your lease agreement, a \$10.00 late fee will be assessed to all accounts more than ten (10) days late.

Your account balance is as follows:

| Unit              | Due Date  | Rent    | Late Fees | Taxes  | Insurance Premium | Returned Check | NSF Charge | Lien Charges | Other Charges | Credit Balance | Total          |
|-------------------|-----------|---------|-----------|--------|-------------------|----------------|------------|--------------|---------------|----------------|----------------|
| 01-0016A          | 10/1/2015 | \$65.00 | \$10.00   | \$0.00 | \$0.00            | \$0.00         | \$0.00     | \$0.00       | \$0.00        | \$0.00         | \$75.00        |
| <b>Total Due:</b> |           |         |           |        |                   |                |            |              |               |                | <b>\$75.00</b> |

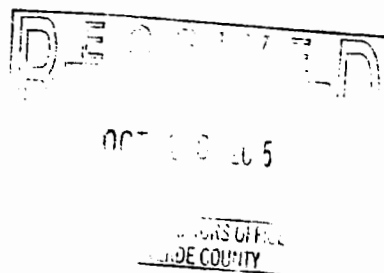
To avoid further late fees, please remit "Total Due" to:      Maverick Self Storage #1  
3695 Veteran's Blvd.  
Del Rio, TX 78840

Your prompt attention to this matter will be appreciated. If you have any questions, please call (830) 774-2010.

Very truly yours,



Claudia Marino  
Site Manager



**Laser Printers & Mailing Services, LLC**  
 8701 Perrin Beitel Rd  
 San Antonio, TX 78217

# INVOICE

Invoice Number: 94379a  
 Invoice Date: Oct 22, 2015  
 Page: 1  
 Duplicate

Voice: 210.590.6565  
 Fax: 210.590.1620

|   |
|---|
| <b>Bill To:</b>   |
| Val Verde County Tax Office<br>901 Bedell Ave. Suite A<br>Del Rio, TX 78440 |

|   |
|---|
| <b>Ship to:</b>   |
| Val Verde County Tax Office<br>901 Bedell Ave. Suite A<br>Del Rio, TX 78440 |

| Customer ID  | Customer PO     | Payment Terms |          |
|--------------|-----------------|---------------|----------|
| Val001       |                 | Net 10 Days   |          |
| Sales Rep ID | Shipping Method | Ship Date     | Due Date |
|              | UPS Ground      |               | 11/1/15  |

| Quantity  | Item   | Description                              | Unit Price  | Amount    |
|---|--------|--|-------------|-----------|
| 34,668.00   | Pos001 | Postage for 2015 Property Tax Statements | 0.22308     | 7,733.82  |
| 1.00  | Pos001 | Postage Deposit - CK#10938               | 7,500.00000 | -7,500.00 |
| <div data-bbox="347 1467 716 1712" data-label="Image"> </div> |        |  |             |           |
|   |        |  |             |           |
|   |        |  |             |           |
|   |        |  |             |           |

Check/Credit Memo No:

|                        |               |
|------------------------|---------------|
| Subtotal               | 233.82        |
| Sales Tax              |               |
| Total Invoice Amount   | 233.82        |
| Payment/Credit Applied |               |
| <b>TOTAL</b>           | <b>233.82</b> |

#744  
55

In the Commissioners Court of said County, November Term, A.D. 20 15

The undersigned officer, who is charged by law with making a report of all actual and necessary expenses incurred by him in the conduct of his office and the amount of salaries paid to assistants and deputies, makes this report under oath of such expenditures made in the month of October A.D. 20 15

**Statement of the amount of salaries paid to assistants and deputies:**

Respectfully submitted on this the \_\_\_\_\_ day of \_\_\_\_\_ A.D.20

Sumo to and authorized before me to:

**CALIFORNIA CONTRACTORS SUPPLIES, INC.**  
**7728 BURNET AVENUE**  
**VAN NUYS, CALIFORNIA 91405**  
**(800) 423-2953**  
**(818) 785-8823**

PLEASE REFER TO THIS INVOICE NO. ANY  
 QUESTIONS REGARDING THIS INVOICE OR  
 FOR REORDERING CALL TOLL FREE  
**(800) 423-2953**

**INVOICE No.**  
**T 6306**

|                                    |                               |                                      |                   |                            |                                    |
|------------------------------------|-------------------------------|--------------------------------------|-------------------|----------------------------|------------------------------------|
| CUSTOMER'S ORDER NO.<br><b>GUS</b> | ORDER DATE<br><b>10 22 15</b> | MARKETING REP<br><b>MIKE JONES B</b> | CODE<br><b>41</b> | MARKETING CO.<br><b>41</b> | DATE SHIPPED<br><b>10 23 15 MM</b> |
|------------------------------------|-------------------------------|--------------------------------------|-------------------|----------------------------|------------------------------------|

SOLD  
TO

SHIP TO (SAME AS "SOLD TO" UNLESS SHOWN)  
**1688 CIENEJAS RD**

**VAL VERDE COUNTY - PCT #4**  
**ATTN COUNTY AUDITOR**  
**901 N BEDELL AVE #A**  
**DEL RIO TX 78840**

IF DELIVERY IS NOT MADE WITHIN 14 DAYS OF  
 ABOVE "SHIPPING" DATE:

**NOTIFY US AT ONCE**

|                          |                                   |                                      |  |
|--------------------------|-----------------------------------|--------------------------------------|--|
| SHIPPED VIA<br><b>FX</b> | PURCHASED BY<br><b>GUS FLORES</b> | TELEPHONE NO.<br><b>830 765 6168</b> | TERMS<br><b>2% 10 DAYS - NET 30 DAYS</b><br>1 1/2% per month Service Charge added to Past Due Invoices |
|--------------------------|-----------------------------------|--------------------------------------|--|

| QUANTITY<br>SHIPPED | DESCRIPTION                 | UNIT PRICE         | AMOUNT |
|---------------------|-----------------------------|--------------------|--------|
| 1                   | LEATHER PALM WORK GLOVES DZ |                    | 83.88  |
|                     |                             | HANDLING<br>CHARGE | NC     |

*[Handwritten signature]*

VOL. 45 PAGE 507

#140W  
507

COPY

#100  
59

**AGREEMENT FOR COLLECTION OF TAXES  
BETWEEN SFDRICSD AND VAL VERDE COUNTY**

This Agreement is entered into by the County of Val Verde, a governmental entity formed under the Constitution of the State of Texas (the "County") and the San Felipe Del Rio Consolidated Independent School District, a governmental entity (the "District")

This Agreement is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Section 791.001, et seq. of the Texas Government Code and is authorized pursuant to Commissioners Court Order No. 0-5183 dated 6/3-05. The purpose of the Agreement is for the collection of taxes by the County on behalf of the District.

The parties, in consideration of the following, agree as follows:

1. GENERAL SERVICES.

**I. The County shall perform the following services:**

(a) Appointment of Val Verde County Tax Assessor-Collector:

- i. the Val Verde County Tax Assessor-Collector is hereby designated and agrees to serve as the Tax Assessor-Collector for the District as evidenced by her signature to this Agreement;
- ii. the Val Verde County Tax Assessor-Collector shall serve as the person designated by the District to calculate the effective tax rate and the rollback rate for the District pursuant to Section 26.04 of the Texas Property Tax Code; and
- iii. the District designates the Val Verde County Tax Assessor-Collector as its auditor for the sole purpose of approving refunds not to exceed \$500 per account as required by Section 31.11 of the Texas Property Tax Code.

(b) The County, through its Tax Assessor-Collector, shall perform the following duties:

- i. calculate the tax;
- ii. prepare the current tax roll;
- iii. prepare the current delinquent tax roll;
- iv. prorate taxes;
- v. correct clerical errors in either tax roll;
- vi. collect current taxes;
- vii. collect delinquent taxes, penalties, interest and attorneys fees, which includes initiating tax collection suits;

- viii. issue refunds;
  - ix. calculate an effective tax rate pursuant to the Texas Property Tax Code; and
  - x. publish all notices as required by the Texas Property Tax Code.
- (c) The County, through its Tax Assessor-Collector, shall remit all funds collected on behalf of the District including penalties and interest, less any amounts withheld as authorized by this Agreement, and shall be remitted promptly to the District as follows:
- i. the County shall deposit the funds into an account set up on behalf of the District;
  - ii. the County shall deposit the funds daily unless the total amount collected and held by the County is less than \$100; and
  - iii. at no time shall the County hold funds in excess of seven days without depositing them as required in this Agreement.
- (d) The County, through its Tax Assessor-Collector, shall maintain records of:
- i. all taxes collected on behalf of the District;
  - ii. all deposits with specific detail of the amount and distribution of funds deposited;
  - iii. monthly collections of all taxes, penalties and interest as well as refunds paid; and
  - iv. cumulative annual reports of all taxes, penalties and interest collected, as well as refunds paid, in a twelve-month period.
- (e) The County, through its Tax Assessor-Collector, shall:
- i. deliver deposit reports to the District on the day the deposits are made or on the next banking business day;
  - ii. deliver monthly collection reports to the District on the fifth business day following the month of the collections;
  - iii. deliver cumulative annual reports to the District on October 1 of each year for the twelve-month contract period preceding October 1;
  - iv. make all records made available to the District or any of its authorized representatives at such reasonable times and intervals as the District deems necessary; and
  - v. be kept at the office of the Tax Assessor-Collector.
- (f) The County, through its Tax Assessor-Collector, shall:

- i. process all applications for tax payment refunds;
- ii. pay all tax payment refunds in an amount not to exceed \$500;
- iii. forward all tax payment refund applications which exceed \$500 to the District within seven days of its receipt of the application; and
- iv. pay all tax payment refunds within sixty (60) days of the receipt of the application.

**II. The District shall perform the following duties to ensure the proper completion of this Agreement:**

- (a) The District shall cooperate with the County in processing tax payment refund applications. Specifically, the District shall:
  - i. present any tax payment refund application that exceeds \$500 to the District Board of Trustees as soon as possible after receipt from the County; and
  - ii. process said tax payment refund application by processing it for payment as required and returning the processed tax refund application within thirty (30) days of its receipt from the County.
- (b) The District shall adopt a budget and a tax rate in a timely manner. Specifically, the District shall:
  - i. adopt its budget and tax rate by September 1 of each year unless the Texas Education Agency either:
    - (1) mandates a later date; or
    - (2) grants the District an extension of time due to unforeseen circumstances;
  - ii. offer a split payment of taxes pursuant to Section 31.03 of the Texas Property Tax Code;
  - iii. notify the County, through its Tax Assessor-Collector, by August 1 of each year, that it has adopted and intends to offer discounted rates pursuant to Section 31.05 of the Texas Property Tax Code for that year.
- (c) The District expressly grants the sole right and authority to the County to employ by contract legal counsel for the collection of its delinquent taxes and agrees to cooperate with and provide all ordinary and usual assistance to such counsel at all times while this Agreement is in effect.

2. OTHER REQUIREMENTS. The County shall:

- (a) obtain, and keep current, a surety bond for the Tax Assessor-Collector and her staff to ensure proper performance under this Agreement. The bond shall be payable to the District and shall be in the sum of \$50,000, unless required otherwise by law. The bond shall be executed by a solvent surety company, licensed to do business in the State of Texas, and a copy of the surety bond shall be delivered to the Superintendent of Schools or his designee to the address specified in this Agreement;
- (b) employ legal counsel by contract for the collection of the District's delinquent taxes, said counsel to be paid from the funds collected by the County on behalf of the District;
- (c) permit auditors engaged by the District to conduct annual audits of the County's assessment and collection of the District's taxes; and
- (d) ensure that all personnel engaged in its assessment and collection functions required by law be registered and certified by the Board of Texas Professional Examiners ("BTPE") throughout the term of this Agreement and provide copies of the BTPE certifications to the District upon receipt.

3. TERM OF AGREEMENT. This Agreement shall be for a term of three (03) years beginning July 1, 2005 and ending on June 30, 2008. If no notice of termination is given as provided for in this Agreement, then this Agreement shall renew automatically for a period of thirty (30) days until the termination notice is given. In no event shall the extension period exceed thirty-six (36) months.

4. CONSIDERATION FOR SERVICES AND EXPENSES.

- (a) The County shall receive 1% if the current taxes collected on behalf of the District. Such compensation shall be withheld for the benefit of the County from funds collected on behalf of the District. Zero percent shall be withheld from delinquent taxes until such time as a 97% collection rate (current and delinquent combined) is reached. At that time, delinquent taxes, penalties and interest, less funds collected on behalf of the District shall be paid at the rate of 1%.
- (b) The County shall receive an additional fee if the District's Board of Trustees fails to adopt its tax rate or fails to timely notify the County of its adopted tax rate resulting in the County's inability to combine the District tax statement with the County's tax statement. This fee



shall include the cost of preparing, mailing and processing separate tax statements for the District. The County shall prepare separate statements for these additional costs and the District shall pay the additional costs within 30 days of its receipt of the statements.

- (c) The County shall retain all revenue received by the County from the sale of tax certificates and shall apply said revenue against the County's assessment and collections expense budget for the year in which the revenue is received;
- (d) The County shall pay all reasonable expenses it incurs in the performance of its duties, unless otherwise specified in this Agreement;
- (e) If interest is accrued on a refund payment which is not timely paid, that interest shall be paid by the party causing the delay, unless the delay was caused by both parties, in which case the interest shall be paid equally by both parties; and
- (f) The County shall not be liable to the District for any failure by the County to collect any tax, penalty or interest under any provision of this Agreement.

5. GENERAL TERMS AND CONDITIONS. The following terms and conditions shall apply to this Agreement.

- (a) Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- (b) Applicable Law: 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 filed to enforce this Agreement shall likewise be filed in Val Verde County, Texas.
- (c) Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (d) Prior Agreements Superseded: This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral Agreements between the parties.
- (e) Amendment: No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated

subsequent to the date of this Agreement and duly executed by the parties.

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

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

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

6. PERIODIC REVIEW. The District shall have the right to periodically review the County's performance and make recommendations in conformity with that review.

7. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party provided as follows:

(a) This Agreement may be terminated at any time by mutual consent of the parties; or

(b) This Agreement may be terminated without cause or hearing after either party gives the other party written notice of its intent to terminate the Agreement 180 days prior to the date of the termination of the Agreement. Notice shall be deemed sufficient if given as provided for in this Agreement.

8. SUSPENSION OF AGREEMENT. This Agreement may be suspended immediately by either party upon determination of gross negligence, malfeasance or misfeasance on the part of either party or notice of a pending criminal or administrative investigation against either party and the suspension shall remain in effect indefinitely. Said suspension shall be without compensation to the County for services not rendered, unless otherwise agreed to by the parties in writing.

9. NOTICE. Notice to the County shall be deemed sufficient if addressed to the Val Verde County Judge and sent by certified mail to 400 Pecan Street, Del

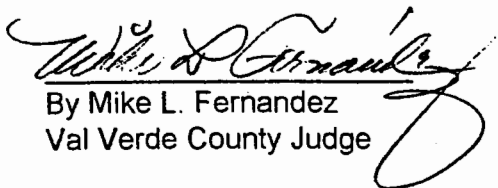
Rio, Texas 78840. Notice to the District shall be deemed sufficient if addressed to the Superintendent of Schools and sent by certified mail to 205 Memorial Drive, Del Rio, Texas 78840.

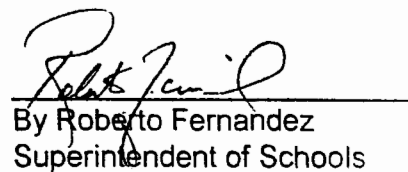
This Agreement shall become effective on the 1<sup>st</sup> day of July, 2005.

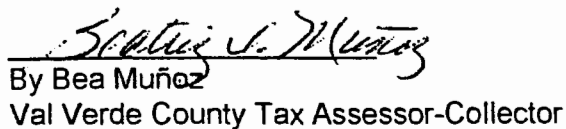
EXECUTED in duplicate by the parties hereto, this the 13 day of July, 2005.

COUNTY OF VAL VERDE

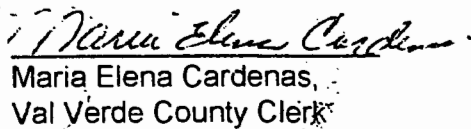
S.F.D.R.C.I.S.D.

  
By Mike L. Fernandez  
Val Verde County Judge

  
By Roberto Fernandez  
Superintendent of Schools

  
By Bea Muñoz  
Val Verde County Tax Assessor-Collector

ATTESTED BY:

  
Maria Elena Cardenas,  
Val Verde County Clerk

Presented to Val Verde Commissioners Court on 6/13/05 and made a part of the court's minutes.