



COMMISSIONER'S COURT MINUTES
MARCH 20TH, REGULAR TERM, A.D. 2019

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

BE IT REMEMBERED that on this the 20th day of March A.D. 2019 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: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vasquez, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

- 3. Pledge of Allegiance.
- 4. Approval of minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Ayes	Noes	Abst
19-177	N	F		Motion to approve	O, W, V		
				Minutes of March 6, 2019.	N, F		

- 5. Citizens' Comments.
 - 1) Mr. Jeffrey Saunders regarding Rabies shot requirements (#11), Cobolo Road –which needs attention.
 - 2) Ms. Carpenter, Animal Rescue Committee- Fosters Animals.
 - 3) The Sheriff presented status of Animal Control (Item #32).
 - 4) Mr. Perez report on status of fairgrounds and maintenance (Item #16).

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

MOTION KEY:
JUDGE OWENS= O
COMM WARDLAW=W
COMM VASQUEZ=V
COMM NETTLETON=N
COMM FLORES= F

QUORUM

☒ **COUNTY JUDGE**

☐ YL Judge's Staff

☐ TG Judge's Staff

☒ **COMM. PRCT# 1**

☒ **COMM. PRCT# 2**

☒ **COMM. PRCT# 3**

☒ **COMM. PRCT# 4**

ATTENDING

COUNTY STAFF/DEPTS:

☒ **COUNTY ATTY**

☐ SL COUNTY ATTY STAFF

☐ COUNTY ATTY STAFF

☒ **DISTRICT CLERK**

☐ IT

☒ **SHERIFF**

☐ SHERIFF'S STAFF

☒ **AUDITOR**

☒ **TREASURER**

☒ **PURCHASING**

☒ **HR**

☒ **TAX COLLECTOR**

☒ **RISK MGMT**

☒ **FIRE DEPT**

☐ **EMERGENCY MGMT**

☒ **JP #1**

☒ **JP #2**

☐ **JP #3**

☐ **JP #4**

☐ **OTHER**

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Lewis G. Owens Jr., County Judge

6. Discussion and possible action to ratify and include in the minutes the agreement for Collection of Taxes between SFDRICSD and Val Verde County pursuant to 6.24 of the Texas Property Tax Code and is authorized pursuant to Val Verde County Commissioners Court Order No. 19-054 dated January 23, 2019.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-178	N	V		Motion to approve.		O, W, V, N, F		

7. Discussion and possible action on contract with Quad Counties to run the Battered Women's Shelter.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-179	N	V		Motion to authorize the Judge to negotiate a month to month contract with Quad Counties.		O, W, V, N		

[Clerk's note: Commissioner Flores was out of the room during the vote.]

8. Discussion and possible action on the purchase of 50 backflows preventers at a cost of \$7,350.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-180	F	W		Motion to approve and pay from contingency (27 for Escondido and some for Pct. 4).		O, W, V, F	N	

9. Discussion and possible action on amending budget to include \$32,000.00 to repair bridges in Pct. #1 & Pct. #4.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-181	W	V		Motion to approve.		O, W, V, F	N	

10. Discussion and possible action to accept Judge Barrera's retirement letter.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Resolution was read out loud by Ana Markowski Smith, County Attorney and letter read to the Court by Judge Owens.				

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Martin Wardlaw, County Commissioner Pct. 1

11. Discussion and possible action regarding the Val Verde County Ordinance to be in compliance with Texas State Law by changing requirements from one year to three years for rabies vaccination.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-182	W	N		Motion to approve.		O, W, V, N, F		

12. Discussion and possible action on the lease agreement between the Val Verde County and the Del Rio Rotary Club for the use of the Val Verde County Fairgrounds for the Independence Day Rodeo on June 28-29, 2019.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-183	W	F		Motion to approve.		O, W, V, N, F		

13. Discussion and possible action on the lease agreement between the Val Verde County and MBM 3rd Annual Cook-off for the use of the Val Verde County Fairgrounds on June 7-8, 2019.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-184	W	F		Motion to approve.		O, W, V, N, F		

Robert "Beau" Nettleton, County Commissioner Pct. 3

14. Discussion and possible action on resolution of support for House Bill 3099 relating to standards of surface water and groundwater management.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-185	N	W		Motion to approve Resolution to support House Bill 3099.		O, W, V, N, F		

15. Discussion and possible action regarding utilizing Hotel Occupancy Tax funds for a Mexican league baseball game to be held in Del Rio hosted by the Del Rio Little League.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-186	N	V		Motion to approve to set aside \$2,000.00 from Hotel Occupancy Tax for Mexican League baseball game.		O, W, V, N, F		

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Gustavo Flores, County Commissioner Pct. 4

16. Discussion and possible action to amend budget to move \$50,000.00 to complete the animal control facility.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-187	F	N		Motion to set aside \$50,00.00 for Animal Control from Contingency and amend the budget.		O, W, V, N, F		

17. Discussion and possible action authorizing approval of donation of five (05) trailer loads of sugar sand from Commissioner Gustavo Flores for use at the Val Verde County Fairgrounds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-188	W	N		Motion to approve.		O, W, V, N		F

Sergio J. Gonzalez, County Court at Law Judge

18. Discussion and possible action to approve the DWI/Drug Specialty Court Program's purchase of the Datagain's DIMS-Drug Court Information Management System using the DWI Program fund-expenses account. The cost proposal is \$1,800.00 yearly fee.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-189	N	F		Motion to approve.		O, W, V, N, F		

19. Discussion and possible action on obtaining approval to purchase:

- Computer monitors & adapter converter for the Val Verde County Court-at-Law courtroom (see agenda item #23).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-190	N	V		Motion to approve \$1,300.00 from County and District Court Technology Fund.		O, W, V, N, F		

Antonio Faz III, Justice of the Peace Pct. 2

20. Discussion and possible action for the approval of transfer & use of funds from the technology account to the technology office supply account #166-1207-3-16000 to purchase Adobe Acrobat Pro 2017 license for 1 user in the amount for purchase of \$373.32.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Generosa Gracia-Ramon, County Clerk

21. Discussion and possible action to authorize the replacement of election pollbook equipment and authorize the judge to sign quote approval.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-191	N	F		Motion to approve as presented.		O, W, V, N, F		

Rogelio R. Musquiz Jr., Purchasing Agent

22. Discussion and possible action regarding update to the Family Violence center.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report only.				

23. Discussion and possible action regarding the selection of Grant Writing/Grant Administration Services for proposed TxCDBG 2019/2020 Colonia Construction Funding, TxCDBG Fast Funding (Fire Truck, Ambulances and Service Trucks) TxCDBG Disaster Relief Funding, and/or FEMA Funding due to the September/October 2018 Extreme Weather Event.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-192	N	V		Motion to approve Esser & Company LLC.		O, W, V, N, F		

24. Discussion and possible action regarding a request from the County Court-at-Law office to purchase monitors and accessories from county and district courthouse tech funds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

25. Discussion and possible action regarding a request from precinct #4 to purchase a STIHL Cutquik cut-off machine from tax note 2016.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-193	F	N		Motion to approve.		O, W, V, N, F		

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Ramiro G. Barrera, IT Director

26. Discussion and possible action on approving request made by the Cyber Security Committee to increase the amount of characters to our current Complex Password Policy, from 8 characters, to 14 characters.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-194	N	F		Motion to approve.		O, W, V, N, F		

Joanna Montemayor, County Assistant Health Inspector

27. Discussion and possible action to re-plot a portion of Lot 6 Block H Lakeridge Estates Subdivision.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

28. Discussion and possible action re-plot for Lot 3 Brite East Ranch Subdivision to establish Lots 3A & 3B.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Opened Scheduled Public Hearing @ 9:30 AM		O, W, V,		
				1) Cris Vandocer;(Hold up Pass) (Against); and,		N, F		
				(Hold up Pass) (Against); and,				
				2) Patricia Grace (Against).				
				Hearing closed @ 9:35 AM.				

Patricia H. Saucedo, Librarian Administrative Assistant,

29. Discussion and possible action regarding accepting a donation of \$9,900 from the Friends of the Val Verde County Library to support the Summer Reading Program.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-195	N	F		Motion to approve.		O, W, V, N, F		

Michael Bagley, District Attorney

30. Discussion and possible action for approval to reapply for the BPU (Border Prosecution Unit) Grant FY 2019-2020. The proposed application is for the current budget amount for \$187,000.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-196	N	F		Motion to approve.		O, W, V, N, F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

31. Discussion and possible action regarding transferring \$1,333.50 from the District Attorney's office supplies line item to Capital Outlay for the purchase of a desk.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-197	N	F		Motion to approve.		O, W, V, N, F		

Joe Frank Martinez, County Sheriff

32. Discussion and possible action regarding status of the County Animal Control department.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report only.				

33. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign an MOU with the United States Marshal's Office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-198	N	F		Motion to approve.		O, W, V, N, F		

34. Discussion and possible action authorizing Sheriff Joe Frank Martinez to apply for and accept the office of Justice Programs-Bulletproof Vest Partnership, FY2019 Grant: to include the adopting a resolution. This grant offers up to fifty percent reimbursement for the purchasing of Bullet-Resistant Body Armor.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-199	F	N		Motion to approve.		O, W, V, N, F		

35. Discussion and possible action on the use of unexpended salaries within the Communications Operations Division.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-200	F	N		Motion to approve.		O, W, V, N, F		

Aaron Rodriguez, County Treasurer

36. Monthly Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-201	N	F		Motion to approve.		O, W, V, N, F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

37. Discussion and possible action regarding a resolution authorizing participation in Texclass and authorize the county judge and county treasurer to sign said resolution.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-202	N	F		Motion to approve.		O, W, V, N, F		

Juanita Barrera, County HR Director

38. Discussion and possible action on awarding one of the submitted RFPs for the Pay Study/Classification Plan.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-203	N	V		Motion to table.		O, W, V, N, F		

39. Discussion and possible action on adding Class Code 88100-Election Personnel to Workers Compensation Coverage. The cost would be \$76.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-204	N	F		Motion to approve.		O, W, V, N, F		

40. Discussion and possible action to approve changes to Section 2.17 Travel of the Personnel Policy Manual.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-205	N	F		Motion to approve.		O, W, V, N, F		

41. HR Monthly Report from March 6, 2019 through March 19, 2019.

- A. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Kevin Van Hoozier, Telecommunications Operator with a salary of \$38,264.91, effective March 8, 2019. Mr. Van Hoozier has been transferred from the Telecommunications Supervisor position
- B. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Brianna Marrujo, Telecommunications Supervisor, with a salary of \$34,349.31, effective March 8, 2019. Ms. Marrujo has been promoted to fill the position of Mr. Van Hoozier.
- C. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Edgar Perez, Fairgrounds/Facilities Manager, with a salary of \$55,000.00, effective March 11, 2019. The salary will be considered for an increase to \$61,662.47 after completion of six months. Mr. Perez is filling a newly created position.

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

- D. Juan C. Vazquez, Commissioner Pct. 2, requesting the issuance of checks to Daniel Flores, Lt. Equip. Operator with a salary of \$24,207.23, effective March 11, 2019. Mr. Flores is replacing Ruben Robles who was terminated.
- E. Michael Bagley, District Attorney, requesting the issuance of checks to Gerald A. Garver, 2nd Assistant District Attorney, with a salary of \$90,000.00, effective April 1, 2019. County portion of salary is \$70,500.00, the DA supplemental account is \$15,071.68 and the DA asset forfeiture account is \$4,428.32. Mr. Garver is replacing William Parham who resigned.
- F. Ana Markowski Smith, County Attorney, requesting the issuance of checks to Brian Cummings, 2nd Assistant County Attorney, with a salary of \$70,500 effective April 1, 2019. Mr. Cummings is replacing Omar Fuentes who resigned.
- G. Lewis G. Owens, County Judge, requesting to stop the issuance of checks to Jim Bob Barrera, Justice of the Peace Pct. 1, effective March 22, 2019. Judge Barrera is retiring.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-206	N	F		Motion to approve.		O, W, V, N, F		

Matthew Weingardt, County Auditor

42. Monthly County Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-207	N	F		Motion to approve.		O, W, V, N, F		

Ana Markowski Smith, County Attorney

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

43. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1), consultation regarding contemplated litigation and possible action in open session thereafter.
44. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.
45. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.072, consultation to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

EXECUTIVE SESSION: ☒ §551.071(1) ☐ §551.071(1) (A) ☒ §551.071(2) ☐ §551.071(1) (B) ☒ §551.072
OTHER ☐ BEGAN @ 10:35 ENDED @ 11:25 BREAK @ ☐ RESUMED @ ☐ ACTION AFTER EX: ☐

MOTION KEY: JUDGE OWENS=O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

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.

46. Approve subdivision plats.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-208	N	W		1) Motion to approve Brite East Ranch Subdivision Plat		O, W, V, N, F		
				Contingent on receipt of Letter of credit.				
19-209	N	F		2) Motion to approve Phase 7 Lakeridge and authorize the Judge to sign construction agreement.		O, W, V, N, F		

47. Approve Certificates of Compliance.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				None.		O, W, V, N, F		

48. Approve monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-210	N	F		Motion to approve.		O, W, V, N, F		

49. Approve bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-211	N	F		Motion to approve.		O, W, V, N, F		

50. Commissioners' comments.

Yulisa will provide Bills for Payment to the County Clerk for inclusion in the Court's minutes.

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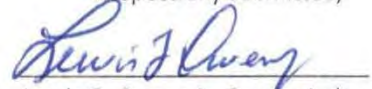
51. County Judge's comments.

The Judge invited everyone for tacos and cake in celebration of Judge Jim Bob Barrera's Retirement.

52. Adjourn. 11:30 AM.

The foregoing, recorded in Volume 54, pages 1-165, inclusive, was on this the 20th day of MARCH A.D. 2019, read and is hereby **APPROVED**.

Respectfully submitted,


Lewis G. Owens Jr, County Judge
Val Verde County, Texas



ATTEST:


GENEROSA GRACIA-RAMON
COUNTY CLERK

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Lewis G. Owens Jr.
County Judge

400 Pecan Street
Del Rio, TX 78840
Email: lowens@valverdecountry.texas.gov

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
MARCH 20, 2019 REGULAR TERM

Old County Court at Law
207B East Losoya Street
Del Rio, TX 78840

March 20, 2019 at 9:00am

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

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10. Discussion and possible action to accept Judge Barrera's retirement letter.

Martin Wardlaw, County Commissioner Pct. 1

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Gustavo Flores, County Commissioner Pct. 4

16. Discussion and possible action to amend budget to move \$50,000.00 to complete the animal control facility.
17. Discussion and possible action authorizing approval of donation of five (05) trailer loads of sugar sand from Commissioner Gustavo Flores for use at the Val Verde County Fairgrounds.

Sergio J. Gonzalez, County Court at Law Judge

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Ramiro G. Barrera, IT Director

26. Discussion and possible action on approving request made by the Cyber Security Committee to increase the amount of characters to our current Complex Password Policy, from 8 characters, to 14 characters.

Joanna Montemayor, County Assistant Health Inspector

27. Discussion and possible action to re-plat a portion of Lot 6 Block H Lakeridge Estates Subdivision.

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33. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign an MOU with the United States Marshal's Office.
34. Discussion and possible action authorizing Sheriff Joe Frank Martinez to apply for and accept the office of Justice Programs-Bulletproof Vest Partnership, FY2019 Grant: to include the adopting a resolution. This grant offers up to fifty percent reimbursement for the purchasing of Bullet-Resistant Body Armor.
35. Discussion and possible action on the use of unexpended salaries within the Communications Operations Division.

Aaron Rodriguez, County Treasurer

36. Monthly Treasurer's Report.
37. Discussion and possible action regarding a resolution authorizing participation in Texclass and authorize the county judge and county treasurer to sign said resolution.

Juanita Barrera, County HR Director

38. Discussion and possible action on awarding one of the submitted RFPs for the Pay Study/Classification Plan.
39. Discussion and possible action on adding Class Code 88100-Election Personnel to Workers Compensation Coverage. The cost would be \$76.00.
40. Discussion and possible action to approve changes to Section 2.17 Travel of the Personnel Policy Manual.

41. HR Monthly Report from March 6, 2019 through March 19, 2019.

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- B. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Brianna Marrujo, Telecommunications Supervisor, with a salary of \$34,349.31, effective March 8, 2019. Ms. Marrujo has been promoted to fill the position of Mr. Van Hoozier.
- C. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Edgar Perez, Fairgrounds/Facilities Manager, with a salary of \$55,000.00, effective March 11, 2019. The salary will be considered for an increase to \$61,662.47 after completion of six months. Mr. Perez is filling a newly created position.
- D. Juan C. Vazquez, Commissioner Pct. 2, requesting the issuance of checks to Daniel Flores, Lt. Equip. Operator with a salary of \$24,207.23, effective March 11, 2019. Mr. Flores is replacing Ruben Robles who was terminated.
- E. Michael Bagley, District Attorney, requesting the issuance of checks to Gerald A. Garver, 2nd Assistant District Attorney, with a salary of \$90,000.00, effective April 1, 2019. County portion of salary is \$70,500.00, the DA supplemental account is \$15,071.68 and the DA asset forfeiture account is \$4,428.32. Mr. Garver is replacing William Parham who resigned.
- F. Ana Markowski Smith, County Attorney, requesting the issuance of checks to Brian Cummings, 2nd Assistant County Attorney, with a salary of \$70,500 effective April 1, 2019. Mr. Cummings is replacing Omar Fuentes who resigned.
- G. Lewis G. Owens, County Judge, requesting to stop the issuance of checks to Jim Bob Barrera, Justice of the Peace Pct. 1, effective March 22, 2019. Judge Barrera is retiring.

Matthew Weingardt, County Auditor

42. Monthly County Auditor's Report.

Ana Markowski Smith, County Attorney

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

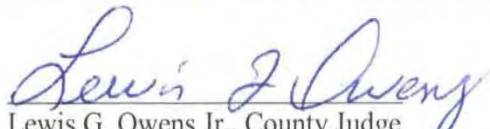
- 43. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1), consultation regarding contemplated litigation and possible action in open session thereafter.**

44. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.
45. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.072, consultation to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

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.

46. Approve subdivision plats.
47. Approve Certificates of Compliance.
48. Approve monthly reports from elected officials.
49. Approve bills for payment.
50. Commissioners' comments.
51. County Judge's comments.
52. Adjourn.

Our next Regular Commissioners Court Meeting will be April 3, 2019 @ 9:00 a.m.; Agenda Items are due Thursday, March 28, 2019 @ 12:00 noon.


Lewis G. Owens Jr., County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
MARCH 15, 2019: AT 3:39 AM/PM

FILED

2019 MAR 15 P 3:39
GENEVA L. HALL-RAND
VAL VERDE COUNTY CLERK
BY MA DEPUTY

CERTIFICATION

I, the undersigned County Clerk, do hereby certify that the attached **AGENDA/NOTICE/ ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 15th day of March, 2019 at 3:39 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.

SEAL



**Generosa Gracia-Ramon
Val Verde County Clerk**

#6

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

WHEREAS, §791.011 of the TEXAS GOVERNMENT CODE provides that a local government may contract with another local government to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the San Felipe Del Rio Consolidated Independent School District (the "District") has determined that it does not have the resources to fund a tax collection department and Val Verde County (the "County"), a political subdivision of the State of Texas, is willing to provide such services; and

WHEREAS, this Agreement is entered into pursuant to §6.24 of the TEXAS PROPERTY TAX CODE and is authorized pursuant to Val Verde County Commissioners Court Order No. 19-054 dated January 23, 2019; and

WHEREAS, the District and the County hereby find and determine that this Agreement is beneficial to the extent that it is a proper use of public funds in that it is for the collection of taxes by the County on behalf of the District.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN VAL VERDE COUNTY COMMISSIONERS COURT AND THE SAN FELIPE DEL RIO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF DIRECTORS THAT:

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 \$2,500 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 attorney's 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. Any and all associated costs of publishing notices shall be paid by the District
- (c) The County, through its Tax Assessor-Collector, shall remit all funds 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 within the third banking business day thereafter.

- 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 by the fifth business day following the end of the fiscal year;

- 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

- iv. 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 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 §31.03 of the Texas Property Tax Code;
- (c) The District shall, in conjunction with and with input from 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, 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 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 law be registered and certified by Tax Assessor-Collector Association of the State of Texas throughout the term of this Agreement and provide copies of this certification to the District upon receipt.
- 3. TERM OF AGREEMENT. This Agreement shall be for a term of three (3) years beginning February 8, 2019 and ending on February 8, 2022. 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% of the current and delinquent 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.
 - (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 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. NONAPPROPRIATION. If, for any fiscal year, the District's governing board fails to appropriate funds in amounts sufficient to pay the County for the performance of its obligations under this agreement, the District shall promptly give notice to the County of such event. The District shall make a reasonable effort to ensure that funds are appropriated to fully perform on its obligations as set forth in this agreement. The District shall endeavor to provide the County with at least ninety (90) days advance written notice of its intent not to appropriate necessary funds for the District's performance of its obligations under this agreement.
9. 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.
10. 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 315 Griner, Del Rio, Texas 78840.

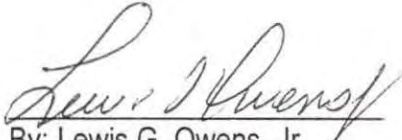
This Agreement shall become effective on the 8th day of February, 2019.

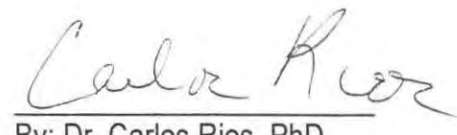
EXECUTED in duplicate by the parties hereto, this the 23RD day of January, 2019.

COPY

COUNTY OF VAL VERDE

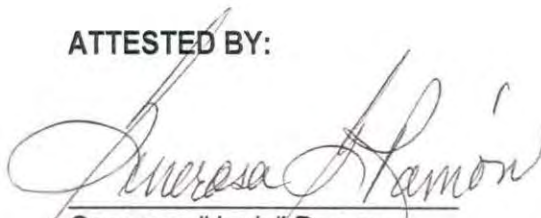
S.F.D.R.C.I.S.D.


By: Lewis G. Owens, Jr.
Val Verde County Judge


By: Dr. Carlos Rios, PhD
Superintendent of Schools


By: Bea Muñoz
Val Verde County Tax Assessor-Collector

ATTESTED BY:


Generosa "Janie" Ramon
Val Verde County Clerk



Presented to Val Verde Commissioners Court on January 23rd, 2019 and made
a part of the court's minutes.



TEXAS
Health and Human
Services

Texas Department of State
Health Services

FAQs



Rabies

1/1/2019

100-9 071-100-10 482

Related Topics: **Oral Rabies Vaccine Programs**

Frequently Asked Questions

Below are some commonly asked questions and answers concerning the recent change to Texas law concerning rabies vaccination intervals:

Q. I heard a rumor that my city can require dogs and cats in my area to be vaccinated against the rabies virus every year. Is this true?

A: Yes. Statutory law (Ch. 826, Health and Safety Code) empowers local jurisdictions to establish more stringent rabies vaccination intervals than those outlined in the amendments to the Rabies Control and Eradication state law. If your city or county requires animals to be vaccinated against rabies on an annual basis, area pet owners must comply with that requirement. Contact your city or county animal control agency for information on local rabies ordinances.

Q. Is Texas the only state with a 3-year rabies vaccination law?

A: Currently, 32 other states require vaccination in accordance with the 3-year rabies vaccination law.

Q. Since Texas is going from a one-year to a three-year rabies vaccination schedule, does that mean rabies is no longer a public health threat in our state?

A: No! Each year many cases of rabies occur in Texas wildlife and domestic animals. For example, in 2002 there were 1,049 cases of rabies in animals. A rabies vaccination is a lot like an "insurance policy" for your pet - you don't necessarily want it, but it comes in really handy when you need it. By protecting your pet against rabies, you are also protecting yourself and your family, as your pet will be less likely to bring rabies into your house.

Q. I have a 5-year old dog, and his last rabies shot was given about 14 months ago. I know I'm a little late for his yearly rabies shot, but can I wait a couple of years to get his next rabies shot?

A: If the vaccination given 14 months ago was your dog's FIRST rabies vaccination,

- he should be revaccinated immediately.

If the vaccination given 14 months ago was your dog's SECOND rabies vaccination, your dog should have his next rabies vaccination

- In 22 months if he was given a 3-year vaccine.
- Immediately if he was given a 1-year vaccine.

from using a one-year vaccine. Your veterinarian can evaluate your cat's risk of disease and other health-related problems, and advise you on rabies vaccination intervals.

Q. I've been unable to find the owner of a stray cat who wandered up to my home about two months ago. I've decided to keep him, but I don't know his vaccination status. What should I do?

A: Make an appointment with a licensed veterinarian who will evaluate your new cat's health status. Since vaccination status is unknown, the veterinarian will recommend giving your cat a rabies shot at the time of your appointment and a booster shot 12 months later. If a 3-year vaccine is administered, your cat will need a rabies shot every 3 years thereafter. Again, for various health-related reasons, your veterinarian may elect to use a 1-year vaccine; your veterinarian can advise you about vaccinations needed to protect your new cat from other diseases as well.

Q. What should I do if a dog bites me, and I'm not sure if the dog has been vaccinated against rabies?

A: Treat the bite as if the animal were rabid and immediately cleanse the wound thoroughly by washing with soap and water. See your physician immediately after washing the wound. Your physician will decide on need for treatment to prevent rabies, proper wound care, and need for a tetanus booster. Report the incident to your local rabies control authority within 24 hours. Be prepared to describe the dog, such as size and color, plus provide the location where the bite incident occurred, and the owner's name and address if known. Your local rabies control authority (animal control or law enforcement) will investigate the potential exposure and ensure that the appropriate actions are initiated.

Last updated March 28, 2011

#11
COPY

ORDER NO. 94-336:

Commissioner Qualia moved that the following Rabies and Animal Control Resolution be approved and be effective July 1, 1994.

Said motion was seconded by Commissioner Cody, and the motion prevailed by the following vote:

Ayes: Commissioners Qualia and Cody.

Noes: None.

Rabies and Animal Control Order

Whereas, it is the desire of this court to establish the following regulations concerning vaccination of animals, reporting of human exposure to rabies, quarantining and testing of biting animals, reduction of the stray animal population, restraint of vicious animals and prohibition of animals running at large; and to prescribe penalties for violation of such provisions in accordance with and pursuant to chapter 822 and 826, Health and Safety Code, V.T.C.A.

Now, therefore be it ordered by the Commissioner's Court of Val Verde County, Texas, that the following provisions be adopted, this the _____ day of _____, 1994.

Section 1 - Definitions

When used in this order the following words and terms shall be interpreted as follows:

1.1 Animal Owner: Any person who owns or has custody or control of an animal.

1.2 Bite: Puncturing or tearing of the skin caused by an animal's teeth.

1.3 Cat: Felis Catus

1.4 Currently Vaccinated: Vaccinated and satisfying the following criteria:

- (a) The animal must have been at least three months of age when vaccination was administered.
- (b) At least 10 days have elapsed since the initial vaccination.
- (c) Not more than 12 months have elapsed since their most recent vaccination.

1.5 Dangerous Dog: A dog that:

- (a) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (b) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

1.6 Dog: Canis familiaris

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1.7 Running at Large:

Not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or vehicle of its owner shall not be deemed "Running at Large."

1.8 Secure Enclosure:

A fenced area or structure that is:

- (a) locked;
- (b) capable of preventing the entry of the general public, including children;
- (c) capable of preventing the escape or release of a dog;
- (d) clearly marked as containing a dangerous dog; and
- (e) in conformance with the requirements for enclosures established by the local animal control authority.

1.9 Stray: Roaming without physical restraint beyond the premises of the animal's owner. Absence of current rabies tag on dog running at large will be construed as evidence of stray status.

1.10 Vaccinated: Properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and administered by a veterinarian licensed by the State of Texas.

1.11 Wild Animal: All species of animals which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of state or duration of captivity.

1.12 Humanely Killed/Destroyed: To cause the death of an animal by a method which is not prohibited by Section 823.006 of the Texas Health and Safety Code and:

- (a) rapidly produces unconsciousness and death without visible evidence of pain or distress; or
- (b) utilizes anesthesia produced by an agent which causes painless loss of consciousness and death following such loss of consciousness.

1.13 Neutered: Rendered permanently incapable of reproduction.

Section 2 - Rabies Control

2.1 Vaccinations: The owner of a dog or cat shall have the animal vaccinated against rabies by the time it is four months of age and annually thereafter. Any person moving into the County from a location outside of the County shall comply with this ordinance within ten days after having moved into the County.

2.2 Certificate of Vaccination: Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:

- (a) The name, address and telephone number of the owner of the vaccinated dog or cat;
- (b) the date of vaccination;
- (c) the type of rabies vaccine used;
- (d) the year and number of the rabies tag; and
- (e) the breed, age, color and sex of the vaccinated dog or cat.

2.3 Rabies Tag: Concurrent with the issuance and delivery of the certificate of vaccination, the owner of the dog or cat shall attach to the collar or harness of the vaccinated dog or cat a metal tag, serially numbered to correspond with the vaccination certificate number, and bearing the year of issuance and the name of the issuing veterinarian and his address. The owner shall cause the collar or harness, with the attached metal tag, to be worn by his dog or cat at all times. Tags may be purchased from any practicing veterinarian in Val Verde County.

2.4 Duplicate Tags: In the event of loss or destruction of the original tag provided in Section 2.3, the owner of the dog or cat shall obtain a duplicate tag. Vaccination certificates (and tags) shall be valid only for the animal for which it was originally issued. Duplicate tags may be purchased from any practicing veterinarian in Val Verde County.

2.5 Proof: It shall be unlawful for any person who owns a vaccinated dog or cat to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this ordinance.

2.6 Unvaccinated Animals: It shall be unlawful for any person to own a dog or cat which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.

2.7 Penalty for violation: Any person who violates a provision of this Section shall be guilty of a misdemeanor punishable by a fine of not less than \$50.00 nor more than \$500.00. No portion of the fine imposed hereunder may be deferred, suspended or probated.

Section 3 - Reporting Bites from Animals Susceptible to Rabies

3

3.1 Any person having knowledge of a bite to a human by any warm-blooded animal shall report the incident to the animal control officer as soon as possible.

3.2 The owner, if any, of the biting animal shall place that animal in quarantine as prescribed in Section 4 under hereunder, and/or under the supervision of the animal control officer.

3.3 The animal control officer shall investigate each bite incident reported.

Section 4 - Quarantine procedures for Animals

4.1 When an animal that has bitten a human has been identified, the owner, if any will be required to produce the animal for ten days confinement at the owner's expense. Refusal to produce said animal constitutes a violation of this section and each day of such refusal constitutes a separate and individual violation. The ten day observation period will begin on the day the bite occurred. The animal must be placed in an animal control facility or a veterinary hospital approved for that purpose by the animal control officer. Any licensed veterinarian practicing in Val Verde County whose office has appropriate equipment for secluding the animal, will be an approved site for quarantine.

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However, the owner of the animal may request permission from the animal control officer for home quarantine if the following criteria can be met:

- (a) The animal was on the property of the owner at the time of the attack, and the bitten person either provoked the attack or was trespassing on the property.
- (b) A secure facility must be available at the house of the animal's owner and must be approved by the animal control officer.
- (c) The animal is currently vaccinated against rabies as of the date of the bite.
- (d) The animal control officer, if qualified, or a licensed veterinarian must observe the animal on at least the first and last day of the quarantine period. If the animal becomes ill during the observation period, the animal control officer must be notified immediately by the person having possession of the animal.

4.2 If the biting animal cannot be maintained in a secure quarantine or if the owner chooses not to pay for quarantine, the animal shall be humanely destroyed and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis, at the owner's expense.

4.3 No wild animal will be placed in quarantine. All wild animals involved in biting incident shall be humanely killed in such a manner that the brain is not mutilated and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

4

4.4 Penalty for Violation: Any person who knowingly, intentionally or with criminal negligence violates a provision of this section shall be guilty of a misdemeanor punishable by a fine of not less than \$50.00 and not more than \$500.00. No portion of the fine imposed hereunder may be deferred, suspended or probated. Each day an animal is not produced for quarantine shall constitute a separate offense.

Section 5 - Dogs Running At Large

5.1 Dogs shall be prohibited from running at large. If ownership is determinable, and the owner can be located, the animal shall be returned to owner and the owner shall be cited for violation of this order. If ownership is in question, or if the animal is a stray, the animal shall be impounded for three working days. At the expiration of the period of impoundment, the animal may be humanely destroyed. An owner may claim the animal within this time period after paying all incurred cost and impoundment fees.

5.2 Any person who knowingly, intentionally or with criminal negligence violates a provision of this section shall be guilty of a misdemeanor punishable by a fine of not less than \$50.00 and not more than \$500.00. No portion of the fine imposed hereunder may be deferred, suspended or probated. Each day an animal is not produced for quarantine shall constitute a separate offense.

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Section 6 - Ownership of Dangerous Dog

6.1 Requirements for Ownership of Dangerous Dog:

- (a) Register the dangerous dog with the Val Verde County animal control officer. An annual fee of \$50.00 shall be collected by the animal control officer.
- (b) Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure, said enclosure to be approved by the animal control officer.
- (c) The owner of a dangerous dog must have the ability to obtain or show financial responsibility in the amount of at least \$100,000 to cover damages to property and person resulting from a dog attack.
- (d) Upon the third (3rd) occurrence of a bite involving the same dog, the dog may be confiscated and humanely killed without recourse by the owner.

6.2 Appeal of Notification of Ownership of a Dangerous Dog

- (a) If a person reports an incident involving a dangerous dog, the animal control officer shall make an initial investigation of the incident and if further investigation is warranted, the animal control officer shall take sworn statements in order to make a determination. The owner shall be notified of this determination.

5

If, after receiving sworn statements of any witnesses, the animal control officer determines the dog is dangerous, he or she shall notify the owner of that fact.

- (b) Within thirty days of being informed that the owner's dog is considered dangerous, an owner may appeal this decision to a Justice Court of competent jurisdiction. Further appeals may be pursued in the same manner as appeals for other civil cases.

6.3 Confiscation

Upon failure of an owner of a dangerous dog to timely meet the requirements placed on that owner by Section 822.042, Health and Safety Code and this order, or upon final adjudication by a court of competent jurisdiction of an unsuccessful appeal by the owner of the determination that the animal is a dangerous dog, whichever is later, the animal control officer or his or her designee shall confiscate the animal if it be found on public property or on private property where the officer has first obtained the permission of the property owner to enter. The animal control officer may also request the assistance of the county attorney or district attorney to obtain an injunction authorizing the officer or his or her designee to enter onto the premises of the owner to confiscate the animal.

The animal thus confiscated shall be sheltered by the animal control officer for a period of three working days to allow the owner to reclaim the animal upon satisfaction of the provisions of Health and Safety Code Section 822.042, 822.043 and this order. Upon failure of the owner to reclaim the animal during that period, the animal control officer may humanely destroy the animal without compensation to the owner. In addition to the fees required for registration of the animal, before returning the animal to the owner upon satisfaction of the above referenced provisions, the animal control officer may charge to the owner the expenses of any period of shelter offered the animal. The animal control officer may also request the assistance of the county attorney or district attorney to obtain restitution from the owner by civil suit for the expenses of any period of shelter offered the animal.

The animal control officer shall have no authority to confiscate any animal unless he or she has first delivered to the owner of the animal written notice of the determination that the animal is a dangerous dog, either in person or by certified mail, directed to the last known mailing address of the owner.

6.4 Penalty for Violation:

Any person who knowingly, intentionally or with criminal negligence violates a provision of this section shall be guilty of a misdemeanor punishable by a fine of not less than \$100.00 and not more than \$500.00. No portion of the fine imposed hereunder may be deferred, suspended or probated. Each day an animal is not produced for quarantine shall constitute a separate offense. If it be shown on trial that a person has been previously convicted under this section, punishment shall be by a fine of not less than \$150.00 and not more than \$500.00. If it be shown on trial that a person has been previously convicted two or more time under this section, punishment shall be by a fine of not less than \$200.00 and not

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more than \$500.00. Each day that a person owns a dangerous dog in violation of this section shall constitute a separate offense.

Section 7 - Interference with the Animal Control Officer

7.1 It shall be unlawful for any person to interfere with, molest, hinder, or prevent the animal control officer from the official discharge of the duties herein prescribed.

7.2 Penalty for Violation:

Any person who knowingly, intentionally or with criminal negligence violates a provision of this section shall be guilty of a misdemeanor punishable by a fine of not less than \$100.00 and not more than \$500.00. No portion of the fine imposed hereunder may be deferred, suspended or probated.

Section 8 - Creation, Supervision and Duties of Local Health Authority

8.1 The Commissioner's Court hereby appoints the animal control officer as the local health authority for purposes of rabies control.

8.2 Among other duties, the animal control officer acting as the designated local health authority shall enforce:

- (a) all state laws and the rules adopted by the Texas Department of Health establishing minimum standards for rabies control;
- (b) this order and all other promulgated by the County concerning rabies and animal control;
- (c) the rules adopted by the Texas Department of Health concerning area rabies quarantines.

8.3 **Records:** It shall be the duty of the animal control officer to maintain records which will track cases and funds in a manner to be approved by the Commissioner's Court for implementation of all provisions of this order. Quarterly reports shall be made to Commissioner's Court citing number and type of calls, actions, costs incurred, and fees or fines collected.

Section 9 - Licensing Requirements and Impoundment Fees

9.1 **Licensing:** The certificate of current rabies vaccination shall serve as license.

9.2 **Impoundment Fees:** An owner claiming an animal which has been impounded under this order shall pay, prior to the release of said animal, the following fees:

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VOL. 24 PAGE 427

	1st Offense	2nd Offense
Licensed and Neutered	\$15.00	\$30.00
Licensed and Not Neutered	\$30.00	\$50.00
Unlicensed and Neutered	\$30.00	\$50.00
Unlicensed and Not Neutered	\$50.00	\$75.00

In addition, costs of boarding the animal and vaccination expense, if applicable, together with any other costs incurred, will be due prior to release of the animal.

9.3 Penalty for Violation: Any person who knowingly, intentionally or with criminal negligence violates a provision of this section shall be guilty of a misdemeanor punishable by a fine of not less than \$30.00 and not more than \$500.00. No portion of the fine imposed hereunder may be deferred, suspended or probated.

Section 10 - General Provisions

10.1 Severance Clause: If any section, sentence, clause or phrase of this order is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this order.

10.2 Safety Clause: Commission's Court hereby finds, determines and declares that this order is necessary for the immediate preservation of the public peace, health and safety.

10.3 Repealer: All other orders and parts of the orders in conflict herein shall be repealed.

10.4 Municipal Ordinance to Supersede: The promulgation and establishment of these regulations by Val Verde County Commissioner's Court shall not prevent a corporate municipality within the county from establishing any rules and regulations to control animals within their corporate limits. Any such ordinance established by said corporate municipalities shall supersede the county order thereby preventing dual enforcement. This order will be enforced within the corporate limits of any municipality.

ORDER NO. 94-337:

Commissioner Qualia moved that the following be approved as members to the Empowerment Zone Committee;

Said motion was seconded by Commissioner Cody, and the motion prevailed by the following vote:

Ayes: Commissioners Qualia and Cody.

Noes: None.

Appointed members:

Arturo Gallegos, Commissioner Precinct 1

Robert V. Rodriguez, Commissioner Precinct 2

John P. Qualia, Commissioner Precinct 4

Ann Gault, Val Verde County Librarian, as a representative for Precinct No. 3

Bill Barnes, Administrative Assistant to the County Judge

#12

VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and **The Rotary Club of Del Rio, TX** ("Lessee") acting by and through **David Ortiz**, director for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on 06/27/2019 at 7:00 a.m. and end on 07/01/2019 at 7:00 p.m. This includes the delivery and retrieval of Lessee's equipment, livestock, etc. by Lessee to and from the Val Verde County Fairgrounds. The event days are as follows: Friday, June 28, 2019 and Saturday, June 29, 2019.
2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 06/27/19 and ending 07/1/19.
 - * Large Arena
 - * Concessions Stands
 - * Grand Stands
 - * Rest Rooms
 - * Parking Lot

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

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

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

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in acceptable condition and after Lessor's agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.
6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 06/27/2019. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessor shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities. Lessor is responsible of the cost of providing dumpsters.

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

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

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7a.m on 06/28/2019 through 06/28/2019 at 1a.m. Lessee shall coordinate with the Val Verde

County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.

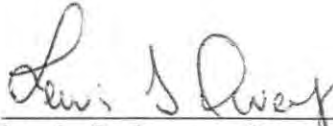
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.
12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

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

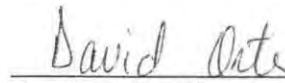
governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.
26. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED on this 20th day of March, 2019.



Lewis G. Owens , County Judge
On behalf of Val Verde County



David Ortiz, Director
On behalf of
The Rotary Club of Del Rio, TX

Presented to Val Verde Commissioners Court on 3, 20, 19 and made a part of the court's minutes.

COPY

#13

VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and **MBM Radio 3rd Annual BBQ Cook-off** ("Lessee") for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

- 1. Terms of Lease: This lease shall commence on 6-7-2019 & 6-8-2019 and end on 6-9-2019 at 11:59 PM for use of the office located at the Val Verde County Fairgrounds.
- 2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 6-7-19 and ending 6-9-2019:

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

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

- 3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of **\$200.00** per event day, payable when the contract is executed. In addition, a deposit in the amount of **\$500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
- 4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

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

- 5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in acceptable condition and after Lessor's agent has determined that all costs of utilities (or clean up fees as

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

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 6-6--2019. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

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

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

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on 6-7-19 through 6-9-2019 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any

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

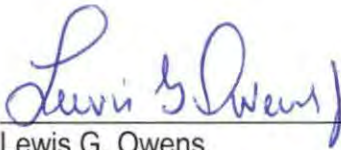
12. **INDEMNIFICATION:** LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES,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

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

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

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

EXECUTED in MULTIPLE ORIGINALS on this 20th day of March, 2019.



Lewis G. Owens
On behalf of Val Verde County



On behalf of MBM Radio
(Emilio Galindo)

Presented to Val Verde Commissioners Court on 3, 20, 19 and made a part of the court's minutes.

**A RESOLUTION SUPPORTING
HB 3099 INTRODUCED BY
TEXAS REPRESENTATIVE PONCHO NEVÁREZ
RELATING TO GROUNDWATER MANAGEMENT
AND RIVER AND SPRING FLOW**

WHEREAS, on March 20, 2019, the Val Verde County Commissioners Court met in regular session; and

WHEREAS, the Val Verde County Commissioners Court is desirous to support a bill that allows the Texas Water Development to set groundwater management and river and spring flow; and

WHEREAS, Val Verde County Commissioners Court finds that setting the river and spring flows for the Devils River, the Pecos River and San Felipe Springs would be in the best interest of the residents of Val Verde County, Texas; and

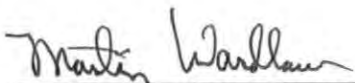
WHEREAS, Texas Representative Poncho Nevárez introduced HB 3099 to achieve the above stated goals of Val Verde County, Texas; and

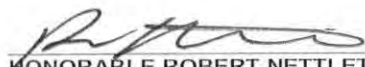
**NOW, THEREFORE, BE IT RESOLVED BY THE VAL VERDE COUNTY
COMMISSIONERS COURT:**

Section 1. The members of this honorable body, both individually and collectively, do hereby support HB 3099 relating to groundwater and spring flow.

Section 2. The County Clerk of this Commissioners Court shall transmit a copy of this Resolution to the Honorable Poncho Nevárez.

PASSED and APPROVED this 20th day March, 2019.


HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1

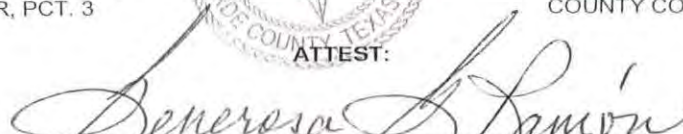

HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE LEWIS G. OWENS
COUNTY JUDGE




HONORABLE JUAN VASQUEZ
COUNTY COMMISSIONER, PCT. 2


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

ATTEST:

HONORABLE GENEROSA GRACIA RAMON
COUNTY CLERK

DIMS ORDER FORM

Order Form No.:	032020190807
Customer Name:	Val Verde County Drug Court
Project Name:	DIMS
Customer Contact:	Ismael Diaz
Datagain Contact:	Vivek Jha, (203) 514-1141, vivek@datagainservices.com
Order Form Date:	03/20/2019
Order Form Expiration Date:	06/19/2019

ONE TIME COST – Product Setup and Training

Item	Description	Line Amount
DIMS Configuration	System set-up configuration, data migration and end-user training. Invoice to be issued upon signing of this Order Form.	\$0
Customization		\$0
Total One Time Costs		\$0

YEARLY COST – DIMS Subscription Fees

- Annual Product Subscription License(s).
- Subscription dates (12-month duration),
- Unlimited User Licenses
- Limited for exclusive use by client

Dockets	Licensed (Yes/No)	Line Amount
Co-occurring Court		
DUI Court	Yes	\$ 1800
Adult Court		
Juvenile Court		
Mental Health Court		
Veteran's Court		
Family Drug Court		
Tribal Court		
Recovery Management		
MAT		
TOTAL		\$ 1800

PAYMENT TERMS:

- Payment terms are NET 30
- Yearly Invoice will be issued.

GENERAL NOTES:

- The pricing, discounts and inclusions shown in this Order Form are subject to revocation if a signed Order Form is not received by Datagain before the close of business on the Order Expiration Date set forth above.
- Purchased Services shall automatically renew at the end of the current term.
- Annual Subscription shall include software license, Hosting (Amazon Web Services), Reporting Licenses, Updates, Upgrades, Maintenance and Support as defined in the Master Subscription Agreement.
- Additional work or services requested, such as customizations, localization tasks or interoperability with third-party systems, shall be billed as Time & Materials (based on current-year hourly rate) and will require a separate Work Order.

By signing below, I represent that I am validly authorized to enter into this Order Form and related Master Subscription Agreement and accept their terms and conditions.

Datagain
Sign: 
Name: Vivek Jha
Title: Project Manager
Date: 03/20/2019

Client
Sign: 
Name: Lewis G. Owens Jr.
Title: County Judge
Date: 3/20/2019





Master Service Agreement

This MASTER SUBSCRIPTION AGREEMENT FOR DIMS, including all exhibits hereto (this “**Agreement**”), is made and entered into on 3/20, 2019 (“Effective Date”) by and between Datagain Inc. (“**Datagain**”) a New Jersey corporation having offices at 709 Mainsail Lane, Secaucus, New Jersey, USA and Val Verde County Drug Court (“**Client**”), a Drug Court having its principal place of business at Val Verde Count, TX

THIS MASTER SUBSCRIPTION AGREEMENT (“**AGREEMENT**”) GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

Where necessary, Datagain or Client is individually referred to as a “Party” and collectively as “Parties” in this Agreement.

NOW THEREFORE, the Parties intending to be legally bound agree as follows:

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Datagain Technology**” means all of the proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by Datagain in providing the Services;

“**Services**” means the products and services offered by Datagain and made available to Client via the customer login link and/or other web pages designated by Datagain.

“**Content**” means the documents, software, products and services contained or made available to Client in the course of using the Services that does not contain any Client information or data; “Content” exclude Non-Datagain Applications and content.

“**Non-Datagain Applications and Content**” means online and offline software products, services and content that are provided by entities or individuals other than Datagain and are clearly identified as such, and that interoperate with the Services with Datagain’s written consent.

“**Order Form**” means the documents for placing orders hereunder, which are entered into

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Master Service Agreement

between Client and Datagain from time to time. Order Form(s) shall be deemed incorporated herein by reference.

"**Purchased Services**" means Services that Client purchases under an Order Form, as distinguished from those provided pursuant to a free trial.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Users**" means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been ordered, and who have been supplied user identifications and passwords by Client (or by Datagain at Client request). Users include Client employees, consultants, contractors and agents, provided however, Datagain's competitors or vendors of complimentary products are not Users and may not access or view the Services without our express written consent.

"**Client Data**" means all electronic data or information submitted by Client to the Purchased Services.

2. SERVICES

2.1. Provision of Services. Datagain shall make the Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Datagain regarding future functionality or features. This does not include browser or device compatibility related upgrades and fixes.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

Datagain¹

3.1. License Grant. Datagain hereby grant's Client a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for Client's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by Datagain.

3.2. Restrictions. Client shall not permit third parties, without Datagain's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, Datagain Technology or the Content; or (iii) reverse engineer or access the Services in order to (a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services. A violation of this paragraph 3.2 shall be considered a material breach of the contract.

3.3. Our Responsibilities. Datagain shall: (i) provide basic support for the Services to Client including a) phone and email technical support, b) user guides and FAQs c) dedicated account manager (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which Datagain shall give Client written notice, or (b) any unavailability of the Services caused by circumstances beyond Datagain's reasonable control, (iii) provide the Services only in accordance with applicable laws and government regulations, and (iv) to comply in all respects with the applicable laws, codes, rules, regulations and decisions of any legislative, administrative or judicial body exercising any power or jurisdiction over any Services described in this Agreement. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

3.4. Protection of Client Data. Datagain shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data stored with Datagain's hosting vendor. We shall not (a) modify Client's Data, (b) disclose, provide, rent, or sell Client's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

3.5. Data Storage. Datagain will determine the locations of the data centers in which Client Data will be stored and accessible by Client Users.

3.6. Client Responsibilities. Client shall (i) be responsible for Users' compliance with

this Agreement, (ii) be responsible for the accuracy, quality and legality of Client's Data and of the means by which Client acquired the Data, (iii) if applicable to Client, maintain processes, controls and procedures to ensure Client Users compliance with statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify Datagain promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on Client's servers, and (vii) provide desktop computers and related software to operate the Services. Client shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Client is responsible for all activities undertaken by Client Users which result in unauthorized access to Client data.

3.7. Storage Limitations. There is no limit on the amount of data or documents Client may store in the Services.

4. NON-DATAGAIN APPLICATIONS AND CONTENT

4.1. Acquisition of Non-Datagain Applications and Content. Datagain may from time to time make available to Client third-party products or services, including but not limited to Non-Datagain Applications and Content, training and other consulting services. In no event shall Client be obligated to purchase any third-party products or services available from Datagain. Any acquisition by Client of such Non-Datagain Applications or Content, and any exchange of data between Client and any Non-Datagain provider, is solely between Client and the applicable Non-Datagain provider of such applications or content. Datagain does not warrant or support Non-Datagain Applications or Content, whether or not they are designated by Datagain as "certified" or otherwise, except as explicitly specified in an Order Form. Datagain has the authority to utilize and integrate other third party software into Datagain's product. No purchase of Non-Datagain Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.

5. FEES AND PAYMENT FOR SERVICES

5.1. Fees. Client shall pay all undisputed fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable.

5.2. Invoicing and Payment. Client will provide Datagain with a valid purchase order

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or alternative purchase confirmation document which is reasonably acceptable to Datagain. Datagain will issue Invoices in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due Net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information and notifying of any changes.

5.3. Suspension of Service. If any amount owed by Client under this or any other agreement for Datagain's services is sixty (60) or more days overdue, Datagain may suspend the Services until such amounts are paid in full. Datagain will give at least fifteen (15) days' prior notice that the account is overdue before suspending services.

5.4. Payment Disputes. Datagain shall not exercise the rights under Section 5.3 (Suspension of Service) if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.5. Taxes. Unless otherwise stated on the Order Form, Datagain's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with the purchases hereunder. Datagain is solely responsible for taxes assessable based on Datagain's income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Datagain alone (and the licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, Datagain Technology and Content. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services, Content, Datagain Technology or the Intellectual Property Rights owned by Datagain (or our licensors, where applicable.) The logo, and the product names associated with the Services are trademarks of Datagain, and no right or license is granted to Client to use them, except in training materials prepared by Client for internal use.

- 6.2. Client Data.** Subject to the limited rights granted by Client hereunder, Datagain acquires no right, title or interest from Client under this Agreement in or to Client Data, including any intellectual property rights therein.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

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Confidential Information shall include Client Data; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) was disclosed with written permission from the Disclosing Party to Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMERS

8.1. Warranties. Datagain warrants throughout the term of this Agreement that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the described workflows and functionalities (iii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of a warranty above, the exclusive remedy shall be for Datagain to re-perform the Services or terminate the Agreement as provided in Section 11 (Term and Termination).

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

9.1. Indemnification by Client. Client shall indemnify and hold Datagain, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred in connection with any claims, suit or other action by any third party against Datagain, arising as a result of Client's negligent use of the Datagain's Service or a breach of any of Client's obligations under this Agreement.

9.2. Indemnification by Datagain. Datagain shall indemnify and hold Client, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred arising from or related to Datagain's negligence in its performance of the Services, including any claims, suit or other action by any third party against Client alleging that Datagain's Service infringe such third party's intellectual property rights.

10. LIMITATION OF LIABILITY

10.1. EXCEPT FOR A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, DATAGAIN WILL NOT BE LIABLE FOR ANY LOSS RESULTING FROM SERVICE USER'S USE OR INABILITY TO USE DATAGAIN SERVICE EVEN IF DATAGAIN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR OBLIGATIONS UNDER INDEMNIFICATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT EXCEED TWO TIMES (2x) THE AGGREGATE OF ALL AMOUNTS PAID BY Client TO DATAGAIN IN THE SIX (6) MONTHS PRECEDING INITIATION OF SUCH CLAIM OR ACTION.

11. TERM AND TERMINATION

11.1. Term of Agreement. The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"). After the Initial Term this Agreement shall only renew for successive periods of one year each, upon advance notification of term end date by Datagain and confirmation of renewal by Client, at least thirty (30) days prior to end of the then current term.

11.2. Termination for Breach. Either party may terminate this Agreement for breach of any of the terms of this Agreement by the other party, if such breach is not cured or has

Datagain⁷

begun to cure by the other party within sixty (60) days of written notice by such party informing the other party of such breach.

11.3. Termination for Convenience. After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term.

11.4. Termination for Datagain Service Discontinuation. Datagain may terminate this Agreement upon written notice to Client in the event that Datagain discontinues the Service, provided that (i) Datagain shall issue the notice within one (1) month from the date of public announcement of such discontinuation of the Service; and (ii) Datagain shall, upon request by Client, continue to provide the Service to Client for a period up to 1 (one) year from the date of such notice.

11.5. Refund or Payment upon Termination. Upon any termination for cause by Client, Datagain shall refund any prepaid fees covering the remainder of the term of all subscriptions as of the date of the breach and such refund will be paid after the effective date of termination. In no event shall any termination relieve Client of the obligation to pay any undisputed fees payable to Datagain for the period prior to the effective date of termination.

11.6. Return of Client Data. Upon written request by Client on or before the effective date of the expiration of the subscriptions or any termination of the Services, Datagain will make available for download a file containing Client Data in a MS SQL database formatted file.

11.7. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of Your Data), 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Entire Agreement. This Agreement, including the attached exhibits, constitutes and contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.

12.2. Governing Law and Jurisdiction. This Agreement shall be governed by and construed strictly in accordance with the laws of the State of Delaware (excluding the rules governing conflict of laws). Any dispute arising out of or resulting from this Agreement shall be subject to the exclusive jurisdiction of courts in Delaware to the

exclusion of all other courts.

12.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.5. Amendment. No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.

12.6. Severability. If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly approximates to their intent in entering into this Agreement.

12.7. Assignment. Neither Party shall assign, lease, rent, delegate or otherwise transfer its licenses and other rights as well as duties under this Agreement except with the prior written consent of the non-assigning Party, which shall not be unreasonably withheld. Any assignment in derogation of this provision will be void.

12.8. Waiver. Any waiver of any obligation of the either party arising out of this Agreement shall not take effect unless agreed to in writing by both the parties to this Agreement.

12.9 Counterparts. This Agreement may be executed, either physically or electronically, in one or more counterparts, all of which shall be considered original and constituting one and the same agreement.

12.10. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed so as to confer any right, benefit or remedy upon any third party to this Agreement.

12.11. Interpretation. This Agreement has been independently negotiated between the parties. Accordingly, no provision of this Agreement shall be construed against one party by reason of such party being deemed the "author" of the Agreement. Section headings are not to be considered a part of this Agreement or to be a full and accurate description of the contents hereof. The terms of this Agreement shall be considered as confidential information of both the parties and both parties shall be bound to maintain the confidentiality of the terms of this Agreement.

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IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

#18

Datagain
Sign: 
Name: Vivek Jha
Title: Project Manager
Date: 03/20/2019

Client.
Sign: 
Name: Lewis G. Owens Jr.
Title: County Judge
Date: 3/20/2019



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Quote Number00004205

Account NameVal Verde County, TX

Total Hart Price\$22,125.00

#21

Item	Description	Unit Price	Quantity	Total Price
Poll Pad Software	Poll Pad software included at no charge		25	
Custom Carrying Case for Poll Pad and Printer	Case for Poll Pad and printer transport and storage	\$125.00	25	\$3,125.00
ePulse Live Connectivity	Software for networking Poll Pads	\$5,000.00	1	\$5,000.00
Poll Pad Stand		\$50.00	25	\$1,250.00
Poll Pad Stylus		\$2.50	50	\$125.00
Star Micronics Receipt Paper (50 Rolls)	Thermal printer paper for Poll Pad	\$125.00	2	\$250.00
Star Micronics TSP654II Direct Thermal Printer	Thermal printer for Poll Pad	\$350.00	25	\$8,750.00
Poll Pad Set-up and Delivery (Per Unit)	Poll Pad kitting, shipping, and handling	\$20.00	25	\$500.00
License and Support - Poll Pad	Annual Poll Pad license and support fee	\$125.00	25	\$3,125.00
Total Hart Price				\$22,125.00

Additional Products (Not Provided or Invoiced by Hart)

Item	Description	Unit Price	Quantity	Total Price
Apple iPad (32 GB)	Tablet for Poll Pad software; must be purchased from third party (recommended vendor is KNOWINK)	\$310.00	25	\$7,750.00
Verizon Jetpack Mobile Hotspot (Refurbished)	MiFi connection device for Poll Pad; must be purchased from third party	\$150.00	25	\$3,750.00
Estimated Additional Product Price				\$11,500.00
Estimated 1-Year Price				\$33,625.00

Estimated Annual Recurring Fees (Beginning Year 2)

Item	Description	Unit Price	Quantity	Total Price
License and Support - Poll Pad	Annual Poll Pad license and support fee	\$125.00	25	\$3,125.00
License and Support - ePulse Live Connectivity	Annual ePulse Live Connectivity license and support fee	\$1,000.00	1	\$1,000.00
Total Annual Poll Pad Fees				\$4,125.00

Bill To901 N Bedell Ave., Suite A
Del Rio, TX 78841-1267

Ship To400 Pecan St.
Del Rio, TX 78940

Customer Contact

Contact NameGenerosa Ramon

Emailgramon@valverdecounty.org

Phone(830) 774-7564

General Information

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Quote Number 00004205
Account Name Val Verde County, TX
Total Hart Price \$22,125.00

#21

Expiration Date 3/29/2019
Payment Terms Net 30

Instructions Please fax with signature to (512) 252-6923 or scan and email to tcervantes@hartic.com to order.

Terms and Conditions

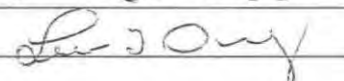
Webinar training online for Poll Pad is provided at no additional charge.
Subsequent Poll Pad License and Support will be billed annually. Hart reserves the right to change annual License and Support fees with the invoice serving as notice.
Pricing subject to inventory availability at time of quote execution and acceptance.
Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By Tony Cervantes
Signature 

Title Inside Sales Representative

Customer Approval

Name: LEWIS G OWENS JR
Customer Approval: 

Title: Val Verde County Judge
Date: 3-20-19

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#24

QUOTE CONFIRMATION



DEAR RAMIRO BARRERA,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KDSX807	10/16/2018	KDSX807	3005603	\$1,287.82

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell E1715S - E Series - LED monitor - 17"	4	3870931	\$133.18	\$532.72
Mfg. Part#: E1715S UNSPSC: 43211902 Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				
Dell E2318HN - LED monitor - Full HD (1080p) - 23"	5	4815156	\$123.52	\$617.60
Mfg. Part#: DELL-E2318HN UNSPSC: 43211902 Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				
StarTech.com HDMI to VGA Adapter Converter for Desktop / Laptop / Ultrabook	5	3017768	\$27.50	\$137.50
Mfg. Part#: HD2VGAE2 UNSPSC: 43201544 Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				

PURCHASER BILLING INFO		SUBTOTAL	\$1,287.82
Billing Address: VAL VERDE COUNTY ACCTS PAYABLE 901 N BEDELL AVE STE A DEL RIO, TX 78840-4170 Phone: (830) 774-7505 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$1,287.82
DELIVER TO		Please remit payments to:	
Shipping Address: VAL VERDE COUNTY RAMIRO BARRERA 901 N BEDELL AVE STE A DEL RIO, TX 78840-4170 Phone: (830) 774-7505 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	(866) 446-3728	carimen@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/dam/cdw/pdfs/CDW%20Terms%20and%20Conditions.pdf>
For more information, contact a CDW account manager

TAX NOTE 2011 6. - PCL-4.

RUSSELL TRUE VALUE
506 E. GIBBS
DEL RIO, TEXAS 78840
PHONE: (830) 775-3502

CASH

CUST # *5

EST #
DATE : 2/20/19
CLERK: MF
TERM # 552

EXP DATE: 2/21/19

TIME : 1:15

* QUOTE *

QUANTITY	UM	ITEM	DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
1	EA	944173	Cutoff Machine W/14"		1149.99 /EA	1,149.99
** ESTIMATE ** ESTIMATE **						
TAXABLE						1149.99
NON-TAXABLE						0.00
SUB-TOTAL						1149.99
TAX AMOUNT						94.87
TOTAL ESTIMATE						1244.86

#25

X _____
Received by

#29

#29

2018 SRP Programs/Attendance Review

2018 Rock & Read Summer Reading Program		
Total Programs	Program Name	Total Attendance
14	1st - 5th Grade SRP	600
7	YA (6 th - 12 th) SRP	101
26	Bots & Books	168
3	Breakout EDU	65
6	Free Play Friday	442
3	Tours	179
2	Field Day	33
2	Magic Show	374
2	Puppet Show	312
2	Reptile Show	436
1	SRP Party	58
68		2768

Book Logs on Readsquared.com

► <http://vvcl.readsquared.com/>

2018 Kids Reading Log Info

Dates: June 12th - August 1st

Registered readers: 143

Active reader accounts: 126

Books Read (1st - 5th grade): 2,555

11 readers completed 100 books read during the summer challenge

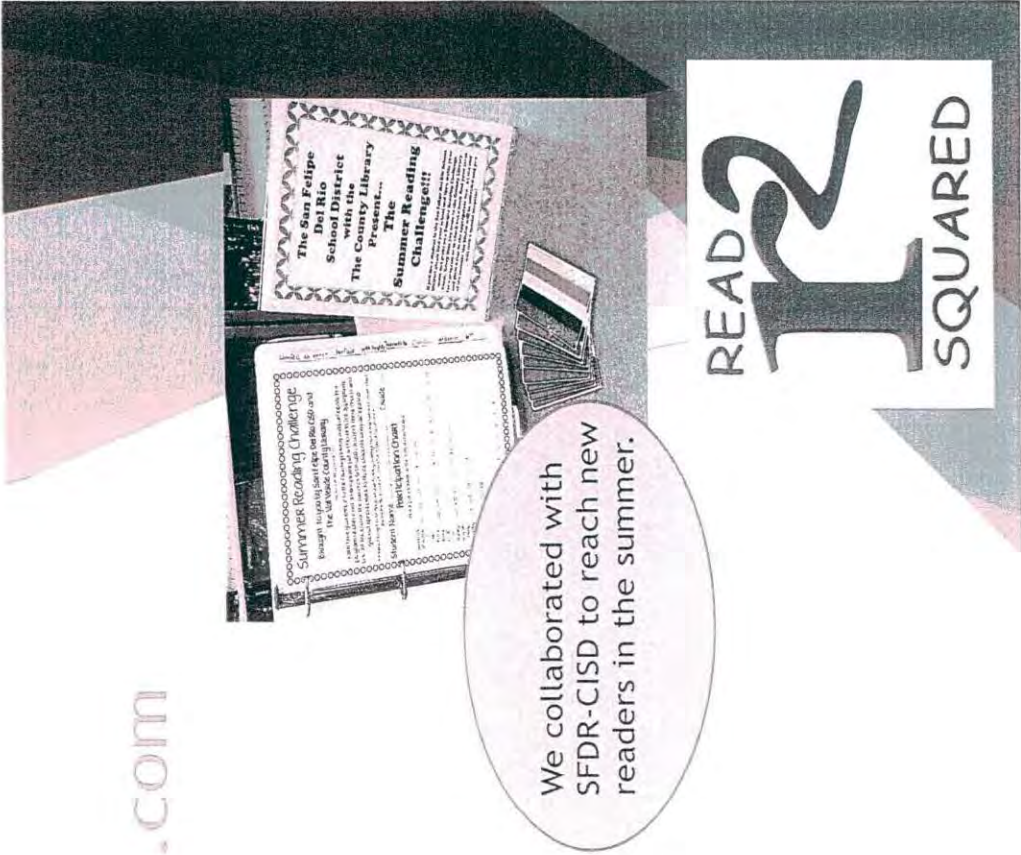
2018 YA Reading Log Info

Dates: June 11th - August 3rd

Registered readers: 62

Active reader accounts: 46

Minutes Read (6th - 12th grade): 41,036

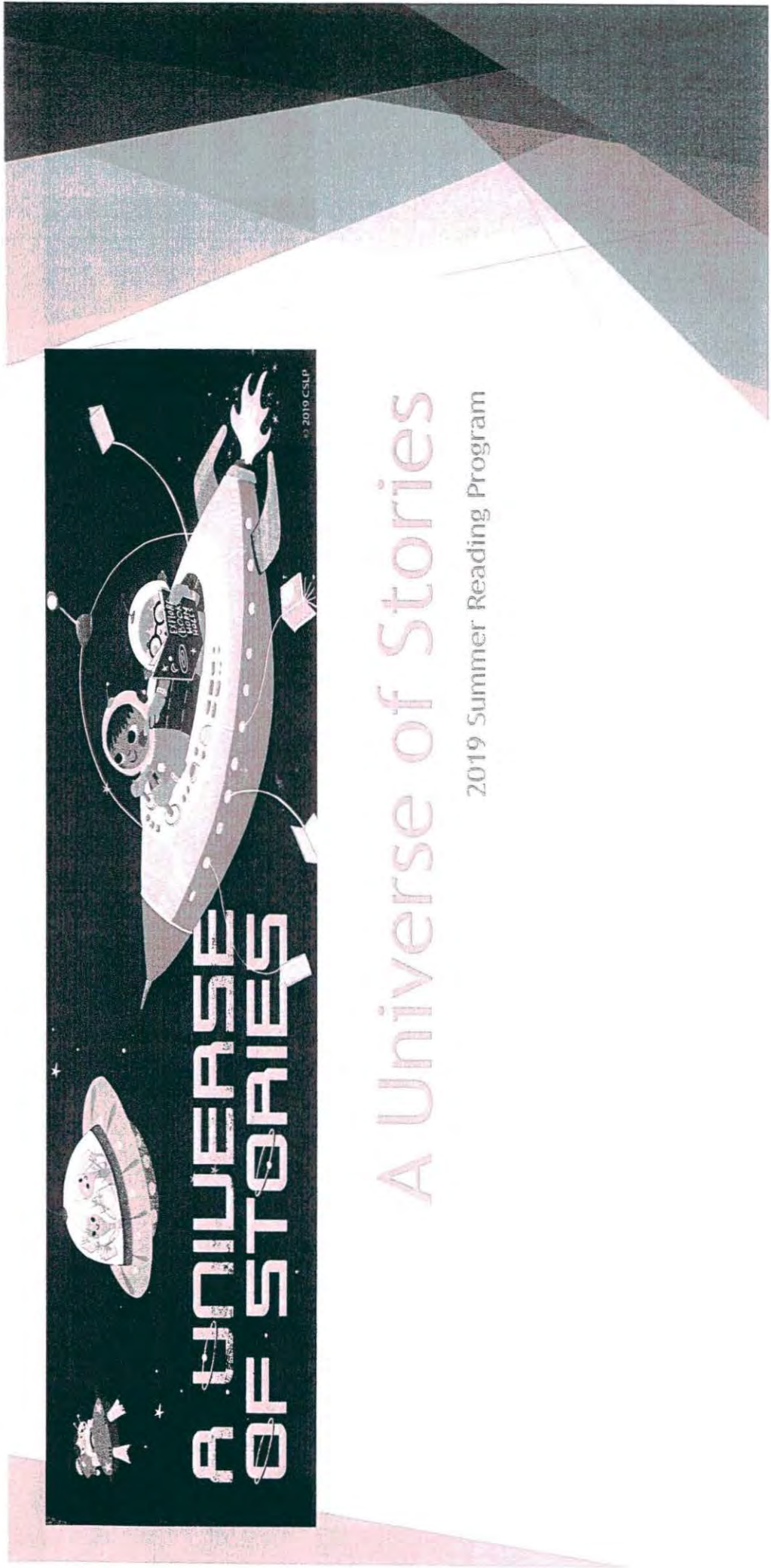


2018 Summer Reading Program



2018 Expenditures Review

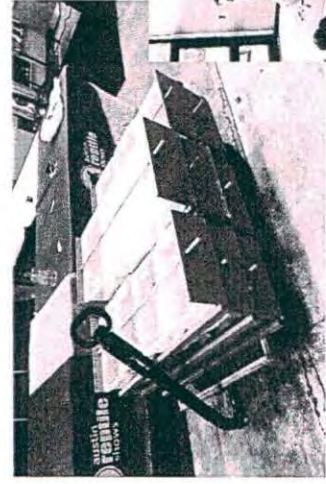
Date	Expenditure	Description	P.O. #	Total	Paid
1	Raymond Geddes	Kids Incentives	53972	\$228.28	Yes
2	Raymond Geddes	Kids Incentives	53972	\$53.25	Yes
3	Raymond Geddes	YA Supplies	53967	\$157.87	Yes
4	Lego Education	YA Robotics	53957	\$319.85	Yes
5	Discount School Supply	Kids Supplies	53974	\$1,350.83	Yes
6	Discount School Supply	Kids Supplies	53974	\$202.91	Yes
7	Oriental Trading	Kids Supplies	53977	\$237.57	Yes
8	Oriental Trading	Kids Incentives	53971	\$137.40	Yes
9	Discount School Supply	YA Supplies	53968	\$151.87	Yes
10	Oriental Trading	YA Incentives	53966	\$213.78	Yes
11	Kipp Bros. Novelty	Kids Incentives	53969	\$221.03	Yes
12	ProSource Specialties	Summer Shirts	53993	\$920.60	Yes
13	Oscar Munoz	Summer Performer	54015	\$500.00	Yes
14	Silly Sparkles	Summer Performer	54016	\$525.00	Yes
15	Austin Reptile Show	Summer Performer	54017	\$580.00	Yes
16	Wal-Mart	Kids Supplies	54429	\$54.56	Yes
17	Wal-Mart	Kids Supplies	54429	\$120.07	Yes
18	Wal-Mart	YA Supplies	54430	\$170.14	Yes
19	Wal-Mart	YA Supplies	54430	\$74.74	Yes
20	Domino's Pizza	Summer Party	55436	\$129.80	Yes
21	Wal-Mart	Summer Party	55470	247.74	Yes
22	Oriental Trading	YA Incentives	54705	\$79.82	Yes
23	Wal-Mart	Kids Supplies	55811	\$225.50	Yes
24	Wal-Mart	YA Supplies	55812	\$225.91	Yes
Beginning Balance					\$7,000.00
Total Spent					\$7,128.52
Balance					-\$128.52



2019 Children's/YA Programs

- " Art & Audiobooks Canvas Painting Class
- " 'Bots & Books Robotics
- " Breakout EDU
- " Free Play Friday
- " Lego Lab
- " Make & Take Hour
- " Move Your Noodle Fitness Hour
- " Story Time
- " This Ball of Yarn Finger Knitting Class

Austin Reptile Show Exhibit Show



2018 Attendance: 436

Monday, June 24th
(2 Exhibit Shows)
10:00 am - 12:00 pm
3:30 pm - 5:30 pm
*Reptiles 'Round the
World Display 16 (4 hrs.)
Total Payment: \$830.00

Mark Shelton Music & Drum Circle

Tuesday, July 16th

(1) Music Show

10:30 am - 11:30 am

(1) Drum Circle Workshop

(40 participants)

2:00 pm - 3:00 pm

Total Payment: \$685.00



Matt Tardy Stunt Juggler



2016
(1) Show
Attendance: 37
Val Verde Community Center
(Cienegas Road)
*make-up day for school

Monday, August 5th
2 Shows
10:30 am - 11:30 am
1:30 pm - 2:30 pm
Total Payment: \$800.00



2019 Summer Reading Program Est. Expenditures

- ▲ Free Play Fridays (Early Literacy) - \$1,164.93
- ▲ Children's Summer Reading Program - \$3,983.07
- ▲ YA Summer Reading Program - \$2,424.09
- ▲ Summer Reading Program Performers -\$2,315.00
- ▲ *Est. Grand Total - \$9,887.09*

#29

#31



NATIONAL BUSINESS
FURNITURE

Quote # QA361422 (v1)

National Business Furniture, LLC
770 South 70th Street Milwaukee, WI 53214
Phone (888) 252-5102 x3563 Fax (800) 329-9349

Ship-To Address cconstancio@districtattorney63rd.org

CINDY CONSTANCIO
VAL VERDE COUNTY
209 E LOSOYA ST
DEL RIO, TX 78840-5118
(830) 775-0505

Source: LD1558
Cat: 94-G
Cust#: BC7942

Bill-To Address cconstancio@districtattorney63rd.org

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
13336	1	Corner L Desk	American Mahogany	1-2 Wks	\$839.00	\$755.10	\$755.10
36298	1	Combination Storage Cabinet	American Mahogany	1-2 Wks	\$369.00	\$332.10	\$332.10
90886	1	Keyboard Tray	American Mahogany	1-2 Wks	\$59.00	\$53.10	\$53.10
	1	LIFETIME GUARANTEE			FREE		

Important Information:

DELIVERY LEVEL - TAILGATE DELIVERY, YOU WILL NEED PERSONNEL OR EQUIPMENT TO LOWER THE ITEMS FROM THE TRUCK AND BRING THEM INSIDE. PLEASE CONTACT US IF INSIDE DELIVERY IS REQUIRED

Price reflects quoted discount, valid for 30 days from 3/12/2019, exceptions may apply with pending US tariffs.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Merchandise	\$1,257.00
Total Discount	126.70
Merchandise Subtotal	1,140.30
Shipping & Handling	193.20
Subtotal	1,333.50
Total Tax	0.00

Customer PO#:	Quoted By: ALEXIA SILLAS Ext: 3563 On: 03/12/19	Page 1	Order Total	\$1,333.50
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#33

United States Marshals Service
Violent Offender Task Force - Memorandum of Understanding

Rev. 10/2018

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

Val Verde County Sheriff Office

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES:

Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state and local investigators assigned to the VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state and local investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT:

Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state and local investigators assigned to the VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency.

Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state and local investigators for exclusive use in support of the VOTF. If the investigator or agency is no longer a participating member of the VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Mission System. Statistics will be made available to any participating agency upon request.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:

Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active Fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE:

All members of the VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the VOTF and their parent agencies will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA:

Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District:

Western District of Texas

United States Marshal:

Print Name:

Susan Pamerleau

Signature:

Date:

Participant Agency:

Name:

Val Verde Sheriff Office

Phone:

(830) 774-7513

Location (City and State):

Del Rio, Texas

Participant Agency Representative(s):

Print Name and Title:

Joe Frank Martinez, Sheriff

Signature:

Date:

Assistant Director, Investigative Operations Division:

Print Name:

Jeff Tyler

Signature:

Date:



TREASURER'S REPORT

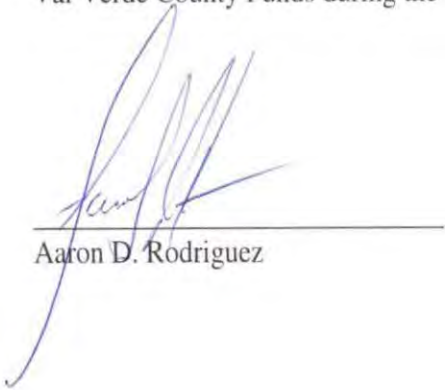
FEBRUARY 2019

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 FEBRUARY 2019.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 20th day of March, 2019.

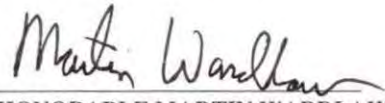


Lewis G. Owens, Jr., County Judge

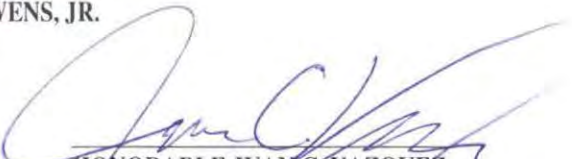
VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

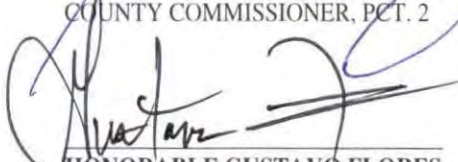
IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that March 20th, 2019 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for FEBRUARY 2019, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 20th day of March, 2019.


HONORABLE LEWIS G. OWENS, JR.
COUNTY JUDGE

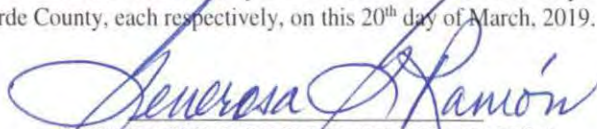

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE JUAN C. VAZQUEZ
COUNTY COMMISSIONER, PCT. 2


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by LEWIS G. OWENS, JR., County Judge and County Commissioners of Val Verde County, each respectively, on this 20th day of March, 2019.


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





Val Verde County, TX

Detail Report
Account Summary

Date Range: 02/01/2019 - 02/28/2019

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
1111-1111-00-11020	Cash - Del Rio Bank & Trust Westexan	8,746,270.69	908,429.49	8,691,227.02	7,782,797.53	9,654,700.18
1111-1111-00-11030	Cash - Texpool	1,149.00	2.18	2.18	0.00	1,151.18
1111-1111-00-11040	Cash - General Fund Texpool 2	1,287.83	2.25	2.25	0.00	1,290.08
	Total Fund: 1111 - General Fund:	8,748,707.52	908,433.92	8,691,231.45	7,782,797.53	9,657,141.44
Fund: 1133 - SL 179						
1133-1111-00-11160	Cash - SL79	155,159.34	17.86	17.86	0.00	155,177.20
	Total Fund: 1133 - SL 179:	155,159.34	17.86	17.86	0.00	155,177.20
Fund: 1134 - Library Construction						
1134-1111-00-21115	Cash - Library Construction	194,557.48	0.00	0.00	0.00	194,557.48
	Total Fund: 1134 - Library Construction:	194,557.48	0.00	0.00	0.00	194,557.48
Fund: 1166 - SF Pastures						
1166-1111-00-11150	Cash - San Felipe Pastures	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1166 - SF Pastures:	0.00	0.00	0.00	0.00	0.00
Fund: 1177 - Tax Note 2013						
1177-1111-00-11000	Cash - 2013 Tax Note	29,890.97	3.44	3.44	0.00	29,894.41
	Total Fund: 1177 - Tax Note 2013:	29,890.97	3.44	3.44	0.00	29,894.41
Fund: 1178 - Tax Note 2016						
1178-1111-00-11000	Cash - 2016 Tax Note	772,522.45	-140,529.35	3,534.98	144,064.33	631,993.10
	Total Fund: 1178 - Tax Note 2016:	772,522.45	-140,529.35	3,534.98	144,064.33	631,993.10
Fund: 1222 - Balance Road & Bridge						
1222-2222-00-11130	Cash - Road & Bridge Fund - Texas Community Bank	207,066.04	198,453.55	329,484.32	131,030.77	405,519.59
1222-2222-00-11140	Cash - Road & Bridge Texpool	828.69	1.41	1.41	0.00	830.10
	Total Fund: 1222 - Balance Road & Bridge:	207,894.73	198,454.96	329,485.73	131,030.77	406,349.69
Fund: 1333 - Interest & Sinking						
1333-3333-00-11070	Cash - Interest & Sinking Fund Bank & Trust	15,693.68	0.00	0.00	0.00	15,693.68
1333-3333-00-11071	Cash - Interest and Sinking Bank Trust Money M	0.00	0.00	0.00	0.00	0.00
1333-3333-00-11080	Cash - Interest & Sinking Fund Texas Community	1,018,796.55	-356,603.73	76,014.38	432,618.11	662,192.82
1333-3333-00-11090	Cash - Interest & Sinking Fund Texpool	4,273.79	7.85	7.85	0.00	4,281.64
1333-3333-00-11200	Cash - Interest & Sinking Fund CD	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	1,038,764.02	-356,595.88	76,022.23	432,618.11	682,168.14
Fund: 1444 - Payroll Clearing County						
1444-4444-00-11110	Cash - Payroll Clearing Bank & Trust	1,216,777.44	61,938.21	953,128.30	891,190.09	1,278,715.65
	Total Fund: 1444 - Payroll Clearing County:	1,216,777.44	61,938.21	953,128.30	891,190.09	1,278,715.65

Detail Report

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1555 - Law Library						
1555-1111-00-11170	Cash - Texas Community Bank Law Library	0.00	0.00	0.00	0.00	0.00
Total Fund: 1555 - Law Library:		0.00	0.00	0.00	0.00	0.00
Fund: 2666 - Grants						
2666-6666-00-21000	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21010	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21015	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21020	Cash - Help America Vote Act	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21030	Cash - HIDTA Amistad Intell 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21040	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21050	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21060	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21070	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21080	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	9,200.00	9,200.00	0.00
2666-6666-00-21090	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21100	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21110	Cash - Indigent Defense Grant	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21120	Cash - Local Border Security 2995203	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21130	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21131	Cash - Local Border Security 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21132	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21134	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21136	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21137	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21138	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
2666-6666-00-21140	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21150	Cash - Office of Justice Bullet Proof Vest	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21160	Cash - Southwest Border Prosecution Initiative	33,409.20	0.00	0.00	0.00	33,409.20
2666-6666-00-21170	Cash - Stonegarden 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21180	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21190	Cash - Border Prosecution 2537707	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21191	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21192	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21200	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21210	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21215	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21220	Cash - T.C.D.B.G. #713076	-2,181.25	0.00	6,750.00	6,750.00	-2,181.25
2666-6666-00-21230	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21240	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21245	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21250	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21253	Cash - DWI/Drug Court	-33.32	0.00	0.00	0.00	-33.32
2666-6666-00-21254	Cash - T.C.D.B.G. #7215499	0.40	0.00	0.00	0.00	0.40

Detail Report

Account		Date Range: 02/01/2019 - 02/28/2019				
Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21260	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21270	Cash - Texas Depart of Transportation Frontera Road	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21280	Cash - Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21290	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21296	Cash - Tx Dept Trans Infrastructure	-1,889.15	-2,648.91	0.00	2,648.91	-4,538.06
2666-6666-00-21298	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
2666-6666-00-21300	Cash - Non Reportable Grants	24,955.97	-1,210.59	298,346.01	299,556.60	23,745.38
2666-6666-00-21310	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21311	Cash - T.C.D.B.G #7216075	-17,006.63	2,213.46	175,675.79	173,462.33	-14,793.17
2666-6666-00-21312	Cash - NIBRS 3200601	0.00	0.00	0.00	0.00	0.00
Fund: 4121 - Val Verde County Auditors Special Account		1,889,255.25	-1,646.04	489,971.80	491,617.84	1,887,609.21
4121-1400-00-41000		15,505.03	803.50	70,470.44	69,666.94	16,308.53
Total Fund: 4121 - Val Verde County Auditors Special Account:		15,505.03	803.50	70,470.44	69,666.94	16,308.53
Fund: 4145 - Security Fees		0.00	0.00	0.00	0.00	0.00
4145-1111-00-41080		0.00	0.00	0.00	0.00	0.00
Total Fund: 4145 - Security Fees:		0.00	0.00	0.00	0.00	0.00
Grand Totals:		14,269,034.23	670,880.62	10,613,866.23	9,942,985.61	14,939,914.85

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	8,748,707.52	908,433.92	8,691,231.45	7,782,797.53	9,657,141.44
1133 - SL 179	155,159.34	17.86	17.86	0.00	155,177.20
1134 - Library Construction	194,557.48	0.00	0.00	0.00	194,557.48
1166 - SF Pastures	0.00	0.00	0.00	0.00	0.00
1177 - Tax Note 2013	29,890.97	3.44	3.44	0.00	29,894.41
1178 - Tax Note 2016	772,522.45	-140,529.35	3,534.98	144,064.33	631,993.10
1222 - Balance Road & Bridge	207,894.73	198,454.96	329,485.73	131,030.77	406,349.69
1333 - Interest & Sinking	1,038,764.02	-356,595.88	76,022.23	432,618.11	682,168.14
1444 - Payroll Clearing County	1,216,777.44	61,938.21	953,128.30	891,190.09	1,278,715.65
1555 - Law Library	0.00	0.00	0.00	0.00	0.00
2666 - Grants	1,889,255.25	-1,646.04	489,971.80	491,617.84	1,887,609.21
4121 - Val Verde County Auditors Special	15,505.03	803.50	70,470.44	69,666.94	16,308.53
4145 - Security Fees	0.00	0.00	0.00	0.00	0.00
Grand Total:	14,269,034.23	670,880.62	10,613,866.23	9,942,985.61	14,939,914.85

FUNDS FOR THE MONTH OF FEBRUARY 2019					
	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	136,929.92	28,803.34	17.51	0.00	\$165,750.77
TAX COLLECTORS / VIT ESCROW ACCOUNT	284,436.67	24,181.84	91.27	0.00	\$308,709.78
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	2,124,927.10	5,003,088.03	970.14	6,200,411.17	\$928,574.10
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	541,464.82	737,908.14	56.59	717,117.27	\$562,312.28
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	16,721.70	0.00	1.92	0.00	\$16,723.62
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	347,024.90	0.00	146.17	43,501.81	\$303,669.26
COUNTY CLERK RECORD ARCHIVE FUND	168,285.50	0.00	73.77	0.00	\$168,359.27
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	20,905.21	0.00	0.00	145.00	\$20,760.21
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	1,067.41	0.00	0.00	0.00	\$1,067.41
DISTRICT CLERK- COURT COST ACCOUNT	173,394.63	13,835.00	0.00	13,639.50	\$173,590.13
DISTRICT CLERK- REGISTRY FUND	565,207.08	3,017.09	0.00	0.00	\$568,224.17
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	\$71,586.56
BAIL SECURITY	38,638.67	0.00	16.93	0.00	\$38,655.60
WELFARE FUND - COUNTY JUDGE	16,710.26	95.00	7.11	0.00	\$16,812.37
TOTAL					\$3,409,823.08

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



Pool Information

Location: 78328
Val Verde County

TexPool

Average Monthly rate for February	2.3972%
Average Monthly Dividend Factor for February	0.000065677
Information as of	March 14, 2019
Daily Net Yield	2.4057%
Dividend Factor	0.000065909
7 Day Net Yield	2.40%
Daily Assets	\$23,644,800,903.19
Weighted Average Maturity	26 days
Weighted Average Life	81 days
NAV	0.99995

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

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

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

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

ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 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	09/30/18					\$1,140.31
MONTHLY INTEREST	10/31/18	10/31/18	\$1.00	\$2.17		\$1,142.48
MONTHLY INTEREST	11/30/18	11/30/18	\$1.00	\$2.10		\$1,144.58
MONTHLY INTEREST	12/31/18	12/31/18	\$1.00	\$2.18		\$1,146.76
MONTHLY INTEREST	01/31/19	01/31/19	\$1.00	\$2.23		\$1,148.99
MONTHLY INTEREST	2/28/2019	02/28/19	\$1.00	\$2.18		\$1,151.17
MONTHLY INTEREST	03/31/19					
MONTHLY INTEREST	04/30/19					
MONTHLY INTEREST	05/31/19					
MONTHLY INTEREST	06/30/19					
MONTHLY INTEREST	07/31/19					
MONTHLY INTEREST	08/31/19					
MONTHLY INTEREST	09/30/19					
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	09/30/18					\$1,278.09
MONTHLY INTEREST	10/31/18	10/31/18	\$1.00	\$2.34		\$1,280.43
MONTHLY INTEREST	11/30/18	11/30/18	\$1.00	\$2.40		\$1,282.83
MONTHLY INTEREST	12/31/18	12/31/18	\$1.00	\$2.49		\$1,285.32
MONTHLY INTEREST	01/31/19	01/31/19	\$1.00	\$2.52		\$1,287.84
MONTHLY INTEREST	02/28/19	02/28/19	\$1.00	\$2.25		\$1,290.09
MONTHLY INTEREST	03/31/19					
MONTHLY INTEREST	04/30/19					
MONTHLY INTEREST	05/31/19					
MONTHLY INTEREST	06/30/19					
MONTHLY INTEREST	07/31/19					
MONTHLY INTEREST	08/31/19					
MONTHLY INTEREST	09/30/19					

ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 2331000003					
	Acct Name: ROAD & BRIDGE FUND					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/18					\$822.49
MONTHLY INTEREST	10/31/18	10/31/18	\$1.00	\$1.55		\$824.04
MONTHLY INTEREST	11/30/18	11/30/18	\$1.00	\$1.50		\$825.54
MONTHLY INTEREST	12/31/18	12/31/18	\$1.00	\$1.56		\$827.10
MONTHLY INTEREST	01/31/19	01/31/19	\$1.00	\$1.59		\$828.69
MONTHLY INTEREST	02/28/19	02/28/19	\$1.00	\$1.41		\$830.10
MONTHLY INTEREST	03/31/19					
MONTHLY INTEREST	04/30/19					
MONTHLY INTEREST	05/31/19					
MONTHLY INTEREST	06/30/19					
MONTHLY INTEREST	07/31/19					
MONTHLY INTEREST	08/31/19					
MONTHLY INTEREST	09/30/19					
ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 2331000004					
	Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/18					\$4,241.32
MONTHLY INTEREST	10/31/18	10/31/18	\$1.00	\$7.75		\$4,249.07
MONTHLY INTEREST	11/30/18	11/30/18	\$1.00	\$7.74		\$4,256.81
MONTHLY INTEREST	12/31/18	12/31/18	\$1.00	\$8.27		\$4,265.08
MONTHLY INTEREST	01/31/19	01/31/19	\$1.00	\$8.71		\$4,273.79
MONTHLY INTEREST	02/28/19	02/28/19	\$1.00	\$7.85		\$4,281.64
MONTHLY INTEREST	03/31/19					
MONTHLY INTEREST	04/30/19					
MONTHLY INTEREST	05/31/19					
MONTHLY INTEREST	06/30/19					
MONTHLY INTEREST	07/31/19					
MONTHLY INTEREST	08/31/19					
MONTHLY INTEREST	09/30/19					



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Welcome to Texas CLASS

We believe you have made a sound financial decision in choosing the Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS). We look forward to being your trusted provider and are excited to connect with you to make your investment process a positive, easy experience.

Texas CLASS is a short-term, highly liquid investment program, designed specifically for public-sector funds. It provides the opportunity to invest funds on a cooperative basis in short-term investments, which are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

This packet contains all of the materials necessary to set up your Texas CLASS account(s). If you have any questions about the registration process or about your Texas CLASS account(s) please do not hesitate to contact us. The Texas CLASS Client Service team can be reached by phone toll-free at 800-707-6242 or by email at clientservices@texasclass.com. The Texas CLASS Team can be reached any business day, 8:30am to 4:30pm Central Time.

Thank you for choosing Texas CLASS!

Sincerely,

The Texas CLASS Board of Trustees



Registration Procedures

To join Texas CLASS, please complete the following:

- 1) Read the Trust Agreement (you may access a copy from the Document Center on www.texasclass.com)
- 2) Pass the resolution authorizing participation in Texas CLASS (page 3 and 4)
- 3) Adopt the Trust Agreement by signing Exhibit D (page 5)
- 4) Complete the Entity Registration (page 6)
- 5) Complete the Authorized Contacts Form (page 7)
- 6) Complete the Account to be Established form; you may open as many accounts as you wish (page 8)
- 7) Keep the original forms for your records and send the completed packet to the Texas CLASS Client Service Team by fax 855-848-9910 or by email clientservices@texasclass.com

Questions, please contact us; we would love to hear from you:

Texas CLASS Client Service Team
T 800-707-6242
clientservices@texasclass.com

Resolution to Participate

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the "Act"), requires the governing body of each local government in this State to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the Board of Trustees (the "Governing Body") of the VAL VERDE COUNTY (the "Local Government") has previously reviewed and adopted an investment policy (the "Policy") that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed AARON D. RODRIGUEZ (the "Investment Officer") to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated December, 2016 (the "Information Statement"), of Texas Cooperative Liquid Assets Securities System, an investment pool administered by Public Trust Advisors, LLC, (the "Program"), which sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy, and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Seventh Amended and Restated Trust Agreement dated as of August 5, 2016 (the "Trust Agreement"), which provides the terms on which the Program will operate and the rights of the participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC, as the administrator of the Program (the "Administrator"), and of Wells Fargo Bank as custodian (the "Custodian");



NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

That the form, terms and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program participants and the duties and responsibilities of the Administrator, be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government, a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved, that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy, and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

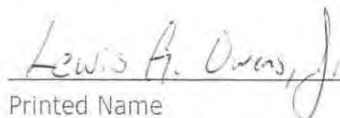
Resolved, that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved, that the Governing Body hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting, and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

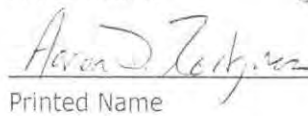
Resolved, that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered and directed from time to time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper; and be it further

Resolved, that this Resolution shall take effect and be in full force and effect upon and after its passage.

 3-20-19
Authorized Signature Date


Printed Name


Authorized Signature Date


Printed Name

717 17th Street, Suite 1850
Denver, Colorado 80202

T 855-707-6242
F 855-848-9910

clientservices@texasclass.com
www.texasclass.com

Exhibit D – Participation Certificate

The undersigned VAL VERDE COUNTY (the "Local Government") does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Seventh Amended and Restated Trust Agreement (the "Agreement") dated as of August 5, 2016 by and between the Participants, Wells Fargo Bank, as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that AARON D. RODRIGUEZ (the "Investment Officer") is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, in order for it to participate in the Trust created by the Agreement.

<u>VAL VERDE COUNTY</u>		
Entity Name		
		
Signature	Date	<u>VAL VERDE COUNTY TREASURER</u>
		Title

Accepted by Administrator (to be completed by Texas CLASS):

_____ Signature	_____ Date	_____ Title
--------------------	---------------	----------------



Trust Registration

Entity Information

Entity Name (Participant) VAL VERDE COUNTY

Entity Type: City/Town County School District Special District Other (Specify)

Mailing Address PO BOX 4339

City DEL RIO Zip 78841 County VAL VERDE

Tax ID 74-6000673 Fiscal Year (Month/Day)

The COUNTY OF VAL VERDE (the "Local Government") hereby wishes to invest in the following portfolio:

- Texas CLASS
- Texas CLASS Government
- Both

Texas CLASS is hereby authorized to honor any telephone, faxed or electronic request, believed to be authentic, for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying Texas CLASS of any changes to its account.

Banking Information

Bank Name THE BANK & TRUST Bank Routing Number (ABA) 114901370

Account Title GENERAL FUND Account Number 3929396

Bank Contact TWANA BILLEAUDEAU Contact's Phone Number 830-774-2555

Additional Banking Information (Optional)

Bank Name Bank Routing Number (ABA)

Account Title Account Number

Bank Contact Contact's Phone Number



Authorized Contacts

Key Contact and Authorized Signer

☒ Mr. ☐ Ms. <u>AARON D. RODRIGUEZ</u>	<u>VAL VERDE COUNTY TREASURER</u>
Print First and Last Name	Title
	<u>830-774-7587</u>
Signature Required	Phone
<u>ARODRIGUEZ@VALVERDECOUNTY.TEXAS.GOV</u>	<u>830-775-4768</u>
Email	Fax

Permissions (must check one)

☐ Authorized Signer to Move Funds*

Email Notifications

☒ Monthly Statements

☒ Transaction Confirmations

Online Account

☒ Online User Access

Additional Contact (Optional)

☐ Mr. ☒ Ms. <u>MARIA C. LOPEZ</u>	<u>ASST. COUNTY TREASURER</u>
Print First and Last Name	Title
	<u>830-774-7587</u>
Signature (required if Authorized Signer)	Phone
<u>MLOPEZ@VALVERDECOUNTY.TEXAS.GOV</u>	<u>830-775-4768</u>
Email	Fax

Permissions (must check one)

☐ Authorized Signer to Move Funds*

☒ Read Only Access

Email Notifications

☒ Monthly Statements

☒ Transaction Confirmations

Online Account

☒ Online User Access

Additional Contact (Optional)

☒ Mr. ☐ Ms. <u>MATTHEW WEINGARDT</u>	<u>COUNTY AUDITOR</u>
Print First and Last Name	Title
	<u>830-774-7584</u>
Signature (required if Authorized Signer)	Phone
<u>MWEINGARDT@VALVERDECOUNTY.GOV</u>	
Email	Fax

Permissions (must check one)

☐ Authorized Signer to Move Funds*

☒ Read Only Access

Email Notifications

☒ Monthly Statements

☒ Transaction Confirmations

Online Account

☒ Online User Access



Accounts to be Established

Entity Name: VAL VERDE COUNTY

Texas CLASS Accounts

Desired Subaccount Name(s)*:

(To be completed by Participant)

Texas CLASS Government Accounts

Desired Subaccount Name(s)*:

(To be completed by Participant)

*Name must be limited to 30 characters.



VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Lewis G. Owens, Jr., County Judge
Martin Wardlaw, Comm. Pct. 1
Juan C. Vazquez, Comm. Pct. 2
Robert Nettleton, Comm. Pct. 3
Gustavo Flores, Comm. Pct. 4

From: Juanita Barrera, HR Director

Date: March 13, 2019

Subject: Workers Compensation Coverage – Election Workers

During the preparation of the workers compensation actual payroll audit for the end of December 31, 2018 we added the election workers to the report and was contact by TAC regarding this position. I informed them that now we have to add election workers to our payroll and in the system, they were set up as clerical employees'. Our workers compensation representative from the Underwriters & Member Services, Ms. Blanca Prado advised us we had to present it to Commissioners Court to add the Class Code 88110-Election Workers to our elected coverages. The cost would be \$76.



VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Lewis G. Owens, County Judge
Commissioner Wardlaw, Pct. 1
Commissioner Vazquez, Pct. 2
Commissioner Nettleton, Pct. 3
Commissioner Flores, Pct. 4

From: Juanita Barrera, HR Director

Date: March 13, 2019

Subject: Policy Manual Changes

Attached for your review and approval is the revised section of the Policy Manual which is listed as 2.17 Travel. The Policy Manual Committee is requested to make a change to paragraph 5 of the travel policy to change the amount of \$275.00 to \$380.00 as listed below:

Current Wording:

The Maximum daily allowance for hotel room per day is \$150.00 (before taxes). If the host hotel for the conference or seminar is greater than \$150, then the rate being charged would be approved. Only during Legislation Session, the Maximum daily allowance for hotel room per day in Austin, Tx. And Washington DC will be \$275.00 (before taxes). These expenses will be paid with the County issued credit card.

Proposed Change:

The maximum daily allowance for a hotel room is \$150 (before taxes) except as provided below. However, if the host hotel for the conference or seminar exceeds the rate of \$150 daily, then the daily rate for the host hotel applies. In the event travel to Austin, Texas and Washington D.C. occurs during a legislative session, the maximum daily allowance for a hotel room is \$380 (before taxes). Any exceptions to this policy must be approved prior to traveling by the commissioner's court. These expenses will be paid with the County issued credit card.

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VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

#41

To: Lewis G. Owens Jr., County Judge

From: Juanita Barrera, HR Director

Date: March 11, 2019

Subject: **AGENDA ITEMS FOR MARCH 2019**

Listed below are several personnel matters which need to be part of the upcoming March agenda for HR reporting period from March 6, 2019 through March 19, 2019.

- A. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Kevin Van Hoozier, Telecommunications Opr., with a salary of \$38,264.91, effective March 8, 2019. Mr. Van Hoozier has been demoted from Communications Supervisor.
- B. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Brianna Marrujo, Telecommunications Supervisor, with a salary of \$34,349.31, effective March 8, 2019. Ms. Marrujo has been promoted to fill the position left by the demotion of Mr. Van Hoozier.
- C. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Edgar Perez, Fairgrounds/Facilities Manager, with a salary of \$55,000.00, effective March 11, 2019. Mr. Perez pay will be increased to \$61,662.47 after completion of six months. Mr. Perez is filling in a newly created position.
- D. Juan C. Vazquez, Commissioner Pct. 1, requesting the issuance of checks to Daniel Flores, Lt. Equip. Opr. with a salary of \$24,207.23, effective March 11, 2019. Mr. Flores is replacing Ruben Robles who was terminated.
- E. Michael Bagley, District Attorney, requesting the issuance of checks to Gerald A. Garver, 2nd Assistant District Attorney, with a salary of \$90,000.00, effective April 1, 2019. County portion of salary is \$70,500.00, the DA supplemental account is \$15,071.68 and the DA asset forfeiture account is \$4,428.32. Mr. Garver is replacing William Parham who resigned.
- F. Lewis G. Owens, County Judge, requesting to stop the issuance of checks to Jim Bob Barrera, Justice of the Peace Pct. 1, effective March 22, 2019. Mr. Barrera is retiring.