COMMISSIONER'S COURT MINUTES
JANUARY 22, REGULAR TERM, A.D. 2020

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

BE IT REMEMBERED that on this the 22nd day of JANUARY A.D. 2020 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 Vazquez, 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	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-011	N	F		Motion to		O,W,V,N,F		
				Approve as				
				presented.				

5. Citizen's Comments.

1) NONE
2)
3)

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 COMMISSTIONERS COURT:

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

QUORUM

___V__ COUNTY JUDGE
___TG_ Judge's Staff
___YR__ Judge's Staff
___V__ COMM. PRCT# 1
___V__ COMM. PRCT# 2
___V__ COMM. PRCT# 3
___V__ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

___V__ COUNTY ATTY
___S_COUNTY ATTY STAFF
_____ COUNTY ATTY
_____ DISTRICT CLERK
___V___ IT
___V__ SHERIFF
_____SHERIFF'S STAFF
___V__ AUDITOR
___V___TREASURER
_____ PURCHASING
___V____ HR
___V__TAX COLLECTOR
___V__RISK MGMT
___V__FIRE DEPT
_____ EMERGENCY MGMT
_V__JP #1 Constable #1____
___ JP #2 Constable #2____
___JP #3 Constable #3__V__
_V_JP #4 Constable #4__V__
__V____ OTHER
ENG., MR. ESSER, MR. BOND, DA STAFF, MR. SANCHEZ-PURCHASING

6. Subdivision plats.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-012	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				
				Dolan Creek Ranch Subdivision				

7. Certificates of compliance.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NONE				

8. Monthly reports from elected officials.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-013	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

9. Approval of bills.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-014	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

Adrian Bitela, County Veterans Service Officer

10. Update on the status of the Traveling Vietnam Wall (The Wall Heals Del Rio) taking place on March 5th – 8th, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NO ACTION TAKEN.				

Carlos Velarde, County Engineer

11. Requesting funds for ink and paper for Plotter.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-015	N	V		Motion to add $2500 to County		O,W,V,N,F		
				Engineering out of contingency.				

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

Aaron D. Rodriguez, County Treasurer

12. Treasurer's Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NO ACTION TAKEN.				

Matthew Weingardt, County Auditor

13. Auditor's Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-016	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

14. Contract for iDocket Professional Service Agreement, software licenses and maintenance plan $3,000.00 a year for a monthly Support Fee of $250.00 for 63rd Judicial District Court.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-017	N	F		Motion to Approve as presented,		O,W,V,N,F		
				taking what is left in tech fund and				
				balance from contingency fund.				

Rogelio R. Musquiz Jr., Tax Assessor Collector

15. Update on Voter Registration Activities for upcoming Election.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				DISCUSSION ONLY,				
				NO ACTION TAKEN.				

Lewis G. Owens, Jr., County Judge

16. Update on Animal Control Facility.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				DISCUSSION ONLY,				
				NO ACTION TAKEN.				

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

17. Budget amendment in adding a deputy for Animal Control.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-018	N	F		Motion to add a deputy position		O,W,V,N,F		
				for animal control in the Sheriff's				
				office in an entry level position				
				at $36,000 to come out of the				
				General Payroll fund.				

18. Hot Tax Funds for FRC, Robotics Tournament set for March 2020 "First in Texas", requesting $7,500.00.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-019	N	V		Motion to approve		O,W,V,N,F		
				as presented.				

19. Hot Tax money for Airshow Military Affairs.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-020	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

20. Add a member to Amistad Zoning.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-021	V	W		Motion to Approve and appoint		O,W,V,N,F		
				Richard Hernandez.				

21. Purchase property on 509 E. Gibbs and 510 Converse Street at a cost of $220,000 plus closing cost money to come out of Contingency.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-022	V	N		Motion to Approve, purchase		O,V,N,F		W
				the property as presented,				

22. Set aside $65,000 for flooring and painting at 509 E. Gibbs Street.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-023	V	N		Motion to Approve		O,W,V,N,F		
				as presented.				

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

23. Accept Portable building as a donation to the county.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-024	N	F		Motion to Approve as presented.		O,W,V,N,F		

24. Set aside $35,000 to move portable building to the fairgrounds.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-025	N	F		Motion to approve.		O,W,V,N,F		

25. Pledge in the amount of $2,500 for Industry Cluster Study from Middle Rio Grande Workforce Solution.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-026	F	V		Motion to approve to come out of		O,W,V,N,F		
				Judge's budget.				

26. Permit the use of the county library by the Middle Rio Grande Development Council MRGDC to host information services to the elderly, their family members and caregivers.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-027	V	W		Motion to Approve as presented.		O,W,V,N,F		

27. Consideration and approval for the payment of $43,218.96 to Dannenbaum Engineering Corporation for completing new set of plans on Frontera Road Project for re-advertising and re-bidding. Initial estimate was for $95,937.84.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-028	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

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

28. Requesting qualifications for professional services (RFQ) associated with preparing various grant applications and subsequent program management if an award is made regarding available funding streams for 2020/2021, and appoint committee to score proposals.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-029	N	F		Motion to Approve		O,W,V,N,F		
				and appoint committee to include				
			N	purchasing agent, auditor, Tom	F			
				Garcia.				

29. Start process to accept an additional $1million dollars from Self Help Center.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-030	N	V		Motion to Approve		O,W,V,N,F		
				as approved.				

30. Requesting for Payment No. 11 under SHC Contract No. 7217013 in the amount of $56,890.28 and authorize County Judge and County Auditor to sign request, Public Services Draw Checklist and Residential Rehabilitation Draw Checklist.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-031	N	F		Motion to Approve as presented.		O,W,V,N,F		

Robert "Beau" Nettleton, County Commissioner Pct. 3

31. Allowing employee payroll deduction for property taxes.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-032	N	F		(For Discussion) Motion to look		O,W,V,N,F		
				at payroll deduction and see how				
				many people would be interested				
				in it and for HR to study and come				
				up with a number.				

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

32. Setting aside funds for concrete at the "Laughlin Road".

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-033	N	W		Motion to set aside $20,000		O,W,V,N,F		
				out of contingency.				

Martin Wardlaw, County Commissioner Pct. 1

33. Approval of the naming of the roads in the San Felipe Cemetery.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-034	W	N		Motion to Approve		O,W,V,N,F		
				as presented.				

Joe Frank Martinez, County Sheriff

34. Authorization to sign the FY 2019-20 Close-Out form USM-607A.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-035	N	V		Motion to approve		O,W,V,N,F		
				sending back $4,700 unused funds.				

35. Present 2019 Racial Profiling Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NO ACTION TAKEN.				
				Presentation only.				

Guillermo Sanchez, County Purchasing Agent

36. Assign county travel card and purchase card for Purchasing Agent Guillermo Sanchez.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-036	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

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

37. Approval for Val Verde County to advertise and conduct a live auction for surplus items located at 508 Griner St. Del Rio, TX.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-037	N	F		Motion to Approve		O,W,V,N,F		
			N	Amend motive to send letter	F			
				saying what last day is.				

38. Declare the following items as surplus property for proper disposition. Disposition may, but not be limited to be auctioned, reassigned, recycled, and or destroyed:

a. 1991 Ford F-700 Vin# 1FDNF70J4MB124053 Precinct #3
b. 1996 Ford F-700 Vin# CAT0416DEBFP14385 Precinct #3
c. Load King 2030-Belly Dump 12296 Precinct #2
d. Forklift FCG10N2 3250316 Precinct #2
e. Mate Belly Dump Precinct #2

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-038	N	F		Motion to Approve and on items		O,W,V,N,F		
				A and B set reserve of $4500.				

39. Authorization to purchase an AED (Automated External Defibrillator) for the County Library at a cost of $1,366.00 payable out of the Library Expansion Fund.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-039	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

40. Capital purchase of a 20' +5' with Mega Ramp Gooseneck Trailer by precinct #3 payable out of their capital outlay account.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-040	N	F		Motion to Approve		O,W,V,N,F		
				as presented				

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

41. Approval for Wi-Fi device (Hot Spot) for Precinct 3 Foreman Jamie Roman.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-041	N	F		Motion to Approve to		O,W,V,N,F		
				come out of utility maintenance.				

42. Authorization to purchase a computer for the District Attorney's office for a price of $3,896.65 to be paid partly from the Computer Refresh Program and partly from the District Attorney's office supplies budget.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-042	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

43. Approval to purchase a replacement Ice Machine for the Fairgrounds for the estimated cost $6,657.00 to be paid out of Fairgrounds General Fund.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-043	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

Edgar Perez, County Fairgrounds Manager

44. Approval:

- Lease Agreement between VVC & Del Rio Little League

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-044	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

- Lease Agreement between VVC & George Paul Memorial Bull Riding

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-045	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

- Lease Agreement between VVC & The Rotary of Del Rio, TX

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-046	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

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

45. Approval of the final draft for the Fairgrounds Stall Use Agreement and provide effective date.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-047	W	V		Motion to Approve as presented,		O,W,V,F	N	
				Comm. Nettleton felt fees are too				
				low. Mr. Murdoch spoke on behalf				
				Of the fairgrounds committee. Jill				
				Broyles spoke as a renter of stalls.				

46. Approval to purchase grill guards & linex for the four new service trucks. Expense to be paid from the Parks & Building Maintenance Capital Outlay fund in the amount of $6,391.60.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-048	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

Jerry Rust, Fire Chief

47. Approval of Burn Ban for three months due to extreme dry conditions in the county.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-049	W	V		Motion to Approve and to be		O,W,V,N,F		
				placed on website and sent to				
				Texas A&M Forestry Service.				

David Bond, County Librarian

48. Approval to apply for a grant from the National Network of Libraries of Medicine for up to $1,329.22. This grant would help fund health-related items for Library Patrons.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-050	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

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

49. Approval to accept a check donation in the amount of $1,000.00 from Linda Harwood Talley in honor of Mrs. Toby Harwood. On Monday, January 6, 2020 the Grants Committee approved the acceptance of this donation.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-051	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

Ramiro G. Barrera, IT Director

50. Renewal of Maintenance / Support for VLA VMWARE Production SNS VSPHERE 6 Essentials Plus Kit ($3,237.99 for 3 Hosts) ($1,079.33 ea. Host)

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-052	N	F		Motion to Approve and to be paid		O,W,V,N,F		
				out of computer maintenance.				

Juanita Barrera, HR Director

51. Authorization for County Judge to sign the Enrollment form for all County Employees & Elected Officials for the State-Mandated Cybersecurity Course.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-053	N	F		Motion to authorize the Judge to		O,W,V,N,F		
				sign.				

52. Human Resources Monthly Report from January 9, 2020 through January 22, 2020.

A. Ana Markowski-Smith, County Attorney, requesting to stop the issuance of checks to Jessica Shawver-Savino, Inter-Assistant County Attorney, effective January 3, 2020. Ms. Savino temporary status has ended.

B. Pat Cole, JP Pct. 3, requesting to stop the issuance of checks to Erika Hernandez, Deputy Clerk, effective January 6, 2020. Ms. Hernandez has been terminated.

C. Pat Cole, JP Pct. 3, requesting the issuance of checks to Jacqueline Flores, Deputy Clerk, with a salary of $24,550.00 effective January 21, 2020. Ms. Flores is replacing Erika Hernandez.

D. Rogelio Musquiz, Tax Assessor-Collector, requesting the issuance of checks to Melinda Hernandez, Temporary Clerk, with a salary of $10/hr. effective January 6, 2020. Ms. Hernandez is filling in a temporary position.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-054	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

Ana Markowski Smith, County Attorney

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

53. Closed session consultation pursuant to Texas Government Code:

A. §551.071(2), attorney/client privilege

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

EXECUTIVE SESSION: ____v____ §551.071(2) ___v___ §551.071) _____ 551.072 _____
OTHER _____ BEGAN @ 10:37 AM _____ ENDED @ 11:12 AM _____ BREAK @ _____
RESUMED @ ____ ACTION AFTER EX: NO ACTION TAKEN

54. Commissioners' comments. Commissioner Vazquez will be looking into all the issues with the Jap Lowe area on the trash and meeting with the City especially with the illegal dumping.

55. County Judge's comments. None

56. Adjourn. 11:15 A.M

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

The foregoing, recorded in Volume **56**, pages **376-482**, inclusive, was on this the 5th day of February A.D. 2019 20, read and is hereby **APPROVED**.

Respectfully submitted,

Lewis G Owens

LEWIS G. OWENS JR, COUNTY JUDGE
VAL VERDE COUNTY, TEXAS

ATTEST:

Generosa G Ramón

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

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

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

VOL. 56 PG. 388

County of Val Verde

Lewis G. Owens Jr.
County Judge

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

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

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

January 22, 2020 at 9:00 a.m.

1. Call to order.
2. Determining that a quorum is present.
3. Reciting the pledge of allegiance.
4. Approving and/or amending 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:

6. Subdivision plats.
7. Certificates of compliance.
8. Monthly reports from elected officials.
9. Approval of bills.

Adrian Bitela, County Veterans Service Officer

10. Update on the status of the Traveling Vietnam Wall (The Wall Heals Del Rio) taking place on March 5th – 8th, 2020.

Carlos Velarde, County Engineer

11. Requesting funds for ink and paper for Plotter.

Aaron D. Rodriguez, County Treasurer

12. Treasurer's Report.

Matthew Weingardt, County Auditor

13. Auditor's Report.

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Rogelio R. Musquiz Jr., Tax Assessor Collector

15. Update on Voter Registration Activities for up coming Election.

Lewis G. Owens, Jr., County Judge

16. Update on Animal Control Facility.

17. Budget amendment in adding a deputy for Animal Control.

18. Hot Tax Funds for FRC, Robotics Tournament set for March 2020 "First in Texas", requesting $7,500.00.

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22. Set aside $65,000 for flooring and painting at 509 E. Gibbs Street.

23. Accept Portable building as a donation to the county.

24. Set aside $35,000 to move portable building to the fairgrounds.

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26. Permit the use of the county library by the Middle Rio Grande Development Council MRGDC to host information services to the elderly, their family members and caregivers.

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30. Requesting for Payment No. 11 under SHC Contract No. 7217013 in the amount of $56,890.28 and authorize County Judge and County Auditor to sign request, Public Services Draw Checklist and Residential Rehabilitation Draw Checklist.

Robert "Beau" Nettleton, County Commissioner Pct. 3

31. Allowing employee payroll deduction for property taxes.

32. Setting aside funds for concrete at the "Laughlin Road".

Martin Wardlaw, County Commissioner Pct. 1

33. Approval of the naming of the roads in the San Felipe Cemetery.

Joe Frank Martinez, County Sheriff

34. Authorization to sign the FY 2019-20 Close-Out form USM-607A.

35. Present 2019 Racial Profiling Report.

Guillermo Sanchez, County Purchasing Agent

36. Assign county travel card and purchase card for Purchasing Agent Guillermo Sanchez.

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b.	1996 Ford F-700	Vin# CAT0416DEBFP14385	Precinct #3
c.	Load King 2030-Belly Dump	12296	Precinct #2
d.	Forklift FCG10N2	3250316	Precinct #2
e.	Mate Belly Dump		Precinct #2

39. Authorization to purchase an AED (Automated External Defibrillator) for the County Library at a cost of $1,366.00 payable out of the Library Expansion Fund.

40. Capital purchase of a 20' +5' with Mega Ramp Gooseneck Trailer by precinct #3 payable out of their capital outlay account.

41. Approval for Wi-Fi device (Hot Spot) for Precinct 3 Foreman Jamie Roman.

42. Authorization to purchase a computer for the District Attorney's office for a price of $3,896.65 to be paid partly from the Computer Refresh Program and partly from the District Attorney's office supplies budget.

43. Approval to purchase a replacement Ice Machine for the Fairgrounds for the estimated cost $6,657.00 to be paid out of Fairgrounds General Fund.

Edgar Perez, County Fairgrounds Manager

44. Approval:
- Lease Agreement between VVC & Del Rio Little League
- Lease Agreement between VVC & George Paul Memorial Bull Riding
- Lease Agreement between VVC & The Rotary of Del Rio, TX

45. Approval of the final draft for the Fairgrounds Stall Use Agreement and provide effective date.

46. Approval to purchase grill guards & linex for the four new service trucks. Expense to be paid from the Parks & Building Maintenance Capital Outlay fund in the amount of $6,391.60.

Jerry Rust, Fire Chief

47. Approval of Burn Ban for three months due to extreme dry conditions in the county.

David Bond, County Librarian

48. Approval to apply for a grant from the National Network of Libraries of Medicine for up to $1,329.22. This grant would help fund health-related items for Library Patrons.

49. Approval to accept a check donation in the amount of $1,000.00 from Linda Harwood Talley in honor of Mrs. Toby Harwood. On Monday, January 6, 2020 the Grants Committee approved the acceptance of this donation.

Ramiro G. Barrera, IT Director

50. Renewal of Maintenance / Support for VLA VMWARE Production SNS VSPHERE 6 Essentials Plus Kit ($3,237.99 for 3 Hosts) ($1,079.33 ea. Host)

Juanita Barrera, HR Director

51. Authorization for County Judge to sign the Enrollment form for all County Employees & Elected Officials for the State-Mandated Cybersecurity Course.

52. Human Resources Monthly Report from January 9, 2020 through January 22, 2020.

A. Ana Markowski-Smith, County Attorney, requesting to stop the issuance of checks to Jessica Shawver-Savino, Inter-Assistant County Attorney, effective January 3, 2020. Ms. Savino temporary status has ended.

B. Pat Cole, JP Pct. 3, requesting to stop the issuance of checks to Erika Hernandez, Deputy Clerk, effective January 6, 2020. Ms. Hernandez has been terminated.

C. Pat Cole, JP Pct. 3, requesting the issuance of checks to Jacqueline Flores, Deputy Clerk, with a salary of $24,550.00 effective January 21, 2020. Ms. Flores is replacing Erika Hernandez.

D. Rogelio Musquiz, Tax Assessor-Collector, requesting the issuance of checks to Melinda Hernandez, Temporary Clerk, with a salary of $10/hr. effective January 6, 2020. Ms. Hernandez is filling in a temporary position.

Ana Markowski Smith, County Attorney

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

53. Closed session consultation pursuant to Texas Government Code:

A. §551.071(2), attorney/client privilege

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.

54. Commissioners' comments.

55. County Judge's comments.

56. Adjourn.

Our next Regular Commissioners Court Meeting will be **February 5, 2020** @ 9:00 a.m.; **Agenda Items are due Thursday, January 30, 2020 @ 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 FRIDAY, JANUARY 17, 2020: AT 4:10 AM/PM

FILED
2020 JAN 17 P 4:10
GENEROSA "CHATA" RAMON
VAL VERDE COUNTY CLERK
BY _____ DEPUTY

CERTIFICATE

I, the undersigned County Clerk, do hereby certify that the above ***AGENDA/NOTICE/ADDENDUM*** of the Val Verde County Commissioner's Court is a true and correct copy of the ***AGENDA/NOTICE/ADDENDUM*** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 17 day of January, 2020, at 4:10 o'clock p. m. and said ***AGENDA/NOTICE/ADDENDUM*** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

Generosa G Ramón

Generosa Gracia-Ramon
Val Verde County Clerk

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#14

iDocket.com, LLC - Professional Services Agreement
Quartz - Judges Bench System
County of Val Verde – 63rd Judicial District

Project Description

The purpose of this contract is to provide the county of Val Verde, Texas, a license to utilize the Quartz - Judges Bench software system from iDocket.com assisting the Judge in providing better services for their office.

This software package (Quartz – Judges Bench) will allow the Judge's office to provide superior software management allowing the court to move towards a paperless environment.

Parties

This agreement is between iDocket.com, LLC, hereinafter referred to as "iDocket," a Texas Limited Liability Company, whose offices are located at 447 Hickory, Hereford, Texas 79045; and;

Enrique Fernandez, solely in his capacity as 63rd Judicial District Judge of Val Verde County, Texas and not in his individual capacity, hereinafter referred to as Judge, whose address is 100 East Broadway, 2nd Floor, Del Rio, Texas, 78840.

Term

This agreement shall commence upon signature of all parties and shall remain in full force and effect for a period of one (1) year. This agreement will automatically renew annually unless either party notifies the other with at least 30 days notice of its intent to not renew this agreement.

Services and Products provided by iDocket

Software: iDocket agrees to provide software (Quartz – Judges Bench) allowing an area for private notes for judges/coordinators, electronically sign documents and send back to the clerk automatically, create templates for easy form creation that pulls data from the system, search related cases, improve reliability of related cases by merging persons with multiple cases, and easy access to any day's court docket and related information from the Class Act screen.

Hardware: The Judge's Office will provide PCs and networking hardware for their office needs. The PCs will include an acceptable operating system on PCs utilizing the Quartz – Judges Bench software. The Judge is responsible for all computer hardware and the hardware maintenance.

Implementation: iDocket will install the software in the Judge's Office. The installation process will include training and verification. Training will include demonstrating the features of the software to staff, providing instructions on the use of the software and answering questions about its use. Verification of the new applications will include integrity of newly entered data and functionality of the software.

Software Maintenance and Upgrades: iDocket shall provide maintenance for the software provided under this agreement stipulated under the **Costs** section contained herein. Software Maintenance also includes any software updates made to the software. Judge agrees to allow

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iDocket to maintain the current release of software to ensure the latest enhancements and a uniform level of software for support. iDocket will coordinate and be responsible for the implementation of software upgrades.

Quality of Services

The software as provided by iDocket.com is designed for maximum uptime and stability. There may be times, however, when the system becomes unusable for a short period of time. In the event of a system problem, the Judge or designated staff is responsible for contacting iDocket support with all relevant information to the problem. The iDocket technical support will respond to problems in a timely manner, and will make a good faith effort to repair the problems as quickly as possible.

Services Provided by the Judge

Installation: If requested by iDocket, the Judge agrees to provide a staff member during the installation and conversion process for verification of the integrity of the software. Duties of the staff person may include, but are not limited to, specifying data content and location of data on current system, verifying the accuracy of case information as displayed by the new software and providing work flow details on managing current information, i.e. what information is entered at each stage of data entry.

Costs

Software License and Maintenance: The Judge agrees to pay iDocket a monthly support fee of two-hundred fifty dollars ($250.00)/ $3,000 per year for the Quartz - Judges Bench Software. Changes to support fees will be announced at least ninety days prior to the end of contract year with proper notice to the Judge's office.

Hardware: A PC will be designated as the "server" upon which the software database and any images will reside. The departments are responsible for hardware and hardware maintenance agreements. There are no hardware costs associated with this contract.

Use of Work Product

iDocket shall own the software, retaining all copyright and patent rights with respect to programs developed under this agreement.

Confidential Information

iDocket shall hold in trust for the Judge, and shall not disclose to any nonparty to the Agreement, any confidential information of the Judge's Department.

iDocket hereby acknowledges that during the performance of this contract, iDocket may learn or receive confidential Judge Office information and therefore iDocket hereby confirms that all such information relating to the Judge's business will be kept confidential by iDocket, except to the extent that such information is required to be divulged to the iDocket clerical or support staff or associates in order to enable iDocket to perform contractual obligations. Acceptance of this Agreement in no way limits or restricts the scope of services iDocket is able to perform outside this Agreement.

Termination of Agreement

Either party may terminate this agreement with written notice to the address stated herein in the event that either party fails to perform its obligations as stated within the above **Quality of Services** Provision. No such notice of termination shall be given, however, unless the party in default has been given prior written notice of its default and has failed to cure said default within ninety (90) days of notice.

The Judge can terminate this agreement by giving notice with at least thirty days prior notice to the anniversary of the agreement to not renew this agreement for another annual term. Upon termination of this agreement, 1) the Judge agrees to not use the software; and 2) iDocket agrees to provide the Judge with all their digital information (data) including document images on an electronic media in a standard industry format.

Disputes

Any disputes between the parties related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation cost equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Limited Warranty

iDocket warrants to the Judge's Office and County of Val Verde that the material, analysis, data, programs, and services to be delivered or rendered under this agreement will be of the kind and quality designated and will be performed by qualified personnel. iDocket makes no other warranties whether written, oral or implied, including without limitation warranty or fitness for purpose of merchantability. In no event shall iDocket be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to iDocket in advance or could have been reasonably foreseen by iDocket.

Applicable Law

iDocket shall comply with all applicable laws in performing Services stipulated in the agreement, but shall be held harmless for violations of any government procurement regulation to which it may be subject but to which reference is not made. This Agreement shall be construed in accordance with the laws of the State of Texas.

Complete Agreement

This agreement embodies the entire understanding of the parties in relation to the design, development, implementation, support, and maintenance of the Quartz - Judges Bench System Judge's software package.

Assignment

Either party may not assign this Agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

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Notices

Notices to iDocket shall be sent to:

Armando Balderrama, CEO
iDocket.com, LLC
P.O. Box 31023
Amarillo, TX 79120.

Notices to the Judge shall be sent to:

Hon. Enrique Fernandez, Judge
63rd Judicial District
100 East Broadway, 2nd Floor
Del Rio, Texas

In witness whereof, the parties have signed this agreement.

This contract contains a binding arbitration provision, which may be enforced by the parties.

County of Val Verde

Lewis G Owens 1-27-20

Judge Lewis G. Owens
Val Verde County Judge

Date

Amelia Balderrama 1-28-20

Amelia Balderrama
iDocket.com

Date

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WA No. 2

INITIAL

EXHIBIT D
SUMMARY OF DETAILED FEE SCHEDULE
WA NO. 2

#27

FRONTERA ROAD ~ FROM LOOP 239 (DEL RIO INTERNATIONAL PORT OF ENTRY) TO LIONEL MARTINEZ BLVD ~ 2.6 Miles
PRIME: Dannenbaum Engineering Corporation
SPECIAL SERVICES - RE-BID PHASE

NO. OF DWGS	SHEET	BASIC SERVICES TASK DESCRIPTION	Project Manager	Senior Engineer	Engineer	Senior Designer	CADD Operator/Tech	Clerical	Total Labor Hrs.	Task Cost
		RE-BID PHASE								
		FC 164 - ADMINISTRATION								
		BID PHASE MANAGEMENT	46	24		8		16	94	$ 23,441.28
		PREPARATION OF INVOICES AND PROGRESS REPORTS	1	2				16	19	$ 2,025.36
		COORDINATE WORK AND SCHEDULE WITH COUNTY AND TXDOT	12	8					20	$ 5,985.60
		PROVIDE BIDDERS WITH ELECTRONIC FILES FOR CROSS SECTIONS AND EARTHWORK CALCULATIONS	2			12			14	$ 2,310.72
		PROVIDE TXDOT/COUNTY WITH RESPONSES TO INQUIRIES AND CONTENT OF ADDENDUMS	8	8		6		8	30	$ 6,124.80
		PROVIDE COUNTY WITH CD'S, FLASH DRIVES	1			4		1	6	$ 950.04
		RESPOND TO CONTRACTOR QUESTIONS	16	16					34	$ 9,945.84
		PROCESS REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATIONS FROM BIDDERS	6	16				4	26	$ 6,500.64
		PROVIDE COUNTY WITH BID TABULATIONS/COST COMPARISONS TO BID PRICES FOR MAJOR ITEMS	4	4		12			20	$ 4,022.88
		RECOMMEND AWARD OF CONTRACT	2						2	$ 640.32
		SUB-TOTAL - FC 164 - ADMINISTRATION	**98**	**80**	**0**	**42**	**0**	**45**	**265**	**$ 61,947.48**
		FC 160 - REVISE EXISTING PLAN SHEETS								
1	1	REVISE TITLE SHEET					2		2	$ 222.72
2	2 - 3	2 - REVISE INDEX OF SHEETS					2		2	$ 222.72
4	4 - 7	4 - PROJECT LAYOUT							0	$ -
2	8 - 9	2 - REVISE TCP TYPICAL SECTIONS			4	1	8		13	$ 1,726.08
6	10 - 15	6 - REVISE TCP LAYOUTS			4	4	12		20	$ 2,589.12
1	16 - 16	1 - REVISE SUMMARY OF TRAFFIC CONTROL QUANTITIES			2	2	6		10	$ 1,294.56
24	17 - 40	24 - REVISE GENERAL NOTES			2	4			6	$ 904.80
1	41 - 41	1 - REVISE TCP GENERAL NOTES			2	4			6	$ 904.80
1	42 - 42	1 - REVISE CULVERT CONSTRUCTION CLOSURE PLAN SHEET			2	4	8		14	$ 1,795.68
1	43 - 43	1 - REVISE CULVERT WORK TCP LAYOUT			2	4	12		18	$ 2,241.12
2	44 - 45	2 - REVISE PROPOSAL SHEETS 9 & 14A				1	2		3	$ 361.92
1	46 - 46	1 - SHEET 7 (PROPOSED TYPICAL SECTIONS SHEET 1 OF 3)					1		1	$ 111.36
1	47 - 47	1 - SHEET 8 (PROPOSED TYPICAL SECTIONS SHEET 2 OF 3)					1		1	$ 111.36
1	48 - 48	1 - SHEET 9 (PROPOSED TYPICAL SECTIONS SHEET 3 OF 3)					1		1	$ 111.36
1	49 - 49	1 - SHEET 9C (GENERAL NOTES)					1		1	$ 111.36
1	50 - 50	1 - SHEET 9D (GENERAL NOTES)					1		1	$ 111.36
1	51 - 51	1 - SHEET 9E (GENERAL NOTES)					1		1	$ 111.36
1	52 - 52	1 - SHEET 9G (GENERAL NOTES)					1		1	$ 111.36
1	53 - 53	1 - SHEET 10A (ESTIMATED SUMMARY)					1		1	$ 111.36
1	54 - 54	1 - SHEET 12 (SUMMARY OF ROADWAY)					1		1	$ 111.36

EXHIBIT D
SUMMARY OF DETAILED FEE SCHEDULE
WA NO. 2

FRONTERA ROAD ~ FROM LOOP 239 (DEL RIO INTERNATIONAL PORT OF ENTRY) TO LIONEL MARTINEZ BLVD ~ 2.6 Miles

PRIME: Dannenbaum Engineering Corporation

SPECIAL SERVICES - RE-BID PHASE

NO. OF DWGS	SHEET	BASIC SERVICES TASK DESCRIPTION	Project Manager	Senior Engineer	Engineer	Senior Designer	CADD Operator/Tech	Clerical	Total Labor Hrs.	Task Cost
1	55 - 55	1 - SHEET 13 (SUMMARY OF EARTHWORK)					1		1	$ 111.36
1	56 - 56	1 - SHEET 14 (SUMMARY OF DRIVEWAYS)					1		1	$ 111.36
1	57 - 57	1 - SHEET 124 (PLAN AND PROFILE)					1		1	$ 111.36
8	58 - 65	8 - SHEETS 125 THRU 132 (PLAN AND PROFILE)					8		8	$ 890.88
1	66 - 66	1 - SHEET 133 (PLAN AND PROFILE)					2		2	$ 222.72
5	67 - 71	5 - SHEETS 134 THRU 138 (PLAN AND PROFILE)					2		2	$ 222.72
5	72 - 76	5 - SHEETS 141 THRU 145 (PLAN AND PROFILE)					2		2	$ 222.72
2	77 - 78	2 - SHEETS 139 & 140 (PLAN AND PROFILE)					2		2	$ 222.72
1	79 - 79	1 - SHEET 146 (PLAN AND PROFILE)					2		2	$ 222.72
1	80 - 80	1 - SHEET 171 (MISCELLANEOUS					2		2	$ 222.72
10	81 - 90	10 - MAKE FINAL PLAN/PROPOSAL REVISIONS ADDRESSING TXDOT/COUNTY COMMENTS	4	8		16	24		52	$ 8,324.16
0	91 - 90	0 - QC/QA - 100% RE-SUBMITTAL	4	12	22				38	$ 8,324.16
90		**SUB-TOTAL - FC 160 - REVISE EXISTING PLAN SHEETS**	**8**	**20**	**40**	**40**	**108**	**0**	**216**	**$ 32,476.36**
		SUBTOTAL DANNENBAUM BASIC SERVICES	**106**	**100**	**40**	**82**	**108**	**45**	**481**	**$ 94,422.84**
		TOTAL DIRECT EXPENSES (FROM BELOW)								**$ 1,515.00**
		TOTAL DANNENBAUM BASIC SERVICES & DIRECT EXPENSES								**$ 95,937.84**
		HOURS SUB-TOTALS	106	100	40	82	108	45	481	
		LABOR RATE PER HOUR	$ 320.16	$ 267.96	$ 174.00	$ 139.20	$ 111.36	$ 73.08		
		DIRECT LABOR COSTS	$ 33,936.96	$ 26,796.00	$ 6,960.00	$ 11,414.40	$ 12,026.88	$ 3,288.60	$ 94,422.84	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	35.94%	28.38%	7.37%	12.09%	12.74%	3.48%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	22.04%	20.79%	8.32%	17.05%	22.45%	9.36%	100.00%	
		DIRECT EXPENSES	UNIT	UNIT PRICE	QTY					**AMOUNT**
		REPRO - (CHECK PLOTS & Plan SETS to CONTRACTORS) X 15 SETS	EA	$ 1.00	1350					$ 1,350.00
		AIRFARE - $188 X 2 PERSON X 6 MEETINGS	Person	$ 280.00						$ -
		CAR RENTAL - $85 / TRIP X 1 TRIP	Trip	$ 85.00	1					$ 85.00
		PER DIEM - $100 /NIGHT STAY X 2 PERSON X 4 NIGHT ($75 hotel/$25 meals)	Night Stay	$ 100.00						$ -
		DELIVERY SERVICES - $20 / PACKAGE X 4 PACKAGES	Package	$ 20.00	4					$ 80.00
		TOTAL DIRECT EXPENSES								**$ 1,515.00**

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Work Authorization No. 2

Revised

EXHIBIT D2
SUMMARY OF DETAILED FEE SCHEDULE
WA NO. 2

#27

Contract No. CSJ: 0922-11-032

FRONTERA ROAD ~ FROM LOOP 239 (DEL RIO INTERNATIONAL PORT OF ENTRY) TO LIONEL MARTINEZ BLVD ~ 2.6 Miles

PRIME: Dannenbaum Engineering Corporation

SPECIAL SERVICES - RE-BID PHASE

NO. OF DWGS	SHEET	BASIC SERVICES TASK DESCRIPTION	Project Manager	Senior Engineer	Engineer	Senior Designer	CADD Operator/Tech	Clerical	Total Labor Hrs.	Task Cost
		RE-BID PHASE								
		FC 190 - RE-BID PHASE SERVICES								
		BID PHASE MANAGEMENT	30	16		5		11	62	$ 15,392.04
		PROVIDE BIDDERS WITH ELECTRONIC FILES FOR CROSS SECTIONS AND EARTHWORK CALCULATIONS	2			12			14	$ 2,310.72
		SUB-TOTAL - FC 190 - RE-BID PHASE SERVICES	**32**	**16**	**0**	**17**	**0**	**11**	**76**	**$ 17,702.76**
		FC 190 - BID PHASE SERVICES (REVISE EXISTING PLAN SHEETS)								
1	1	REVISE TITLE SHEET					2		2	$ 222.72
2	2 - 3	2 - REVISE INDEX OF SHEETS					2		2	$ 222.72
4	4 - 7	4 - PROJECT LAYOUT							0	$ -
2	8 - 9	2 - REVISE TCP TYPICAL SECTIONS			4	1	8		13	$ 1,726.08
6	10 - 15	6 - REVISE TCP LAYOUTS			4	4	12		20	$ 2,589.12
1	16 - 16	1 - REVISE SUMMARY OF TRAFFIC CONTROL QUANTITIES			2	2	6		10	$ 1,294.56
24	17 - 40	24 - REVISE GENERAL NOTES			2	4			6	$ 904.80
1	41 - 41	1 - REVISE TCP GENERAL NOTES			2	4			6	$ 904.80
1	42 - 42	1 - REVISE CULVERT CONSTRUCTION CLOSURE PLAN SHEET			2	4	8		14	$ 1,795.68
1	43 - 43	1 - REVISE CULVERT WORK TCP LAYOUT			2	4	12		18	$ 2,241.12
2	44 - 45	2 - REVISE PROPOSAL SHEETS 9 & 14A				1	2		3	$ 361.92
1	46 - 46	1 - SHEET 7 (PROPOSED TYPICAL SECTIONS SHEET 1 OF 3)					1		1	$ 111.36
1	47 - 47	1 - SHEET 8 (PROPOSED TYPICAL SECTIONS SHEET 2 OF 3)					1		1	$ 111.36
1	48 - 48	1 - SHEET 9 (PROPOSED TYPICAL SECTIONS SHEET 3 OF 3)					1		1	$ 111.36
1	49 - 49	1 - SHEET 9C (GENERAL NOTES)					1		1	$ 111.36
1	50 - 50	1 - SHEET 9D (GENERAL NOTES)					1		1	$ 111.36
1	51 - 51	1 - SHEET 9E (GENERAL NOTES)					1		1	$ 111.36
1	52 - 52	1 - SHEET 9G (GENERAL NOTES)					1		1	$ 111.36
1	53 - 53	1 - SHEET 10A (ESTIMATED SUMMARY)					1		1	$ 111.36
1	54 - 54	1 - SHEET 12 (SUMMARY OF ROADWAY)					1		1	$ 111.36
1	55 - 55	1 - SHEET 13 (SUMMARY OF EARTHWORK)					1		1	$ 111.36
1	56 - 56	1 - SHEET 14 (SUMMARY OF DRIVEWAYS)					1		1	$ 111.36
1	57 - 57	1 - SHEET 124 (PLAN AND PROFILE)					1		1	$ 111.36
8	58 - 65	8 - SHEETS 125 THRU 132 (PLAN AND PROFILE)					8		8	$ 890.88
1	66 - 66	1 - SHEET 133 (PLAN AND PROFILE)					2		2	$ 222.72
5	67 - 71	5 - SHEETS 134 THRU 138 (PLAN AND PROFILE)					2		2	$ 222.72
5	72 - 76	5 - SHEETS 141 THRU 145 (PLAN AND PROFILE)					2		2	$ 222.72
2	77 - 78	2 - SHEETS 139 & 140 (PLAN AND PROFILE)					2		2	$ 222.72

FRONTERA ROAD ~ FROM LOOP 239 (DEL RIO INTERNATIONAL PORT OF ENTRY) TO LIONEL MARTINEZ BLVD ~ 2.6 Miles

PRIME: Dannenbaum Engineering Corporation

SPECIAL SERVICES - RE-BID PHASE

NO. OF DWGS	SHEET	BASIC SERVICES TASK DESCRIPTION	Project Manager	Senior Engineer	Engineer	Senior Designer	CADD Operator/Tech	Clerical	Total Labor Hrs.	Task Cost
1	79 - 79	1 - SHEET 146 (PLAN AND PROFILE)					2		2	$ 222.72
1	80 - 80	1 - SHEET 171 (MISCELLANEOUS					2		2	$ 222.72
0	81 - 80	0 - QC/QA - 100% RE-SUBMITTAL	4	12	22				38	$ 8,324.16
80		**SUB-TOTAL - FC 190 - BID PHASE SERVICES (REVISE EXISTING PLAN SHEETS)**	**4**	**12**	**40**	**24**	**84**	**0**	**164**	**$ 24,181.20**
		SUBTOTAL DANNENBAUM BASIC SERVICES	**36**	**28**	**40**	**41**	**84**	**11**	**240**	**$ 41,853.96**
		TOTAL DIRECT EXPENSES (FROM BELOW)								**$ 1,366.00**
		TOTAL DANNENBAUM BASIC SERVICES & DIRECT EXPENSES								**$ 43,218.96**
		HOURS SUB-TOTALS	36	28	40	41	84	11	240	
		LABOR RATE PER HOUR	$ 320.16	$ 267.96	$ 174.00	$ 139.20	$ 111.36	$ 73.08		
		DIRECT LABOR COSTS	$ 11,525.76	$ 7,502.88	$ 6,960.00	$ 5,707.20	$ 9,354.24	$ 803.88	$ 41,853.96	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	27.54%	17.93%	16.63%	13.64%	22.35%	1.92%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	15.00%	11.67%	16.67%	17.08%	35.00%	4.58%	100.00%	
		DIRECT EXPENSES	UNIT	UNIT PRICE	QTY					AMOUNT
		REPRO - (CHECK PLOTS & Plan SETS to CONTRACTORS) X 15 SETS	EA	$ 1.00	1200					$ 1,200.00
		AIRFARE - $188 X 2 PERSON X 6 MEETINGS	Person	$ 280.00						$ -
		CAR RENTAL - $85 / TRIP X 1 TRIP	Trip	$ 85.00	1					$ 85.00
		PER DIEM - $100 /NIGHT STAY X 2 PERSON X 4 NIGHT ($75 hotel/$25 meals)	Night Stay	$ 100.00						$ -
		DELIVERY SERVICES - $20 / PACKAGE X 4 PACKAGES	Package	$ 20.00	4					$ 80.00
		TOTAL DIRECT EXPENSES								**$ 1,366.00**

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#28

VAL VERDE COUNTY
PUBLIC NOTICE

Val Verde County seeks to develop grant applications for years 2020-2021 to include but not limited to **TXCDBG, CDBG–DR CDBG-MIT, GLO, EDA, FEMA, TWDB. USFWS, TPWD, TxDOT, TCEQ, OOG**, and other possible available funding streams with programmatic focuses including but not limited to Grant Writing and subsequent Grant Administration should Val Verde County receive an award for eligible activities associated with Federal and State funding opportunities. Accordingly, the County is soliciting proposals from Administrative Consultants/Firms for Grant Application Preparation and Project Grant Administration. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and/or a statement of qualifications to:

Lewis G. Owens Jr.
Val Verde County Judge
400 Pecan Street
Del Rio, Texas 78840

Submittals for these services shall be received by Val Verde County no later than 10:00 AM February 7, 2020 which is at least ten (10) days after this publication and contact dates of RFP/Q. Val Verde County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. Val Verde County is an Affirmative Action/Equal Opportunity Employer.

#28

January 22, 2020

Dear Firm:

Attached is a copy of Val Verde County's Request for Proposals for grant writing, grant application preparation and grant administrative services. These services are being solicited to assist Val Verde County in its application and administration of a contract, if awarded, from the 2020-2021 **CDBG, CDBG–DR, CDBG-MIT, GLO, EDA, FEMA, TPWD, TWDB, USFWS, TxDOT, TCEQ, OOG,** and other available funding streams. Val Verde County intends to apply for such funding to support public infrastructure improvements in Val Verde County during the 2020-2021 year.

The submission requirements for this proposal are also included on the attached Request for Proposal (RFP) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

Lewis G. Owens Jr.
Val Verde County Judge
400 Pecan Street
Del Rio, Texas 78840

Along with your proposal, you must also include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Please include a print out of the search results.

Submittals for these services shall be received by Val Verde County no later than 10:00 AM February 7, 2020 which is at least ten (10) days after this publication and contact dates of RFP/Q. Val Verde County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. Val Verde County is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

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

VAL VERDE COUNTY

RFP for Grant Writing, Planning, and Administration/Professional Services

Val Verde County is seeking to enter into a professional services contract(s) with a competent administration/management firm/professional service provider to assist the County in developing project(s) for and in the overall management of proposed 2020-2021 funding opportunities through the Texas Department of Agriculture and/or **CDBG CDBG–DR CDBG-MIT GLO, EDA, FEMA, TPWD, TWDB, USFWS, TxDOT, TCEQ, OOG**, and other available funding streams with programmatic focuses including but not limited to Grant Writing, Pre Grant Services and General Grant Administration funding services for Drainage, Economic Revitalization, Public Infrastructure/Public Improvements, Public Services, and Planning Activities. Multiple contracts may be awarded as a result of this solicitation. This request is to be considered an all-inclusive arrangement to manage all grants assigned or awarded to Val Vere County.

Scope of Work - A detailed scope of work for each funding source can be found in Part II. The professional administration/management firm/consultant to be hired is to provide contract related management services to Val Verde County, including but not limited to the following areas:

- Application preparation assistance to include grant writing*

- Project Management
- Financial Management
- Environmental Review
- Real Property Acquisition/ URA
- Construction Management
- Fair Housing/Equal Opportunity
- Housing rehabilitation/affordable housing (if applicable)
- Audit/Contract Close-out Assistance

Pre-Funding Services*: Grant Administrator will develop project scope and complete CDBG CDBG–DR CDBG-MIT, EDA, GLO, FEMA, TPWD, TWDB, USFWS TxDOT, TCEQ, OOG application(s). The provider will work with the County and Engineer, if applicable, to provide the concise information needed for submission of complete funding application and related documents. The required information shall be submitted in a format to be described by the funding agency.

Post- Funding Services: Grant Administrator/Firm shall administer and complete infrastructure, utilities, and eligible projects approved for funding. The selected administrative firm must follow all requirements of the program as administered by all Federal and State agencies.

General Administration Services - General
- Administrative Duties
- Construction Management

Grant Administration Services -Infrastructure
- Administrative Duties
- Acquisition Duties
- Assist with Environmental Services

FEMA Public Assistance
Review Project Worksheet(s)
Provide advice regarding policies and regulations governing the program
- Create and maintain financial and recordkeeping systems
- Provide budget control, cash management and invoice review and processing
- Assist in responding to FEMA requests
- Provide project status updates and reports
- Assist in monitoring and close-out

Please specify actual tasks to be performed under each of these categories in your response.

****Application preparation, grant writing is not reimbursable with CDBG federal* or *local match funds and must be separately documented***

II. Statement of Qualifications Val Verde County is seeking to contract with a competent professional administration/management firm/consultant experienced in grants/contracts application and administration. Please provide the following information:

•A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies

•Related experience in applying for and managing federally funded local public works construction Projects

•A description of work performance and experience with FEMA, Disaster Relief, and/or CDBG-DR TxDOT, TWDB, USFWS, TCEQ, including a list of at least three references from past local government clients

•Certified Administrator of TxCDBG Program by TDA (required for administering TxCDBG)

•Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this management services contract

•A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

• Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

Proposed Cost of Services Please provide your cost proposal to accomplish the scope of work by fund CDBG CDBG–DR CDBG-MIT, EDA, GLO, FEMA, TPWD, TWDB, USFWS TxDOT, TCEQ, OOG outlined above and for any additional services required. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Firms may submit proposals for any or all activities. Cost proposals will be evaluated against each other, relative to this initial project cost estimate. Contract pricing for services under this RFP will be

negotiated when final project cost estimates are developed by the County or County's engineering consultant and shall not exceed the percentage derived from dividing the cost proposal by the initial project cost estimate. Please note that the lowest best bid will not be used as the sole basis for entering into this contract.

Evaluation Criteria The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit B:

Criteria	Maximum Points
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20
Total	**100**

Submission Requirements

• A statement of conflicts (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.

• System for Award Management. Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.

• Form CIQ, enclosed in Exhibit C. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.

• Form 1295, enclosed in Exhibit C. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.

• Required Contract Provisions. Applicable provisions enclosed in Exhibit D must be included in all contracts executed as a result of this RFP.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are

encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

1.) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2.) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4.) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5.) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

VII. Deadline for Submission - Proposals must be received no later than **10 AM February 7, 2020**. Please submit five (5) hard copies to the following address:

Val Verde County intends to choose the firm(s) or company (ies) whose expertise, skills, and resources that will give the County the most opportunity in obtaining funds for various objectives that are associated but not limited to:

- Parks Improvements
- County Road Improvements
- Infrastructure Improvements
- Current flood damage infrastructure reconstruction
- Flood control
- Future flood mitigation
- Applications and/or assist in management of funds obtained

Val Verde County reserves the right to award to one applicant for ALL services OR Award to separate applicants by specific services as listed above. Only one (1) applicant per specific service as listed above will be selected.

LEWIS G. OWENS JR.
VAL VERDE COUNTY JUDGE
400 PECAN STREET
DEL RIO, TEXAS 78840

PART II

CDBG CDBG–DR CDBG-MIT, EDA, GLO, FEMA, TPWD, TWDB, USFWS TxDOT, TCEQ, OOG

SCOPE OF SERVICES

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

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

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

7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

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

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

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

F. Fair Housing / Equal Opportunity
   1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
   2. Maintain documentation of all project beneficiaries by ethnicity and gender.
   3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
   4. Assist with Section 3 requirements per 24 CFR Part 135.
   5. Prepare all Section 504 requirements per 24 CFR Part 8.
   6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
   7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
   8. Ensure the adequate publication of required notices.

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

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

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

FEMA PUBLIC ASSISTANCE
SCOPE OF WORK

Work under this contract is expected to include, but not be limited to the following:

• Provide assistance to the County with regard to disaster recovery efforts and compliance with applicable local, State, and Federal laws, regulations, executive orders, and FEMA requirements;

• Provide guidance in recovering reimbursement for the repair/replacement of the loss of critical infrastructure;

• Collaborate with County staff and other County consultants on project formulation, including damage assessments, information gathering, project development, preparation of project worksheets, and other project submittals to the Texas Division of Emergency Management (TDEM) and/or the Federal Emergency Management Agency (FEMA);

• Assist with the management of FEMA-administered and/or other Federal grants and TDEM coordination issues;

• Generate project extension requests and amendments when necessary, and any other reports or documents to ensure grant reimbursement eligibility is not deobligated;

• Assist in developing improved and/or alternate project requests for TDEM and FEMA and/or other Federal grants;

• Assist in developing Hazard Mitigation Strategies and Proposals, as appropriate;

• Assist with the submission of first and second appeals to FEMA, as appropriate;

• Assist County staff with the development of procurement packages for professional services that align with the Federal grant program requirements;

• Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines;

• Assist County in establishing pragmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit;

• Provide project status updates and prepare and submit reports as needed; and

• Assist County with the closeout of Projects, including preparing and review of final closeout packages for completed work for compliance with federal grant program requirements.

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ADMINISTRATION/PROFESSIONAL SERVICES

PART I
AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the *COUNTY* OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the *County* of _____ desires to [*implement/construct/etc.*] the following: _____ [*describe project*] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the County desires to engage_____ to render certain [professional /administration] services in connection with this TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

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

2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Contract, the [*e.g. City Manager/County _____*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

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

5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
   a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
   b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
   c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
   d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
   e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement
   This Agreement, which includes Parts I-IV, [*and if applicable,* including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

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

BY: _____
(Local County Official)

_____
(Printed Name)

_____
(Title)

BY: _____
(Contractor's Authorized Representative)

_____
(Printed Name)

_____
(Title)

PART II

SCOPE OF SERVICES

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

A. Project Management

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

B. Financial Management

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

C. Environmental Review

6. Prepare environmental assessment.
7. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
8. Document consideration of any public comments.

9. Prepare any required re-assessment of environmental assessment.
10. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

8. Prepare required acquisition reports(s).
9. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
10. Maintain a separate file for each parcel of real property acquired.
11. Determine necessary method(s) for acquiring real property.
12. Prepare correspondence with property owners.
13. Assist County in negotiations with property owner(s).
14. Prepare required acquisition reports and submit to TDA.

E. Construction Management

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

F. Fair Housing / Equal Opportunity

9. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
10. Maintain documentation of all project beneficiaries by ethnicity and gender.
11. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
12. Assist with Section 3 requirements per 24 CFR Part 135.
13. Prepare all Section 504 requirements per 24 CFR Part 8.
14. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

15. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
16. Ensure the adequate publication of required notices.

G. Relocation
9. Prepare and submit local relocation guidelines to TDA for approval.
10. Assist County in identifying individuals to be relocated and prepare appropriate notices.
11. Interview relocatees and identify assistance needs.
12. Maintain a relocation record for each individual/family.
13. Provide education/assistance to relocatees.
14. Inventory local available housing resources and maintain a referral list.
15. Issue appropriate notices to relocatees.
16. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property
9. Prepare and submit local rehabilitation guidelines to TDA for approval.
10. Assist County in establishing escrow account and obtaining TDA approval.
11. Develop outreach and necessary application processing/verification forms.
12. Screen applicants.
13. Prepare work write-ups and cost estimates.
14. Issue Notice to Proceed to construction contractor(s).
15. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
16. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures
5. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
6. Assist County in resolving any monitoring and audit findings.
7. Assist County in resolving any third party claims.
8. Provide auditor with TxCDBG audit guidelines.

PART III
PAYMENT SCHEDULE

County shall reimburse (Contractor) for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

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

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Administrative Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV
TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the County.

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

   [Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

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

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

limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

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

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

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

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

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

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

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

20. Conflicts of interest.

a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

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

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

Federal Civil Rights Compliance.

22. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Sample 1 – Administration/Professional Services Rating Sheet

Grant Recipient _____ TxCDBG Contract No._____

Name of Respondent _____ Date of Rating _____

Evaluator's Name _____

Experience -- Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

	Factors	Max.Pts.	Score
1.	Related Experience / Background with federally funded projects	10	
2.	Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	5	
4.	Certified Administrator of TxCDBG Program by TDA	5	
5.	References from current/past clients	10	
	Subtotal, Experience	30	

Work Performance

	Factors	Max.Pts.	Score
1.	Submits requests to client/TDA in a timely manner	5	
2.	Responds to client/TDA requests in a timely manner	5	
3.	Past client/TDA projects completed on schedule	5	
4.	Work product is consistently of high quality with low level of errors	5	
5.	Past client/TDA projects have low level of monitoring findings/concerns	5	
6.	Manages projects within budgetary constraints	5	
	Subtotal, Performance	30	

Capacity to Perform

	Factors	Max.Pts.	Score
1.	Qualifications of Professional Administrators / Experience of Staff	5	
2.	Present and Projected Workloads	5	
3.	Quality of Proposal/Work Plan	5	
4.	Demonstrated understanding of scope of the TxCDBG Project	5	
	Subtotal, Capacity to Perform	20	

Proposed Cost

Factors		Max.Pts.	Score
A = Lowest Proposal	$_____		
B = Bidder's Proposal	$_____		
	A ÷ B X 20 equals Respondent's Score	20	

TOTAL SCORE

	Factors	Max.Pts.	Score
☐	Experience	30	
☐	Work Performance	30	
☐	Capacity to Perform	20	
☐	Proposed Cost	20	
	Total Score	100	

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

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Grants & Services > Rural Economic Development > Rural Community Development Block Grant (CDBG) > Prequalified Professional Services

Pre-Qualified Professional Services

Pre-Qualified Professional Administrative Services

The Texas Department of Agriculture (TDA) is implementing a two-phase process to pre-qualify a pool of grant administrators. Local governments may solicit proposals from this pool for preparation of an application to the Texas Community Development Block Grant (TxCDBG) program, and subsequent administration services if a grant is awarded. In Phase One, TDA requests pre-qualification applications from interested individuals and firms to be pre-qualified for grant writing and administrative services to assist communities in proposed projects to be financed with certain categories of TxCDBG funding. Administrators approved through this RFQ process will be eligible to provide services to communities receiving grant funds. Pre-qualification of a grant administrator indicates that the application was complete and timely, and does not include an evaluation of the quality of services offered by the administrator.

Phase Two is the final grant administrator selection process. Participation in the Phase Two streamlined request for proposals (RFP) process will be limited to only those administrators that have submitted a complete application in response to Phase One and that have been approved by TDA. Any resulting contracts for grant administrative services between a local government and a grant administrator may not exceed a total of $50,000. Actual budgets and tasks may be negotiated after the grant administrator has been selected by a participating local government.

Addendum 3 Questions and Answers from Applicants Click HERE for this document

Pre-Qualified Administrators (Approved Vendor List)

Instructions for Communities:
Phase 2 Instructions
Administrative Services Procurement Using the Pre-Qualified List Webinar Slides

Phase 2 Solicitation Forms:
Request for Project-Specific Proposal Forms A506 (Word Format)
Response from Service Provider Form A507 (Word Format)
Evaluation of Proposals Form A508 (Word Format)

Pre-Qualified Administrative Services for TxCDBG Program Year 2019
Original RFQ documentation may be found HERE
PY 2019 Application for Pre-Qualification (Vendor Use Only)

Firm Name	Application	Contact Information	Small Business	Woman Owned	Minority Owned
A & J Howco Services, Inc.	Click HERE	Kay Howard kay@howco.net	X	X	
Ark-Tex Council of Governments	Click HERE	Toni Lindsey tlindsey@atcog.org			
Business Services Company	Click HERE	Carlos Mondragon CDRAGON2010@gmail.com	X		X
Community Development Management Co. Inc.	Click HERE	Rudy Ruiz rudyr@ccaustin.com	X		X
D. Austin Colina & Associates	Click HERE	Daniel Colina daustincolina@gmail.com	X		X
David J Waxman, Inc.	Click HERE	David Waxman davidjwaxman@sbcglobal.net	X	X	
Esser & Company Consulting, LLC	Click HERE	Carl Esser carl.esser@hotmail.com			
Grant Development Services, Inc.	Click HERE	Gandolf Burrus gburrus@texasgrants.us		X	
GrantWorks, Inc.	Click HERE	Brenna Minor grantworks@grantworks.net	X		
Hanson Professional Services, Inc.	Click HERE	Anna Aldridge aaldridge@hanson-inc.com			
Langford Community Management Service, Inc.	Click HERE	Judy Langford Judy@LCMSinc.com	X	X	
Marbek Services, LLC	Click HERE	Rebecca L Brewster brewster@valornet.com	X	X	
Mineral Wells Industrial Foundation, Inc.	Click HERE	Stephen Butcher sbutcher@mwed.org	X		
Middle Rio Grande Development Council	Click HERE	Nick Gallegos nick.gallegos@mrgdc.org			
Municipal Consulting Agency	Click HERE	Valree Thompson valreethompson@hotmail.com	X	X	
Panhandle Regional Planning Commission	Click HERE	Dustin Meyer dmeyer@theprpc.org			
Provision Specialized Resources, LLC	Click HERE	Alice Ashley aliceashley@provisionsr.com	X	X	
Public Management, Inc.	Click HERE	Patrick Wiltshire pwiltshire@publicmgt.com	X		
Raymond K. Vann & Associates, LLC	Click HERE	Raymond K Vann rvann@rkvtexas.com	X		
Resource Management & Consulting Co.	Click HERE	Charles Edwards charles@grant-consultant.com	X	X	
Resource Mobility Associates, Inc.	Click HERE	Francisco Briones rma495@yahoo.com	X		X
Rhonda G Stastny	Click HERE	Rhonda G Stastny rhondags77@gmail.com	X	X	
Ricardo Gomez & Associates	Click HERE	Ricardo Gomez RGAInArroyoCity@aol.com	X	X	X
Shelly Green	Click HERE	Shelly Green shellymgreen@sbcglobal.net	X	X	
South Plains Association of Governments	Click HERE	Kelly Davila kdavila@spag.org			
Traylor & Associates, Inc.	Click HERE	Gary R Traylor gary.traylor@grtraylor.com	X		
Vickers Consulting Services, Inc.	Click HERE	Brian Vickers brianv@vickersconsultingservices.com	X		

Current Opportunities for Pre-Qualification

See below for open solicitations to pre-qualify for grant writing and administrative services opportunities.

Certified Administrators

All individuals that are responsible for administration of a TxCDBG grant contract must attend CDBG training annually. Once training is completed, the individual will be included on the current Certified Administrators List that is posted to the TDA website. This requirement applies to the point of contact for administrative requirements of the grant, whether a third party administrator procured by a community, an employee of a Council of Government serving as a subrecipient to the community, or an employee of a self-administering community.

Current Certified Administrators

VOL. 56 PG. 430

#30

TxCDBG REQUEST FOR PAYMENT

Grant Recipient: Val Verde County

Contract No.: 7217013 Request No: 11 Region: MRGDC

Note: All shaded field headers are interactive buttons that contain helpful information to complete this form.

Contract Period: From: 2/1/2018 To: 2/1/2022 Period Covered by this Report: From: 2/1/2018 To: 01/13/2020

Activity Number A	Budget B	This Request C	Total Drawn D	Balance (B-C-D)	% of Activity Budget Drawn
05 - Public Services	$ 150,000.00	$ 5,344.94	$ 67,523.19	$ 77,131.87	49%
14A - Rehab Single Unit Res	$ 720,000.00	$ 51,545.34	$ 293,651.89	$ 374,802.77	48%
21A - General Administration	$ 225,000.00	$ 0.00	$ 112,500.00	$ 112,500.00	50%
12 - Construction of Housing	$ 405,000.00	$ 0.00	$ 179,348.54	$ 225,651.46	44%
Total Grant Funds:	**$1,500,000.00**	**$ 56,890.28**	**$ 653,023.62**	**$ 790,086.10**	
Matching Funds:				$ 0.00	

Note: Submit supporting documentation for all costs in Column C, including costs paid through matching funds.

Total Grant Funds Requested To Date:	Total Match Funds Expended To Date:	
$ 709,913.90		0 percent match funds to grant funds expended

REMARKS: (if construction funds are drawn and $0 match is reported, provide explanation)

ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name of 1st Authorized Certifying Official	Title	Signature of Authorized Certifying Official	Date
Lewis G. Owens Jr.	County Judge	Lewis G Owens	1-22-20

Name of 2nd Authorized Certifying Official	Title	Signature of Authorized Certifying Official	Date
Mat	County Auditor	MATTHEW S. VERMEOT	01/22/20

TDHCA CERTIFICATION ONLY:

By my signature below, I certify that the attached Grant Payment Request has been reviewed by TDHCA staff for compliance with all federal and state requirements for CDBG funding, as well as programmatic requirements for Colonia Self-Help Centers as determined by the Texas Department of Housing and Community Affairs - Office of Colonia Initiatives.

Form must be signed and dated by authorized signatories.

COPY

This form required as of September 1, 2016.
All previous versions no longer valid.

VOL. 56 PG. 431

Name of TDHCA Staff	Title	Signature of TDHCA Staff	Date

Form must be signed and dated by authorized signatories.

This form required as of September 1, 2016.
All previous versions no longer valid.

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program

EQUAL HOUSING OPPORTUNITY

Public Services Draw Checklist

County: Val Verde Contract Number: 7217013

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Tool Lending Library

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) for purchases materials, tools, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☒ Work performed by CSHC Provider

Include Itemized invoice(s).

Solid Waste Removal

☒ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s), weight(s), disposal cost(s), colonias served, number of beneficiaries, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Include Itemized invoice(s) describing the date(s) of service, colonias served, number of beneficiaries, and tonnage receipts.

Computer Access

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s) detailing purchased materials and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Include Itemized invoice(s) describing purchased materials.

Classes - Submit an additional Form 23 for different classes being sought for reimbursement

Type of Class(es): _____

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.

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The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

☒ All required documentation has been reviewed, approved and submitted.

County Representative Signature: Lewis G Owens Date: 1-22-20

County Representative Printed Name: Lewis G. Owens Jr.

☐ All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature: _____ Date: _____

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

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Texas Department of Housing and Community Affairs
Colonia Self Help Center Program

EQUAL HOUSING OPPORTUNITY

Residential Rehabilitation Draw Checklist
(Rehabs, Utilities Connections, Small Home Repair)

County: Val Verde Contract Number: 7217013

Homeowner: Juan Rosales

Address: 156 Elder St., Cienegas Terrace Colonia, Val Verde County

Guidelines maximum amount for activity on this home? $60,000.00 CSHC funds going into this home: $54,620.00

The following forms must be submitted prior to approval of construction draw requests:

Date the Contractor was cleared (Form 13): Jan 9, 2020 Date Notice to Proceed (Form 14) signed: Jan 10, 2020

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Utilities Connections

Type of Connection: _____

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, receipts for materials, procurement costs/fees, and FEMA equipment rates.
Attach Forms 3, 13, 20, 28 and 30 (15 and 29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) detailing address, type of work completed, fees, date of service, and change order(s) if applicable.
Provide documentation and Forms 3, 13 and 28 to the county.

Small Home Repair

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, receipts for materials, procurement costs/fees, FEMA equipment rates, and photos of completed work.
Attach Forms 3, 12, 20, 28 and 30 (29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) and/or receipts detailing address, type of work completed, date of service, fees, initial inspection report, work write-up with actual materials costs, and photos of completed work.
Provide documentation and Forms 3, 12 and 28 to the county.

Residential Rehab

☒ Initial Draw Request - Work performed by CSHC Provider

Copy of the awarded bid work write-up with costs per spec item, initial inspection report, itemized invoice(s) detailing address, type of work completed, date(s) of service, and fees.
Provide documentation and Forms 3, 13, 14, and 28 (15 as applicable) to the county.

☐ Subsequent Draw Request(s) - Work performed by CSHC Provider

Copy of the awarded bid work write-up, itemized invoice(s) detailing address, type of work completed, date of service, and fees.
Provide documentation and Form 28 (15 as applicable) to the county.

☐ Final Draw Request - Work performed by CSHC Provider

Copy of the awarded bid work write-up, itemized invoice(s) detailing address, type of work completed, date of service, fees, final inspection report, evidence of property insurance (flood insurance if applicable), copy of Promissory Note and recorded Deed of Trust detailing affordability period if applicable.
Provide documentation and Form 28 (15 as applicable) to the county.

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Direct Delivery Administration (for county employees only)

☐ Salaries - Only actual hours worked directly on the CSHC for this address are eligible for reimbursement and must be documented. Support documentation must include the timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, and all other invoices and documents directly relating to this home. *Attach Form 20 (21, 29 and 30 as applicable).*

The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

☒ All required documentation has been reviewed, approved and submitted.

County Representative Signature: Lewis G Owens Date: 1-22-20

County Representative Printed Name: Lewis G. Owens Jr.

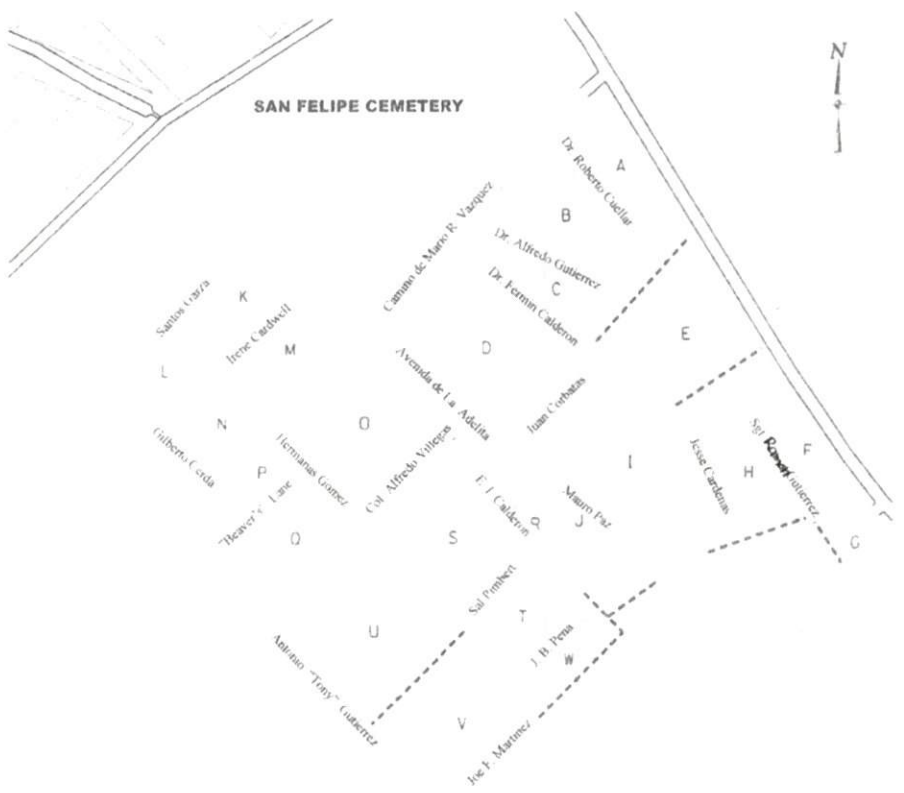
☐ All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature: _____ Date: _____

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#33


SAN FELIPE CEMETERY
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Dr. Roberto Cuellar
Dr. Alfredo Gutierrez
Dr. Fermin Calderon
Carmen de Mario R. Vazquez
Santos Cerda
Irene Cardwell
Avenida de La Adelita
Juan Corbatas
Hermanas Gomez
Col. Alfredo Villegas
Gilberto Cerda
"Beaver" C. Lane
E.J. Calderon
Miguel Paz
Jesse Cardenas
Sgt. Manuel Gutierrez
Sal Pimbert
J. B. Pena
Adriano "Tony" Gutierrez
Joe F. Martinez

#34

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force Modification Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-19-D80-O-000427

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the Memorandum of Understanding (MOU) in place between:

Val Verde County Sheriff's Office

and

Western District of Texas (80)

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2019	H50 D80	AFT-B-OP	JLEOTFS4	25302 - TFO Overtime

Current Funded Amount: $6,000.00
Adjusted Amount: ($4,759.67)
Revised Amount: $1,240.33

SECTION 4: DESCRIPTION OF MODIFICATION

Close-out FY19 remaining unused funding, all invoices received and paid in full

SECTION 5: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:	STATE/LOCAL CONTACT:
Name: Mario Pelayo, SDUSM	Name: Sheriff Joe Frank Martinez
Phone: (830) 703-2075	Phone: (830) 775-9678
E-mail: Mario.Pelayo@usdoj.gov	E-mail: jmartinez@valverdecounty.texas.gov

SECTION 6: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: SHERRY POLIGALA [illegible] Date: 12/17/2019

Sherry A. Poligala, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: JOHN ALLEN [illegible] Date: 12 17 2019

John Allen, CDUSM

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

COPY

Departmental Representative - Acknowledgement:

Signature _____ Date: _____

[Type Name and Title]

Form USM-607A
Rev. 07/19

1	GENDER		
a	M	1861	2760
b	F	899	

2	RACE		
a	Black	22	2760
b	Asian/PcIsl	3	
c	White	378	
d	Hisp/Lat	2350	
e	Middle Eastern	7	
f	Al nat/Am Ind	0	
	TOTAL	2760	

3	R/E know Prior to Stop		
a	Yes	0	2760
b	No	2760	

4	Reason for Stop		
a	Violation	21	2760
b	Pre-existing Knowlg	6	
c	Moving Trf Violation	2149	
d	Vehicle Trf Violation	584	

5	Location of Stop		
a	City Street	1290	2760
b	US Hwy	1026	
c	State Hwy	177	
d	County Rd	265	
e	Pvt Property	2	

6	Search Conducted		
a	Yes	177	2760
b	No	2583	

7	Reason for Search			
a	Consent	135	177	
b	Contrb/Ev plain sight	2		
c	PC/Reasnbl Suspc	39		
d	Inv as result of tow	0		
e	Incident to arrest/Wrt	1		equal line 6a

8	Contraband Discovered		
a	Yes	30	177
b	No	147	equal line 6a

9	Description of Contraband		
a	Ill drg/drg paraphnl	26	30
b	Currency	0	
c	Weapons	0	
d	Alcohol	3	
e	Property Stolen	0	
f	Other	1	equal line 8a

10	Result of Stop		
a	Verbal Warning	0	2760
b	Written Warning	2408	
c	Citation	308	
d	Written Warng/Arrest	23	
e	Citation/Arrest	3	
f	Arrest	18	

11	Arrest based on:		
a	Violation of Penal Cd	23	44
b	Violation of Trf Law	18	
c	Violation of City Ord	0	
d	Outstanding Warrant	3	equal lines 10 d-f

12	PhyFrc resulting in B Inj used		
a	Yes	0	0
b	No	0	

	VAL VERDE SHERIFF'S OFFICE	
	Policy 2.2 Bias Based Policing	
	Effective Date:	**Replaces:**
	Approved: _____ Sheriff	
	Reference: TBP 2.01.1	

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion. All people carry biases: in law enforcement, however, the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our department. Most importantly, actions guided by bias destroys the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population: respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and statutory authority. In all enforcement decisions, deputies shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Deputies shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, sex, sexual orientation, gender, national origin, ethnicity, age, or religion. Deputies shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between deputies and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

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III. DEFINITIONS

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

A. Bias: Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.

B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

C. Ethnicity: A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.

D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.

E. Probable cause: Facts or apparent facts and circumstances within a deputy's knowledge and of which the deputy had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.

F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.

G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

H. Reasonable suspicion: Articulable, objective facts which lead an experienced deputy to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."

I. Sex: A biological classification, male or female, based on physical and genetic characteristics.

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

IV. PROCEDURES

A. General responsibilities

1. Deputies are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, national origin, citizenship, religion, ethnicity, age, gender, color, creed, sexual orientation, disability, or economic status. These characteristics, however, may form part of reasonable suspicion or probable cause when deputies are seeking a suspect with one or more of these attributes. (TBP: 2.01.1)

2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Deputies shall document the elements of reasonable suspicion and probable cause in appropriate reports.

3. Deputies shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.

   a. As traffic stops furnish a primary source of bias-related complaints, deputies shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the deputy disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.

   b. Deputies shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.

4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.

   a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.

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b. All personnel shall courteously accept, document, and forward to the Sheriff any complaints made by an individual against the department. Furthermore, deputies shall provide information on the complaints process and shall give copies of "How to Make a Complaint" when appropriate.

5. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on individual's well-being unless the explanation would undermine an investigation or jeopardize a deputy's safety. When concluding an encounter, personnel shall thank him or her for cooperating.

6. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.

7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.

2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.

3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.

4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.

5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.

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

C. Disciplinary consequences

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

D. Training (TBP: 2.01.1)

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

V. COMPLAINTS

A. The department shall publish "How to Make a Complaint" folders and make them available at all county facilities and other public locations throughout the county. The Sheriff's Office complaint process and its bias based profiling policy will be posted on the department's website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.

B. Complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 2.4.

C. Complainants will be notified of the results of the investigations when such investigation is completed.

VI. RECORD KEEPING

A. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.

B. The information collected above will be reported to the county commissioners.

C. The information will also be reported to TCLEOSE in the required format.

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#44

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 **Del Rio Little League**("Lessee"), on behalf of **Pat Rodriguez**, DRLL President, for the lease of premises known as (The Alcoa Baseball Fields). For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on **February 1, 2020** and shall terminate on **July 31, 2020**.

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Pat Rodriguez and sent by certified mail to P.O. Box 941 Del Rio, Texas 7884.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of **$1.00** for time specified payable in advance due on **January 24, 2020.** No other fees or payments are authorized unless specifically set out in the Lease Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Description of property: The Alcoa Baseball Fields on Garza Lane Sports Complex. Fields 1,2,3 and additional softball field, concession stand plus parking area including paved and nonpaved area.

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

EXECUTED on this 22nd day of January, 2020.

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

On behalf of (lessee)

Presented to Val Verde Commissioners Court on 1/22/20 and made a part of the court's minutes.

#44

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 **George Paul Memorial Bull Riding** ("Lessee") acting by and through **Bobby Paul,** 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: The lease shall commence on **February 1, 2020 and end on May 1, 2020** for the use of the office located at Val Verde County Fairgrounds. The lease for the rodeo shall commence on **April 13, 2020 at 7:00 a.m. and end on May 1, 2020 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, April 24, 2020 and Saturday April 25,2020.**

2. Description of Property: This lease includes the office beginning 02/01/2020 and ending on 05/01/2020. The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 04/13/20 and ending 05/01/20.

* Large Arena
* Pavilion
* Racetrack
* Concession Stand
* Small Roping Arena
* Grandstands
* Parking Lot(s)
* Restrooms
* Fairgrounds Office

*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 fairgrounds' office, the amount of **$250** per month, 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 inacceptable condition an 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 **04/23/2020**. 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 an hour prior to the event of each event day until 1 a.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 in the amount of **$1,000,000** that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease 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 22nd day of January, 2020.

Lewis G. Owens

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

(Lessee)

Presented to Val Verde Commissioners Court on 1/22/20 and made a part of the court's minutes.

VOL. 56 PG. 453

#44

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 **Cheryl Simmons**, 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 **July 2, 2020 at 7:00 a.m. and end on July 6, 2020 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, July 3, 2020 and Saturday July 4,2020.**

2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 07/02/20 and ending 07/06/20.

   - 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 inacceptable condition an 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 **7/02/2020**. 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 an hour prior to the event of each event day until 1 a.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 in the amount of **$1,000,000** that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease 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 22nd day of January, 2020.

Lewis G. Owens

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

Cheryl A Simmons
(Lessee)

Presented to Val Verde Commissioners Court on 1/22/20 and made a part of the court's minutes.

#45

Fairgrounds Stall Use Agreement

User's Name(s):	
Address:	
Telephone number:	
Alternate telephone number:	
Email address:	
Emergency contact:	
Address:	
Telephone number:	
Alternate telephone number:	

1. **Definition**
   For the purposes of this agreement:

   A. "User" means the person who enters into and signs this agreement regardless of whether that person is the owner of the horse(s) kept or boarded in the stall(s) which are the subject of this agreement.

   B. "Month" means a calendar month.

2. **Horse Stall Use**

   A. Val Verde County (hereinafter "County") agrees to allow the User to use and the User agrees to use the Val Verde County Fairgrounds horse stalls noted subject to the terms and conditions of this agreement:

   _____ Number of stalls & tack rooms intended for boarding/animal use at $30.00 per stall per month.

   Stall number(s) _____

B. All use of electrical equipment shall be in compliance with Federal, State and local laws, ordinances and fire-codes.
   1. All use of electrical equipment must be authorized in advance of use by Val Verde County Fairgrounds Management.

   2. County does not warrant or guarantee the uninterrupted delivery of electricity to a stall with electrical outlets and user acknowledges and agrees that Val Verde County is not responsible for any injury to, infection, sickness or death of any person or animal, using, lodged or maintained arising out of the supply, delivery, use, interruption of or fluctuations in electrical service or electricity or any infrastructure associated with the supply, delivery, and use of electrical service and electricity.

C. The use period shall commence on ___/___/_____ and proceed on a month-to-month basis until terminated pursuant to this Agreement.

D. User shall pay $ _____ at the time the User signs this agreement.

3. Use Term and Use Fee

A. The use fee shall be charged on a monthly basis for each stall for the period beginning on the first day of the month and ending on the last day of the month regardless of the actual number of days the stall is used in that month. Use rates may be increased at any time by the County with a written thirty (30) day advance notice. All rental payments will be made by check, money order or debit/ credit card on file.

B. The use rate shall be thirty dollars ($30.00) per month or any part of the month for a boarding stall. Daily stall rentals are $8.00 for overnight horses. No overnight stall rental shall exceed $30.00. All stall fees shall be made by check or money order, payable to Val Verde County or with a credit card. No cash fee will be accepted.

C. The use fee shall be payable on the 1st business day of the month. All fees are to be collected by the fairground's manager, supervisor or secretary. If use fee is not received by the 5th of the month, it will be charged against the credit card on file with the Val Verde County Fairgrounds. The credit card on file must always be kept current.

Stall rental fees are delinquent on the 6th day of each month. Eviction notices shall be posted on the stall on the morning of the 7th day of each month. A late payment fee of $20.00 will automatically be added to each account and an additional $1.00 per stall per day until account is paid in full. Daily stall rentals are $8.00 for overnight horses. No overnight stall rental shall exceed $30.00. All stall fees shall be made by check or money order, payable to Val Verde County or with a credit card. No cash fee will be accepted. If use fees and applicable late fees become 14 days or more past due, the County will act on the Notice of Eviction and proceed with the collection process.

Only one (01) horse shall occupy a stall at any time. A horse may occupy more than one stall if the stall is properly leased by Lessee. Stall fees shall be assessed on all stalls used or blocked from use by any individual.

Horses shall occupy only the stall assigned by office staff.

Stalls or tack rooms will be leased in "as is" condition. There will be no alterations of any kind to the stalls or tack rooms without written consent of the Fairgrounds Manager.

Removal of dead horse(s)/ cattle is the responsibility of the owner. If the deceased animal is not removed by the owner immediately and the County must effect the removal of the

animal, fee for removal of the animal shall be $240.00.

D. At the County's sole discretion, owners may be required to vacate upon written notice by the County of the need to temporarily vacate rented stalls, it is User's obligation to promptly move out and clean the stalls the User has been using.

E. If User is paying by credit or debit card, the User shall present a current valid credit/ debit card (financial transaction card) in the name of the User to the Val Verde County Fairgrounds which will make a photocopy of that card and return it to the User. The User shall sign an irrevocable written authorization permitting the County to charge any rent, overdue rent, late fees, to that credit card account according to and during the term of this agreement.

F. The County may terminate this use agreement:

1. With or without cause, at any time upon thirty (30) days written notice, and the User shall vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items within that time;

2. Immediately if there is probable cause to believe that there is or has been any neglect or abuse of a horse(s) or cattle on the premises of the Val Verde County Fairgrounds or in the stalls or stall area, and the User shall immediately vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items;

3. Immediately if the User creates an unsafe environment for his/her horse or any other horse or user;

4. Immediately if user violates or fails to abide by any provision of this Agreement;

5. Immediately If the User's credit card expires or is revoked, suspended, lost, stolen, or otherwise rendered invalid or unusable, the transaction payment is denied by the credit card issuer for whatever reason, or the User revokes the authorization to the County;

6. Immediately if a horse has a serious equine or other communicable disease and cannot be appropriately or adequately quarantined or isolated at the Val Verde County Fairgrounds and thereby presents a danger or threat to other horses or animals, and the User shall immediately vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items;

7. If User fails to provide proof of vaccination of horse(s) stalled at the Val Verde County Fairgrounds; or if an act of God, a pandemic, natural disaster or state of emergency renders the Val Verde County Fairgrounds unusable or if the Val Verde County Fairgrounds is ordered closed by the County or any other authorized government agency.

4. Agreement Conditions

A. The User shall:

1. Maintain stall in a safe condition.
2. Feed and water the horse a minimum of one time each day.
3. Only use shavings or straw in the stall.
4. Clean stalls and alleys a minimum of three (03) times a week.
5. Dump used bedding in the designated area.
6. Return all tools used to clean stalls to tool storage area and recoil and disconnect hoses after use.
7. Use tack stalls for horse related equipment and supplies only.

8. Provide proof of Coggins vaccination for each horse stalled at the Val Verde County Fairgrounds from a licensed veterinarian in written form of a recent vaccination (less than 12 months prior).
9. Remove any horse that poses a risk of contagious infection or danger to other horses or people.
10. Limit use of round pens and turnouts to thirty (30) minutes per horse.
11. Always be present when horses are in turned out in round pens, cattle pens, arenas or tied up.
12. No animals shall be turned out in the infield of the track or any unfenced area on the property, including areas around the horse stalls.
13. Park horse trailer in the designated areas at Val Verde County Fairgrounds in an organized manner.
14. Clean stall(s) to the dirt and remove all personal items from stall before vacating the stall.
15. Pay for damage to stalls considered beyond normal wear and tear.
16. Be familiar and comply with the Val Verde County Fairgrounds rules and policies.

5. Vacating Stalls

A. Procedures:

1. User shall notify the office when they are vacating any or all stalls. Charges will continue to accrue until stall has been cleaned and personal property has been removed.
2. User shall clean out stalls down to the dirt. Stalls do not need to be re-bedded. Failure to clean a stall will result in a $200.00 cleaning fee per stall. (cleaning exceeding 4 hours will result in additional charges)

6. Neglected or Abused Stalls or Horses.

A. User shall notify Val Verde County Fairgrounds staff of any damage to stalls. If a stall is unsafe to occupy, another stall may be assigned temporarily while repairs are made. Repairs beyond normal wear and tear will be billed to the user for the time and materials expended to repair the damage. User shall pay the amount charged on or before the 1st of the next month.

B. If a Val Verde County Fairgrounds staff member observes and reasonably determines that a horse has been neglected, the staff may provide appropriate care and feed for the horse and the User will be charged a fee of $25.00 per day together with the cost of the feed and any materials used. The County assumes no responsibility for the care and feeding of User's horse.

C. If a Val Verde County Fairgrounds staff member observes and reasonably determines that a stall is not adequately clean and is unfit for a horse due to neglect of the User, the fairgrounds staff may clean said stall and the User shall be charged a fee of $200.00 per cleaning incident per stall. The County assumes no responsibility for the care of User's horse or the cleaning of the stall.

D. If a horse is or reasonably appears to be or have been neglected or abused, the Val Verde County Fairgrounds staff shall report the matter to local officials for appropriate investigation and action.

7. Horse Trailer Parking

A. The User may park a maximum of one (01) horse trailer in the areas designated by the Val

Verde County Fairgrounds.

B. The User shall move the trailer to another designated area within a reasonable time not to exceed three (03) days at the request of the fairgrounds staff.

C. The User gives the County permission to move a User's horse trailer if necessary.

D. Trailers must be parked in the area designated by the County.

8. **Damages.**

The User is fully responsible for the stall and agrees to reimburse the County for any damage to the stall beyond normal wear and tear.

9. **Release, Waiver of Liability, and Indemnity**

In consideration and as a condition of being permitted to enter upon, use, and remain upon the premises and facilities of the Val Verde County Fairgrounds, owned and operated by Val Verde County, the undersigned, acknowledges, confirms, and agrees as follows:

For the purpose of this instrument:

A. "Equestrian Activity or Event" means any horse related activity or event, or related activity or event conducted or occurring in or about the Val Verde County Fairgrounds.

B. "Related activity or event" includes, but is not limited to, driving, riding in or upon, boarding or exiting a vehicle or trailer; moving, lifting, loading or unloading any equipment, people, gear, tack, animal, or other items; preparing any equipment, gear, trailer or vehicle, animal, or tack or practicing for engaging or participating in the activity or event.

C. "Property damage" means damage, destruction, and or incapacitation to any physical property, real property or chattel.

D. "Injury" means bodily or other personal injury or death.

1. The undersigned applies to Val Verde County for permission to enter upon, use, and remain upon the premises and facilities of the Val Verde County Fairgrounds for the purpose of engaging or participating in an equestrian activity or event, including any related activities or events.

2. The undersigned acknowledges and agrees that equestrian related activities are inherently dangerous and may result in death or serious injury to a participant. The inherent risks associated with Equestrian activities include, but are not limited to , (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. VAL VERDE COUNTY IS NOT RESPONSIBLE FOR DEATH OR INJURY TO ANY PARTICIPANT IN AN EQUESTRIAN ACTIVITY CAUSED BY OR ARISING OUT OF THE INHERENT RISKS OF EQUESTRIAN ACTIVITIES."

3. The undersigned is aware of and agrees to fully comply with all the rules and regulations of the Val Verde County Fairgrounds for the entry, use, and presence of the undersigned upon, on, or within the premises and facilities and engagement and participation in the

said event or activity.

4. Prior to signing this release, waiver of liability, and indemnity agreement, the undersigned has had the opportunity to personally inspect the premises and facilities of sufficient information and advice, including legal advice, about the nature, risks, and details of any above-described activity, event, or related activities or events.

5. The undersigned acknowledges and confirms that the decision to engage in or participate in the said activity or event and to sign this release, waiver of liability, and indemnity agreement is a voluntary decision and act on the part of the undersigned.

6. The undersigned herewith agrees to release and waive any and every claim for liability which the undersigned may have against Val Verde County, the Val Verde County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Val Verde County or the Val Verde County Fairgrounds arising from any injury to the undersigned or any other person or damage to the property of the undersigned or any other person resulting from the entry, use, and presence of the undersigned on, upon, or within the premises or facilities of the Val Verde County Fairgrounds or from the engagement or participation of the undersigned in said activity or event.

7. The undersigned herewith agrees and promises to indemnify and hold Val Verde County, the Val Verde County Fairgrounds and its respective officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the undersigned and/or his/her/their officers, agents, officials, members, employees, and volunteers, or any person or persons. In addition, User agrees to repair, solely at User's cost, all damage to Val Verde County's facilities or equipment arising out or User's use or possession of said facilities.

8. This release, waiver of liability, and indemnity agreement constitutes an exculpatory contract between the parties which will deny the undersigned the right to recover damages from Val Verde County, the Val Verde County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Val Verde County or the Val Verde County Fairgrounds for damages or injury which might occur from the entry, use, and presence of the undersigned on, upon, or within the premises and facilities of the Val Verde County Fairgrounds or the engagement or participation of the undersigned in the said activity or event.

9. Permission granted by this agreement for undersigned to enter upon, use and remain upon the premises and facilities of the Val Verde County Fairgrounds is conveyed solely to the undersigned and said permission may not be transferred, assigned or used by any other person or organization other than the undersigned. Failure to comply with this restriction may result in the revocation of the permission granted under this agreement.

10. The approval of this instrument and agreement by Val Verde County for itself and on behalf of the Val Verde County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Val Verde County or the Val Verde County Fairgrounds is subject, in part, upon the information provided by the undersigned:

10. Revocation.

If the User violates any condition of this use agreement, the County may revoke this use agreement with no refund.

CREDIT CARD AUTHORIZATION

A. The User hereby represents that he/she is the designated cardholder of the following credit (financial transaction) card:

Credit card issuer:	☐ Visa ☐ MasterCard ☐ Other:
Cardholder name: *(as it appears on card)*	
Credit card account no.: *(Last 4 digits)*	
Credit card expiration date: *(mm/yy)*	
Type of card:	☐ Credit ☐ Debit ☐ Other:
Authorization signature:	

B. As a condition of this agreement, the User hereby authorizes Val Verde County, through the VAL VERDE COUNTY FAIRGROUNDS Office, to submit a transaction payment request to the credit card issuer on my credit card account for the payment of any rent, overdue rent, late fees, damage fees, cleaning fees, horse care or feeding fees due and owing by the User under the agreement.

C. The User shall notify the Val Verde County Fairgrounds within ten (10) calendar days if the designated card has been revoked, suspended, stolen, lost, or replaced. If the User wants to substitute another card, the User may do so upon signing a new Credit Card Transaction Authorization.

In witness whereof, the parties have signed this Use Agreement in duplicate, each of which shall be deemed an original, on this _____ day of _____, 20___.

_____ VAL VERDE COUNTY

_____ USER

Printed name: _____

Printed name: _____

COPY #47

COUNTY OF VAL VERDE §
§
STATE OF TEXAS §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county, by order, may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Val Verde County Commissioners Court that after "drought conditions" exist due to a long-term deficit of moisture creating atypically severe conditions with increased wildfire occurrence as defined by the Texas Forest Service through the use of the Keetch-Byram Drought Index and/or through the use of a comparable measurement that takes into consideration the burning index, spread component, or ignition component for the particular area, does hereby find that circumstances present in the unincorporated areas of Val Verde County create a public safety hazard that would be exacerbated by certain outdoor burning; and,

WHEREAS, Section 352.081 of the Local Government Code provides for exemptions from county burn bans for certified prescribed burn managers meeting the requirements of Natural Resources Code, Ch. 153, and the Val Verde County Commissioners Court believes that additional exceptions are warranted to reduce the likelihood of dangerous and uncontrolled wildfire.

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for portions of the unincorporated areas of Val Verde County, Texas not subject to public ownership or stewardship for the duration of the above-mentioned declaration:

1. **Actions Prohibited:**

a. Except as described hereinafter, a person violates this order if he/she ignites, or causes ignition of any combustible or vegetative material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning or ignition by others.

2. **Enforcement:**

a. Under notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and to extinguish the fire.
b. If requested by a fire official, a duly-commissioned peace officer, when available, shall be sent to the scene to investigate the nature of the fire.
c. In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class "C" misdemeanor, punishable by a fine up to $500.
d. If the responding peace officer finds that the person responsible for the fire is in violation of (1) above, a citation shall be issued for: Violation of Burn Ban Order.

3. **Exceptions:**

a. This order shall not apply to the outdoor burning of vegetative material caused by welding or by other causes relating to the act of welding, if such burning is not malicious or intentional.
b. This order shall not apply to a prescribed burn conducted by burn personnel of a federal or state agency, or an institution of higher education for prescribed burns on agency owned or managed properties, or for purposes of training local fire department personnel or prescribed burn managers.
c. This order shall not apply to a prescribed burn conducted for the purpose of research or demonstration by burn personnel of a federal or state agency, or institution of higher education.
d. This order shall not apply to burning of vegetative material when such burning is performed by an individual with appropriate training and experience in conducting burns and in accordance with a prescribed burn plan which:

i. addresses the useful nature of such activity as a land and natural resource management tool;
ii. includes appropriate safety and protective measures; and
iii. is submitted and approved by the County Office of Emergency Management (OEM) and/or the Fire Chief of the Fire Department or Emergency Services District where the burn site is located.

e. The County OEM and Fire Chief shall promulgate rules and procedures for the submission and approvals of such activities.

f. This order shall not prohibit other lawful burning as may be permissible by rules established by the Texas Commission on Environmental Quality.

g. This order shall not prohibit prescribed burning by a commercial or private prescribed burn manager certified by the Texas Department of Agriculture, or by other individual or entities exempted by Section 352.081 of the Local Government Code.

Be it also **ORDERED** that the purpose of this order is the mitigation of the public safety hazard posed by wildfires during the current dry weather period, by curtailing the practice of outdoor burning without specific approval of the commissioners' court or without appropriate licensing from the state.

This order prohibiting outdoor burning shall remain in effect for a period of ninety (90) days, and shall expire at the end of said period or upon the date the Val Verde County Commissioners Court, by order, determines that the circumstances present in the unincorporated areas of Val Verde County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

PASSED and APPROVED this 22nd day of January, 2020.

HON. LEWIS G. OWENS, JR.
VAL VERDE COUNTY JUDGE

HON. MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1

HON. JUAN CARLOS VAZQUEZ
COUNTY COMMISSIONER, PCT. 2

HON. ROBERT "BEAU" NETTLETON
COUNTY COMMISSIONER, PCT. 3

HON. GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

ATTEST:

HON. GENEROSA GRACIA RAMON
VAL VERDE COUNTY CLERK

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

#48

Search this site

SOUTH CENTRAL REGION

All of Us Research Program(link is external)

Eligibility

- http://nnlm.gov/scr/services/member.html
- NIH Underrepresented in Biomedical Research (UBR)

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- Network member institutions are eligible for multiple Awards in the same grant year.

Potential Projects

Potential Health Program Kits examples, but not all inclusive. Libraries are free to create kits that increase health information awareness. Recipients may purchase multiple kits to support their health information needs, but not to exceed $5,000.

- Blood Pressure Monitor kit may include Omron BP742N5 series upper arm blood pressure monitor with cuff, 2 duplex, hard travel case, guide for operation and instruction manual, instructions from the American Heart Association in English and Spanish, and a basic blood Pressure Diary, and blood foil. Libraries may also include letters of support from Regional Library.
- Literacy Kits may include materials to help with early childhood literacy, such as tools to

Application

Application Deadline

The deadline is March 31, 2021 at 11:59 pm Eastern.

Application File

NNLM SCH All of Us Program Kit Application.docx
Direct Beneficiaries Checklist.pdf

Application Instructions

Electronically submit the application form and any supporting documents listed under "Application File" along with a copy of your resume or CV to Rachel Tims, NNLM SCHS, **All of Us Community Engagement Coordinator, Rachel Tims**

Evaluation of Proposal

Criteria for selection include:

- Significance (20 points max) - The program will cover a health-related topic.
- Audience (10 points max) - The program will target an underserved/vulnerable population.
- Writing Style (5 points max) - Quality of the written narrative.

Program Directors will be advised to NIAMS SEP staff based on the evaluation criteria listed above. Applications will be evaluated on a rolling, first-served basis. Those receiving a numeric score of 20 or higher will be funded until funding is exhausted. Priority will be given to laboratories that support early-stage health professionals underrepresented in the NIH Underrepresented in Biomedical Research criteria.

Additional Information

508 Compliance

The Department of Health and Human Services, pursuant to Section 508 of the Rehabilitation Act requirements, requires that all Federal agencies are obligated to make all electronic and information technology [illegible]

Publication and Copyrighting

Right in Data (Publication and Copyrighting) of the NIH Grants Policy Statement

[illegible]

All [illegible] must be submitted to PubMed Central immediately upon acceptance for publication. [illegible] Public Access Policy. For help and questions regarding [illegible] please contact NIAMS SEP at niams-scr@unthsc.edu

NIH Acknowledgement

[illegible]

[illegible]

of Medicine of the National Institutes of Health under award number UG4MC12345 with the University of North Texas Health Science Center. The content is the responsibility of the authors and does not necessarily represent the official views of the NIH.

Need Assistance

Contact the UNTHSC ***All of Us*** Community Engagement Coordinator, Rachel Tims

Category

Outreach

Organization Type

Public Library

#49

December 24, 2019

Val Verde County Library
300 Spring Street
Del Rio, TX 78840

Hello,

My name is Linda Harwood Talley. My mother, Toby Harwood, lived in Del Rio for many years. She was an avid supporter of the library. She passed away in San Antonio at the age of 98 on November 1, 2019. Mom requested I make a $1,000 donation to the library at her demise. I've enclosed a check for $1,000 to the library, I request that the donation be accepted in her memory.

Sincerely,

Linda H Talley

26614 Forest Link
New Braunfels, TX 78840
EM linda2@gvtc.com
H 830-980-2314
C 210-857-3686

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64-1278
611-GA

ACCT: 7853-1260-1 | CHECK DATE 12/20/2019 | CHECK NO. 105588407 | 329 979 3739

PAY IN US DOLLARS
One thousand and 00/100 Dollars**********

CHECK AMOUNT
*******$1,000.00

PAY TO THE ORDER OF: VAL VERDE COUNTY LIBRARY **********

TWO SIGNATURES REQUIRED

VOID AFTER 180 DAYS

DOCUMENT CONTAINS BLUE PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

⑈105588407⑈ ⑆061112788⑆ 329 979 3739⑈

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#50

[redacted]

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**1000512183525.1**	Sales Rep	Baris Turgut
Total	**$3,237.99**	Phone	(800) 456-3355, 80000
Customer #	125826549	Email	Barry_Turgut@Dell.com
Quoted On	Jan. 14, 2020	**Billing To**	ACCOUNTS PAYABLE
Expires by	Jan. 31, 2020		VAL VERDE COUNTY
			901 N BEDELL AVE STE A
			DEL RIO, TX 78840-4170

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Baris Turgut

Shipping Group

Shipping To

RAMIRO BARRERA
VAL VERDE COUNTY
200 GRINER ST
DEL RIO, TX 78840-5532
(830) 774-7505

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
VLA VMWARE PRODUCTION SNS VSPHERE 6 ESSENTIALS PLUS KIT	$1,079.33	3	$3,237.99

Subtotal:	$3,237.99
Shipping:	$0.00
Estimated Tax:	$0.00
Total:	$3,237.99

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Shipping Group Details

Shipping To

RAMIRO BARRERA
VAL VERDE COUNTY
200 GRINER ST
DEL RIO, TX 78840-5532
(830) 774-7505

Shipping Method

Standard Delivery

		Qty	Subtotal
VLA VMWARE PRODUCTION SNS VSPHERE 6 ESSENTIALS PLUS KIT	$1,079.33	3	$3,237.99
Contract # C000000006841			
Customer Agreement # DIR-TSO-3763			

Description	SKU	Unit Price	Qty	Subtotal
VLA VMWARE PRODUCTION SNS VSPHERE 6 ESSENTIALS PLUS KIT	AA975493	-	3	-

Subtotal:	$3,237.99
Shipping:	$0.00
Estimated Tax:	$0.00
Total:	$3,237.99

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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at http://www.dell.com/terms or www.dell.com/oemterms); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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#51

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Lewis G. Owens, Jr., County Judge
Martin Wardlaw, Commissioner Pct. 1
Juan Carlos Vasquez, Commissioner Pct. 2
Robert Nettleton, Commissioner Pct. 3
Gustavo Flores, Commissioner Pct. 4

From: Juanita Barrera, HR Director

Date: January 14, 2020

Subject: **State-Mandated Cybersecurity Course**

Under the new state law, Tex. Gov't Code 2054.5191, which was effective June 14, 2019, requiring all local government employees and elected official's who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) to be done annually.

TAC has a cybersecurity course which has been certified by DIR and meets the requirements of the new law.

In order to be part of the training, we need to have the court approve the participation of Val Verde County employees, and authorize the Judge to sign the "Cybersecurity Course Enrollment."

The class is only one time and takes approximately 45 minutes. Once the training is completed I will receive notification of who has and who has not completed the course. The course will be open to enroll employees beginning on January 14, 2020 and should be completed by June 14, 2020.

If further information is needed, please let me know.

COPY #51

TEXAS ASSOCIATION *of* COUNTIES

Cybersecurity Course Enrollment Form for Counties

Under a new state law, Tex. Gov't Code § 2054.5191, effective June 14, 2019, all local government employees and elected officials who have access to a local government computer system or database must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

In response to the new cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a free cybersecurity course that has been certified by DIR and fulfills the requirements of the new law.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and return via email to SecurityTraining@county.org or fax to (512) 477-1324.** For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

The course will first be made available to enrolled counties on Jan. 15, 2020 and should be completed by June 14, 2020. Enrollment is available on a rolling basis throughout the year.

Printed Name	**County Name**
Lewis G. Owens, Jr.	Val Verde
Authorized Signature	**Date**
Lewis G Owens Jr	January 22, 2020

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Assigned Course Administrator

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses, and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Juanita Barrera

Email of Administrator: jbarrera@valverdecounty.texas.gov

Phone Number of Administrator: 830-774-7543

Position/Office of Administrator: Human Resources Director

County IT Administrator

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT Administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and electeds.

Name of IT Administrator: Ramiro Barrera

Email of Registrant: rgbarrera@valverdecounty.texas.gov

Phone Number of Registrant: 830-703-6350

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Tex. Gov't Code § 2054.5191

Section 2054.5191 - Cybersecurity Training Required: Certain Employees

(a) Each state agency shall identify state employees who use a computer to complete at least 25 percent of the employee's required duties. At least once each year, an employee identified by the state agency and each elected or appointed officer of the agency shall complete a cybersecurity training program certified under Section 2054.519.

(a-1) At least once each year, a local government shall identify local government employees who have access to a local government computer system or database and require those employees and elected officials of the local government to complete a cybersecurity training program certified under Section 2054.519 or offered under Section 2054.519(f).

(b) The governing body of a local government may select the most appropriate cybersecurity training program certified under Section 2054.519 or offered under Section 2054.519(f) for employees of the local government to complete. The governing body shall:

(1) verify and report on the completion of a cybersecurity training program by employees of the local government to the department; and

(2) require periodic audits to ensure compliance with this section.

(c) A state agency may select the most appropriate cybersecurity training program certified under Section 2054.519 for employees of the state agency. The executive head of each state agency shall verify completion of a cybersecurity training program by employees of the state agency in a manner specified by the department.

(d) The executive head of each state agency shall periodically require an internal review of the agency to ensure compliance with this section.

Tex. Gov't. Code § 2054.5191

Added by Acts 2019, Texas Acts of the 86th Leg.- Regular Session, ch. 1308,Sec. 3, eff. 6/14/2019.

casetext

#52

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Lewis G. Owens Jr., County Judge

From: Juanita Barrera, HR Director

Date: January 16, 2020

Subject: **AGENDA ITEMS FOR JANUARY 2020**

Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from January 9, 2020 through January 22, 2020.

A. Ana Markowski-Smith, County Attorney, requesting to stop the issuance of checks to Jessica Shawver-Savino, Inter-Assistant County Attorney, effective January 3, 2020. Ms. Savino temporary status has ended.

B. Marion Cole, JP Pct. 3, requesting to stop the issuance of checks to Erika Hernandez, Deputy Clerk, effective January 6, 2020. Ms. Hernandez has been terminated.

C. Marion Cole, JP Pct. 3, requesting the issuance of checks to Jacqueline Flores, Deputy Clerk, with a salary of $24,550.00 effective January 21, 2020. Ms. Flores is replacing Erika Hernandez.

D. Rogelio Musquiz, Tax Assessor-Collector, requesting the issuance of checks to Melinda Hernandez, Temporary Clerk, with a salary of $10/hr. effective January 6, 2020. Ms. Hernandez is filling in a temporary position.