



COMMISSIONER'S COURT MINUTES
JUNE 24, REGULAR TERM, A.D. 2020

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

BE IT REMEMBERED that on this the 24TH day of JUNE 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; Absent, 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. Reciting the Pledge of Allegiance.
- 4. Approving and/or amending minutes from previous meetings.

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

- 5. Citizen's Comments.

1)

NONE

2)

3)

4)

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 COMMISSITIONERS COURT:

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

QUORUM

☒

COUNTY JUDGE

TG

Judge's Staff

☐

YR

Judge's Staff

☒

COMM. PRCT# 1

☐

A

COMM. PRCT# 2

☒

COMM. PRCT# 3

☒

COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

☒

COUNTY ATTY

COUNTY ATTY STAFF

COUNTY ATTY STAFF

DISTRICT CLERK

☒

IT

STEVEN

☒

SHERIFF

SHERIFF'S STAFF

☒

AUDITOR

☒

TREASURER

PURCHASING

☒

HR

TAX COLLECTOR

☒

RISK MGMT

FIRE DEPT

☒

EMERGENCY

MGMT

☐

JP #1

Constable #1

☐

JP #2

Constable #2

☒

JP #3

Constable #3

☐

JP #4

Constable #4

OTHER

☒

VA OFFICE

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

6. Approving subdivision plats.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				See item #14				

7. Approving certificates of compliance.

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

8. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-293	N	F		Motion to Approve		O,W,N,F		
				as presented				

9. Approving bills.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-294	N	F		Motion to Approve		O,W,N,F		
				as presented				

Matthew S. Weingardt, County Auditor

10. Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-295	N	F		Motion to Approve		O,W,N,F		
				as presented				

11. Budget Adjustment:

- A. Tax/AC Office – Add \$392.40 to computer maintenance for annual software updates from Harris Govern and authorize payment of Harris Govern invoice for the amount to \$392.40

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-296	N	F		Motion to Approve		O,W,N,F		
				as presented				

B. 83rd District Court- \$1,700.00 from Travel & Training to Office supplies.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-297	F	N		Motion to Approve		O,W,N,F		
				as presented				

Aaron D. Rodriguez, County Treasurer

12. Treasurer's Report.

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

Adrian Bitela, County Veterans Service Officer

13. Request for permission to create a Facebook page to be able to advertise the Veterans department's news, upcoming events and services offered.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-298	N	F		Motion to Approve		O,W,N,F		
				as presented				

Carlos Velarde, County Engineer

14. Revision of plat (Re-Plat) 105 Burge St.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-299	N	F		Motion to Approve as presented.		O,W,N,F		
				Dickerson Engineer Murillo				
				residence \$100 fee and additional				
				fees.				

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

Lewis G. Owens, Jr., County Judge

15. Discussing matters relating to COVID-19.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-300	N	F		Motion to lease 2 vehicles for		O,W,N,F		
				contact tracer and to issue them				
				credit cards and set a salary for Dr.				
				Gutierrez @ \$45,000.				

16. Approving engineering Contract from Dunaway Associates LP for ALCOA Field Improvements and granting authorization for County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-301	F	N		Motion to approve and authorize		O,W,N,F		
				Judge to sign.				

Martin Wardlaw, County Commissioner Pct. 1

17. Approving a request for and issuance of a PICO Fuel card for Pct.1 Light Equipment Operator David Medina.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-302	W	N		Motion to Approve		O,W,N,F		
				as presented.				

Juan C. Vazquez, County Commissioner Pct. 2

18. Approving a request for and issuance of a county credit card, PICO Fuel card and cell phone for Pct. 2 Foreman Sunny Faz.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-303	N	F		Motion to approve		O,W,N,F		
				as presented.				

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

Guillermo Sanchez, County Purchasing Agent

19. Approving a capital purchase of a Portable Hydrostatic Pressure Tester in the amount of \$1,329.99 for County Fire Department. Payment will come out of Fire Reserves Fund budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-304	F	N		Motion to Approve		O,W,N,F		
				as presented.				

20. Approving the procurement of technology products and equipment for Animal Control Department with budget line for payment to be determined by commissioner's court.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-305	N	F		Motion to approve as presented		O,W,N,F		
				and take from balance of				
				construction funds.				

21. Approving the renewal of a Pitney Bowes Postage Meter lease for the County District Clerk and authorizing the County Judge to sign. The lease term is 36 months at a cost of \$92.81 per month to be paid out of District Clerk Office Supplies budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-306	F	N		Motion to Approve		O,W,N,F		
				as presented.				

22. Approving the renewal of a Pitney Bowes Postage Meter lease for the County Sheriff's Office and authorizing the County Judge to sign. The lease Term is 60 months at a cost of \$136.33 per month to be paid out of Sheriff Operating Supplies budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-307	N	F		Motion to Approve		O,W,N,F		
				as presented.				

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

23. Approving the purchase of a County cell phone and Wi-Fi hot spot for County Covid-19 Case Investigator Amanda Aldaco.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-308	F	N		Motion to Approve		O,W,N,F		
				as presented.				

24. Approving the purchase of a County cell phone and Wi-Fi hot spot for County Covid-19 Contact Tracer Martin Soto.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-309	N	F		Motion to Approve		O,W,N,F		
				as presented.				

25. Approving the purchase of attachments for a skid steer in the amount of \$19,840.00 to be paid from the Parks & Building Maintenance Capital Outlay budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-310	N	F		Motion to Approve		O,W,N,F		
				as presented.				

26. Approving the purchase of a 2014 John Deere Motor Grader for Precinct 2 not to exceed the cost of \$130,000.00 at the request of Commissioner Vazquez to be a split payment between Pct. 2 Operating Expense budget line item in the amount of \$100,000.00 with the remainder to be paid out of Pct. 2 Capital Outlay budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-311	N	F		Motion to Table.		O,W,N,F		

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

Edgar Perez, Fairground Manager

27. Approving the transfer in the amount of \$5,000.00 from the Equipment Maintenance account to a Pct. 1 account as a credit for the Pct. 1 water truck.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-312	W	N		Motion to Approve		O,W,N,F		
				as presented.				

28. Approving fairgrounds lease agreements:

A. February 26 & 27, 2021 – Ron Woodbridge - Monster Truck Wars

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-313	F	N		Motion to Approve		O,W,N,F		
				as presented.				

B. November 6 & 7, 2020 – Cheryl Simmons - Rotary Club of Del Rio, TX – rodeo

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-314	N	F		Motion to Approve		O,W,N,F		
				as presented.				

C. July 25, 2020 - Martin Seca - The Living Stone Worship Center - Community Revival.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-315	N	F		Motion to approve as presented		O,W,N,F		
				And pending conflict check with				
				the City of Del Rio order.				

29. Approval of an updated lease agreement between VVC & Border Youth Soccer League (June 24th, 2020 – August 31, 2020)

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-316	F	N		Motion to approve as presented		O,W,N,F		
				Pending conflict check with City of				
				Del Rio order.				

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

Juanita Barrera, County HR Director

30. Approving proposed TAC Health & Employee Benefits Pool Renewal Packet for FY 2020-21 plan.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-317	N	F		Motion to approve as presented.		O,W,N,F		
				All benefits same. Dental 26¢				
				Increase.				

31. HR Monthly Report from June 11, 2020 through June 24, 2020.

- A. Martin Wardlaw, Commissioner Pct. 1, requesting to stop the distribution of checks to Jesus Reyna, Light Equipment Operator, effective June 12, 2020. Mr. Reyna has resigned.
- B. Juan C. Vazquez, Commissioner Pct. 2, requesting the distribution of checks to Sunny Faz, Foreman, with a salary of \$46,675.20 effective June 8, 2020. Mr. Faz has been promoted. Mr. Faz is replacing Guadalupe Puente who has resigned.
- C. Juan C. Vazquez, Commissioner Pct. 2, requesting the distribution of checks to Jose Rios, Heavy Equipment Operator, with a salary of \$33,000.00 effective June 16, 2020. Mr. Rios is replacing Sunny Faz who was promoted.
- D. David Bond, Librarian, requesting the distribution of checks to Roberto Lopez, Summer Part-time Librarian, with an hourly rate of \$8.00, effective June 11, 2020. Mr. Lopez is filling a vacant position.
- E. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Amanda Aldaco, Case Investigator, with a salary of \$32,000.00 effective June 16, 2020. Ms. Aldaco is filling a new position.
- F. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Martin Soto, Contact Tracer, with a salary of \$32,000.00 effective June 16, 2020. Mr. Soto is filling a new position.

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-318	N	W		Motion to Approve		O,W,N,F		
				as presented.				

Joe Frank Martinez, County Sheriff

32. Authorizing non-entering twenty-four-hour terminal agency agreement between the Val Verde Sheriff's Office and Laughlin Air Force Base.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-319	F	N		Motion to Approve renewal as		O,W,N,F		
				presented.				

Jerry Rust, County Fire Chief

33. Accepting donation of \$500.00 from Kell Wayne Walker, Jr. for 7 Oaks Ranch.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-320	F	N		Motion to Approve		O,W,N,F		
				as presented.				

Ana Markowski Smith, County Attorney

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

34. Closed session consultation pursuant to Texas Government Code:

- A. §551.071(2), attorney/client privilege
- B. §551.072. deliberation regarding real property.
- C. §551.071(1)(A) Contemplated Litigation

EXECUTIVE SESSION: _____ §551.071) _v_ _____ §551.071 _____v_ _____ §551.072 _____v_ _____ §551.071(1) (A) _____v_ _____

OTHER _____ BEGAN @ _____ 9:24 am _____ ENDED @ _____ 10:44 am _____ BREAK @ _____

RESUMED @ _____ ACTION AFTER EX: _____

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

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in a closed 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.

35. Commissioners' comments.

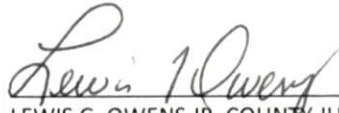
36. County Judge's comments. Having meeting on Friday, June 26, 2020 with City. Going to approach City to help find contact tracers and PPE for those persons who have COVID. We are currently at 107 as confirmed by Dr. Gutierrez.

37. Adjourn. 11:02 AM

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the County Judge's Office at 830-774-7571 at least two (02) business days prior to the meeting so that appropriate arrangements can be made.

The foregoing, recorded in Volume 57, pages 504-556, inclusive, was on this the 8th day of July A.D. 2020, read and is hereby **APPROVED**.

Respectfully submitted,


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



ATTEST

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

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

County of Val Verde



Lewis G. Owens Jr.
County Judge

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

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

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

Social distancing and face masks required

June 24, 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. Approving subdivision plats.

7. Approving certificates of compliance.
8. Approving monthly reports from elected officials.
9. Approving bills.

Matthew S. Weingardt, County Auditor

10. Auditor's Report.

11. Budget Adjustment:

- A. Tax/AC Office – Add \$392.40 to computer maintenance for annual software updates from Harris Govern and authorize payment of Harris Govern invoice for the amount to \$392.40.
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12. Treasurer's Report.

Adrian Bitela, County Veterans Service Officer

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Carlos Velarde, County Engineer

14. Revision of plat (Re-Plat) 105 Burge St.

Lewis G. Owens, Jr., County Judge

15. Discussing matters relating to COVID-19.
16. Approving engineering Contract from Dunaway Associates LP for ALCOA Field Improvements and granting authorization for County Judge to sign.

Martin Wardlaw, County Commissioner Pct. 1

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Juan C. Vazquez, County Commissioner Pct. 2

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Guillermo Sanchez, County Purchasing Agent

19. Approving a capital purchase of a Portable Hydrostatic Pressure Tester in the amount of \$1,329.99 for County Fire Department. Payment will come out of Fire Reserves Fund budget line item.
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-
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-
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34. Closed session consultation pursuant to Texas Government Code:

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- B. §551.072, deliberation regarding real property.
- C. §551.071(1)(A) Contemplated Litigation

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in a closed 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.

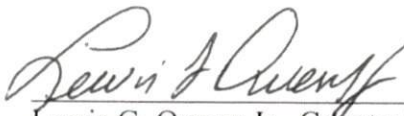
35. Commissioners' comments.

36. County Judge's comments.

37. Adjourn.

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Our next Regular Commissioners Court Meeting will be **July 8, 2020 @ 9:00 a.m.;**
Agenda Items are due THURSDAY, JULY 2, 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
JUNE 18TH, 2020: AT 3:15 AM/PM

FILED
2020 JUN 18 P 3:15
MA
CLERK

400 Pecan Street • Del Rio, TX 78840

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 18th day of June, 2020, at 3:15 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.




Generosa Gracia-Ramon
Val Verde County Clerk

#16

**ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES PART I
AGREEMENT**

THIS AGREEMENT, entered into this 24th day of June, 2020, by and between the COUNTY OF VAL VERDE, hereinafter called the "County", acting herein by Lewis G. Owens Jr. Val Verde County Judge hereunto duly authorized, and Dunaway Associates, LP hereinafter called "Firm" acting herein by Bryan Kye Mask, ASLA.

WITNESSETH THAT:

WHEREAS, the County of VAL VERDE desires to reconstruct the existing baseball fields, including restrooms, demolition of existing fencing, lighting, and other improvements; installation of new lighting, fencing, fill, irrigation, and other appurtenances under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and

Whereas the County desires to engage Dunaway Associates, LP to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number 721XXXX ALCOA FIELD IMPROVEMENTS.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

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

2. Time of Performance - The services of the Firm shall commence on June 24, 2020. In any event, all of the services required and performed hereunder shall be completed no later than June 23, 2022.

3. Local Program Liaison - For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. 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 Firm 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 Firm shall retain all required records for three years after the City/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 **\$65,000 (Sixty-Five Thousand Dollars)**. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm 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 attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, 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.

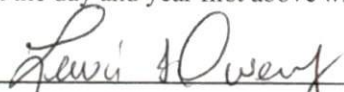
8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde 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 an incorporated into this Agreement.

9. Extent of Agreement

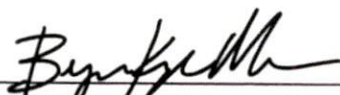
This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments:] represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and the Firm.

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)

Lewis G. Owens Jr.
(Printed Name)

County Judge
(Title)

BY: 
(Firm/Contractor's Authorized Representative)

Bryan Kye Mask
(Printed Name)

Regional Manager | Associate Principal
(Title)

PART II SCOPE OF SERVICES

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

SCOPE OF SERVICES

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
3. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
4. Furnish the County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
6. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
7. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
8. Conduct bid opening and prepare minutes.
9. Tabulate, analyze, and review bids for completeness and accuracy.
10. Accomplish construction contractor's eligibility verification through www.SAM.gov.
11. Attend pre-construction conference and prepare copy of report/minutes.
12. Issue Notice to Proceed to construction contractor. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
13. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
14. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
15. Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
16. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
17. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
18. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

19. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDA, unless State or local law provides otherwise.
20. Revise contract drawings to show the work as actually constructed and furnish the County with a set of "record drawings" plans.
21. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
3. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
5. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement.
6. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor

regulations (29 CFR Part 5); and

7. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
8. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed. STANDARD OF PERFORMANCE AND DEFICIENCIES

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

**PART III -
PAYMENT SCHEDULE**

County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed as follows:

1. Survey
2. Geotech

The fee for all other Special Services shall not exceed a total of Sixteen Thousand Nine Hundred Twenty-Five Dollars (\$16,925). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of Ten Thousand and Five Hundred (\$10,500).
2. The Firm shall be paid upon completion of geotechnical engineering (soil borings), necessary field data, and acquisition data, if applicable, the sum of Six Thousand Four Hundred Twenty-Five (\$6,425).
3. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
4. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
5. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm 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 Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this 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 Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

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

2. Termination for Convenience of the County.

County may at any time and for any reason terminate Contractor's services and work at City/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 affected 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 Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this 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 Amendment 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this 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 Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 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. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm 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 Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

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

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm 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 Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

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

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

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, 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 Firm 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 Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, 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 Firm 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 Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm 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 Firm 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 Firm'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 Firm 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 Firm 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 Firm 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 Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm 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 Firm 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 of the Rehabilitation Act of 1973, as amended. The Firm 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 Firm 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.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

20. 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 Agreement 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 Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm'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 Firm 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 Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm 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 Firm'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 contract 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).

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

<i>Activity To Be Completed by Date Specified:</i>		<i>Milestone Date</i>
<i>Procurement of Professional Services Completed</i>	<i>Month 2</i>	<i>7/1/2020</i>
<i>4-Month Conference Call / Meeting Completed ""</i>	<i>Month 4</i>	<i>10/1/2020</i>
<i>Plans and Specifications Completed</i>	<i>Month 6</i>	<i>12/1/2020</i>
<i>Plans and Specifications Submitted for Approval (as required ')</i>	<i>Month 6</i>	<i>12/1/2020</i>

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____	_____
_____	_____
_____	_____

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

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

FORM CIQ

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.

Dunaway Associates, LP

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.

NONE

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

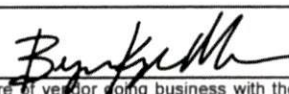
☒

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.

NONE

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

6/16/2020

Date

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.

21



Sourcewell (formerly known as NJPA) State & Local FMV Lease

Agreement Number																			

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee				Tax ID # (FEIN/TIN)			
VAL VERDE COUNTY DISTRICT CLERK							
Sold-To: Address							
100 E BROADWAY STSTE 105, DEL RIO, TX, 78840-5539, US							
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #			
Melissa Vasquez		(830) 774-7505		0010219414			
Bill-To: Address							
901 N BEDELL AVESTE A, DEL RIO, TX, 78840-4170, US							
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #		Bill-To: Email	
Mary Hernandez		(830) 774-7584		0011376421		mhernandez@valverdecountry.texas.gov	
Ship-To: Address							
100 E BROADWAY STSTE 105, DEL RIO, TX, 78840-5539, US							
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #			
Joann Cervantes		(830) 774-7538		0010219414			
PO #							

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1E35	4" White Label Printer w/lifter base
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	C200	SendPro C200
1	DM2RKL	Return Kit for DM200/225 - Large
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access

1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb / 3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 92.81	\$ 278.43

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☐ Purchase Power® transaction fees included
☒ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lewis Owens Jr
Lessee Signature

Lewis G. Owens Jr
Print Name

County Judge
Title

6-24-20
Date

mr.squero@valverdecounty.texas.gov
Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Lori Damato	lori.damato@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



Sourcewell (formerly known as NJPA) State & Local FMV Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

VALVERDE COUNTY SHERIFFS DEPT

746000673

Sold-To: Address

295 Hamilton LN2523 Farm RD, DEL RIO, TX, 78841, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Melissa Vasquez

(830) 774-7505

0012390037

Bill-To: Address

901 N Bedell Ave Ste A, Del Rio, TX, 78840-4170, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Mary Hernandez

(830) 774-7584

0010771735

mhernandez@valverdecountrytexas.gov

Ship-To: Address

295 Hamilton LN2523 Farm RD. DEL RIO, TX. 78841. US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Juanita Diaz

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User

US187745.6

4/20

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Pitney Bowes Confidential Information

Page 1 of 3

Y101845803

See Pitney Bowes Terms for additional terms and conditions

Sales Information		
Jacob Leonard	jacob.leonard@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



#30

May 11, 2020

Hon. Lewis Owens
Val Verde County Judge
400 Pecan St
Del Rio, TX 78840-5140

Dear Judge Owens:

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) is pleased to enclose Val Verde County's employee benefit renewal packet for your upcoming plan anniversary date. We are hopeful that by providing this information earlier than ever before, you will be able to allow your employees to make their open enrollment changes online through the Employee Self-Service portal, <https://mybenefits.county.org>. Please be sure to read through your entire packet for information about how to process your renewal, as well as information about the new EAP benefits included with your health plan.

Here are some highlights of your Plan Year 2020-21 (PY2021) renewal:

As it has been for over a decade, the Pool renewal for PY2021 is below the national average for health plan rate increases (trend). This year, we are projecting a national combined medical and Rx trend of 6.4%. Renewal rates are set annually using a comprehensive process which determines the actuarial needs of the Pool for the coming year. We then evaluate each individual county or district based on a combination of the group's size, claims experience, age, and geographic area. Based on this analysis, your group's renewal rate may be above or below the trend rate.

Val Verde County's Renewal Rate change(s):

Health Plan: 0%

Dental Plan: + 2%

Life and Vision: No change to Life or Vision Rates for PY2021

Your renewal information may include alternate benefit plans with pricing (if not, alternates are available upon request). Please see the enclosed 'Alternate Plan instructions' document to learn how to view and select a plan that is not the same as your current benefit. Contact your Employee Benefits Consultant right away if you:

- Want to discuss other alternates, and/or to learn about the impact of changes to your plan
- Want information about other TAC HEBP employee benefit plans (Dental, Life, or Vision)
- Are considering changes to your personnel policies that will affect benefits (such as adding/dropping retiree benefits, changing waiting period, etc.)

Your Employee Benefits Consultant: Ernesto Martinez (ernestom@county.org) (800) 456-5974

Deadline for returning signed renewal documents to TAC HEBP: June 30, 2020

Other important items to note for the upcoming plan year:

- **NEW: EAP Benefits:** Beginning on October 1, your employees will have access to an outstanding Employee Assistance Program (EAP) as a part of your TAC HEBP health plan. Please see the attached EAP Introduction document for more information.
- **Healthy County forms:** Your renewal packet includes Healthy County Contacts and CSI (County Specific Incentive) documents. Please review and make changes as needed to your Wellness contact information. Please be sure to complete both forms and return them with your renewal.
- **Affordable Care Act Fees:** The HEBP Board voted to pay 2020 ACA fees on behalf of Pooled groups; see attached 'Health Care Reform Updates' document for details.
- **Open Enrollment Toolkit:** This will be sent via email by July 15, and contains the forms and notices your group will need to process employee benefit renewals.
- **Easy Peasy Quick & Easy:** Once your renewal benefit decision has been approved, complete Val Verde County's Renewal Notice and Benefits Confirmation (RNBC) online through the OASys system. After the form has been entered online, please print and initial/sign where indicated, and return to TAC HEPB via email, or fax to (512) 481-8481 on or before the date shown below.

ACTION REQUIRED: Please present the renewal, with Alternates if desired, to the Commissioners Court for a decision. Once the renewal plan has been selected, complete the RNBC form online, and return the initialed and signed RNBC to TAC no later than June 30, 2020.

NOTE: Submitting your RNBC after the due date will result in a delay in implementing your benefit plan renewal, including employee enrollment changes.

TAC HEBP understands how valuable medical coverage is for your employees and their families. We appreciate your partnership with the Pool, and want to continue helping Val Verde County offer this important benefit. Again, we thank you for your membership in the Pool and look forward to working with you for the upcoming plan year.

Sincerely,



Quincy Quinlan, Director
Health and Benefits Services Department
Texas Association of Counties

cc: Juanita Barrera

Renewal Attachments:

Renewal Letter

Renewal Documents

- Renewal Notice and Benefit Confirmation (RNBC)
- Alternate Health Plan Proposal (available by request for HRA or HSA plans)
- 12-month Claims Report
- High-Cost Claimant (HCC) Report

Healthy County Wellness Contacts designation form

Healthy County County-Specific Incentive (CSI) election form

Renewal Packet

Renewal Packet contents:

Renewal Checklist

Renewal Calendar

Alternate Plan Selection and Online RNBC completion instructions

New Benefit: Employee Assistance Program (EAP) Introduction

Employee Self-Service for Open Enrollment instructions

Health Care Reform update memo for 2020-21

TAC HEBP Territory Map and Contacts

Grandfathered Plan FAQ



% TEXAS ASSOCIATION of COUNTIES ★
HEALTH AND EMPLOYEE BENEFITS POOL

2020 - 2021 Renewal Notice and Benefit Confirmation

Group: 25511 - Val Verde County

Anniversary Date: 10/01/2020

Return to TAC by: 07/03/2020

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to ErinC@county.org.
For any plan or funding changes other than those listed below, please contact Erin Crafton at 1-800-456-5974.

MEDICAL

Medical: Plan 600 \$25 Copay, \$250 Ded, 80%, \$2000 OOP Max RX Plan: Option 4A \$10/25/40, \$0 Ded
Your % rate increase is: 0.00%

Your payroll deductions for medical benefits are:

Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2020	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$506.58	\$506.58	\$506.58	\$-0-	\$-0-
Employee + Child	\$714.96	\$714.96	\$506.58	\$208.38	\$208.38
Employee + Child(ren)	\$814.02	\$814.02	\$506.58	\$307.44	\$307.44
Employee + Spouse	\$1,096.62	\$1,096.62	\$506.58	\$590.04	\$590.04
Employee + Family	\$1,264.94	\$1,264.94	\$506.58	\$758.36	\$758.36

mc Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan III w/Ortho- 80% Prevent., \$75 Ded, 80% Bas. 50% Major

Your % rate increase is: 2.00%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2020	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$13.64	\$13.90	\$13.90	\$-0-	\$-0-
Employee + Child(ren)	\$27.28	\$27.82	\$13.90	\$13.92	\$13.92
Employee + Spouse	\$36.60	\$37.32	\$13.90	\$23.42	\$23.42
Employee + Family	\$50.26	\$51.26	\$13.90	\$37.36	\$37.36

mc Initial to accept Dental Plan and New Rates.

LIFE - BASIC

Basic Life Products:
(Rates are per thousand)

Coverage Volume per Employee: \$10,000

	Current Rates	New Rates Effective 10/1/2020	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.173	\$0.173	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%

Coverage Volume per Retiree: \$2,500

Basic Retiree Life	\$0.173	\$0.173	100%	0%
--------------------	---------	---------	------	----

 Initial to accept New Basic Life Rates.

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical ☐ Pre 65 ☐ Post 65
Dental ☐ Pre 65 ☐ Post 65

Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

Employees
Date of hire

Elected Officials
Date of hire

 Initial to confirm.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☐ County/Group processes COBRA on OASYS

**County/Group is responsible for fulfilling COBRA notification process and requirements. 0*

☐ BCBS COBRA Department processes COBRA

**BCBS COBRA Department administers via COBRA contract with the County/Group*

 pw Initial to confirm COBRA Administration.

PLAN INFORMATION

Broker or Consultant Information

Please confirm your broker or consultant's name, if applicable:

Agency Name _____
Agency Address _____
Number and Street _____
City _____
State _____
Zip _____
Broker _____
Representative or _____
Consultant's Name _____
Contact Phone Number _____
Contact Email Address _____

Initial to confirm Broker or Consultant information

- Please update broker or consultant's information.
- If applicable, broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **07/03/2020** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

TAC HEBP Member Contact Designation Val Verde County

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.
Please list changes and/or corrections below.

Name/Title Juanita Barrera /Human Resource Director
Address 300 Pecan
Del Rio, TX 78840-1491
Phone 830-774-7543
Fax 830-774-7642
Email jbarrera@valverdecountry.texas.gov

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Mr. Matthew Weingardt/County Auditor
Address 901 Bedell Avenue Suite A
Del Rio, TX 78840
Phone 830-774-7584
Fax 830-774-7508

Email mweingardt@valverdecountry.texas.gov HIPAA Secured Fax

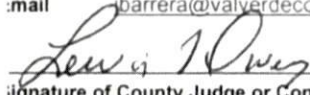
COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Juanita Barrera/Human Resources Director
Address 300 Pecan
Del Rio, TX 78840
Phone 830-774-7543
Fax 830-774-7642

Email jbarrera@valverdecountry.texas.gov

 6-24-20 Date:
Signature of County Judge or Contracting Authority

Please PRINT Name and Title LEWIS G OWENS JR County Judge

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



2020 - 2021 Alternate Plan Proposal

Group: 25511 - Val Verde County

Effective Date: 10/01/2020

	Current Plan Year Renewal Rates		Option 1	Option 2	
	Plan:	600	600	600-G2	800-NG
	Option:	RX-4A	RX-4A	RX-4A-G2	RX-4A-NG
Rates					
Employee Only		\$506.58	\$506.58	\$491.94	\$492.92
Employee + Child		\$714.96	\$714.96	\$694.14	\$695.52
Employee + Child(ren)		\$814.02	\$814.02	\$790.26	\$791.84
Employee + Spouse		\$1,096.62	\$1,096.62	\$1,064.48	\$1,066.60
Employee + Family		\$1,264.94	\$1,264.94	\$1,227.80	\$1,230.26
Medical Plan					
Deductible In/Out Network		\$250/500	\$250/500	\$340/680	\$500/750
Co-Insurance % In/Out		80/60	80/60	80/60	80/60
Co-Insurance Maximum		\$2000/4000	\$2000/4000	\$2750/5500	\$2500/5000
Office Visit		\$25	\$25	\$30	\$25
Specialist Visit					
Emergency Room Hospital		\$90	\$90	\$100	\$100
Prescription Plan					
Prescription Card Co-Pay		10/25/40	10/25/40	15/30/50	10/25/40
Deductible		\$0	\$0	\$0	\$0

Proposal rates are based on the following information:

Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
Retirees pay the same premium as active employees regardless of age for medical and dental.
Form must be received by 07/03/2020 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here _____

Fax the signed document to 1-512-481-8481.

Signature _____ Date.

25511 - Val Verde County, 2021, Alternate Plan Proposal



PY 2021 12 Month Medical Report

Post Date : Mar 2020

Metrics Rows (Average Members, Average Subscribers, Total Contribution, Medical Paid, Pharmacy Paid, Paid) (Paid Columns Paid Date)

Date Coverage (Metrics)

Type Group Last 12 TimeMonths (Medical)

(025511 - VAL VERDE COUNTY EMPLOYEES/TAC)									
Paid Date	Average Subscribers	Average Members	Total Contribution	Medical Paid	Pharmacy Paid	Paid			
Apr 2019	267	354	\$149,516.12	\$96,301.98	\$20,907.43	\$117,209.41			
May 2019	269	354	\$148,230.40	\$99,105.03	\$24,281.04	\$123,386.07			
Jun 2019	272	363	\$149,736.80	\$116,809.43	\$20,958.61	\$137,768.04			
Jul 2019	269	360	\$149,246.80	\$175,424.71	\$25,972.16	\$201,396.87			
Aug 2019	270	358	\$149,415.62	\$103,813.54	\$21,696.80	\$125,510.34			
Sep 2019	268	355	\$147,337.00	\$80,590.49	\$20,345.70	\$100,936.19			
Oct 2019	274	367	\$153,829.70	\$88,223.53	\$36,290.79	\$124,514.32			
Nov 2019	274	364	\$154,028.84	\$110,771.39	\$20,604.72	\$131,376.11			
Dec 2019	274	363	\$153,313.88	\$74,429.93	\$24,662.49	\$99,092.42			
Jan 2020	274	362	\$153,105.50	\$139,233.45	\$33,691.62	\$172,925.07			
Feb 2020	278	370	\$153,863.86	\$120,075.37	\$16,777.46	\$136,852.83			
Mar 2020	280	370	\$152,036.68	\$81,223.74	\$31,470.53	\$112,694.27			
Total: Selected Filter(s)	272	362	\$1,813,661.20	\$1,286,002.59	\$297,659.35	\$1,583,661.94			



PY 2021 - No PHI HCC Report

Post Date : Mar 2020

Paid Band : Total (\$10,001 - \$30,000, \$30,001 - \$50,000, \$50,001 - \$75,000, \$75,001 - \$100,000, \$100,001 - \$150,000, \$150,001 - \$200,000, \$200,001 - \$250,000, \$250,001 - \$300,000, \$300,001 - \$400,000, \$400,001 - \$500,000, \$500,001 - \$500,000+)

Metrics : (Paid)

Group : (025511 - VAL VERDE COUNTY EMPLOYEES/TAC)

Paid Month : Last 12 TimeMonths

Service Category : Exclude (Dental)

Paid : descending		Member Status	Medical Paid Pharmacy Paid		Paid
Encrypted Member ID					
11650128544	Active		\$61,182.57	\$3,034.03	\$64,216.60
11690128675	Active		\$62,697.61	\$84.84	\$62,782.45
3054250805	Active		\$61,218.28	\$81.59	\$61,299.87
18270561259	Active		\$13,828.90	\$34,100.97	\$47,929.87
17430506750	Active		\$44,831.04	\$287.15	\$45,118.19
16620234842	Active		\$379.95	\$40,966.32	\$41,346.27
19070449316	Active		\$40,870.86	\$0.00	\$40,870.86
17810025628	Active		\$38,307.78	\$71.75	\$38,379.53
30655911757	Active		\$312.92	\$33,894.77	\$34,207.69
18310448210	Active		\$32,990.46	\$450.40	\$33,440.86
3040612429	65+ Retiree		\$32,560.01	\$48.91	\$32,608.92
17210162460	Active		\$30,986.02	\$53.62	\$31,039.64
17210315242	Active		\$30,037.74	\$34.10	\$30,071.84
19150323464	Active		\$29,379.35	\$3.80	\$29,383.15
3080208760	Active		\$5,474.93	\$18,005.34	\$23,480.27
3040612366	Under 65 Retiree		\$23,236.32	\$31.14	\$23,267.46
16520279606	Active		\$22,010.45	\$16.04	\$22,026.49
15770067991	Active		\$13,624.74	\$7,810.50	\$21,435.24
17030666976	Active		\$17,256.24	\$3,525.02	\$20,781.26
17560319937	Active		\$20,194.31	\$0.00	\$20,194.31
3071002637	Active		\$18,580.06	\$50.29	\$18,630.35
3040612393	Active		\$14,904.59	\$3,235.80	\$18,140.39
3060536773	Active		\$4,298.03	\$13,619.14	\$17,917.17
17510650772	Active		\$14,428.47	\$2,798.25	\$17,226.72

TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS

11220000975	Active	\$2,181.51	\$14,630.50	\$16,812.01
3100375839	Active	\$4,234.93	\$11,227.19	\$15,462.12
11220000978	Active	\$13,697.57	\$116.75	\$13,814.32
18340109782	Active	\$13,680.29	\$0.00	\$13,680.29
18240447162	Active	\$6,267.61	\$7,392.52	\$13,660.13
16240375194	Active	\$12,904.43	\$0.73	\$12,905.16
18041369051	Active	\$7,481.89	\$5,028.68	\$12,510.57
18870009530	Active	\$2,232.59	\$10,093.95	\$12,326.54
3040612433	65+ Retiree	\$8,022.39	\$3,701.34	\$11,723.73
3071002654	Active	\$1,973.70	\$9,533.63	\$11,507.33
3210536215	Active	\$11,150.19	\$30.32	\$11,180.51
17600126627	Active	\$10,866.21	\$0.00	\$10,866.21
Query Total	36	\$728,284.94	\$223,959.38	\$952,244.32
Report Total	36	\$728,284.94	\$223,959.38	\$952,244.32



Renewal PY 2021 - 12 Month Dental Report

Post Date : Mar 2020

(Average Subscribers, Average Members, Total Contribution, Dental Paid)

(Paid Date)

(Metrics)

Last 12 TimeMonths (Dental)

(025511 - VAL VERDE COUNTY EMPLOYEES/TAC)

Paid Date	Average Subscribers	Average Members	Total Contribution	Dental Paid
Apr 2019	266	373	\$4,956.04	\$2,658.79
May 2019	268	372	\$4,880.54	\$6,061.54
Jun 2019	271	382	\$4,936.78	\$3,462.62
Jul 2019	268	379	\$4,960.48	\$3,689.47
Aug 2019	269	379	\$4,988.60	\$2,754.44
Sep 2019	267	375	\$4,908.66	\$2,666.64
Oct 2019	273	385	\$4,870.82	\$5,164.52
Nov 2019	273	385	\$4,884.46	\$6,930.76
Dec 2019	273	382	\$4,820.58	\$5,601.74
Jan 2020	273	381	\$4,806.94	\$4,150.33
Feb 2020	278	394	\$4,843.56	\$3,629.16
Mar 2020	280	394	\$4,789.00	\$5,053.95
Total: Selected Filter(s)	272	382	\$58,646.46	\$51,823.96

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