



**COMMISSIONER'S COURT MINUTES
AUGUST 19 REGULAR TERM, A.D. 2020**

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

BE IT REMEMBERED that on this the 19TH day of AUGUST 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	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-394	N	F		Motion to		O,W,V,N,F		
				approve August				
				5 th & August 10th				
				minutes.				

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 COMMISSIONERS COURT:

MOTION KEY:

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

QUORUM

☒ COUNTY JUDGE

____ Judge's Staff

____ Judge's Staff

☒ COMM. PRCT# 1

☒ COMM. PRCT# 2

☒ COMM. PRCT# 3

☒ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

____ COUNTY ATTY

____ COUNTY ATTY STAFF

____ COUNTY ATTY STAFF

____ DISTRICT CLERK

____ IT

____ SHERIFF

____ SHERIFF'S STAFF

☒ AUDITOR

☒ TREASURER

☒ PURCHASING

____ HR

☒ TAX COLLECTOR

☒ RISK MGMT

____ FIRE DEPT

☒ EMERGENCY MGMT

____ JP #1 Constable #1

____ JP #2 Constable #2

____ JP #3 Constable #3

____ JP #4 Constable #4

____ OTHER

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

6. Budget Workshop.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-395	N	V		Travel and training-go back to #'s		O,W,V,N,F		
				last year and cut by 60% from				
				previous year and look at it at				
				beginning of next year to see if				
				any adjustment.				

New employees-Building Maintenance, Community Center, Tax Office. No new.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-396	N	W		Move part-time to full-time at tax		O,W,V,N	F	
				Office. Remove one from Community				
				Center and one in Building Maintenance.				

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-397	F	N		Motion to approve additional		O,W,V, N,F		
				monies to Emergency Management.				

2.1 Million deficits (transfer to R & B) year ending balance – 2 million.

Pay off lease on fire trucks \$123,000. Travel and training cut saves \$150,000.

County Clerk-budget okay, travel and training addressed. Adrian okay with his budget. District Court (63rd) waiting on shredder (capital outlay) out of special account.

J.P. 1 -Okay -Monies out special.

J.P. 2 – Okay.

J.P. 3 - Judge will meet with her.

J.P. 4 – Okay.

County Court-At-Law

Changes in office supplies.

Travel and training – Use DWI Funds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-398	N	F		Supplies will come back to		O,W,V,N,F		
				original amount.				

County Attorney – More money in civil litigation -Contingency doesn't want to come back to court access somewhere else to another account. Leave as is.

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

Auditor – rent savings and IT. Fund through December and then credit 75% out of \$18,000, Auditor 75% out of \$18,000, leave 25%, Treasurer 75% out of \$18,000, leave 25%.

Tax Assessor – One part-time to full-time -increase is not correct in budget. Juanita will look.

IT – Okay.

Purchasing – Okay.

County Agent – No Change.

Library – Lower copier maintenance from \$11,420 to \$8,000. Bond money to purchase books.

City Fire Dept. – Another firetruck. Drones purchased last year.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-399	N	V		Set aside \$125,000 for training.		O,W,V,N,F		

Building Maintenance – Okay. Remove proposed new position.

\$25,500 for water truck.

\$25,000 for truck.

Reclassify 2 positions – (1) machinery.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-400	N	W		Leave machinery in and re-look		O,W,V,N,F		
				at rest in March/April.				

Sheriff's – 4 vehicles – 24/26 patrol.

Decrease Drs. and meds.

Reduced 34 to 9,000.

Reduced 200 to 240.

3 – generators -capital outlay \$34,000 in budget plus \$8,500 to fix generators.

2 – trucks.

2 – cars.

Radios.

Commissioner Nettleton = work at diesel generators before next meeting. Total 5.

Madison Group - would like to take out – money is in budget.

Nettleton/Vazquez = Put in and stay with Madison.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-401	N	V		Leave machinery in and re-look		N,V,W,F	O	
				at rest in March/April.				

Attorneys increase by \$200,000 – capital cases, contingency added \$500,000.

Family violence – \$90,000 funding requesting City's half.

*Casa De La Cultura – Hotel/Motel – No.

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*Whitehead Museum-Hotel/Motel – No.
*Ask them for budget for next budget meeting.
Risk Management – Increase in supplies.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-402	N	V		Motion to add capital outlay		O,W,V,N,F		
				survey equipment \$28,000 for				
				risk.				

Constable-Prct 1 –
Constable-Prct 2 – Okay.
Constable-Prct 3 -

Community Center – next meeting.
Human Resources – Okay.
Road and Bridge – add: equipment repairs \$30,000.

Prct 1 – Operating and FEMA (come out) back to original.
Prct 2 - Paving (TR12) operating added FEMA money to operating capital outlay – rollover.
Prct 3 - FEMA money to operating, add \$28,000 for loader.
Prct 4 - Okay -Animal Control - \$18,000-comes out. Next time: Special funds.

7. Approving subdivision plats.

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

8. Approving certificates of compliance.

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

9. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-403	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

10. Approving bills.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-404	N	F		Motion to Approve as presented.		O,W,V,N,F		

11. Presentation: TAC Representative Victor Ovalle presenting "Making a Difference" Award & Safety Award.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation Only.				

Carlos Velarde, County Engineer

12. Approving AEP Distribution Line Relocation on Cienegas Road and Vega Verde Rd. and other matters relating thereto.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Send letter to City that we are getting ready to work on road if they want changes.				

13. Approving re-plat of 105 and 107 Burge, Lots 3 & 4, Val Verde Park Estates No. 2.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-405	V	N		Motion to Approve as presented.		O,W,V,N,F		
			V	Motion to amend and charge actual costs for replat fee.	W		O,W,V,F	N

14. Approving and determining fee for commercial re-plat of three (03) lots totaling 8.755 acres in the Pohler Addition on Farley Lane.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-406	F	N		Motion to Approve as presented.		O,W,V,N,F		

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Matthew S. Weingardt, County Auditor**15. Auditor's Report.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-407	N	F		Motion to Approve		O,W,V,N,F		
				As presented.				

16. Certifying revenue and assigning appropriation: Parks – Vehicle/Equipment Auction GovDeals in the amount of \$3,154.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-408	N	F		Motion to approve as presented &		O,W,V,N,F		
				Money goes back to Parks Capital				
				and rollover.				

17. Budget Adjustment:**A. Attorneys other - \$23,215.00 from available appropriations.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-409	N	F		Motion to approve as presented		O,W,V,N,F		
				out of contingency (Bicker staff				
				will bill on SE Ranch).				

B. County Fire Department - \$3,500 from Uniforms to Office Supplies.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-410	N	V		Motion to approve as presented.		O,W,V,N,F		

C. Tax Assessor Collector Dept. - \$1,700 from Travel to Office Supplies.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-411	F	N		Motion to approve as presented		O,W,V,N,F		

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Rogelio R. Musquiz Jr., Tax Assessor Collector

18. Approving funding in the amount of \$1,200 for the setup and transfer of the city's tax database to the county's database.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-412	V	N		Motion to approve as presented		O,W,V,N,F		
				from Contingency and will budget				
				the same for next year.				

19. Approving funding in the amount of \$7,200 for mailing of 2020 tax statements.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-413	N	V		Motion to approve as presented		O,W,V,N,F		
				and spend from this year's budget				
				And reduce next year's budget by				

Aaron D. Rodriguez, County Treasurer

20. Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-414	N		F	Motion to Approve		O,W,V,N,F		
				as presented.				

Lewis G. Owens, Jr., County Judge

21. Discussing matters relating to COVID-19.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report Only-----6 tracers approved;				
				Interlocal with City and County letter				
				sent to Chris Ryan regarding Lake				
				opening the boat docks on weekend.				

22. Approving Esser & Company Consulting LLC contract for management of County Transportation Infrastructure Fund Program.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-415	N	F		Motion to approve as presented.		O,W,V,N,F		

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

23. Accepting donation in the amount of \$1,800.00 to benefit the County's Food Distribution Program.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-416	N	V		Motion to approve as presented.		O,W,V,N,F		

Robert "Beau" Nettleton, County Commissioner Pct. 3

24. Approving an electric/cooperative membership agreement between Val Verde County and Rio Grande Electric for the purpose of installing an electric meter along with light pole at the county pocket in Pandale.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-417	N	F		Motion to approve as presented.		O,W,V,N,F		

Guillermo Sanchez, County Purchasing Agent

25. Authorizing the capital purchase of two (02) office desks for the Purchasing Department at a price of \$1,199.99 each to be paid out of County Administration Building Improvements Account.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-418	N	F		Motion to approve as presented		O,W,V,N, F		

26. Reviewing the RFP on Geotechnical Testing for Frontera Road Project Bid Number 20-006.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-419	N	F		Motion to reject all bid and rebid		O,W,V,N,F		

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27. Authorizing the capital purchase of a Double Drum Steel Roller for Precinct 4 at an estimated price of \$41,000 to be paid out of operating/paving to be moved to capital outlay account.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-420	N	V		Motion to Deny purchase request.				
			N	Amend to pay out of Capital.	V	O,W,V,N,F		

Edgar Perez, Fairgrounds Manager

28. Discussing fairgrounds policy on collection of late fees and possible evictions for nonpayment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-421	N	W		Motion to send letter giving him		O,W,V,N,F		
				30 days to pay all fees or be				
				evicted.				

Joe Frank Martinez, County Sheriff

29. Authorizing the Sheriff to purchase a paper shredder for the amount of \$1,179.99 to be paid out of the Operating Supplies line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-422	F	N		Motion to approve as presented.		O,W,V,N,F		

30. Authorizing the Sheriff to purchase a Dell Sonic Wall TZ350 for the amount of \$742.00 to be paid out of the Operating Supplies line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-423	N	F		Motion to approve as presented.		O,W,V,N,F		

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

31. Authorizing the Sheriff and the County Judge to sign the Update on Law Enforcement Support Office (LESO) Application for Participation (1033 Program).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-424	N	F		Motion to approve as presented.		O,W,V,N,F		

32. Approving the Organized Crime Drug Enforcement Task Forces FY 2020 Agreement.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-425	N	F		Motion to approve as presented.		O,W,V,N, F		

Juanita Barrera, County Human Resources

33. Authorizing CVS Pharmacy to administer flu shots to county employees at the courthouse.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-426	N	F		Motion to approve as presented.		O,W,V,N,F		
				(Mid -September)				

34. Clarifying the stay at home leave policy for employees with children who attend school.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-427	N	F		Employees with school age children		O,W,V,N, F		
				doing 3 weeks stay home. Motion to				
				Pay 3 weeks and after that C/T &				
				A/L. (Note: 66 employees have used all				
				of their 80 hours COVID leave.)				

Generosa G. Ramon, Val Verde County Clerk

35. Acting on the request for the use of county courthouse space for the processing of election night results; the use of election equipment and supplies (i.e. ballot boxes) in order to conduct the November 3, 2020 Regular Elections and Run-Off Elections (if necessary) by the San Felipe Del Rio CISD School Board of Trustees, City of Del Rio, Val Verde County Hospital District, Comstock ISD Board of Trustees.

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
20-428	N	F		Motion to approve as presented.		O,W,V,N,F		

36. Designating election polling places for the November 3, 2020 General Election.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-429	N	F		Motion to approve as presented.		O,W,V,N,F		

37. Establishing the number of clerks to serve per polling place for the November 3, 2020 General Election and appointing same.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-430	N	F		Motion to approve as presented.		O,W,V,N,F		

38. Approving the preliminary list of Election Clerks and setting the rate of pay at \$15.00 per hour for the November 3, 2020 General Election.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-431	F	N		Motion to approve as presented.		O,W,V,N,F		

39. Appointing the Central Counting Station Manager, Judge and Alternate Judge for the November 3, 2020 General Election.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-432	N	F		Motion to approve as presented.		O,W,V,N,F		

40. Appointing Val Verde County Clerk Deputies for the November 3, 2020 General Election.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-433	F	N		Motion to approve as presented		O,W,V,N,F		

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

41. Appointing the Tabulation Supervisor for the November 3, 2020 General Election.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-434	N	V		Motion to approve as presented.		O,W,V,N,F		

42. Appointing the Early Ballot Board for the November 3, 2020 General Election.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-435	N	V		Motion to approve as presented.		O,W,V,N,F		

Ana Markowski Smith, County Attorney

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

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 (2) _____ v _____ §551.072 _____ v _____ §551.071(1)(A) _____ v _____ §551.071 _____ §551.072 _____
OTHER _____ BEGAN @ 11:08 AM _____ ENDED @ 11:15 AM _____ BREAK @ _____
RESUMED @ _____ ACTION AFTER EX: _____

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.

44. Commissioners' comments: Commissioner Nettleton stated he would like to see if IT had some computers that could be used by School District for children doing virtual learning at home.

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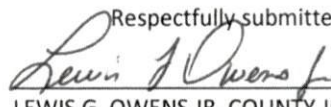
County Judge's comments. None

45. Adjourn.

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

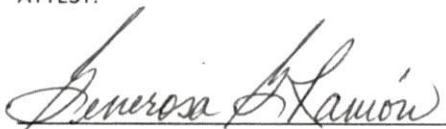
The foregoing, recorded in Volume 57, pages 679-752, inclusive, was on this the 16th day of September A.D. 2020, read and is hereby **APPROVED**.

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**

Live Feed Link- <http://valverdecountry.texas.gov/>

Social distancing and face masks required

August 19, 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. Budget Workshop.
7. Approving subdivision plats.
8. Approving certificates of compliance.
9. Approving monthly reports from elected officials.
10. Approving bills.
11. Presentation: TAC Representative Victor Ovalle presenting "Making a Difference" Award & Safety Award.

Carlos Velarde, County Engineer

12. Approving AEP Distribution Line Relocation on Cienegas Road and Vega Verde Rd. and other matters relating thereto.
13. Approving re-plat of 105 and 107 Burge, Lots 3 & 4, Val Verde Park Estates No. 2.
14. Approving and determining fee for commercial re-plat of three (03) lots totaling 8.755 acres in the Pohler Addition on Farley Lane.

Matthew S. Weingardt, County Auditor

15. Auditor's Report.
16. Certifying revenue and assigning appropriation: Parks – Vehicle/Equipment Auction GovDeals in the amount of \$3,154.00.

400 Pecan Street • Del Rio, TX 78840

17. Budget Adjustment:

- A. Attorneys other - \$23,215.00 from available appropriations.
- B. County Fire Department - \$3,500 from Uniforms to Office Supplies.
- C. Tax Assessor Collector Dept. - \$1,700 from Travel to Office Supplies.

Rogelio R. Musquiz Jr., Tax Assessor Collector

18. Approving funding in the amount of \$1,200 for the setup and transfer of the city's tax database to the county's database.

19. Approving funding in the amount of \$7,200 for mailing of 2020 tax statements.

Aaron D. Rodriguez, County Treasurer

20. Treasurer's Report.

Lewis G. Owens, Jr., County Judge

21. Discussing matters relating to COVID-19.

22. Approving Esser & Company Consulting LLC contract for management of County Transportation Infrastructure Fund Program.

23. Accepting donation in the amount of \$1,800.00 to benefit the County's Food Distribution Program.

Robert "Beau" Nettleton, County Commissioner Pct. 3

24. Approving an electric/cooperative membership agreement between Val Verde County and Rio Grande Electric for the purpose of installing an electric meter along with light pole at the county pocket in Pandale.

Guillermo Sanchez, County Purchasing Agent

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27. Authorizing the capital purchase of a Double Drum Steel Roller for Precinct 4 at an estimated price of \$41,000 to be paid out of operating/paving to be moved to capital outlay account.

Edgar Perez, Fairgrounds Manager

28. Discussing fairgrounds policy on collection of late fees and possible evictions for nonpayment.

Joe Frank Martinez, County Sheriff

29. Authorizing the Sheriff to purchase a paper shredder for the amount of \$1,179.99 to be paid out of the Operating Supplies line item

30. Authorizing the Sheriff to purchase a Dell Sonic Wall TZ350 for the amount of \$742.00 to be paid out of the Operating Supplies line item.

31. Authorizing the Sheriff and the County Judge to sign the Update on Law Enforcement Support Office (LESO) Application for Participation (1033 Program).

32. Approving the Organized Crime Drug Enforcement Task Forces FY 2020 Agreement.

Juanita Barrera, County Human Resources

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34. Clarifying the stay at home leave policy for employees with children who attend school.

Generosa G. Ramon, Val Verde County Clerk

35. Acting on the request for the use of county courthouse space for the processing of election night results; the use of election equipment and supplies (i.e. ballot boxes) in order to conduct the November 3, 2020 Regular Elections and Run-Off Elections (if necessary) by the San Felipe Del Rio CISD School Board of Trustees, City of Del Rio, Val Verde County Hospital District, Comstock ISD Board of Trustees.

36. Designating election polling places for the November 3, 2020 General Election.

37. Establishing the number of clerks to serve per polling place for the November 3, 2020 General Election and appointing same.

38. Approving the preliminary list of Election Clerks and setting the rate of pay (\$15.00 per hour) for the November 3, 2020 General Election.

39. Appointing the Central Counting Station Manager, Judge and Alternate Judge for the November 3, 2020 General Election.

40. Appointing Val Verde County Clerk Deputies for the November 3, 2020 General Election.

41. Appointing the Tabulation Supervisor for the November 3, 2020 General Election.

42. Appointing the Early Ballot Board for the November 3, 2020 General Election.

Ana Markowski Smith, County Attorney

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

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

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.

44. Commissioners' comments.

45. County Judge's comments.

46. Adjourn.

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.

Our next Regular Commissioners Court Meeting will be **September 2nd, 2020 @ 9:00 a.m.**; **Agenda Items are due THURSDAY, August 27th, 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
AUGUST 14, 2020: AT 4:00 AM/PM

FILED

2020 AUG 14 P 4:00

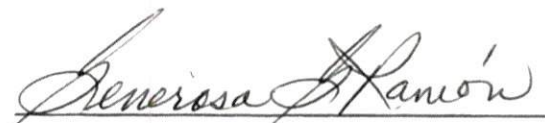
GENE ROSA GARCIA-RAMON
VAL VERDE COUNTY CLERK

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 14th day of August, 20 20, at 4:00 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

#20



TREASURER'S REPORT

JULY 2020

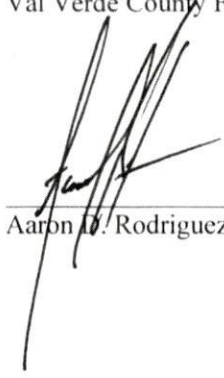
VOL. 57 PG. 700

AARON D. RODRIGUEZ

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

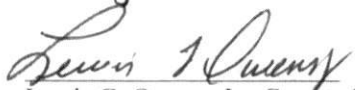
ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of JULY 2020.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 19th day of August, 2020.

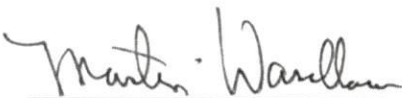


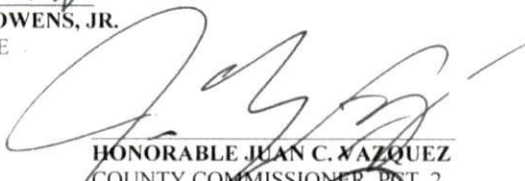
Lewis G. Owens, Jr., County Judge

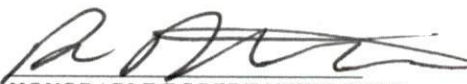
VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

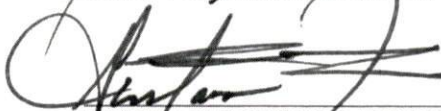
IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that August 19th, 2020 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for **JULY 2020**, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 19th day of August 2020.


HONORABLE LEWIS G. OWENS, JR.
COUNTY JUDGE

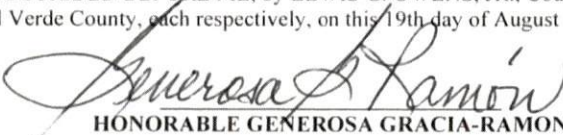

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


HONORABLE JUAN C. VAZQUEZ
COUNTY COMMISSIONER, PCT. 2


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by LEWIS G. OWENS, JR., County Judge and County Commissioners of Val Verde County, each respectively, on this 19th day of August 2020


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





Val Verde County, TX

Detail Report
Account Summary
Date Range: 07/01/2020 - 07/31/2020

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
1111-1111-00-11020	Cash - Del Rio Bank & Trust Westtexas	293,716.86	271,933.61	8,755,767.24	8,483,843.63	565,640.47
1111-1111-00-11031	Cash - Terpool	262,327.60	-262,316.52	27.69	262,344.21	11.08
1111-1111-00-11241	Cash - Texas Class	7,503,767.98	-961,108.28	1,564.13	962,672.41	6,542,659.70
	Total Fund: 1111 - General Fund:	8,059,812.44	-951,501.19	8,757,359.06	9,708,860.25	7,108,311.25
Fund: 1133 - SL 179						
1133-1111-00-11160	Cash - SL79	76,047.25	0.68	0.68	0.00	76,047.93
	Total Fund: 1133 - SL 179:	76,047.25	0.68	0.68	0.00	76,047.93
Fund: 1134 - Library Construction						
1134-1111-00-21115	Cash - Library Construction	169,618.60	0.00	0.00	0.00	169,618.60
	Total Fund: 1134 - Library Construction:	169,618.60	0.00	0.00	0.00	169,618.60
Fund: 1177 - Tax Note 2013						
1177-1111-00-11000	Cash - 2013 Tax Note	4,358.96	0.04	0.04	0.00	4,359.00
	Total Fund: 1177 - Tax Note 2013:	4,358.96	0.04	0.04	0.00	4,359.00
Fund: 1178 - Tax Note 2016						
1178-1111-00-11000	Cash - 2016 Tax Note	306,939.26	2.76	2.76	0.00	306,942.02
	Total Fund: 1178 - Tax Note 2016:	306,939.26	2.76	2.76	0.00	306,942.02
Fund: 1222 - Balance Road & Bridge						
1222-1111-00-11131	Cash - Texas Class	2,340.05	0.51	0.51	0.00	2,340.56
1222-2222-00-11130	Cash - Road & Bridge Fund - Texas Community Bank	325,129.78	-64,172.51	76,210.50	140,383.01	260,957.27
	Total Fund: 1222 - Balance Road & Bridge:	327,469.83	-64,172.00	76,211.01	140,383.01	263,297.83
Fund: 1333 - Interest & Sinking						
1333-3333-00-11031	Cash - Interest & Sinking Fund Terpool	4,263,171.98	-3,284,409.75	595.75	3,285,005.50	978,763.23
1333-3333-00-11020	Cash - Interest & Sinking Fund Bank & Trust	15,727.06	1.87	1.87	0.00	15,728.93
1333-3333-00-11021	Cash - Interest and Sinking Bank Trust Money M	0.00	0.00	0.00	0.00	0.00
1333-3333-00-11080	Cash - Interest & Sinking Fund Texas Community	116,202.08	258,566.41	3,673,571.91	3,415,005.50	374,768.49
1333-3333-00-11200	Cash - Interest & Sinking Fund CD	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	4,395,102.12	-3,025,841.47	3,674,169.53	6,700,011.00	1,369,260.65
Fund: 1444 - Payroll Clearing County						
1444-4444-00-11110	Cash - Payroll Clearing Bank & Trust	307,221.29	86,513.78	1,071,700.79	985,187.01	393,735.07
	Total Fund: 1444 - Payroll Clearing County:	307,221.29	86,513.78	1,071,700.79	985,187.01	393,735.07
Fund: 2666 - Grants						
2666-6666-00-21000	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21010	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21015	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00

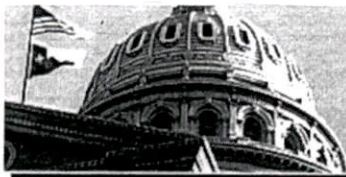
Detail Report		Date Range: 07/01/2020 - 07/31/2020				
Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21020	Cash - Help America Vote Act	52,172.75	0.00	0.00	0.00	52,172.75
2666-6666-00-21030	Cash - HIDTA Amistad Intell 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21040	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21050	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21060	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21070	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21080	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21090	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21100	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21110	Cash - Indigent Defense Grant	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21120	Cash - Local Border Security 2995203	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21130	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21131	Cash - Local Border Security 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21132	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21133	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21136	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21137	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21138	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
2666-6666-00-21140	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21150	Cash - Office of Justice Bullet Proof Vest	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21160	Cash - Southwest Border Prosecution Initiative	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21170	Cash - Stonegarden 2016	0.50	0.00	0.00	0.00	0.50
2666-6666-00-21180	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21190	Cash - Border Prosecution 2537707	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21191	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21192	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21200	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21210	Cash - TCD8G #7219085	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21215	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21220	Cash - T.C.D.B.G. #713076	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21230	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21240	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21250	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21253	Cash - DWI/Drug Court	-33.32	0.00	0.00	0.00	-33.32
2666-6666-00-21254	Cash - T.C.D.B.G. #7215499	0.40	0.00	0.00	0.00	0.40
2666-6666-00-21260	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21270	Cash - Texas Depart of Transportation Frontera Road	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21280	Cash - Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21290	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21296	Cash - Tx Dept Trans Infrastructure	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21298	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
2666-6666-00-21300	Cash - Non Reportable Grants	24,387.25	9.62	17,420.94	0.00	24,396.87
2666-6666-00-21310	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00

Detail Report		Date Range: 07/01/2020 - 07/31/2020				
Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21312	Cash - T.C.D.B.G #7216075	-5,000.00	5,000.00	5,000.00	0.00	0.00
2666-6666-00-21312	Cash - NIBRS 3700601	0.00	0.00	0.00	0.00	0.00
Total Fund: 2666 - Grants:		1,933,527.61	5,009.62	22,430.56	17,420.94	1,938,537.23
Fund: 4121 - Val Verde County Auditors Special Account						
4121-1400-00-41000	Cash - County Auditor Special Account	80,520.98	-61,022.76	40,497.90	101,520.66	19,498.22
Total Fund: 4121 - Val Verde County Auditors Special Account:		80,520.98	-61,022.76	40,497.90	101,520.66	19,498.22
Grand Totals:		15,650,618.34	-4,011,010.54	13,642,372.33	17,653,382.87	11,639,607.80

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	8,059,812.44	-951,501.19	8,757,359.06	9,708,860.25	7,108,311.25
1133 - SL 179	76,047.25	0.68	0.68	0.00	76,047.93
1134 - Library Construction	169,618.60	0.00	0.00	0.00	169,618.60
1177 - Tax Note 2013	4,358.96	0.04	0.04	0.00	4,359.00
1178 - Tax Note 2016	306,939.26	2.76	2.76	0.00	306,942.02
1222 - Balance Road & Bridge	327,469.83	-64,172.00	76,211.01	140,383.01	263,297.83
1333 - Interest & Sinking	4,395,102.12	-3,025,841.47	3,674,169.53	6,700,011.00	1,369,260.65
1444 - Payroll Clearing County	307,221.29	86,513.78	1,071,700.79	985,187.01	393,735.07
2666 - Grants	1,923,527.61	5,009.62	22,430.56	17,430.94	1,928,537.23
4121 - Val Verde County Auditors Special	80,520.98	-61,022.76	40,497.90	101,520.66	19,498.22
Grand Total:	15,650,618.34	-4,011,010.54	13,642,372.33	17,653,382.87	11,639,607.80

FUNDS FOR THE MONTH OF JULY 2020						
	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE	
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	133,573.15	0.00	16.38	1,099.26	\$132,490.27	
TAX COLLECTORS / VIT ESCROW ACCOUNT	248,952.08	22,166.40	137.07	0.00	\$271,255.55	
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	7,998,455.19	10,897,805.06	2,073.42	17,386,203.11	\$1,512,130.56	
TAX ASSESSOR/COLLECTOR (NEW ACCOUNT)	-154.01	5,983,581.18	364.21	5,034,995.02	\$948,796.36	
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	17,464.75	0.00	0.16	0.00	\$17,464.91	
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	251,085.74	0.00	113.50	0.00	\$251,199.24	
COUNTY CLERK RECORD ARCHIVE FUND	74,166.84	0.00	33.53	0.00	\$74,200.37	
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	23,998.18	0.00	0.00	353.16	\$23,645.02	
DISTRICT CLERK- COURT COST ACCOUNT	12,690.15	13,765.50	0.00	9,157.00	\$17,298.65	
DISTRICT CLERK- REGISTRY FUND	159,770.65	57,353.43	0.00	85,589.78	\$131,534.30	
BAIL SECURITY	38,912.69	0.00	17.59	0.00	\$38,930.28	
WELFARE FUND - COUNTY JUDGE	15,014.33	190.00	6.85	0.00	\$15,211.18	
TOTAL					\$3,434,156.69	

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



Welcome to
TexConnect



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

Pool Information

Location: 78328
Val Verde County

TexPool

Average Daily Net Yield for July	0.2082%
Average Dividend Factor for July	0.000005703
Information as of	
Daily Net Yield	August 13, 2020
Dividend Factor	0.1814%
7 Day Net Yield	0.000004970
Daily Assets	0.18%
Weighted Average Maturity	\$24,970,468,614.62
Weighted Average Life	25 days
NAV	95 days
	1.00029

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

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

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

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

---G:\CHRG\MIK\EXC\ASUTEX

8/14/2020

ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 2331000001					
	Acct Name: GENERAL FUND #1					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					
Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					\$2,293,701.20
MONTHLY INTEREST	10/31/19	10/31/19	\$3,361.40		\$ 1,464,065.63	\$832,996.97
MONTHLY INTEREST	11/30/19	11/30/19	\$1,950.70	\$1,500,000.00	\$ 98,046.45	\$2,236,901.22
MONTHLY INTEREST	12/31/19	12/31/19	\$3,370.54	\$968,187.00	\$ 1,120,484.71	\$2,087,974.05
MONTHLY INTEREST	01/31/20	01/31/20	\$2,616.40	\$1,100,000.00	\$ 374,002.11	\$2,816,588.34
MONTHLY INTEREST	02/29/20	02/29/20	\$3,724.35	\$800,000.00	\$ 2,524,637.17	\$1,095,675.52
MONTHLY INTEREST	03/31/20	03/31/20	\$1,907.91	\$1,740,000.00	\$ 2,203,435.74	\$634,147.69
MONTHLY INTEREST	04/30/20	04/30/20	\$236.88	\$0.00	\$ 18,188.41	\$616,196.16
MONTHLY INTEREST	05/31/20	05/31/20	\$139.95	\$0.00	\$ 28,780.22	\$587,555.89
MONTHLY INTEREST	06/30/20	06/30/20	\$93.89	\$0.00	\$ 325,322.18	\$262,327.60
MONTHLY INTEREST	07/31/20	07/31/20	\$11.07	\$0.00	\$ 262,327.59	\$11.08
MONTHLY INTEREST						
MONTHLY INTEREST						
ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 2331000002					
	Acct Name: GENERAL FUND #2					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					
Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					\$3,899.70
MONTHLY INTEREST	10/31/19	10/31/19	\$145.65	\$2,799,434.54	\$ -	\$2,803,479.89
MONTHLY INTEREST	11/30/19	11/30/19	\$2,977.45	\$5,874,289.12	\$ 5,758,664.00	\$2,922,082.46
MONTHLY INTEREST	12/31/19	12/31/19	\$3,898.01	\$0.00	\$ 2,922,082.45	\$3,898.02
MONTHLY INTEREST	01/31/20	01/31/20	\$3,057.72	\$2,921,310.42	\$ 2,925,208.43	\$3,057.73
MONTHLY INTEREST	02/29/20	02/29/20	\$2,630.91	\$2,869,685.81	\$ 2,872,743.53	\$2,630.92
MONTHLY INTEREST	03/31/20	03/31/20	\$2.23	\$0.00	\$ -	\$2,633.15
MONTHLY INTEREST	04/30/20	04/30/20	\$895.34	\$2,520,117.72	\$ 2,522,750.86	\$895.35
MONTHLY INTEREST	05/31/20	05/31/20	\$458.91	\$2,644,285.74	\$ 2,645,181.08	\$458.92
MONTHLY INTEREST	06/30/20	06/30/20	\$288.53	\$2,325,463.14	\$ 2,325,922.05	\$288.54
MONTHLY INTEREST	07/31/20	07/31/20	\$321.02	\$4,450,911.42	\$ 2,286,642.75	\$2,164,878.23
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
	Location:	78328				
	Acct Nbr:	2331000003				
	Acct Name:	ROAD & BRIDGE FUND				
	Name:	VAL VERDE COUNTY				
	Pool Name:	TEXPOOL				
	Pool Nbr:	449				
Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					\$841.49
MONTHLY INTEREST	10/31/19	10/31/19	\$1.28			\$842.77
MONTHLY INTEREST	11/30/19	11/30/19	\$1.20			\$843.97
MONTHLY INTEREST	12/31/19	12/31/19	\$43.47	\$132,762.00	\$ 127,000.00	\$6,649.44
MONTHLY INTEREST	01/31/20	01/31/20	\$8.99	\$0.00	\$ -	\$6,658.43
MONTHLY INTEREST	02/29/20	02/29/20	\$104.27	\$200,000.00	\$ -	\$206,762.70
MONTHLY INTEREST	03/31/20	03/31/20	\$143.93	\$0.00	\$ 206,762.70	\$143.93
MONTHLY INTEREST	04/30/20	04/30/20	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	05/31/20	05/31/20	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	06/30/20	06/30/20	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	07/31/20	07/31/20	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST						
MONTHLY INTEREST						
ACCOUNT HISTORY REPORT						
	Location:	78328				
	Acct Nbr:	2331000004				
	Acct Name:	VAL VERDE COUNTY INTEREST & SINKING FUND				
	Name:	VAL VERDE COUNTY				
	Pool Name:	TEXPOOL				
	Pool Nbr:	449				
Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					\$180,561.21
MONTHLY INTEREST	10/31/19	10/31/19	\$249.29	\$0.00	\$ 30,000.00	\$150,810.50
MONTHLY INTEREST	11/30/19	11/30/19	\$584.87	\$519,000.00	\$ -	\$670,395.37
MONTHLY INTEREST	12/31/19	12/31/19	\$1,013.93	\$157,521.00	\$ -	\$828,930.30
MONTHLY INTEREST	01/31/20	01/31/20	\$1,121.95	\$150,000.00	\$ 279,274.25	\$700,778.00
MONTHLY INTEREST	02/29/20	02/29/20	\$497.48	\$475,000.00	\$ 664,918.39	\$511,357.09
MONTHLY INTEREST	03/31/20	03/31/20	\$435.79	\$0.00	\$ -	\$511,792.88
MONTHLY INTEREST	04/30/20	04/30/20	\$191.45	\$0.00	\$ -	\$511,984.33
MONTHLY INTEREST	05/31/20	05/31/20	\$430.37	\$3,750,000.00	\$ -	\$4,262,414.70
MONTHLY INTEREST	06/30/20	06/30/20	\$758.28	\$0.00	\$ -	\$4,263,172.98
MONTHLY INTEREST	07/31/20	07/31/20	\$595.75	\$0.00	\$ 3,285,005.50	\$978,763.23
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
	Location:					
	Acct Nbr: TX-01-0794-4001					
	Acct Name: GENERAL FUND					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXAS CLASS					
	Pool Nbr:					
Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					\$4,044,435.07
MONTHLY INTEREST	10/31/19	10/31/19	\$6,626.95			\$4,051,062.02
MONTHLY INTEREST	11/30/19	11/30/19	\$8,473.38	\$3,400,000.00		\$7,459,535.40
MONTHLY INTEREST	12/31/19	12/31/19	\$10,408.88	\$0.00	\$ -	\$7,469,944.28
MONTHLY INTEREST	01/31/20	01/31/20	\$10,175.99	\$0.00	\$ -	\$7,480,120.27
MONTHLY INTEREST	02/29/20	02/29/20	\$9,529.07	\$0.00	\$ -	\$7,489,649.34
MONTHLY INTEREST	03/31/20	03/31/20	\$6,606.02	\$0.00	\$ -	\$7,496,255.36
MONTHLY INTEREST	04/30/20	04/30/20	\$3,232.14	\$0.00	\$ -	\$7,499,487.50
MONTHLY INTEREST	05/31/20	05/31/20	\$2,360.79	\$0.00	\$ -	\$7,501,848.29
MONTHLY INTEREST	06/30/20	06/30/20	\$1,919.69	\$0.00	\$ -	\$7,503,767.98
MONTHLY INTEREST	07/31/20	07/31/20	\$1,564.13	\$0.00	\$962,672.41	\$6,542,659.70
MONTHLY INTEREST						
MONTHLY INTEREST						
ACCOUNT HISTORY REPORT						
	Location:					
	Acct Nbr: TX-01-0794-4002					
	Acct Name: ROAD & BRIDGE					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXAS CLASS					
	Pool Nbr:					
Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					\$2,319.34
MONTHLY INTEREST	10/31/19	10/31/19	\$3.77	\$0.00	\$ -	\$2,323.11
MONTHLY INTEREST	11/30/19	11/30/19	\$3.26	\$0.00	\$ -	\$2,326.37
MONTHLY INTEREST	12/31/19	12/31/19	\$3.24	\$0.00	\$ -	\$2,329.61
MONTHLY INTEREST	01/31/20	01/31/20	\$3.13	\$0.00	\$ -	\$2,332.74
MONTHLY INTEREST	02/29/20	02/29/20	\$2.93	\$0.00	\$ -	\$2,335.67
MONTHLY INTEREST	03/31/20	03/31/20	\$2.05	\$0.00	\$ -	\$2,337.72
MONTHLY INTEREST	04/30/20	04/30/20	\$1.00	\$0.00	\$ -	\$2,338.72
MONTHLY INTEREST	05/31/20	05/31/20	\$0.75	\$0.00	\$ -	\$2,339.47
MONTHLY INTEREST	06/30/20	06/30/20	\$0.58	\$0.00	\$ -	\$2,340.05
MONTHLY INTEREST	07/31/20	07/31/20	\$0.51	\$0.00	\$ -	\$2,340.56
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location:

Acct Nbr: TX-01-0794-4003

Acct Name:	INTEREST & SINKING
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Name:	VAL VERDE COUNTY
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Pool Name:	TEXAS CLASS
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Pool Nbr:

[illegible]

#22

ESSER & COMPANY CONSULTING LLC

Contract For Administration Management Services
For Val Verde County
2020 County Transportation Infrastructure Fund

PART I AGREEMENT

THIS AGREEMENT, by the authority of the Val Verde County Commissioners Court, Val Verde County, Texas entered into this 19th day of August, 2020, by and between Val Verde County, hereinafter called the "County" acting herein by Lewis G. Owens Jr., Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "the Contractor", acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, Val Verde County desires to implement the TxDOT 2020 County Transportation Infrastructure Fund under the general direction of the County Transportation Infrastructure Fund (CTIF) Grant Program Implementation Procedures administered by the Texas Department of Transportation (TxDOT); and

Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional/administration services in connection with this TxDOT County Transportation Infrastructure Fund Grant Program.

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 August 19, 2020. In any event, all of the services required and performed hereunder shall be completed by August 18, 2021.
3. Local Program Liaison - For purposes of this Contract, the Val Verde County Judge 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 Texas Department of Transportation (TxDOT), Inspectors General, the Comptroller General of the United States, 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 TxDOT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's (CTIF) contract with TxDOT.
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 \$ **\$8,900.00**. 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 TxDOT 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.

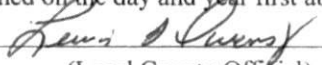
8. Miscellaneous Provisions

- 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 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 and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, 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)

Lewis G. Owens Jr.
(Printed Name)
Val Verde County Judge
(Title)

BY: 
(Contractor's Authorized Representative)

Carl Esser
(Printed Name)
Consultant, Esser & Company Consulting LLC
(Title)

PART II
SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

MANAGEMENT/ADMINISTRATION
PROFESSIONAL SCOPE OF SERVICES

Esser & Company shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Val Verde County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional engineering consulting services through the request for proposal process, *if applicable*, and as required by TXDOT regulations.
5. Furnish Val Verde County with necessary forms and procedures required for implementation of project.
6. Assist Val Verde County in meeting all special condition requirements that may be stipulated in the contract between Val Verde County, and TXDOT.
7. Prepare and submit to TXDOT, documentation necessary for amending the project contract if required.
8. Prepare and submit monthly and quarterly reports, as required.
9. Serve as liaison for Val Verde County during any monitoring visit by staff representatives from TXDOT.

B. Financial Management

1. Assist Val Verde County in proving its ability to manage the grant funds to the state's audit division.
2. Assist Val Verde County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist Val Verde County in submitting the required Request for Payments for all reimbursements.
4. Prepare all fund drawdowns on behalf of Val Verde 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 Val Verde County personnel on implementation of project and regulatory matters.

C. Environmental Review

1. Assist Val Verde County with the Certification of the County Transportation Infrastructure Fund Grant Program, Environmental Permitting and Regulatory Issues.
2. Submit certifications for each county road to the TXDOT Regional Office.

D. Acquisition

1. Prepare required acquisition reports(s) if applicable.
2. Prepare required acquisition reports and submit to the TXDOT office.

E. Construction Management

1. Provide assistance to Val Verde County for activities performed using own employees.
2. Assist in requesting and/or advertising for bids for materials.
3. Review materials and/or construction contracts.
4. Conduct pre-construction conference and prepare minutes.
5. Process change orders approved by Val Verde County.
6. Assist in completion of Certificate of Construction completion and submit to TXDOT.
7. Provide general advice and technical assistance to Val Verde County personnel on implementation of project and regulatory matters.

F. Audit / Close-out Procedures

1. Assist with Project Completion Report.
2. Assist Val Verde County in resolving any monitoring findings.
3. Assist Val Verde County in resolving any third party claims.
4. Provide Val Verde County with TXDOT audit guidelines.

**PART III
PAYMENT SCHEDULE**

County shall reimburse Esser & Company Consulting LLC 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	10%
• Completion of all Acquisition Activities	5%
• Completion of the Bid/Contract Award Process	10%
• Labor Standards Compliance/Completion of Construction	30%
• Program and Financial Management	30%
• Filing of all Required Close-out Information	10%
Total	100%

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.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

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 TxDOT 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. 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.

1. 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.

2. 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.
3. 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.
4. 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 TxDOT award between TXDOT 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 TxDOT award between TXDOT 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 TxDOT award between TXDOT 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 TxDOT award between TXDOT 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.
5. 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.

14. 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).



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

#31

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

* Indicates Required Fields

(This form is for State/Local Law Enforcement Agencies only)

SECTION 1:

*Originating Agency Identifier (ORI) Number (if applicable) TX2330000

*Agency Name: Val Verde County Sheriff's Office

*Agency Physical Address: 295 FM 2523

*City: Del Rio

*NCIC P.O. Box or address (if different than above i.e. Terminal Location): P.O. 1201 Del Rio, Texas 78841

*Phone #: 8307747513

Fax #: 8307759678

*State: TX

*Zip Code: 78840

*Email: pgarcia@valverdecountry.texas.gov

Note: Email is needed for automated system notifications.

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field **MUST** be filled in: N/A, 0 or - is acceptable.

*Full-time: 45

*Part-time: 6

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.

#1	Training Coordinator/Sgt.	Pete	Garcia
	*Official Title / Rank	*First Name	*Last Name
	pgarcia@valverdecountry.texas.gov	8307747513	Small Arms/Vehicle
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	Lieutenant	Joe	Faz
	*Official Title / Rank	*First Name	*Last Name
	jfaz@valverdecountry.texas.gov	8307747513	Small Arms/Vehicle
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	Chief Deputy	Waylon	Bullard
	*Official Title / Rank	*First Name	*Last Name
	wbullard@valverdecountry.texas.gov	8307747513	Small Arms/Vehicle
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4	Sheriff	Joe Frank	Martinez
	*Official Title / Rank	*First Name	*Last Name
	jfmartinez@valverdecountry.texas.gov	8307747513	Small Arms/Vehicle
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

- ☒ I am signing this document as the CLEO of this law enforcement agency
- *(Check only one) In my official position or as Acting/interim, I am authorized to sign documents on behalf of the CLEO for this agency if checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states: With the authorization of the relevant local governing body or authority, that my agency has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustenance, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Sheriff

Joe Frank Martinez

*TITLE

*PRINTED NAME: FIRST & LAST

jfmartinez@valverdecountry.texas.gov

*EMAIL


*SIGNATURE
8/19/2020
*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

Mike Lesko

*PRINTED NAME FIRST & LAST


*SIGNATURE

8/21/2020
*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC: 2YTMX3

WAYNICK.JESSICA

Digitally signed by
WAYNICK.JESSICA 5.1539793493
Date: 2020.08.24 07:24:43 -0400

*LESO Authorized Signatory

S.1539793493

*SIGNATURE

*Screener letter is valid one year from this date: 8-24-2020

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes: Verified application came from SC office. ORI# previously vetted through OIG.

**STATE PLAN OF
OPERATION BETWEEN THE
STATE OF TEXAS
AND THE VAL VERDE COUNTY SHERIFF'S OFFICE**

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the Val Verde County Sheriff's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred under 10 U.S.C. § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this Program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Texas has designated in writing with an effective date of August 31, 2018 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Department of Public Safety of the State of Texas.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Mike Lesko

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N. Lamar Blvd, Austin, Texas 78752

E-Mail / Contact Phone Numbers: txlesoprogram@dps.texas.gov (512) 424-7590

Hours of Operation: 7:00 am – 5:00 pm

- B. All property is transferred and the recipient (*LEA name*) Val Verde County Sheriff's Office agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The (*LEA name*) Val Verde County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA will certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant Civilian Governing Body Official (city council, mayor etc.) to participate in the program.
 - 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The (*LEA name*) Val Verde County Sheriff Office will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss

or theft.

- G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer have a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/LEA, yet controlled for one year from the ship date. However, after one year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
 - 1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO inventory upon meeting the one year mark.
 - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
 - 3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL "A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the recipient after one year if all other requirements of this agreement have been met. After the one year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is

complete.

- K. Certain controlled equipment will have a documented chain of custody (e.g., Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR, see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
 - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>

- iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 C.F.R. Pt. 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent buyers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) or the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130). The term includes:
 - a) "Items," defined in the EAR 15 C.F.R. Pt. 772.1, as "commodities", "software", and "technology."
 - b) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 C.F.R. Pt. 120.

IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
 - 1) The LEA will submit an updated Application Packet to the State Coordinator's office no later than June 15 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
 - 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at a location determined by the State Coordinator's office. Screeners who may have been previously employed by and screeners for other LEAs, might still be required to attend training as this training qualifies the agency, not the individual.
 - 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they will notify the State Coordinator's office in writing that they wish to return the

property to their assigned Disposition Site and/or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.

C. The State will:

- 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 U.S.C. § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this SPO.
- 2) Receive and process applications for participation from eligible LEAs within their state.
- 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
- 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within 30 days of both the CLEO's and the State's/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
- 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within 30 days of an LEA

receiving the LESO's approval to participate.

- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on July 1 of each year and end August 31 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State will:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA will:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State requires each LEA to submit certified inventories for their agency by August 31 of each year. Inventory certification in FEPMIS will begin July 1 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
 - b) In addition to the certified inventories, the LESO requires photographs for all High-profile commodities identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
- ii. The LESO requires serial number photos for each small arm received through the Program.
- c) LEAs that fail to submit the certified annual inventory by August 31 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.
- 3) Be aware that High-profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

- A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this SPO.
 - 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
 - 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
 - 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of 60 days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
 - 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory will:

- 1) Support the LESO PCR process by:

- a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on file at the State Coordinator's Office.
- a) The internal PCR will include, at minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
 - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
 - v. Review and confirm authenticity and eligibility of the LEA.
 - b) For uniformity purposes, the State/Territory will utilize a PCR checklist provided by the LESO, or equivalent.
 - c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

- A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.
- 1) LSD controlled property must be reported to the LESO within 24 hours. The LEA may be required to provide the following:
 - a) A comprehensive police report
 - b) A National Crime Information Center (NCIC) report/entry
 - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
 - 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven days.
 - 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
 - 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.
- B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
- 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

- 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.
- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of Loss/theft: Will result in a 60 day minimum suspension.
 - 2) Second Instance of Loss/theft: Will result in a 180 day minimum suspension.
 - 3) Third Instance of Loss/theft: Will result in a 240 day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
- 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two calendar years from the date the property is removed from the LEA's property book before being destroyed.

- 2) Property records for controlled property will be retained for five calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records will be retained for 50 years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 4) LESO Program files will be segregated from all other records.
- 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (e.g., approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 U.S.C. § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, will conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State will organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory will ensure at least one representative (such as the State Coordinator or SPOC) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

- A. The State Will:
 - 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
 - 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one of each type for every qualified officer, full-time/part-time;

- b) HMMWVs/Up-Armored HMMWVs: one vehicle for every three officers;
 - c) MRAPs/Armored Vehicles: two vehicles per LEA;
 - d) Robots: one of each type for every 25 officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
 - 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA will:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the Texas LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
 - a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.
 - 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of 60 days.
 - 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of

the State and/or the LEAs.

- 3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State will:

- 1) Suspend LEAs for a minimum of 60 days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the SPO, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LEA DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA will:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
 - a) In cases of a State termination, the State will have 120 days to complete the transfer or turn-in of all DLA LESO Program property in their State.
 - b) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will

be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program will not be sold.

- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA. In the event a LEA is dissolved or disbanded and no civilian governing body exists, the State Coordinator's office will, on a case-by-case basis, coordinate the transfer or turn-in of all assigned property.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement will be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

- A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
 - 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 C.F.R. Pt. 195.
 - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Pt. 90.
 - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Pt. 41 and DOD regulations at 32 C.F.R. Pt. 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory

business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA will indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.
- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives 30 days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator, CLEO and Civilian Governing Body official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

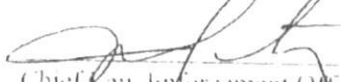
24Tmx3

XIX. The authorized signatories of the parties have executed this agreement as of the last date written below.

Joe Frank Martinez

Type / Print Chief Law Enforcement Official Name

(Specify title: Chief, Sheriff, Constable, Sheriff)



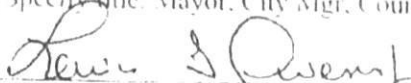
Chief Law Enforcement Official Signature

08/19/2020
Date (MM/DD/YYYY)

Lewis Owens

Type Print Civilian Governing Body Official

(Specify title: Mayor, City Mgr, County Judge, County Judge)



Civilian Governing Body Official Signature

08-05-2020
Date (MM/DD/YYYY)

Mike Lesko

Type / Print State Coordinator Name



State Coordinator Signature

8/21/2020
Date (MM/DD/YYYY)

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
FREEMAN F. MARTIN
RANDALL B. PRINCE
JEFF WILLIAMS
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
STEVE H. STODGHILL
DALE WAINWRIGHT

Date: _____

MEMORANDUM FOR TEXAS LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM PARTICIPANTS

SUBJECT: State Plan of Operation (SPO) Dated July 2018, LESO Program changes:

This memorandum amends the Law Enforcement Agency's (LEA) responsibilities within the existing SPO between the State of Texas and the

Val Verde County Sheriff's Office

This addendum establishes the understanding regarding the requirement of two levels of security and financial liability for negligent lost/stolen/destroyed small arms.

a. LESO small arms not carried on an officer's person or in the officer's immediate physical vicinity will be secured using two levels of security. Two levels of security means two distinct lockable barriers, each specifically designed to render a weapon inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

b. DLA OIG investigations may be initiated when small arms are improperly disposed of or becomes lost, stolen or otherwise destroyed while maintained in the program inventory. Law Enforcement Agencies may be required to reimburse DLA the fair market value of the small arm when negligence or willful conduct is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL) investigation. Reimbursement will be within sixty (60) days of the completion of the FLIPL investigation.

(1) Title will never transfer to the recipient regardless of the status of the small arm.

(2) Payments due to DLA Disposition Services, based upon the findings of the FLIPL investigation, may be paid by one of the following three methods:

- (a) Credit card payments via pay.gov
- (b) Cashier/business checks
- (c) Wire transfers

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The provision on two levels of security for small arms is effective June 9, 2020. Any request for an extension must be submitted before that date. The provision on financial liability for negligent or willful loss of small arms that are improperly disposed of or become lost, stolen or otherwise destroyed while maintained in the program inventory, applies to all small arms accounted for on an agency's LESO Program property book on the date this addendum is signed. This addendum to the State Plan of Operation must be signed by the current Chief Law Enforcement Official (CLEO) or designee of each LEA by June 9, 2020. Failure to sign by this date will require that all weapons be returned.

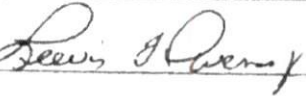
The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

CLEO Name (Print): Sheriff Joe Frank Martinez

CLEO Signature: 

Date: 8/19/2020

CGB Name (Print): County Judge Lewis Owens

CGB Signature: 

Date: 8-5-2020

State Coordinator (Print): MIKE LESKO

State Coordinator Signature: 

Date: 8/21/2020

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VAL VERDE COUNTY
NOVEMBER 3, 2020 GENERAL ELECTION

PROPOSED POLLING LOCATIONS

ELECTION PRCT.	LOCATION	POLLING LOCATION
10	Old Court-at-Law	207B Losoya Street
* 11 & 13 & 21	Jose Ramos Facility	1105 W De La Rosa Street
12 & 24	Val Verde County Fire Station	Hamilton Lane
20, 22 & 23	Del Rio Civic Center	1915 Veterans Blvd.
30	4H Barns (Val Verde County Fairgrounds)	2006 N Main Street
31, 33 34	Northside Baptist Church Fellowship Hall	1100 Amistad Blvd.
* 32 & 42 43	Comstock Community Center	68 Langtry Street (Comstock, TX)
40	St. Joseph's Church Fellowship Hall	510 Wernett Street
41	Val Verde Community Center	6090 Cienegas Rd.

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NOVEMBER 3, 2020 GENERAL ELECTION

RECOMMENDED
NUMBER OF CLERKS TO SERVE AT EACH PRECINCT

PRECINCTS	NUMBER OF CLERKS
10	10
11 & 13 & 21	10
12 & 24	10
20, 22 & 23	10
30	10
31, 33 & 43	10
32, 42	10
40	10
41	10

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2020 NOVEMBER GENERAL ELECTION
NOVEMBER 3, 2020

APPOINTMENT OF
ELECTION WORKERS

MARIA SAUCEDO
JOVITA CHRISTI AGUERO
MANUEL VILLANUEVA
CONSUELO PENA
ELIZABETH EVERT
JORDAN WEST
SOLANGEL PADROIN
ANA CHAPMAN
OLGA CADENA
LETICIA JIMENEZ
STELLA GOMEZ
ANGELITA LOWE
GLORIA FRANCO
JULIE CORDAWAY
ELOY CHAVEZ
MARY FRITZ
MARIA TREVINO
DEWEY HULME
BRITNEY DOMINGUEZ
MAYRA ALDERETE
ANGELICA COPADO FLORES
OLALLA GONZALEZ
MARGARET ACEVEDO
CRISELDA VALDEZ
JOANNE SANTELLANES
OLGA CAMARRILLO
MAYRA ALDERETE
JOSIE CAPATILLO
DORA ALCALA
LISA JOST
ANGELICA COPADO
LASHANTI BARRERA

JANICE CASILLAS
JUANITA DE LA PAZ
PATRICIA BARRERA
BARBARA TREADWAY
IDALIA CASTELLANO
CLIFF SPENCER
ANGELINA ELEQUEZABAL
RUBY NIETO
DAVID HOOD
LEANN BRISCOE
THELMA PALMA
SANDRA RODRIGUEZ
LORI SONTAG
DANA TAYLOR
MELISSA VASQUEZ
GUSTAVO ALCALA
JANIS MANIS
ALEJANDRO ALDERETE
VANESSA ALDERETE
MONICA ALDERETE
TANYA BOWERS
ANA L BRONSON
VIRGINIA CORDELL
MARIA FERNANDA DE LA
CERDA
BILLIE JO CRUZ VILLARREAL
GUADALUPE DE LOS SANTOS
KAILEY S. DENNEY
VERONICA DOMINGUEZ
IMMANUEL DREWEY
GLORIA FLORES
PATRICIA ANN FRITZ

YOLANDA GARCIA
HERMELINDA GARZA
ELIZABETH GARZA
SANDRA GAVIRIO
TIFFANY GONZALEZ
JULIAN HERNANDEZ
CECILIA HERRERA
KENNETH HOEHN
BURNELL JOST
MARGARET ANN KELLY
JOSHUA LOWE
ROSA AIDEE LOWE
CARRIE MARTIN
JOSE MARTINEZ
RAMON MARTINEZ
VALERIE MARTINEZ
ANITA MONROE
JOANNE MONTGOMERY
MARY MOTA
YVONNE RODRIGUEZ
OLGA SALAZAR
DIANA SOTELO
HUGO TARANGO
NOEL TARANGO
FEDERICO VELA JR.
CHRISTINA WHITE
IMELDA WINN

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NOVEMBER 3, 2020 GENERAL ELECTION

APPOINTMENT OF
CENTRAL COUNTING STATION MANAGER, JUDGE & ALT. JUDGE

	CENTRAL COUNTING MANAGER		
	GENEROSA "JANIE" GRACIA-RAMON		

	PRESIDING JUDGE	ALTERNATE JUDGE	
	JOVITA CHRISTIE AGUERO	DIANE ALCALA	

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2020 NOVEMBER GENERAL ELECTION
NOVEMBER 3, 2020

APPOINTMENT OF VAL VERDE COUNTY CLERK DEPUTIES
AS EARLY VOTING CLERKS (IF NEEDED)

MARY AGUILAR
DIANA ALCALA
YVONNE AVILA
BERTHA BENOIT
BELINDA ESQUIVEL
MARIA FUENTES
MONICA MARINES
CYNDI SAWTELLE
BIATRIS VELA
IVAN DE LA CRUZ

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NOVEMBER 3, 2020 GENERAL ELECTION

APPOINTMENT OF
TABULATION SUPERVISOR AND ALTERNATE

	TABULATION SUPERVISOR		
	CYNDI SAWTELLE		
	ALTERNATE TABULATION SUPERVISOR		

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NOVEMBER 3, 2020 GENERAL ELECTION

APPOINTMENT OF
EARLY BALLOT BOARD

DAYNA TAYLOR (JUDGE)	510 FAR HILLS, DRIVE DEL RIO, TEXAS 78840
RUBY NIETO	505 W BOWIE, DEL RIO, TEXAS 78840
YOLANDA GARCIA	108 LOOKOUT, DEL RIO, TEXAS 78840
THELMA PALMA	200 JAP LOWE DR., DEL RIO, TEXAS 78840
DAVID HOOD	112 MESQUITE TRAIL, DEL RIO, TX 78840
LORI ANN SONDAG	303 ARROYO DRIVE, DEL RIO, TEXAS 78840