



COMMISSIONER'S COURT MINUTES
SEPTEMBER 29 REGULAR TERM, A.D. 2020

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

BE IT REMEMBERED that on this the 29TH day of SEPTEMBER 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 **TYPE OF 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. Reciting the Pledge of Allegiance.
- 4. Approval and/or amending minutes from previous meetings.

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

5. Citizen's Comments

- 1) None
- 2)
- 3)

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 OWENS=O; COMM NETTLETON=N; COMM FLORES=F

6. Budget Workshop

BUDGET HEARING
SEPTEMBER 29TH, 2020 AT 9:30 a.m.
OLD COUNTY COURT AT LAW BUILDING
207B E. LOSOYA ST.
DEL RIO, TEXAS

7. Budget Hearing.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Judge called to order the Scheduled Budget				
				Hearing at 9:30 a.m.				

The following items were taken up by the Court during the Hearing:

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-504	N			Motion to move Juvenile \$300,000.00 carry over balance under the County's General Fund sometime this year.				
				Motion did not receive a second.				

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-505	N	W		Motion to give a \$1,200.00 one-time		O,W,V, N, F		
				COVID Stimulus check to all FULL TIME				
				employees who did not get a raise,				
				not to include elected officials.				

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-506	N	F		Motion to add \$35,000 to operating capital				
				Line item for all four precincts.				
			N	Removed his motion.				

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-507	N			Motion that all operating capital be rolled				
				Over into next year's budget.				
				Motion did not receive a second.				

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-508	F	V		Motion to purchase walk-in cooler for the	W,V,F		O, N	
				Community Center.				

8. Close Budget Hearing.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Budget Hearing closed at 9:29 A.M.				

TAX RATE HEARING
SEPTEMBER 29TH, 2020 AT 9:45AM
FOLLOWING BUDGET HEARING
OLD COUNTY COURT AT LAW BUILDING
207B E. LOSOYA ST.
DEL RIO, TEXAS

9. Tax Rate Hearing.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Judge called to order the scheduled Tax				
				Rate Hearing at 9:45 a.m.				
				No comments were made.				

10. Close Tax Rate Hearing.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Tax Rate Hearing closed at 9:49 a.m.				

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

11. Budget Adoption (Record Vote).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-509				The Proposed 2020-2021 Budget was				
				Adopted as presented with changes by the				
				Following vote:				
				Judge Owens	Yes			
				Commissioner Wardlaw	Yes			
				Commissioner Vasquez	Yes			
				Commissioner Nettleton			No	
				Commissioner Flores	Yes			

12. Tax Rate Adoption (Record Vote).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-510				Motion to approve the proposed				
				.5121 tax rate by roll call vote of:				
				judge Owens	YES			
				Commissioner Wardlaw	YES			
				Commissioner Vasquez	YES			
				Commissioner Nettleton			NO	
				Commissioner Flores	YES			

13. Approving subdivision plats.

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

14. Approving certificates of compliance.

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

15. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-511	F	V		Motion to approve as presented.		O,W,V,N,F		

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

16. Approving bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-512	F	V		Motion to approve as presented.		O,W,V,N,F		

Emily Grant, County Agent

17. Setting date for the Val Verde County Livestock Show on December 19 & 20, 2021 with an alternative date of February 26 & 27, 2021 (See COVID-19 Guidelines and Plan).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-513	N	W		Motion to approve as presented.		O,W,V,N,F		

Adrian Bitela, County Veterans Service Officer

18. Requesting permission to give the American Legion Post 595 an Award of Appreciation for their service to our local veterans.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-514	N	V		Motion to approve as presented.		O,W,V,N,F		

19. Requesting a credit card for fuel with (Stripes Convenience Store).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-515	N		V	Motion to approve as presented.		O, W, V, N, F		

Michael Bagley, District Attorney

20. Allowing renewal application for participation by the District Attorney's office in the BPU (Border Prosecution Unit) Grant FY 2020-2021 for the current budget amount of \$187,000.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-516	N	W		Motion to approve as presented.		O, W, V, N, F		

Robb Stevenson, Executive Director, Equity CDC/VVC Self-Help Center

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

21. Presenting status of the Emergency SHC Program and possible amendment of the program policies.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-517	N	V		Motion to amend program policies		O,W,V,N,F		
				To reflect an increase in the per				
				Family stipend to \$2,000.00.				

22. Approval of Draw#17 under SHC Contract #7217013 in the amount of \$22,751.85 and authorize county judge and county auditor to sign Draw#17 and Draw Checklists.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-518	N	F		Motion to approve as presented.		O,W,V,N,F		

Matthew S. Weingardt, County Auditor

23. Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-519	N	F		Motion to approve as presented.		O,W,V,N,F		

24. Budget Adjustments from available appropriations:

A. Sheriff-Doctors/Medications – \$3,240.39

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-520	N	W		Motion to Approve and pay out of		O, W, V, N, F		
				Contingency line item.				

B. Building Maintenance – Utilities -\$29,866.14

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-521	N	V		Motion to approve and pay out of		O,W,V,N,F		
				Contingency line item.				

C. Other – Hospital -\$481.00

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-522	N	W		Motion to approve and pay out of		O,W,V,N,F		
				Contingency line item.				

D. Pct. 4 Operating to Capital – \$32,500.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-523	F	W		Motion to approve and roll over \$32,500		W,V,F	N, O	
				From Operating to Capital.				
			F	Withdrew his original motion.				
	F	W		Motion to roll over operating into the		W,V,F	N, O	
				capital.				

E. Pct. 2 Operating to Capital – \$75,000.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-524	F	W		Motion to approve and roll over		O,W,V,N,F		
				\$75,000 from Operating to Capital.				

F. 83rd District Court Jurors to Capital – \$1,200.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-525	N	V		Motion to approve as presented.		O,W,V,N,F		

25. Certification of revenue and assign appropriations:

A. \$286,569.00 – Hail Damage Buildings

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-526	N	F		Motion to approve as presented.		O,W,V,N,F		

B. \$1,963.50 – Hail Damage Vehicles

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-527	N	F		Motion to approve as presented.		O,W,V,N,F		

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

C. \$3,974.48 – Water Damage 83rd District Court

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-528	F	V		Motion to approve as presented.		O,W,V,N,F		

D. \$1,800.00 – Donation – Food Distribution

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-529	N	V		Motion to approve as presented.		O,W,V,N,F		

26. Advising the court of the Coronavirus funding grant in the amount of \$145,225.25.

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

Lewis G. Owens Jr., County Judge

27. Discussing matters relating to COVID-19.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				COVID PRESENTATION BY DR. PALAO AND DR. J.J. GUTIERREZ. REPORT ONLY.				

28. Terminating Burn Ban.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-530	W	F		Motion to approve as presented.		O,W,V,F	N	

29. Approving the use of the Fairgrounds for a Halloween drive thru.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-531	N	W		Motion to approve as presented.		O,W,V,N,F		

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

30. Presenting for inclusion in the minutes a document entitled “Assignment of Documents and Rights to Proposed Rock Quarry” from SE Holdings, LTD to Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-532	N	V		Motion to include Assignment of Documents & Rights to Proposed Rock Quarry from SE Holdings LTD In the meeting's minutes.		O,W,V,N, F		

31. Approving document to cancel the PUC's/CCN's for the sewer at the SE Ranch and for inclusion in the minutes.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-533	N	V		Motion to approve as presented.		O,W,V,N,F		

32. Approving Certification Forms for County Transportation Infrastructure Fund Grant Program.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-534	N	W		Motion to approve as presented.		O,W,V,N,F		

33. Approving Resolution for Flood Infrastructure Fund to the Texas Water Development Board.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-535	N	V		Motion to approve as presented.		O,W,V,N,F		

34. Approving Contract from Esser & Company Consulting LLC for Flood Infrastructure Fund.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-536	N	V		Motion to approve as presented.		O,W,V,N,F		

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

35. Approving Administratively Complete Letter from Texas Department of Agriculture for Val Verde County TxCDBG Contract No. 7216075.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-537	N	V		Motion to approve as presented.		O,W,V,N,F		

36. Approving the preparation of a Val Verde County Parks Master Plan as recommended by the Texas Parks & Wildlife Department Scoring Criteria and appoint committee to assist with plan.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-538	N	V		Motion to approve and appoint		O,W,V,N,F		
				Carl, Edgar, Carlos, Judge Owens,				
				& Commissioner Nettleton to				
				Committee.				

37. Approving applying to the lower Colorado River Authority for a Community Development Partnership Program Grant. Deadline January 31, 2021.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-539	N	V		Motion to approve as presented.		O,W,V,N,F		

Gustavo Flores, County Commissioners Pct. 4

38. Approving the purchase of a London Mosquito Fogger at a cost of \$18,492.25 out of Precinct 4 Operating Budget.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-540	N	V		Motion to Table.		O,W,V,N,F		

39. Requesting use of the Community Center on the 24th of October for a drive thru Job Fair.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-541	F	V		Motion to approve as presented.		O,W,V,N,F		

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

40. Executing contract with Project Engineer, Coastline Rail Engineering, LLC.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-542		V		Motion to approve and set aside \$425,000 expense until the TxDot Reimbursement is made.		O,W,V,F	N	

41. Deliver acceptance of bid letter to Hunter Industries for their signature.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-543	F	V		Motion to Table.		O,W,V,N,F		

42. Appointing Responsible Person in Charge (RPIC) and Project Manager (PM) who are full time employees of county. Both positions may be filled by one person.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-544	F	N		Motion to appoint Carlos Velarde As RPIC and PM.		O,W,V,N,F		

Edgar Perez, Fairground Manager

43. Approving an adjustment for rent for the "Copa de la Amistad" event.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-545	W	F		Motion to approve 50% rent Adjustment.		O,W,V,N,F		

Joe Frank Martinez, County Sheriff

44. Authorizing Sheriff Joe Frank Martinez to sign the Modification #1 for HIDTA 2020 Grant.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-546	N	F		Motion to approve as presented.		O,W,V,N,F		

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

45. Requesting issuance of a county cell phone for the Val Verde Sheriff's Office to be issued to Giuseppe Galata.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-547	F	V		Motion to approve as presented.		O,W,V,N,F		

Juanita Barrera, County Human Recourses

46. Approving the Holiday Schedule for FY 2020-21.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-548	N	W		Motion to approve as presented.		O,W,V,N,F		

47. Approving Human Resources Monthly Report from September 3, 2020 through September 29, 2020.

- A. Joe Frank Martinez, Sheriff, requesting the distribution of checks to Jose Tello, Patrol Deputy, with a salary of \$36,800.00 effective September 1, 2020. Mr. Tello is replacing Julio De Hoyos who was promoted.
- B. Joe Frank Martinez, Sheriff, requesting the distribution of checks to Marcos Hernandez, Patrol Deputy, with a salary of \$36,800.00 effective September 1, 2020. Mr. Hernandez is replacing Giuseppe Galata who was promoted.
- C. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Daniel Reyes, Bailiff, effective September 30, 2020. Mr. Reyes has retired.
- D. Gustavo Flores, Commissioner Pct. 4, requesting to stop the distribution of checks to Joe Alvarado, Heavy Equipment Operator, effective September 1, 2020. Mr. Alvarado has resigned.
- E. Generosa Ramon, County Clerk, requesting to stop the distribution of checks to Ivan De La Cruz, Deputy Clerk III, effective September 1, 2020. Mr. De La Cruz has been terminated.

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

- F. Edgar Perez, Building/Facilities Manager, requesting to stop the distribution of checks to Samuel Lozano, Maintenance Worker effective September 8, 2020. Mr. Lozano has resigned.
- G. Edgar Perez, Building/Facilities Manager, requesting the distribution of checks to Juan Castaneda, Maintenance Worker, with a salary of \$25,121.57 effective September 8, 2020. Mr. Castaneda is replacing Jorge Avendano who resigned.
- H. Adrian Bitela, Veterans Officer, requesting the distribution of checks to Felix Barrera, Driver with a salary of \$13.00/hr. effective August 18, 2020. Pay increase due to Veterans Fund Grant which was approved and adopted.
- I. Adrian Bitela, Veterans Officer, requesting the distribution of checks to Charles Elliott, Driver with a salary of \$13.00/hr. effective August 18, 2020. Pay increase due to Veterans Fund Grant which was approved and adopted.
- J. Michael Bagley, District Attorney, requesting to stop the distribution of checks to Daisy Gonzalez, BPU Attorney, effective September 11, 2020. Ms. Gonzales has resigned.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-549	N	V		Motion to approve as presented.		O,W,V,N,F		

Ana Markowski Smith, County Attorney

48. 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

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

EXECUTIVE SESSION:	_____ §551.071 (2) _____ v _____ §551.072 _____ v _____ §551.071 (1)(A) _____ v _____
OTHER _____	BEGAN @ 10:22 A.M. _____ ENDED @ 10:40 A.M. _____ BREAK @ _____
RESUMED @ _____ ACTION AFTER EX: _____	

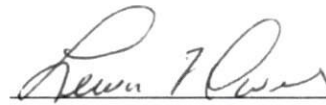
Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in a closed session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

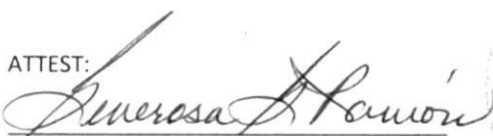
- 49. Commissioners' comments.
- 50. County Judge's comments.
- 51. Adjourn.

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 58, pages 7-71, inclusive, was on this the 9TH day of DECEMBER A.D. ~~XXXX~~ 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 OWENS=O; 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

September 29, 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:

-
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SEPTEMBER 29TH, 2020 AT 9:30 a.m.
OLD COUNTY COURT AT LAW BUILDING
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SEPTEMBER 29TH, 2020 AT 9:45AM
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DEL RIO, TEXAS

9. Tax Rate Hearing.

10. Close Tax Rate Hearing.

11. Budget Adoption (Record Vote).

12. Tax Rate Adoption (Record Vote).

13. Approving subdivision plats.

14. Approving certificates of compliance.

400 Pecan Street • Del Rio, TX 78840

15. Approving monthly reports from elected officials.

16. Approving bills for payment.

Emily Grant, County Agent

17. Setting date for the Val Verde County Livestock Show on December 19 & 20, 2021 with an alternative date of February 26 & 27, 2021 (See COVID-19 Guidelines and Plan).

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18. Requesting permission to give the American Legion Post 595 an Award of Appreciation for their service to our local veterans.

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20. Allowing renewal application for participation by the District Attorney's office in the BPU (Border Prosecution Unit) Grant FY 2020-2021 for the current budget amount of \$187,000.00.

Robb Stevenson, Executive Director, Equity CDC/VVC Self-Help Center

21. Presenting status of the Emergency SHC Program and possible amendment of the program policies.

22. Approval of Draw#17 under SHC Contract #7217013 in the amount of \$22,751.85 and authorize county judge and county auditor to sign Draw#17 and Draw Checklists.

Matthew S. Weingardt, County Auditor

23. Auditor's Report.

24. Budget Adjustments from available appropriations:

- A. Sheriff-Doctors/Medications – \$3,240.39
- B. Building Maintenance – Utilities -\$29,866.14
- C. Other – Hospital -\$481.00
- D. Pct.4 Operating to Capital – \$32,500.00
- E. Pct. 2 Operating to Capital – \$75,000.00
- F. 83rd District Court Jurors to Capital – \$1,200.00

25. Certification of revenue and assign appropriations:

- A. \$286,569.00 – Hail Damage Buildings
- B. \$1,963.50 – Hail Damage Vehicles
- C. \$3,974.48 – Water Damage 83rd District Court
- D. \$1,800.00 – Donation – Food Distribution

26. Advising the court of the Coronavirus funding grant in the amount of \$145,225.25.

Lewis G. Owens Jr., County Judge

27. Discussing matters relating to COVID-19.

28. Terminating Burn Ban.

29. Approving the use of the Fairgrounds for a Halloween drive thru.

30. Presenting for inclusion in the minutes a document entitled "Assignment of Documents and Rights to Proposed Rock Quarry" from SE Holdings, LTD to Val Verde County.

31. Approving document to cancel the PUC's/CCN's for the sewer at the SE Ranch and for inclusion in the minutes.

32. Approving Certification Forms for County Transportation Infrastructure Fund Grant Program.

33. Approving Resolution for Flood Infrastructure Fund to the Texas Water Development Board.

34. Approving Contract from Esser & Company Consulting LLC for Flood Infrastructure Fund.

35. Approving Administratively Complete Letter from Texas Department of Agriculture for Val Verde County TxCDBG Contract No. 7216075.

36. Approving the preparation of a Val Verde County Parks Master Plan as recommended by the Texas Parks & Wildlife Department Scoring Criteria and appoint committee to assist with plan.

37. Approving applying to the lower Colorado River Authority for a Community Development Partnership Program Grant. Deadline January 31, 2021.

Gustavo Flores, County Commissioners Pct. 4

38. Approving the purchase of a London Mosquito Fogger at a cost of \$18,492.25 out of Precinct 4 Operating Budget.

39. Requesting use of the Community Center on the 24th of October for a drive thru Job Fair.

40. Executing contract with Project Engineer, Coastline Rail Engineering, LLC.

41. Deliver acceptance of bid letter to Hunter Industries for their signature.

42. Appointing Responsible Person in Charge (RPIC) and Project Manager (PM) who are full time employees of county. Both positions may be filled by one person.

Edgar Perez, Fairground Manager

43. Approving an adjustment for rent for the "Copa de la Amistad" event.

Joe Frank Martinez, County Sheriff

44. Authorizing Sheriff Joe Frank Martinez to sign the Modification #1 for HIDTA 2020 Grant.

45. Requesting issuance of a county cell phone for the Val Verde Sheriff's Office to be issued to Giuseppe Galata.

Juanita Barrera, County Human Recourses

46. Approving the Holiday Schedule for FY 2020-21.

47. Approving Human Resources Monthly Report from September 3, 2020 through September 29, 2020.

- A. Joe Frank Martinez, Sheriff, requesting the distribution of checks to Jose Tello, Patrol Deputy, with a salary of \$36,800.00 effective September 1, 2020. Mr. Tello is replacing Julio De Hoyos who was promoted.
- B. Joe Frank Martinez, Sheriff, requesting the distribution of checks to Marcos Hernandez, Patrol Deputy, with a salary of \$36,800.00 effective September 1, 2020. Mr. Hernandez is replacing Giuseppe Galata who was promoted.
- C. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Daniel Reyes, Bailiff, effective September 30, 2020. Mr. Reyes has retired.
- D. Gustavo Flores, Commissioner Pct. 4, requesting to stop the distribution of checks to Joe Alvarado, Heavy Equipment Operator, effective September 1, 2020. Mr. Alvarado has resigned.
- E. Generosa Ramon, County Clerk, requesting to stop the distribution of checks to Ivan De La Cruz, Deputy Clerk III, effective September 1, 2020. Mr. De La Cruz has been terminated.

- F. Edgar Perez, Building/Facilities Manager, requesting to stop the distribution of checks to Samuel Lozano, Maintenance Worker effective September 8, 2020. Mr. Lozano has resigned.
- G. Edgar Perez, Building/Facilities Manager, requesting the distribution of checks to Juan Castaneda, Maintenance Worker, with a salary of \$25,121.57 effective September 8, 2020. Mr. Castaneda is replacing Jorge Avendano who resigned.
- H. Adrian Bitela, Veterans Officer, requesting the distribution of checks to Felix Barrera, Driver with a salary of \$13.00/hr. effective August 18, 2020. Pay increase due to Veterans Fund Grant which was approved and adopted.
- I. Adrian Bitela, Veterans Officer, requesting the distribution of checks to Charles Elliott, Driver with a salary of \$13.00/hr. effective August 18, 2020. Pay increase due to Veterans Fund Grant which was approved and adopted.
- J. Michael Bagley, District Attorney, requesting to stop the distribution of checks to Daisy Gonzalez, BPU Attorney, effective September 11, 2020. Ms. Gonzales has resigned.

Ana Markowski Smith, County Attorney

48. 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.

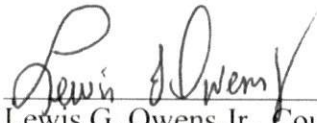
49. Commissioners' comments.

50. County Judge's comments.

51. 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 next Regular Commissioners Court Meeting will be October 14th, 2020 @ 9:00 a.m. **Agenda Items are due THURSDAY, October 8th, 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
SEPTEMBER 25TH, 2020: AT 4:36 AM/~~PM~~

FILED

2020 SEP 25 P 4:36

GENESEA GONZA RAYON
VAL VERDE COUNTY CLERK

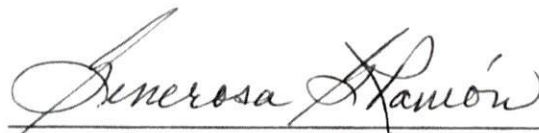
BY MA DEPUTY

400 Pecan Street • Del Rio, TX 78840

CERTIFICATE

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 25th day of September, 2020, at 4:36 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



TxCDBG REQUEST FOR PAYMENT

#22

Grant Recipient: Val Verde County

Contract No.: 7217013 Request No: 17 Region: MRGDC

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

Contract Period: From: 2/1/2018 To: 2/1/2022 Period Covered by this Report: From: Jul 1, 2020 To: Sep 21, 2020

Activity Number A	Budget B	This Request C	Total Drawn D	Balance (B-C-D)	% of Activity Budget Drawn
05 - Public Services	\$ 150,000.00	\$ 5,533.92	\$ 76,980.77	\$ 67,485.31	55%
14A - Rehab Single Unit Res	\$ 720,000.00	\$ 17,217.93	\$ 561,863.43	\$ 140,918.64	80%
21A - General Administration	\$ 225,000.00	\$ 0.00	\$ 168,750.00	\$ 56,250.00	75%
12 - Construction of Housing	\$ 405,000.00	\$ 0.00	\$ 251,692.00	\$ 153,308.00	62%
Total Grant Funds:	\$1,500,000.00	\$ 22,751.85	\$1,059,286.20	\$ 417,961.95	

Matching Funds: \$ 0.00

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

Total Grant Funds Requested To Date: \$1,082,038.05	Total Match Funds Expended To Date:	percent match funds to grant funds expended
--	-------------------------------------	---

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

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

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

LEWIS C. Owens Jr	County Judge	Lewis C Owens	9-30-20
Name of 1st Authorized Certifying Official	Title	Signature of Authorized Certifying Official	Date
Mark Dwyer	County Auditor	Mark Dwyer	9/30/20
Name of 2nd Authorized Certifying Official	Title	Signature of Authorized Certifying Official	Date

TDHCA CERTIFICATION ONLY:

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

Form must be signed and dated by authorized signatories.

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

Name of TDHCA Staff

Title

Signature of TDHCA Staff

Date

Form must be signed and dated by authorized signatories.

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

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



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

County: Val Verde Contract Number: 7217013

Homeowner: Rosalinda Murillo

Address: 354 Greenwillow, Cienegas Terrace Colonia, Val Verde County

Guidelines maximum amount for activity on this home? \$60,000.00 CSHC funds going into this home: \$50,874.07

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

Date the Contractor was cleared (Form 13): May 12, 2020 Date Notice to Proceed (Form 14) signed: May 13, 2020

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

Utilities Connections

Type of Connection: _____

- ☐ Work performed by the county

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

- ☐ Work performed by CSHC Provider

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

Small Home Repair

- ☐ Work performed by the county

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

- ☐ Work performed by CSHC Provider

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

Residential Rehab

- ☐ Initial Draw Request - Work performed by CSHC Provider

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

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

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

- ☒ Final Draw Request - Work performed by CSHC Provider

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

Direct Delivery Administration (for county employees only)

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

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

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

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

County Representative Signature: Lewis G. Owens Jr. Date: 9-30-20

County Representative Printed Name: Lewis G. Owens Jr.

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

OCI Representative Signature: _____ Date: _____

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

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



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

County: Val Verde Contract Number: 7217013

Homeowner: Elizabeth Robinson de Jimenez

Address: 366 Greenwillow, Cienegas Terrace Colonia, Val Verde County

Guidelines maximum amount for activity on this home? \$60,000.00 CSHC funds going into this home: \$49,339.14

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

Date the Contractor was cleared (Form 13): May 12, 2020 Date Notice to Proceed (Form 14) signed: May 13, 2020

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

Utilities Connections

Type of Connection: _____

☐ Work performed by the county

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

☐ Work performed by CSHC Provider

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

Small Home Repair

☐ Work performed by the county

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

☐ Work performed by CSHC Provider

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

Residential Rehab

☐ Initial Draw Request - Work performed by CSHC Provider

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

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

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

☒ Final Draw Request - Work performed by CSHC Provider

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

Direct Delivery Administration (for county employees only)

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

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

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

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

County Representative Signature: Lewis G. Owens Jr. Date: 9/30/20

County Representative Printed Name: Lewis G. Owens Jr.

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

OCI Representative Signature: _____ Date: _____

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

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



Public Services Draw Checklist

County: Val Verde Contract Number: 7217013

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

Tool Lending Library

☐ Work performed by the county

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

☒ Work performed by CSHC Provider

Include Itemized invoice(s).

Solid Waste Removal

☐ Work performed by the county

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

☐ Work performed by CSHC Provider

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

Computer Access

☐ Work performed by the county

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

☐ Work performed by CSHC Provider

Include Itemized invoice(s) describing purchased materials.

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

Type of Class(es): _____

☐ Work performed by the county

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

☐ Work performed by CSHC Provider

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

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

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

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

County Representative Signature: Lewis G. Owens Jr. Date: 9-30-20

County Representative Printed Name: Lewis G. Owens Jr.

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

OCI Representative Signature: _____ Date: _____

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

#28

STATE OF TEXAS §
 §
COUNTY OF VAL VERDE §

ORDER LIFTING OUTDOOR BURN BAN

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

WHEREAS, Section 352.081 of the Local Government Code further provides that an order prohibiting outdoor burning shall expire on the date that a determination is made by the commissioners court that the circumstances which necessitated the order no longer exist; and

WHEREAS, on July 22, 2020, the Val Verde County Commissioners Court made a finding that circumstances present in the unincorporated area of Val Verde County created a public safety hazard that would be exacerbated by outdoor burning and approved an "Order Prohibiting Outdoor Burning" in the unincorporated areas of Val Verde County; and,

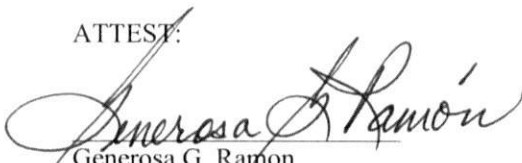
WHEREAS, the Val Verde County Commissioners Court has determined that conditions in the unincorporated area of Val Verde County have improved as a result of recent rainfall and that the circumstances which necessitated the "Order Prohibiting Outdoor Burning" no longer exist; and

WHEREAS, the Val Verde County Commissioners Court has authorized the County Judge to sign orders on its behalf;

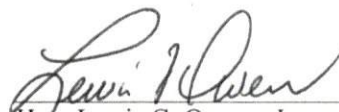
NOW, THEREFORE, the Val Verde County Commissioners Court hereby LIFTS its July 22, 2020 "Order Prohibiting Outdoor Burning" in the unincorporated areas of Val Verde County. Although conditions in the unincorporated area of Val Verde County have improved, the Commissioners Court urges all persons to use extreme caution and to obey all laws when burning outdoors.

ADOPTED this 29th day of September, 2020.

ATTEST:


Generosa G. Ramon,
Val Verde County Clerk




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

#32

County Name Val Verde County

**County Transportation Infrastructure Fund Grant Program - 2020 Program Call
CERTIFICATION FORM 1**

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

Within 30 Days after Execution of Grant Agreement with TxDOT

- ☒ **County Signature Authority** — County Commissioners Court has adopted the attached resolution authorizing county employee(s) signature authority for this program. (attach resolution)
- ☒ **Define Design Criteria and Specifications** — County certifies design standards, specifications and quality assurance requirements have been adopted for projects under this program. (no attachment required)
- ☒ **List of Transportation Infrastructure Projects** — County has developed the attached List of Transportation Infrastructure Projects for all projects to be performed with the funds awarded. (attach List of Transportation Infrastructure Projects)
- ☒ **Reimbursement of Funds** — County certifies reimbursement requests under this program will be prepared following generally accepted cost accounting practices and the Texas Uniform Grant Management Standards. (no attachment required)

Periodic Requirements

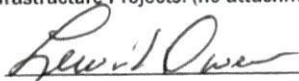
Reimbursement Requests (Monthly when charges occur):

- ☐ **Billing** — County shall submit billing statements including certification of work performed and copies of all paid invoices and/or force account documentation for eligible and not previously submitted expenses. (attach billing statement)

Schedule Updates (No less than semi-annually):

- ☐ **List of Transportation Infrastructure Projects** — County has developed an update to the List of Transportation Infrastructure Projects for all projects reflecting the current estimated development timeline for all funded projects. (attach updated List of Transportation Infrastructure Projects)
- ☐ **List of Transportation Infrastructure Projects** — There are no material changes to the most recently submitted List of Transportation Infrastructure Projects. (no attachment required)

County Authorized Representative Signature



Date 9/29/2020

County Authorized Representative Name

Lewis G. Owens Jr.

Title County Judge

Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT.



TEXAS DEPARTMENT OF TRANSPORTATION

PAGE 2
LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

County:	VAL VERDE
TxDOT District:	Laredo
Economically Disadvantaged:	Yes
Submittal Date:	9/29/2020

Page 2 of 3
July 10, 2020

2020 Program Call

TEXAS DEPARTMENT OF TRANSPORTATION

PAGE 3

LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

County: VAL VERDE

TxDOT District: Lakota

Economic Development District: Lakota

Submitted Date: 9/29/2020

PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE		ESTIMATE		FUNDING					
Project Number	Project Name	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Project?	Proposed Construction Begin	Proposed Construction End (M/Y)	Engineering	ROW, Utilities, Construction	Estimated Total Project Cost	State Share	County Share	
Your County's Prioritized Project List (Page 3):														
60									\$	\$	\$	\$	\$	
61									\$	\$	\$	\$	\$	
62									\$	\$	\$	\$	\$	
63									\$	\$	\$	\$	\$	
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98									\$	\$	\$	\$	\$	
99									\$	\$	\$	\$	\$	
100									\$	\$	\$	\$	\$	
101									\$	\$	\$	\$	\$	
102									\$	\$	\$	\$	\$	
103									\$	\$	\$	\$	\$	
Totals for Page 3:											\$	\$	\$	\$

County Name Val Verde County

Project Name Pandale Road

**County Transportation Infrastructure Fund Grant Program – 2020 Program Call
CERTIFICATION FORM 2**

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

Prior to Starting Construction on a Project

- ☒ **Acquisition of Right of Way and Real Property Acquisition** — County certifies it has all required right of way or has obtained all necessary right of entry for performance of this project. County also certifies all right of way acquired for this project since award of County Transportation Infrastructure Fund Grant has been in accordance with applicable requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A., Section 4601 et seq. (no attachment required)
- ☒ **Relocation of Utilities** — County certifies all impacted utilities have been relocated and identified on the plans. (no attachment required)
- ☒ **Environmental Permitting and Regulatory Issues** — County has obtained written certification by a qualified professional that an appropriate level of environmental investigation and analysis has been performed for this project, all identified environmental problems have been remediated, and all required permits and clearances from appropriate regulatory agencies have been obtained. (attach certification)
- ☒ **Compliance with Texas Accessibility Standards and ADA** — County certifies the plans for the transportation infrastructure project are in compliance with applicable Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469. TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act, Title 42 U.S.C., Section 12101 et seq. (no attachment required)
- ☒ **Material Testing** — County certifies it will follow adopted quality assurance requirements during construction. (no attachment required)

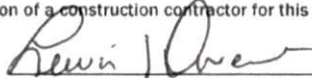
COUNTY-PERFORMED WORK

- ☒ **Self-performed Design** — County certifies no engineering, architectural or surveying consultants have been or will be used in performance of this project. (no attachment required)
- ☒ **Self-performed Construction** — County certifies all maintenance and construction work on this project will be performed with county personnel and work will be performed in accordance with adopted design standards, specifications and quality assurance requirements. (no attachment required)

CONTRACTED WORK

- ☐ **Selection of Engineering, Architectural and Surveying Consultants** — County certifies procurement of engineering, architectural and surveying consultants have followed and will follow applicable state qualifications-based selection procedures. (no attachment required)
- ☐ **Construction Documents** — County has obtained written certification from a Texas Registered Professional Engineer that the construction documents were developed using the selected/adopted design criteria and specifications. (attach certification)
- ☐ **Advertisement for Construction Work** — County certifies it has followed and will follow state-required advertisement laws and regulations applicable to construction projects. (no attachment required)
- ☐ **Construction Contract Procurement** — County certifies it has followed and will follow state laws and regulations applicable to procurement and selection of a construction contractor for this project. (no attachment required)

County Authorized Representative Signature



Date 9/29/2020

County Authorized Representative Name

Lewis G. Owens Jr.

Title County Judge

Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT

ESSER & COMPANY CONSULTING LLC
702 ASHBY DRIVE S.
UVALDE, TEXAS 78801
(830) 278-1423 PHONE
(830) 261-5125 FAX
carl.esser@hotmail.com

September 29, 2020

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

**RE: VAL VERDE COUNTY 2020 COUNTY TRANSPORTATION INFRASTRUCTURE
FUND GRANT PROGRAM – VAL VERDE COUNTY PANDALE ROAD**

Dear Judge Owens:

The Val Verde County Pandale Road project consists of improving an existing county road that is part of the Val Verde County road system and has been previously maintained by Val Verde County. The improvements listed for this project include adding limestone base material and regrade due to heavy truck traffic. All activities will take place within the existing footprint of Pandale Road. Esser & Company Consulting LLC as consultants for Val Verde County and their representatives are unaware of any applicable federal, state, or local environmental laws or regulations that would require permitting for this project.

It has been determined to the best of our knowledge that this proposed project will not affect any known local, state, or national, historic, architectural or archaeological resource presently listed, or potentially eligible for listing, in the National Register of Historical Places, or in any state or local registry. Additionally there are no public meetings or public hearings required for assessing and/or mitigating environmental issues for the Pandale Road.

If you have any questions or require additional information do not hesitate to contact me at 830-486-5849 or by email at carl.esser@hotmail.com.

Sincerely,



Carl Esser, Consultant
Esser & Company Consulting LLC

County Name

Val Verde County

Project Name

Dolan Creek Road

County Transportation Infrastructure Fund Grant Program – 2020 Program Call

CERTIFICATION FORM 2

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form. Include attachments as noted and deliver to TxDOT's designated district representative.

Prior to Starting Construction on a Project

- ☒ **Acquisition of Right of Way and Real Property Acquisition** — County certifies it has all required right of way or has obtained all necessary right of entry for performance of this project. County also certifies all right of way acquired for this project since award of County Transportation Infrastructure Fund Grant has been in accordance with applicable requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A., Section 4601 et seq. (no attachment required)
- ☒ **Relocation of Utilities** — County certifies all impacted utilities have been relocated and identified on the plans. (no attachment required)
- ☒ **Environmental Permitting and Regulatory Issues** — County has obtained written certification by a qualified professional that an appropriate level of environmental investigation and analysis has been performed for this project, all identified environmental problems have been remediated, and all required permits and clearances from appropriate regulatory agencies have been obtained. (attach certification)
- ☒ **Compliance with Texas Accessibility Standards and ADA** — County certifies the plans for the transportation infrastructure project are in compliance with applicable Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469. TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act, Title 42 U.S.C., Section 12101 et seq. (no attachment required)
- ☒ **Material Testing** — County certifies it will follow adopted quality assurance requirements during construction. (no attachment required)

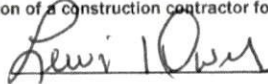
COUNTY-PERFORMED WORK

- ☒ **Self-performed Design** — County certifies no engineering, architectural or surveying consultants have been or will be used in performance of this project. (no attachment required)
- ☒ **Self-performed Construction** — County certifies all maintenance and construction work on this project will be performed with county personnel and work will be performed in accordance with adopted design standards, specifications and quality assurance requirements. (no attachment required)

CONTRACTED WORK

- ☐ **Selection of Engineering, Architectural and Surveying Consultants** — County certifies procurement of engineering, architectural and surveying consultants have followed and will follow applicable state qualifications-based selection procedures. (no attachment required)
- ☐ **Construction Documents** — County has obtained written certification from a Texas Registered Professional Engineer that the construction documents were developed using the selected/adopted design criteria and specifications. (attach certification)
- ☐ **Advertisement for Construction Work** — County certifies it has followed and will follow state-required advertisement laws and regulations applicable to construction projects. (no attachment required)
- ☐ **Construction Contract Procurement** — County certifies it has followed and will follow state laws and regulations applicable to procurement and selection of a construction contractor for this project. (no attachment required)

County Authorized Representative Signature



Date 9/29/2020

County Authorized Representative Name

Lewis G. Owens Jr.

Title County Judge

Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT

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702 ASHBY DRIVE S.
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carl.esser@hotmail.com

September 29, 2020

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

**RE: VAL VERDE COUNTY 2020 COUNTY TRANSPORTATION INFRASTRUCTURE
FUND GRANT PROGRAM – VAL VERDE COUNTY DOLAN CREEK ROAD**

Dear Judge Owens:

The Val Verde County Dolan Creek Road project consists of improving an existing county road that is part of the Val Verde County road system and has been previously maintained by Val Verde County. The improvements listed for this project include adding limestone base material and regrade due to heavy truck traffic. All activities will take place within the existing footprint of Dolan Creek Road. Esser & Company Consulting LLC as consultants for Val Verde County and their representatives are unaware of any applicable federal, state, or local environmental laws or regulations that would require permitting for this project.

It has been determined to the best of our knowledge that this proposed project will not affect any known local, state, or national, historic, architectural or archaeological resource presently listed, or potentially eligible for listing, in the National Register of Historical Places, or in any state or local registry. Additionally there are no public meetings or public hearings required for assessing and/or mitigating environmental issues for the Dolan Creek Road.

If you have any questions or require additional information do not hesitate to contact me at 830-486-5849 or by email at carl.esser@hotmail.com.

Sincerely,



Carl Esser, Consultant
Esser & Company Consulting LLC

Instructions

Indicate below your intention to apply for funding from the Flood Infrastructure Fund. In addition, please complete the Statement of Funding section outlining all funding sources intended for your project, including specifically identifying the amount of FIF funding for which you intend to apply. Deadline to submit is **September 30, 2020**. Submit this document as an attachment to FloodIUP@twdb.texas.gov

Failure to return this form by the deadline will be considered as no intention to apply and your project will not be considered for funding.

General Information

Entity Name Val Verde County

Project Name (as listed in the Flood Prioritization List) Flood Early Warning System

Abridged Application Number 13795

Intent to Apply ☒ Yes ☐ No

Statement of Funding

Please indicate the funding sources anticipated to sufficiently fund the project. Insert the dollar amounts applicable to the sources identified below. Entities may either use its own available funds or borrow FIF funds at 0% for any portion of the required local share not provided through the FIF grant funds. Other funding sources indicated below must be committed/awarded or under consideration by the funding agency. If federal funding is a source, the award must be confirmed prior to commitment by the TWDB. Please indicate the specific source and federal disaster number in the box below. While you may propose to use in-kind services on this form, any proposal must receive TWDB's approval.

Sources of Funding	Amount (\$)
a. Federal Funding Disaster Number	\$ 0.00
b. Local Contribution (All cash/loan/bond proceeds/non-federal grant sources excluding FIF)	\$ 0.00
c. In-Kind Contribution (estimated value)	\$ 0.00
d. TWDB FIF Grant	\$ 290,000.00
e. TWDB FIF Loan	\$ 210,000.00
TOTAL PROJECT COST (equals a+b+c+d+e)	\$ 500,000.00

Signature

Lewis G. Owens Jr.

Title Val Verde County Judge

Printed Lewis G. Owens Jr.

Email Address lowens@valverdecountry.tx

Awarded App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage ¹	Eligible Grant Amount (or Entity's Amount Requested, whichever is less)			Cumulative Total ²
								Eligible Grant Percentage	Amount Requested	Eligible Grant Amount	
13803	34	54.5172	Sedore River Authority	Flood Protection Pumping for Watersheds - Upper Sedore River Basin	\$ 756,000	1	75%	\$	567,000	\$ 187,500	\$ 184,164.729
13779	35	54.4537	Union County	Union & San Salas County Hazard Mitigation Plan	\$ 134,500	3	59%	\$	79,355	\$ 55,145	\$ 184,919.229
13754	36	54.4346	Autone	Central Texas Regional Floodplain Studies	\$ 4,452,000	1	50%	\$	2,226,000	\$ 2,226,000	\$ 186,945.229
13803	41	54.4304	San Jacinto River Authority	Upper San Jacinto River Basin Regional Information Study	\$ 750,000	1	50%	\$	375,000	\$ 375,000	\$ 186,119.229
3176	42	52.8875	Vin Winth County	Flood Early Warning System	\$ 800,000	4	58%	\$	380,000	\$ 210,000	\$ 186,613.229
13848	43	52.5943	Brownsville	Imperial Dam and Upstream District Improvements	\$ 9,100,000	2	45%	\$	4,095,000	\$ 5,005,000	\$ 196,113.229
13796	44	52.0822	Uvalde County	Soil Sequesting (soar) for Early Warning System	\$ 300,000	4	75%	\$	210,000	\$ 81,200	\$ 200,019.229
13797	45	52.5533	Lubbock	Flood Protection Pumping for Watersheds	\$ 750,000	1	75%	\$	562,500	\$ 187,500	\$ 200,869.229
13848	46	52.7927	Kingsville	Emergency Mitigation Plan, Location 9	\$ 5,000,000	2	45%	\$	2,250,000	\$ 3,180,000	\$ 204,869.229
13842	47	52.6640	Fredericksburg	Flood Early Warning System Improvements	\$ 586,000	4	15%	\$	87,900	\$ 504,600	\$ 204,963.229
13707	48	52.4382	Lower Neches Valley Authority	Shoal Water Pump Proposed 2020 Improvements	\$ 1,642,800	2	35%	\$	575,000	\$ 1,066,900	\$ 206,397.549
13771	49	51.9912	Wilbrey County	Open Flood Control Project with WICD #1	\$ 2,810,000	2	51%	\$	1,331,115	\$ 1,278,815	\$ 211,207.549
13719	50	51.5217	Muskegonny Co M&C #62	Blue Branch Drainage Improvements	\$ 11,800,000	2	10%	\$	1,180,000	\$ 10,700,000	\$ 222,907.549
13819	51	50.8688	Nueces County Drainage & Construction District #2	Flood Early Warning System	\$ 812,500	4	75%	\$	465,560	\$ 14,200	\$ 221,178.059
13794	72	50.5502	Sedore River Authority	Union & San Salas County Hazard Mitigation Plan	\$ 134,500	4	58%	\$	100,810	\$ 73,080	\$ 221,249.059
13854	73	49.9796	Cameron County Drainage District #3	Marjory Lamm & South Fork Lamm Regional Drainage Project	\$ 2,340,000	2	39%	\$	912,600	\$ 1,427,400	\$ 225,648.059
13786	74	49.1020	Houston	Houston Storm Water Master Plan	\$ 5,250,000	1	75%	\$	3,937,500	\$ 1,312,500	\$ 230,884.059
13520	75	49.8754	Brazos County Corporation & Reclamation District #3	Alamo-Marshall Regional Flood Control Mitigation	\$ 5,000,000	2	51%	\$	2,550,000	\$ 4,192,000	\$ 232,884.059
13820	76	49.2753	North Central Texas Council of Governments	Integrated Transportation and Stormwater Management	\$ 3,000,000	1	50%	\$	1,500,000	\$ 1,500,000	\$ 234,884.059
13527	77	49.2215	Maps County	Clear Creek Watershed Study Floodplain and Mapping	\$ 215,000	1	50%	\$	107,500	\$ 107,500	\$ 235,999.059

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Commissioners Court of the County of Val Verde requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF VAL VERDE:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 500,000.00 to provide for the costs of Early Warning System.

SECTION 2: That Lewis G. Owens Jr. be and is hereby designated the authorized representative of the County of Val Verde for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the County of Val Verde before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: N/A

Engineer: N/A

Bond Counsel: N/A

PASSED AND APPROVED, this the 29th day of September, 2020.

ATTEST: Generosa (Janie) Gracia Raulon
Generosa (Janie) Gracia Raulon
Val Verde County Clerk

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

(Seal)



TWDB-0172
9/8/2020

Julissa Rucera
Notary Public, State of Texas

Application Affidavit

THE STATE OF TEXAS \$
COUNTY OF Val Verde \$
APPLICANT Val Verde COUNTY \$

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Lewis G. Owens Jr. as the Authorized Representative of the County of Val Verde, who being by me duly sworn, upon oath says that:

1. The decision by the Val Verde County Commissioners Court (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing all such notice as required by such Act as is applicable to the County of Val Verde (authority, city, county, corporation, district) .

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The County of Val Verde (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none").

None

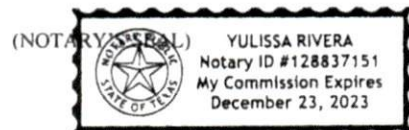
4. The County of Val Verde (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance; and

5. the County of Val Verde (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

Kevin J. Murphy
Official Representative

Title: Val Verde County Judge

SWORN TO AND SUBSCRIBED BEFORE ME, by Lewis G. Owens Jr.
on this 29th day of September, 2020.



Yulissa Ruciera
Notary Public, State of Texas

VOL. 58 PG. 53

#34

ESSER & COMPANY CONSULTINIG LLC

Contract For Administration Management Services
For Val Verde County
TWDB Flood Infrastructure Fund – Early Warning System

PART I AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this 29th day of September 2020, by and between the County of Val Verde, hereinafter called the "County", acting herein by Lewis G. Owens Jr., Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "Sub-Contractor", acting herein by Carl Esser, Consultant, hereunto duly authorized.

WITNESSETH THAT:

WHEREAS, the County of Val Verde desires to implement the Texas Water Development Board (TWDB) Flood Infrastructure Fund 2020 Early Warning System under the general direction of the Texas Water Development Board (TWDB) (hereinafter called "TWDB") Program administered by the Texas Water Development Board; and Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional /administration services in connection with this TWDB Project #13795.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

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

2. Time of Performance - The services of the Sub-Contractor shall commence on September 29, 2020. In any event, all of the services required and performed hereunder shall be completed no later than September 29, 2022.

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 Sub-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 TWDB, 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 Sub-Contractor which are pertinent to the TWDB award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TWDB contract.

5. By executing this Contract, the Sub-Contractor accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The Sub-Contractor shall comply with and cooperate in any such investigation or audit. The Sub-Contractor agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Sub-Contractor also agrees to include a provision in any subcontract related to this contract that requires its contracting parties to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract

6. The Sub-Contractor and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the BOARD. Accounting by the Sub-Contractor and its contracted parties shall be in a manner consistent with generally accepted accounting principles.
7. The BOARD shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the Sub-Contractor or its contracted parties pursuant to this CONTRACT shall become the joint property of the Sub-Contractor, COUNTY, and the BOARD. Materials shall not be copyrighted or patented by the Sub-Contractor or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the BOARD approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the Sub-Contractor or its Sub-Contractors will in no way limit the BOARD's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a BOARD copyright and produced by the Sub-Contractor or BOARD pursuant to this CONTRACT may be printed by the Sub-Contractor or the BOARD at their own cost and distributed by either at their discretion. The Sub-Contractor may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials.
The Sub-Contractor and its contracted parties agree to acknowledge the BOARD in any news releases or other publications relating to the work performed under this CONTRACT.
8. This Contract and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Sub-Contract transcends the biennium in which this Contract is entered into, this Contract is specifically contingent upon the continued authority of the BOARD and appropriations therefore.
9. For the purpose of this CONTRACT, the Sub-Contractor will be considered an independent Sub-Contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The Sub-Contractor shall obtain all necessary insurance, in the judgment of the Sub-Contractor, to protect themselves, the Sub-Contractor, the BOARD, and employees and officials of the BOARD from liability arising out of this CONTRACT. The Sub-Contractor shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the Sub-Contractor may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the Sub-Contractor, arising out of the activities under this CONTRACT.
10. Retention of Records - The Sub-Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
11. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$45,000.00. Payment to the Sub-Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

12. Indemnification – The Sub-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 Sub-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 TWDB 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.

13. 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.
- f. The parties shall not construe this Contract and Agreement as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this CONTRACT transcends the biennium in which this CONTRACT is entered into, this CONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
- g. This Agreement is subject to audit by the Texas State Auditor's Office and requiring the Sub-Contractor to cooperate with any request for information from TWDB Project 13795.
- h. Payments under the subcontract are contingent upon the appropriation of funds by the Texas Water Development Board.
- i. Data, materials and work papers, in any media, that are gathered, compiled, adapted for use or generated by the Sub-Contractor or the Sub-Contractor become data, materials and work owned by the TWDB and that Sub-Contractor has no proprietary rights in such data, materials and work papers.
- j. Timely and accurate books and records of accounts according to generally acceptable accounting principles shall be kept by Esser & Company Consulting LLC at all times.
- k. The Sub-Contractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that Sub-Contractor is solely responsible for

obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity.

1. This agreement acts an independent Sub-Contractor and that the TWDB shall have no liability resulting from any failure of Sub-Contractor that results in breach of CONTRACT, property damage, personal injury or death.

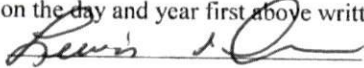
14 Extent of Agreement

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County and the Sub-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 Sub-Contractor.

15. That in the event TWDB funds are not awarded to Val Verde County, this contract shall be terminated by Val Verde County.

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:



Lewis G. Owens Jr.

(Printed Name)

Val Verde County Judge

(Title)

BY:



Carl Esser

(Printed Name)

Consultant, Esser & Company Consulting LLC

(Title)

PART II
SCOPE OF SERVICES

The Sub-Contractor 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 County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TWDB regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TWDB.
7. Prepare and submit to TWDB documentation necessary for amending the TxCDBG contract.
8. Assist in conducting re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports..
10. Prepare Financial Information Report for County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to County regarding acquisition of property: if applicable
 - Submit required reports concerning acquisition activities to TWDB;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement; and
 - Assist the County in negotiation with property owner(s).
13. Maintain TWDB Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the County during any monitoring visit by staff representatives from the TWDB.

B. Financial Management

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

C. Environmental Review

1. Assist in the Preparation of the environmental assessment.

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

D. Acquisition

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

E. Construction Management

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

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.

3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Audit / Close-out Procedures

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

**PART III
PAYMENT SCHEDULE**

Val Verde 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%	\$2,000.00
• Completion of Environmental/Special Conditions Clearance	15%	\$6,000.00
• Completion of all Acquisition Activities	10%	\$4,000.00
• Completion of the Bid/Contract Award Process	15%	\$6,000.00
• Labor Standards Compliance/Completion of Construction	15%	\$6,000.00
• Comply with EEO / Fair Housing Requirements	10%	\$4,000.00
• Program and Financial Management	20%	\$8,000.00
• Filing of all Required Close-out Information	10%	\$4,000.00
Total	100%	\$40,000.00

SPECIAL SERVICES: \$5,000.00 - Final Report to the Texas Water Development Board

The Sub-Contractor shall complete and submit a Report at the end of the project. The report shall include an *Executive Summary*, an *Introduction* describing the project or research performed; a *Methodology* section to describe any materials, procedures, or models used; *Results* to describe any analyses, activities, or data collected, *Conclusions* of the PROJECT, and Recommendations as appropriate. The Report shall include a Table of Contents, List of Figures, List of Tables, a List of References, and any other pertinent information such as the scope of work or other diagrams, graphics, or tables to explain the procedures and results of the study. The Report shall include an electronic copy of any computer programs, maps, or models along with any manuals or sample data set(s) developed under the terms of this CONTRACT. The Sub-Contractor shall deliver four (4) double-sided copies and one electronic copy (one in Portable Document Format (PDF) and one in Microsoft Word format) of the Report to the EXECUTIVE ADMINISTRATOR no later than the Project Completion Date. All reports shall be prepared according to *Guidelines For Authors Submitting Contract Reports To The Texas Water Development Board*.

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Sub-Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-Contractor, and the County may set-off the damages it incurred as a result of the Sub-Contractor's breach of contract from any amounts it might otherwise owe the Sub-Contractor.

2. Termination for Convenience of the County. County may at any time and for any reason terminate Sub-Contractor's services and work at County's convenience upon providing written notice to the Sub-Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Sub-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, Sub-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 Sub-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 Sub-Contractor prior to the date of the termination of this Agreement. Sub-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 Sub-Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Sub-Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution.

satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. 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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-Contractor under this contract are confidential and the Sub-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 Sub-Contractor.
3. Compliance with Local Laws. The Sub-Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Sub-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 TWDB award between TWDB and the County shall have any personal financial interest, direct or indirect, in the Sub-Contractor or this Agreement; and the Sub-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 TWDB award between TWDB and the County shall have any personal financial interest, direct or indirect, in the Sub-Contractor or this Agreement; and the Sub-Contractor shall take appropriate steps to assure compliance.
 - c. Sub-Contractor and Employees. The Sub-Contractor warrants and represents that it has no conflict of interest associated with the TWDB award between TWDB and the County or this Agreement. The Sub-Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TWDB award between TWDB and the County or in any business, entity, organization or person that may benefit from the award. The Sub-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 Sub-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 Sub-Contractor. The Sub-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 contracts and subcontracts over \$10,000).

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

- a. The Sub-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 Sub-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 Sub-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 Sub-Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-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 Sub-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 Sub-Contractor's legal duty to furnish information.
- d. The Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-Contractor or vendor. The Sub-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 Sub-Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor or vendor as a result of such direction by the administering agency the Sub-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 Sub-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 Sub-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 Sub-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 Sub-Contractor agrees to send to each labor organization or representative of workers with which the Sub-Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-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.

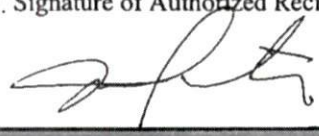
d. The Sub-Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Sub-Contractor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

e. The Sub-Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-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 Sub-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).

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Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Sheriff Joe Martinez Val Verde County Sheriff's Office PO Drawer 1201 Del Rio, TX 78841-1201		4. Award Number: G20SS0008A	
		5. Grant Period: From 01/01/2020 to 12/31/2021	
1A. Subrecipient IRS/Vendor No.	6. Date: 8/25/2020	7. Action	
Subrecipient Name and Address	8. Supplement Number 1	Initial	
		☒ Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$266,853.00	
3. Project Title	10. Amount of This Award:	\$15,000.00	
	11. Total Award:	\$281,853.00	
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 116-93			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director		15. Typed Name and Title of Authorized Official Joe Martinez Sheriff	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date 	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 611754136 EIN: 1746000673A2		19. HIDTA AWARD OND1070DB2021XX OND6113 OND2000000000 OC 410001 JID: 71260	

Initiative Cash by HIDTA

FY 2020

HIDTA	Agency Name	Initiative	Cash	Type	Grant
South Texas HIDTA - Southwest Border	Val Verde County Sheriff's Office	Amistad Intelligence Center (AIC)	124,663.00	Intelligence	G20SS0008A
		Del Rio HIDTA Task Force	71,085.00	Investigation	G20SS0008A
		Eagle Pass HIDTA Task Force	86,105.00	Investigation	G20SS0008A
		Agency Total : Val Verde County Sheriff's Office	281,853.00		
Total			281,853.00		

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Budget Detail

**2020 - South Texas HIDTA - Southwest
Border**

Initiative - Eagle Pass HIDTA Task Force Investigation
Award Recipient - Val Verde County Sheriff's Office (G20SS0008A)
Resource Recipient - Val Verde Sheriff's Office
Indirect Cost: 0.0%

<i>Current Budget (net of reprogrammed funds)</i>		\$15,000.00
Other	Quantity	Amount
Other		\$15,000.00
Total Other		\$15,000.00
Total Budget		\$15,000.00

Reprogramming ID 71260

FY 2020

HIDTA Internal ID

Status

Posted

Create By

gh

Date Modified

Posted By

Inewton

Date Posted

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Justification SS (ONDCP) - Transfer funds to EP HTF as approved by Board on 6/3/20 for proposed plan. Part of total \$509,646

Initiative	Award Recipient	Resource Recipient	Account	Increase	Decrease	Remarks
Eagle Pass HIDTA Task Force (SS.EPTF)	Val Verde County Sheriff's Office (G20SS0008A)	Val Verde Sheriff's Office (RR.VVSO)	Other (Other)	\$15,000.00		VVSO - Increase Other - PEP1 for HIDTA Cases
South Texas HIDTA Support Services Initiative (SS.RTI)	Cameron County Auditor's Office (G20SS0003A)	Cameron County Auditor (RR.CamCty)	Overtime (Overtime)		\$15,000.00	CCAO Decrease as approved by board on 6/3
Total				\$15,000.00	\$15,000.00	

Approvals

HIDTA Financial Manager	gh	8/11/20
HIDTA Director	mdromgoole	8/11/20
ONDCP (Programmatic Review)	jdelano	8/13/20
National Director	skelly	8/13/20
ONDCP (Fiscal Review)	Inewton	8/25/20

Grant Summary

Grant		Increase	Decrease
G20SS0003A	Cameron County Auditor's Office	\$0.00	\$15,000.00
G20SS0008A	Val Verde County Sheriff's Office	\$15,000.00	\$0.00