



COMMISSIONER'S COURT MINUTES
MARCH 16th REGULAR TERM, A.D. 2021

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

BE IT REMEMBERED that on this the 16th day of March A.D. 2021 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Reciting the pledge of allegiance.
4. Approving and/or amending minutes from previous meetings.

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

5. Citizens' Comments.

- _____
- 1) _____ NONE PRESENTED _____
 - 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 COMMISSSTIONERS COURT:

MOTION KEY:

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

QUORUM

☒ COUNTY JUDGE
☐ YR Judge's Staff
☐ TG Judge's Staff
☒ COMM. PRCT# 1
☒ COMM. PRCT# 2
☒ COMM. PRCT# 3
☒ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

☒ COUNTY ATTY
 _____ 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 _____

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6. Approving subdivision plats.

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

7. Approving certificates of compliance.

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

8. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-175	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

9. Approving bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-176	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

Matthew S. Weingardt, County Auditor

10. Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-177	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

11. Discussion and possible action:

A. Del Rio Hispanic Chamber of Commerce-Request for additional Hotel Occupancy Tax Funds

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-178	N	W		MOTION TO APPROVE AS PRESENTED		O,W,V,N,F		
				(REQUESTED AMOUNT \$5,250.00)				

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

B. City of Laredo – Request to pay vehicle citation for Pct. 2.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-179	N	V		MOTION TO TABLE.		O,W,V,N,F		

C. Approving order of disbursement of salaries and related expense.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-180	N	F		MOTION TO APPROVE AS PRESENTED AND		O,W,V,N,F		
				IN ACCORDANCE WITH GOV'T CODE				
				§113.046.				

Aaron D. Rodriguez, County Treasurer**12. Treasurer's Report.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-181	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

Lewis G. Owens Jr., County Judge**13. Discussing matters relating to COVID-19.**

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

14. Discussion on immigrants.

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

15. Approving a resolution for a Regional Mobility Authority.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-182	N	F		MOTION NOT TO APPROVE RESOLUTION.		O,W,V,N,F		

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

16. CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AND AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; AND EFFECTIVE DATE.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-183	N	V		MOTION TO TABLE.		O,W,V,N,F		
21-184	N	W		MOTION TO APPROVE AS PRESENTED		O,W,V,N		
				AND EFFECTIVE MARCH 16, 2021.				

[Clerk's Note: Commissioner Flores was not present during the vote taken on Order #21-184]

17. CONSIDERATION AND APPROVAL OF AN ORDER BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2021"; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; AND OTHER MATTERS INCIDENT AND RELATED THERETO.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-185	F	V		MOTION TO TABLE.		O,W,V,N,F		
21-186	N	V		MOTION TO APPROVE AND SELECT FIRST		O,W,V,N		
				NATIONAL BANK OF TEXAS AT 1.700%				
				INTEREST, NON PALLABLE NOTE				

[Clerk's Note: Commissioner Flores was not present during the vote taken on Order #21-186.]

18. Approving a resolution for Sul Ross going under the A&M System.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-187	N	W		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

19. Requesting approval for support of a proclamation commemorating American Red Cross Month for March 2021.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-188	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

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

20. Applying for grant funds from the Texas Indigent Defense Commission.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-189	N	V		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

Robert "Beau" Nettleton, County Commissioner Pct. 3

21. Approving a resolution in support of HB 623 and SB 595 a bill granting Val Verde County the authority to designate the location of wind-powered energy devices.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-190	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

Suzanne West, District Attorney

22. Adopting a resolution to apply/renew the Border Prosecution Unit Grant for the period of 9/1/2021 – 8/31/2023.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-191	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

Carlos Velarde, County Engineer

23. Discussion and possible action on Precinct #1 paving Las Palmas Drive with material supplied by the original developer.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-192	F	V		MOTION TO TABLE		O,W,V,N,F		
21-193	O	N		MOTION NOT TO USE COUNTY MONEY, OR COUNTY EQUIPMENT TO PAVE LAS PALMAS DRIVE.		O,W,V,N,F		

24. Update on Frontera Road Construction.

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

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

25. Approving an agreement for the Defense Economic Adjustment Assistance Grant (DEAAG) between the Office of the Governor, Texas Military Preparedness Commission and Val Verde County for a total amount of \$1,576,433.16 to build additional aircraft sunshades at Laughlin Air Force Base and granting authority for County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-194	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

26. Approving an agreement for the Defense Economic Adjustment Assistance Grant (DEAAG) between the Office of the Governor, Texas Military Preparedness Commission and Val Verde County for a total amount of \$2,465,447.93 to update airfield lighting at Laughlin Air Force Base and granting authority for County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-195	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

27. Authorizing County Judge to sign Property Renewal Questionnaire.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-196	N	V		MOTION TO APPROVE AS PRESENTED AND		O,W,V,N,F		
				AUTHORIZE JUDGE TO SIGN.				

Guillermo Sanchez, County Purchasing Agent

28. Authorization for Val Verde County to enter in an Interlocal Purchasing Agreement with Purchasing Solutions Alliance, a purchasing cooperative for public agencies. Authorize County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-197	N	V		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

29. Approval to purchase a Lexmark Printer for a total of \$712.49 for County Attorney Office. To be paid out of County Attorney Office Supplies budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-198	F	N		MOTION TO APPROVE THE PURCHASE OF 2		O,W,V,N,F		
				PRINTERS FOR A TOTAL OF \$1,484.98 PAYABLE				
				FROM COUNTY ATTORNEY'S PRE-TRIAL ACCT.				

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

30. Approval to purchase 5 generators and turnkey operation with Waukesha Pearce Industries for a total of \$62,285.00 for the Sheriff's Radio Towers. To be paid out of General Capital Outlay budget line item (\$42,500) and the remainder to be covered by court's decision.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-199	N	F		MOTION TO APPROVE AS PRESENTED AND		O,W,V,N,F		
				PAY REMAINING BALANCE FROM				
				CONTINGENCY.				

31. Approval to purchase furniture for District Attorney's Office at a price not to exceed \$600.00 to be paid out of District Attorney's office supplies budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-200	F	V		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

David Bond, Librarian

32. Requesting authorization to accept a check from the Friends of the Val Verde County Library in the amount of \$4,189.08.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-201	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

Edgar Perez, County Fairgrounds Manager

33. Approving a lease agreement & discussing of a location to host Carden International Circus.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-202	N	F		MOTION TO APPROVE FOR 4/27/21 IN THE		O,W,V,N,F		
				MAIN ARENA.				

34. Approving a lease agreement between Val Verde County & Hector Urteaga for Border Youth Soccer League.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-203	N	F		MOTION TO TABLE AND FIND ALTERNATE		O,W,V,N,F		
				LOCATION.				

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

Emily Grant, County Extension Agent

35. Request for \$5,000.00 Hotel Tax Grant for Birding the Border 2021 (April 29 – May 2, 2021) her in Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-204	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

Joe Frank Martinez, County Sheriff

36. Authorizing Sheriff Joe Frank Martinez to sign Interlocal Agreement between Val Verde County, Texas and Real County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-205	N	V		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

37. Authorizing Val Verde County to pay FICA & Workers Comp for Augmentees in the Stonegarden Grants.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-206	F	N		MOTION TO APPROVE AS PRESENTED AND		O,W,V,N,F		
				PAY FROM UNEXPENDED SALARIES				

Juanita Barrera, Human Resources

38. Reward of Health County check to Val Verde County Wellness Program in the amount of \$4,140.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-207	N	F		MOTION TO APPROVE AS PRESENTED.		O,W,V,N,F		

39. Hiring a full-time clerk for the Fire Department or paying Pat Rust for calls.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-208	W	F		MOTION TO PAY PAT RUST FOR ON AN		O,W,V,N,F		
				ON CALL BASIS ONLY.				

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

David E. Martinez, County Attorney

40. Closed session consultation pursuant to Texas Government Code:

- A. §551.071(2), attorney/client privilege.
- B. §551.071(1)(A), contemplated litigation.

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____	
§551.071(1) (B) _____ 551.072 _____	
OTHER _____ BEGAN @ <u>9:55 AM</u> ENDED @ <u>10:27 A.M.</u> BREAK @ <u>10:30 AM</u>	
RESUMED @ <u>11:47 AM</u> ACTION AFTER EX: _____	

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-209	N	V		MOTION TO RECESS UNTIL		O,W,V,N,F		
				11:45 A.M.				

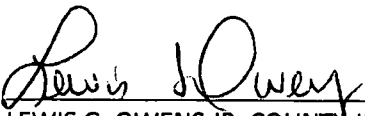
[Clerk's Note: The Commissioner's Court reconvened at 11:47 to address Agenda Item #16 and Agenda Item #17 with Judge Owens, Presiding, Martin Wardlaw, Commissioner Prct 1; Juan Carlos Vasquez, Commissioner Prct 2; Robert Beau Nettleton, Commissioner Prct 3. Gustavo Flores, Commissioner Prct 4, did not return to the meeting until 11:58 a.m.]

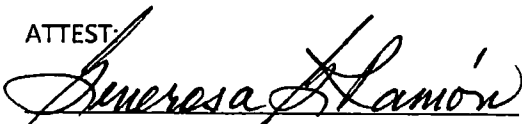
Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in a closed session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

- 41. Commissioners' comments. NONE
- 42. County Judge's comments. NONE
- 43. Adjourn. 12 NOON

The foregoing, recorded in Volume 59, pages 97-268, inclusive, was on this the 30TH day of MARCH A.D. 2021, read and is hereby **APPROVED**.

Respectfully submitted,


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

ATTEST:

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

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

County of Val Verde



Lewis G. Owens Jr.
County Judge

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

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

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

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

Social distancing and face masks required

March 16, 2021 at 9:00 a.m.

1. Call to order.
2. Determining that a quorum is present.
3. Reciting the pledge of allegiance.
4. Approving and/or amending minutes from previous meetings.
5. Citizens' Comments.

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

6. Approving subdivision plats.
7. Approving certificates of compliance.
8. Approving monthly reports from elected officials.
9. Approving bills for payment.

Matthew S. Weingardt, County Auditor

10. Auditor's Report.
11. Discussion and possible action:
 - A. Del Rio Hispanic Chamber of Commerce – Request for additional Hotel Occupancy Tax Funds.
 - B. City of Laredo – Request to pay vehicle citation for Pct. 2.
 - C. Approving order of disbursement of salaries and related expense.

Aaron D. Rodriguez, County Treasurer

12. Treasurer's Report.

Lewis G. Owens Jr., County Judge

13. Discussing matters relating to COVID-19.
14. Discussion on immigrants.

400 Pecan Street • Del Rio, TX 78840

15. Approving a resolution for a Regional Mobility Authority.

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Juanita Barrera, Human Resources

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

41. Commissioners' comments.

42. County Judge's comments.

43. 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.

400 Pecan Street • Del Rio, TX 78840

The next Regular Commissioners Court Meeting will be March 30, 2021 @ 9:00 a.m.
Agenda Items are due Thursday, March 25, 2021 @ 12:00 noon.


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

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN
BOARD ON MARCH 12, 2021: AT 4:16 AM/PM.**

FILED

2021 MAR 12 P 4:16
CLERK
SECURITY

400 Pecan Street • Del Rio, TX 78840



Expense Approval Report
By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 0002 - Hail Damage Vehicles					
PDR Pros	2330	02/24/2021	EM - Jeep Repairs	1812-0002-30-18001	45.00
PDR Pros	2330	02/24/2021	EM - Jeep Repairs	1812-0002-30-18001	452.00
PDR Pros	2330	02/24/2021	EM - Jeep Repairs	1812-0002-30-18001	3,001.25
Department 0002 - Hail Damage Vehicles Total:					3,498.25
Department: 1075 - .					
Quill Corporation	14479535	02/09/2021	DA - BPU - Office	2666-1075-31-26360	72.89
Quill Corporation	14503414	02/09/2021	DA - BPU - Office	2666-1075-31-26360	35.68
Quill Corporation	14553323	02/11/2021	DA - BPU - Office	2666-1075-31-26360	29.99
International Outlaw Motorcycl...	2021-020	03/04/2021	DA - BPU - Reg Fee	2666-1075-31-26100	325.00
Emma Arnesen	03/28/2021	03/28/2021	DA - BPU - Meals	2666-1075-31-26100	184.00
Department 1075 - . Total:					647.56
Department: 1076 - .					
Time Warner Cable	0067836021821	02/18/2021	Sheriff - HIDTA - Internet	2666-1076-33-26220	144.99
Department 1076 - . Total:					144.99
Department: 1079 - .					
Caldwell Country Chevrolet	MG172772	02/26/2021	Sherrif - Stonegarden - Silverado	2666-1079-33-26170	68,012.77
Caldwell Country Chevrolet	MG172890	02/26/2021	Sherrif - Stonegarden - Silverado	2666-1079-33-26170	68,012.77
Department 1079 - . Total:					136,025.54
Department: 1081 - .					
Fleetcor Technologies	NP59715038-2	03/01/2021	Vet - VAG - Fuel	2666-1081-35-26280	450.91
Alfredo Bustamante	03/10/2021	03/10/2021	Vet - VAG - Rent	2666-1081-35-26279	550.00
Department 1081 - . Total:					1,000.91
Department: 1083 - .					
AT&T Mobility	287294892869X02272021-1	02/19/2021	DWI - Cell Service	2666-1083-31-26360	43.07
AT&T Mobility	287294892869X02272021-2	02/19/2021	DWI - Cell Service	2666-1083-31-26360	43.07
Quad Counties Council On Alco...	10-39	02/28/2021	DWI - Counseling	2666-1083-31-26170	4,847.50
Recovery Healthcare Corporati...	9494766	02/28/2021	DWI - Monitoring Services	2666-1083-31-26170	369.00
Luis F Arroyo	10-2020	03/02/2021	DWI - Compliance Officer	2666-1083-31-26170	851.00
#1 A Lifesafar of Texas Interlock ..	0006	03/03/2021	DWI - Monitoring Services	2666-1083-31-26170	1,280.00
Luis F Arroyo	11-2020	03/08/2021	DWI - Compliance Officer	2666-1083-31-26170	575.00
Mayra C. Quicksall	11-2020	03/09/2021	DWI - Compliance Officer	2666-1083-31-26170	1,012.00
Estela Ramirez	2020-11	03/09/2021	DWI - Compliance Officer	2666-1083-31-26170	529.00
Department 1083 - . Total:					9,549.64
Department: 1111 - General Fund					
Blickerstaff Heath	113099	10/01/2020	Co Atty - Earle Tract Legal Fees	1736-1111-30-17130	840.00
LexisNexis	3093110586	02/28/2021	Co Atty - Law Lib	1727-1111-31-16000	164.00
Coastline Rail Engineering, LLC	010	03/05/2021	Frontera Rd - Project Mgt Srv	1178-1111-34-16006	22,920.50
Department 1111 - General Fund Total:					23,924.50
Department: 1200 - County Judge					
Card Service Center	1/28/2021	01/28/2021	EM - Interest	1111-1200-30-16420	95.48
Pitney Bowes Inc.	1017443192	02/09/2021	Co Judge - Postage Meter	1111-1200-30-16000	77.25
Card Service Center	02/25/2021	02/25/2021	EM - Interest	1111-1200-30-16420	88.34
Fleetcor Technologies	NP59715038	03/01/2021	Co Judge - Fuel	1111-1200-30-16200	36.43
Brown Automotive Center	327332	03/02/2021	Co Judge - Oil Change	1111-1200-30-16420	114.00
Texas College of Probate Judges	03/04/2021	03/04/2021	Co Judge - Reg Fee	1111-1200-30-16200	295.00
Department 1200 - County Judge Total:					706.50
Department: 1201 - County Clerk					
Fedex	7-274-24233	02/11/2021	Co Clerk - Shipping Charges	1111-1201-30-16000	6.52
Pitney Bowes Inc.	3313028994	02/23/2021	Co Clerk - Postage Meter	1111-1201-30-16000	248.52
Xerox	012771705	03/01/2021	Co Clerk - Prints	1111-1201-30-16000	0.18
Xerox	012771705	03/01/2021	Co Clerk - Copier	1111-1201-30-16305	284.57

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Texas College of Probate Judges	03/08/2021	03/08/2021	Co Clerk - Reg Fee	1111-1201-30-16200	295.00
Department 1201 - County Clerk Total:					834.79
Department: 1203 - Veteran's Office					
Adrian Bitela	01/29/2021	01/29/2021	Vet - Mileage	1111-1203-30-16200	78.85
Adrian Bitela	01/29/2021	01/29/2021	Vet - Meals	1111-1203-30-16200	28.00
Efrain V Cervantes	180-1291397	02/24/2021	Vet - Chip Repairs	1111-1203-30-16000	45.00
Bowlin's Ten Minute	5365	02/24/2021	Vet - Inspection	1111-1203-30-76370	7.00
Val Verde County Tax A/C- Auto	7LNDR83X29A0A	02/24/2021	Vet - Inspection	1111-1203-30-16000	7.50
Amistad Bank	000049	03/01/2021	Vet - March Rent	1111-1203-30-16500	900.00
Xerox	012771709	03/01/2021	Vet - Copier	1111-1203-30-16415	254.50
Department 1203 - Veteran's Office Total:					1,320.90
Department: 1204 - 63rd District Court					
Quill Corporation	1100720	10/01/2020	63rd - Credit Memo	1111-1204-31-16000	-41.31
Card Service Center	0302-25.92	02/11/2021	63rd - Juror Meals	1111-1204-31-16460	25.92
Quill Corporation	14615132	02/15/2021	63rd - Office	1111-1204-31-16000	445.00
CDW Government Inc.	8051035	02/15/2021	63rd - AC Adapter	1111-1204-31-16000	55.90
Pitney Bowes Inc.	3313036878	02/23/2021	63rd - Postage Meter	1111-1204-31-16000	218.91
Xerox	012771710	03/01/2021	63rd - Prints	1111-1204-31-16000	52.07
Xerox	012771710	03/01/2021	63rd - Copier	1111-1204-31-16475	181.55
US Postmaster Acct# 49483241	03/03/2021	03/03/2021	63rd - Postage	1111-1204-31-16000	800.00
Department 1204 - 63rd District Court Total:					1,738.04
Department: 1205 - District Clerk					
Quill Corporation	14172975	01/27/2021	Dist Clerk - Office	1111-1205-31-16000	15.99
Quill Corporation	14172975	01/27/2021	Dist Clerk - Office	1111-1205-31-16000	20.82
Quill Corporation	14172975	01/27/2021	Dist Clerk - Office	1111-1205-31-16000	31.44
Quill Corporation	14172975	01/27/2021	Dist Clerk - Office	1111-1205-31-16000	49.28
Pitney Bowes Inc.	3313028549	02/23/2021	Dist Clerk - Postage Meter	1111-1205-31-16000	278.43
Iron Mountain	DKRR057	02/28/2021	Dist Clerk - Storage	1111-1205-31-16210	75.00
Department 1205 - District Clerk Total:					470.96
Department: 1206 - JP#1					
Jesse Trevino	02/28/2021	03/04/2021	JP 1 - Mileage	1111-1206-31-16200	27.22
Department 1206 - JP#1 Total:					27.22
Department: 1207 - JP#2					
Quill Corporation	14530929	02/10/2021	JP 2 - Office	1111-1207-31-16000	46.70
Quill Corporation	14530929	02/10/2021	JP 2 - Office	1111-1207-31-16000	43.19
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	52.68
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	19.90
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	26.50
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	156.18
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	85.96
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	78.74
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	62.00
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	50.39
Quill Corporation	14542357	02/10/2021	JP 2 - Office	1111-1207-31-16000	172.19
Quill Corporation	14586939	02/12/2021	JP 2 - Office	1111-1207-31-16000	190.32
Texas Justice Court Training Cen..	54105	03/01/2021	JP 2 - Reg Fee	1111-1207-31-16200	50.00
Texas Justice Court Training Cen..	54111	03/01/2021	JP 2 - Reg Fee	1111-1207-31-16200	50.00
Texas Justice Court Training Cen..	54526	03/05/2021	JP 2 - Reg Fee	1111-1207-31-16200	50.00
Department 1207 - JP#2 Total:					1,134.75
Department: 1208 - JP#3					
Pitney Bowes Inc.	3313035806	02/23/2021	JP 3 - Postage Meter	1111-1208-31-16000	218.91
American Association of Notari...	96.90-1	02/25/2021	JP 3 - Notary	1111-1208-31-16000	96.90
American Association of Notari...	96.90-2	02/25/2021	JP 3 - Notary	1111-1208-31-16000	96.90
Walmart	02730	03/05/2021	JP 3 - Supplies	1111-1208-31-16000	19.84
Walmart	02730	03/05/2021	JP 3 - Supplies	1111-1208-31-16000	11.44
Walmart	02730	03/05/2021	JP 3 - Supplies	1111-1208-31-16000	11.94
Department 1208 - JP#3 Total:					455.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 1210 - County Court at Law					
Business Information Systems I...	82293	03/09/2021	CCL - DCR Software	1732-1210-31-16000	1,404.85
Department 1210 - County Court at Law Total:					1,404.85
Department: 1211 - County Attorney					
Pitney Bowes Inc.	3313034511	02/23/2021	Co Atty - Postage Meter	1111-1211-31-16000	200.82
Thomson Reuter - West	844015337	03/04/2021	Co Atty - Subscription	1111-1211-31-16000	1,388.50
Department 1211 - County Attorney Total:					1,589.32
Department: 1212 - County Auditor					
Xerox	012629714	02/04/2021	Auditor - Prints	1111-1212-30-16000	8.21
Xerox	012629714	02/04/2021	Auditor - Copier	1111-1212-30-16415	191.78
Quill Corporation	14505078	02/09/2021	Auditor - Office	1111-1212-30-16000	5.93
Index	7-281-58558	02/18/2021	Auditor - Transport Charges	1111-1212-30-16000	176.50
Pitney Bowes Inc.	331303756	02/23/2021	Auditor - Postage Meter	1111-1212-30-16000	261.90
Card Service Center	02/25/2021	02/25/2021	Auditor - Fees	1111-1212-30-16000	25.00
Card Service Center	02/25/2021	02/25/2021	Auditor - Interest	1111-1212-30-16000	11.24
Amistad Heating & Air Cond.	8765	02/26/2021	Auditor - March Rent	1111-1212-30-16000	80.00
Department 1212 - County Auditor Total:					760.56
Department: 1213 - County Treasurer					
Texas Association Of Counties	311200	03/05/2021	Treas - Reg Fee	1111-1213-30-16200	180.00
Department 1213 - County Treasurer Total:					180.00
Department: 1214 - County Tax Collector					
Quill Corporation	14288792	02/02/2021	Tax - Office	1111-1214-30-16000	152.88
Quill Corporation	14288792	02/02/2021	Tax - Office	1111-1214-30-16000	142.68
Pitney Bowes Inc.	1017375806	02/03/2021	Tax - Supplies	1111-1214-30-16000	16.09
Quill Corporation	14431706	02/05/2021	Tax - Office	1111-1214-30-16000	25.62
Quill Corporation	14507256	02/09/2021	Tax - Office	1111-1214-30-16000	40.76
Quill Corporation	14578434	02/11/2021	Tax - Office	1111-1214-30-16000	5.09
Quill Corporation	14578434	02/11/2021	Tax - Office	1111-1214-30-16000	15.66
Quill Corporation	14578434	02/11/2021	Tax - Office	1111-1214-30-16000	50.99
Harris Local Government Soluti...	TAMN00000220	02/17/2021	Tax - Maint/Support	1111-1214-30-16414	10,061.14
Elodia Garcia	02/23/2021	02/23/2021	Tax - Checks	1111-1214-30-16000	580.22
Pitney Bowes Inc.	3313034492	02/23/2021	Tax - Postage Meter	1111-1214-30-16000	913.26
Pitney Bowes Inc.	1017562692	02/24/2021	Tax - Ink	1111-1214-30-16020	101.74
Department 1214 - County Tax Collector Total:					12,106.13
Department: 1215 - IT Department					
Fleetcor Technologies	NP59715038	03/01/2021	IT - Fuel	1111-1215-30-17061	58.53
Department 1215 - IT Department Total:					58.53
Department: 1216 - Purchasing Department					
compliancesigns, Inc.	1294056	01/18/2021	Purch - CAB Signs	1111-1216-30-16000	20.00
compliancesigns, Inc.	1294056	01/18/2021	Purch - CAB Signs	1111-1216-30-16000	37.50
Department 1216 - Purchasing Department Total:					57.50
Department: 1217 - County Agent					
Card Service Center	2019-71.38	02/04/2021	Co Agent - Hotel	1111-1217-30-16202	71.38
Card Service Center	2019-275.34	02/07/2021	Co Agent - Hotel	1111-1217-30-16202	275.34
Quill Corporation	14503419	02/09/2021	Co Agent - Office	1111-1217-30-16000	47.16
Quill Corporation	14503419	02/09/2021	Co Agent - Office	1111-1217-30-16000	47.16
Quill Corporation	14503419	02/09/2021	Co Agent - Office	1111-1217-30-16000	46.47
Emily Grant	02/13/2021	02/13/2021	Co Agent - Meals	1111-1217-30-16202	276.00
Card Service Center	2019-164.88	02/13/2021	Co Agent - Hotel	1111-1217-30-16202	164.88
Card Service Center	2019-33.85	02/14/2021	Co Agent - Fuel	1111-1217-30-16202	33.85
Card Service Center	2019-473.29	02/18/2021	Co Agent - Hotel	1111-1217-30-16202	473.29
Texas A&M Agrilife Extension S...	E105760	02/24/2021	Co Agent - Internet	1111-1217-30-16000	39.58
Texas A&M Agrilife Extension S...	E105760	02/24/2021	Co Agent - Internet	1111-1217-30-16411	725.00
Xerox	012771702	03/01/2021	Co Agent - Prints	1111-1217-30-16000	15.48
Xerox	012771702	03/01/2021	Co Agent - Copier	1111-1217-30-16415	186.53
Fleetcor Technologies	NP59715038	03/01/2021	Co Agent - Fuel	1111-1217-30-16201	47.40
Fleetcor Technologies	NP59715038	03/01/2021	Co Agent - Fuel	1111-1217-30-16201	185.38

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
District 6 TEAFCS	03/04/2021	03/04/2021	Co Agent - Dues	1111-1217-30-16203	170.00
Department 1217 - County Agent Total:					2,804.90
Department: 1218 - Library					
Ingram Library Services	51225163	02/09/2021	Lib - Books	1111-1218-36-16680	762.68
Ingram Library Services	51270567	02/10/2021	Lib - Books	1111-1218-36-16680	98.52
Ingram Library Services	51270568	02/10/2021	Lib - Books	1111-1218-36-16680	12.87
Ingram Library Services	51305752	02/12/2021	Lib - Books	1111-1218-36-16680	10.04
The Penworthy Company	0569583-IN	02/18/2021	Lib - Books	1111-1218-36-16680	781.60
Amazon.com LLC	1WJ3-CRLJ-3NT1	02/18/2021	Lib - Books	1111-1218-36-16680	9.99
Amazon.com LLC	1WJ3-CRLJ-3NT1	02/18/2021	Lib - Books	1111-1218-36-16680	9.99
Amazon.com LLC	1WJ3-CRLJ-3NT1	02/18/2021	Lib - Books	1111-1218-36-16680	9.99
Baker & Taylor Books	5016733487	02/19/2021	Lib - Books	1111-1218-36-16680	530.10
Amazon.com LLC	1RPH-31HP-QF6V	02/20/2021	Lib - Books	1111-1218-36-16680	9.99
Amazon.com LLC	1RPH-31HP-QF6V	02/20/2021	Lib - Books	1111-1218-36-16680	8.34
Amazon.com LLC	1RPH-31HP-QF6V	02/20/2021	Lib - Books	1111-1218-36-16680	9.99
Amazon.com LLC	1RPH-31HP-QF6V	02/20/2021	Lib - Books	1111-1218-36-16680	9.99
Amazon.com LLC	1RPH-31HP-QF6V	02/20/2021	Lib - Books	1111-1218-36-16680	18.95
Ingram Library Services	51533864	02/23/2021	Lib - Books	1111-1218-36-16680	26.99
Ingram Library Services	51553299	02/24/2021	Lib - Books	1111-1218-36-16680	6.83
Lookout Books	ARU0316682	02/26/2021	Lib - Books	1111-1218-36-16680	314.64
Home Depot Dept 32-2540929...	2121520	03/01/2021	Lib - Supplies	1111-1218-36-16000	29.86
Russell True Value	471564	03/03/2021	Lib - Supplies	1111-1218-36-16000	23.96
Amistad Snack & Coffee Service	6627	03/03/2021	Lib - Coffee	1111-1218-36-16000	56.00
Walmart	05211	03/05/2021	Lib - Office	1111-1218-36-16000	44.58
Midamerica Books	526790	03/16/2021	Lib - Books	1111-1218-36-16680	776.10
Department 1218 - Library Total:					3,562.05
Department: 1219 - Rural Fire & EMS					
Galls	017631288	02/10/2021	Fire - Uniforms	1111-1219-33-16200	18.00
Galls	017731997	02/24/2021	Fire - Uniforms	1111-1219-33-16560	59.98
Memphis Equipment	0181902-IN	02/24/2021	Fire - Switch	1111-1219-33-16000	61.10
Memphis Equipment	0181902-IN	02/24/2021	Fire - Switch	1111-1219-33-16000	10.00
Russell True Value	471426	02/27/2021	Fire - Supplies	1111-1219-33-16000	17.98
Penguin Management Inc.	64227	03/01/2021	Fire - Annual Fee	1111-1219-33-16000	948.00
Russell True Value	471711	03/08/2021	Fire - Supplies	1111-1219-33-16000	40.97
Villarreal Express Lube	06376	03/09/2021	Fire - Oil Change	1111-1219-33-16000	359.95
Mario D Gonzalez	4	03/09/2021	Fire - Volunteer Pay	1111-1219-33-16480	75.00
Richard E. D'avy	5-1	03/09/2021	Fire - Volunteer Pay	1111-1219-33-16480	150.00
Joseph T Wertz	6	03/09/2021	Fire - Volunteer Pay	1111-1219-33-16480	150.00
Department 1219 - Rural Fire & EMS Total:					1,890.98
Department: 1220 - Parks & Building Maintenance					
Terex USA LLC	7079294	12/03/2020	BM - Inspection	1111-1220-37-16520	425.00
Terex USA LLC	7079294	12/03/2020	BM - Inspection	1111-1220-37-16520	200.00
Terex USA LLC	7079294	12/03/2020	BM - Inspection	1111-1220-37-16520	875.00
Terex USA LLC	7079294	12/03/2020	BM - Inspection	1111-1220-37-16520	125.00
Arc-Rite Welding	98022	12/31/2020	BM - Parts	1111-1220-37-16520	17.42
Arc-Rite Welding	98022	12/31/2020	BM - Parts	1111-1220-37-16520	164.12
Arc-Rite Welding	98022	12/31/2020	BM - Parts	1111-1220-37-16520	272.94
Arc-Rite Welding	98022	12/31/2020	BM - Parts	1111-1220-37-16520	371.76
Arc-Rite Welding	98022	12/31/2020	BM - Parts	1111-1220-37-16520	428.24
Card Service Center	2530-76.15	01/14/2021	BM - Flush Blushing	1111-1220-37-16311	76.15
Jorge Estrada	1/15/2021	01/15/2021	BM - Meals	1111-1220-37-16311	28.00
Compliancesigns, Inc.	1294056	01/18/2021	BM - CAB Signs	1111-1220-37-16330	99.00
City of Del Rio	23-014150-00-2/04/2021	02/04/2021	BM - Utilities	1111-1220-37-16503	167.53
Ricky Fryer	3765	02/10/2021	BM - Boiler	1111-1220-37-16330	30,500.00
Cavallo Energy Texas LLC	210420003717777	02/11/2021	BM - Utilities	1111-1220-37-16503	18,716.90
Unifirst Corporation	8232795290	02/11/2021	BM - Uniforms/Supplies	1111-1220-37-16330	34.80
T.J. Moore Lumber	501216	02/12/2021	BM - Material	1111-1220-37-16330	8.77
Time Warner Cable	0024975021621	02/16/2021	Pct 2 - Internet	1111-1220-37-16503	115.58
Frontier Southwest Incorporated	010500-5-1359-2/19/21	02/19/2021	BM - Utilities	1111-1220-37-16503	67.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Frontier Southwest Incorporated	010500-5-2/19/21	02/19/2021	BM - Utilities	1111-1220-37-16503	66.27
Time Warner Cable	0155365021921	02/19/2021	Comm Cntr - Internet	1111-1220-37-16503	155.05
Frontier Southwest Incorporated	062189-5-2/19/21	02/19/2021	BM - Utilities	1111-1220-37-16503	3,184.17
Frontier Southwest Incorporated	120215-5-2/19/21	02/19/2021	BM - Utilities	1111-1220-37-16503	63.40
AT&T Mobility	287294892869X02272021	02/19/2021	BM - Utilities	1111-1220-37-16503	4,024.11
Time Warner Cable	0076514022221	02/22/2021	Crthse - Internet	1111-1220-37-16503	160.82
Frontier Southwest Incorporated	020315-5-2/22/21	02/22/2021	BM - Utilities	1111-1220-37-16503	63.58
Val Verde W.C.I.D.	02/23/21-53	02/23/2021	BM - Utilities	1111-1220-37-16503	33.46
Val Verde W.C.I.D.	02/23/21-54	02/23/2021	BM - Utilities	1111-1220-37-16503	30.14
Val Verde W.C.I.D.	02/23/21-58	02/23/2021	BM - Utilities	1111-1220-37-16503	30.00
isco Distributing Inc.	1000735371	02/23/2021	BM - Supplies	1111-1220-37-16330	107.63
isco Distributing Inc.	1000735960	02/23/2021	BM - Supplies	1111-1220-37-16330	45.07
Russell True Value	471232	02/23/2021	BM - Supplies	1111-1220-37-16330	35.43
Russell True Value	471250	02/23/2021	BM - Supplies	1111-1220-37-16330	23.98
Russell True Value	471252	02/23/2021	BM - Credit Memo	1111-1220-37-16330	-11.99
Unifirst Corporation	8232796787	02/23/2021	BM - Uniforms/Supplies	1111-1220-37-16330	78.73
McCoy's	8861201	02/23/2021	BM - Material	1111-1220-37-16330	37.98
City of Del Rio	329760	02/24/2021	BM - Landfill	1111-1220-37-16330	21.15
T.J. Moore Lumber	501809	02/24/2021	BM - Materials	1111-1220-37-16330	4.30
T.J. Moore Lumber	501816	02/24/2021	BM - Materials	1111-1220-37-16330	2.41
City of Del Rio	51-000348-00-02/24/2021	02/24/2021	BM - Utilities	1111-1220-37-16503	322.16
City of Del Rio	51-004810-00-02/24/2021	02/24/2021	BM - Utilities	1111-1220-37-16503	113.68
City of Del Rio	51-033300-01-02/24/2021	02/24/2021	BM - Utilities	1111-1220-37-16503	214.47
Card Service Center	02/25/2021	02/25/2021	BM - Interest	1111-1220-37-16000	9.64
Walmart	03583	02/25/2021	BM - Supplies	1111-1220-37-16330	18.63
AT&T Corp	1625-2/25/21	02/25/2021	BM - Utilities	1111-1220-37-16503	55.25
City of Del Rio	40-004700-00-02/25/2021	02/25/2021	BM - Utilities	1111-1220-37-16503	277.09
Unifirst Corporation	8232797142	02/25/2021	Lib - Uniforms/Supplies	1111-1220-37-16330	45.17
Unifirst Corporation	8232797144	02/25/2021	BM - Uniforms/Supplies	1111-1220-37-16330	34.80
McCoy's	8861431	02/25/2021	BM - Material	1111-1220-37-16330	5.21
Florentino Almeda	3647	02/26/2021	BM - Material	1111-1220-37-16330	10.48
Emilio Ruiz	425010	02/26/2021	BM - Tire Repair	1111-1220-37-16520	10.00
Russell True Value	471399	02/26/2021	BM - Supplies	1111-1220-37-16330	7.99
T.J. Moore Lumber	502134	02/26/2021	BM - Material	1111-1220-37-16330	6.99
Unifirst Corporation	8232797370	02/26/2021	CAB - Supplies	1111-1220-37-16330	13.76
City of Del Rio	04-023000-01-02/27/2021	02/27/2021	BM - Utilities	1111-1220-37-16503	696.86
City of Del Rio	05-007500-00-02/27/2021	02/27/2021	BM - Utilities	1111-1220-37-16503	133.69
City of Del Rio	05-007550-00-02/27/2021	02/27/2021	BM - Utilities	1111-1220-37-16503	997.58
City of Del Rio	05-007600-00-02/27/2021	02/27/2021	BM - Utilities	1111-1220-37-16503	740.77
City of Del Rio	55-000043-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-118000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-590000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-618000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-754000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	163.17
City of Del Rio	55-813000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-814000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	226.62
City of Del Rio	55-815000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	226.62
City of Del Rio	55-817000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-825000-00-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	163.17
City of Del Rio	55-880000-01-02/28/2021	02/28/2021	BM - Dumpsters	1111-1220-37-16503	102.99
AT&T Corp	8811-3/28/2021	02/28/2021	BM - Utilities	1111-1220-37-16503	49.48
Time Warner Cable	0076316030121	03/01/2021	Dist Clerk - Internet	1111-1220-37-16503	125.64
Big Bend Telephone Co.	10394376	03/01/2021	BM - Utilities	1111-1220-37-16503	501.40
Florentino Almeda	3648	03/01/2021	BM - Material	1111-1220-37-16330	11.96
T.J. Moore Lumber	502255	03/01/2021	BM - Material	1111-1220-37-16330	3.63
T.J. Moore Lumber	502315	03/01/2021	BM - Material	1111-1220-37-16330	2.07
De La Paz Cleaning and Rental S...	INV-2014	03/01/2021	BM - Janitorial Services	1111-1220-37-16480	4,600.00
City of Del Rio	46-001690-00-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	35.94
City of Del Rio	46-001691-00-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	2,250.45
City of Del Rio	46-007770-00-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	58.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
City of Del Rio	46-012840-01-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	192.42
City of Del Rio	46-012950-00-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	225.28
City of Del Rio	46-013205-00-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	56.80
City of Del Rio	46-013810-01-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	1,108.14
City of Del Rio	46-013820-00-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	65.36
City of Del Rio	46-013850-00-03/02/2021	03/02/2021	BM - Utilities	1111-1220-37-16503	16.40
Unifirst Corporation	8232797746	03/02/2021	BM - Uniforms/Supplies	1111-1220-37-16330	78.73
Unifirst Corporation	8232797747	03/02/2021	Co Agent - Uniforms/Supplies	1111-1220-37-16330	21.95
Home Depot Dept 32-2540929...	0514564	03/03/2021	BM - Material	1111-1220-37-16330	101.94
Insco Distributing Inc.	1000743944	03/03/2021	BM - Refrigeration Tube	1111-1220-37-16330	12.73
Insco Distributing Inc.	1000743944	03/03/2021	BM - Refrigeration Tube	1111-1220-37-16330	41.83
Insco Distributing Inc.	1000743944	03/03/2021	BM - Refrigeration Tube	1111-1220-37-16330	142.07
Unifirst Corporation	8232798088	03/04/2021	Lib - Uniforms/Supplies	1111-1220-37-16330	45.17
Rio Grande Electric Inc.	03/05/2021	03/05/2021	BM - Utilities	1111-1220-37-16503	451.38
Villarreals Express Lube	06371	03/05/2021	BM - Inspection	1111-1220-37-16520	7.00
Insco Distributing Inc.	1000746265	03/05/2021	BM - Nitrogen Contents	1111-1220-37-16330	6.19
Insco Distributing Inc.	1000746265	03/05/2021	BM - Nitrogen Contents	1111-1220-37-16330	12.38
Insco Distributing Inc.	1000746265	03/05/2021	BM - Nitrogen Contents	1111-1220-37-16330	13.10
Insco Distributing Inc.	1000746265	03/05/2021	BM - Nitrogen Contents	1111-1220-37-16330	19.54
Insco Distributing Inc.	1000746265	03/05/2021	BM - Nitrogen Contents	1111-1220-37-16330	25.28
Insco Distributing Inc.	1000746265	03/05/2021	BM - Nitrogen Contents	1111-1220-37-16330	2.97
Insco Distributing Inc.	1000746265	03/05/2021	BM - Nitrogen Contents	1111-1220-37-16330	10.40
Insco Distributing Inc.	1000746265	03/05/2021	BM - Nitrogen Contents	1111-1220-37-16330	15.09
City of Del Rio	330714	03/05/2021	BM - Landfill	1111-1220-37-16330	21.60
City of Del Rio	330778	03/05/2021	BM - Landfill	1111-1220-37-16330	61.20
Pro Auto Supply	501157	03/05/2021	BM - Battery	1111-1220-37-16520	6.00
Pro Auto Supply	501157	03/05/2021	BM - Battery	1111-1220-37-16520	245.32
Pro Auto Supply	501157	03/05/2021	BM - Battery	1111-1220-37-16520	36.00
Unifirst Corporation	8232798320	03/05/2021	CAB - Supplies	1111-1220-37-16330	11.94
Russell True Value	471714	03/08/2021	BM - Supplies	1111-1220-37-16330	6.87
T.J. Moore Lumber	502943	03/08/2021	BM - Material	1111-1220-37-16330	42.36
Unifirst Corporation	8232798687	03/09/2021	Co Agent - Uniforms/Supplies	1111-1220-37-16330	21.95
Department 1220 - Parks & Building Maintenance Total:					76,914.44

Department: 1221 - Sheriff

Xerox	011517285	10/01/2020	Sheriff - Copier	1111-1221-33-16305	268.50
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	4,320.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	2,475.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	2,445.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	38,239.60
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	4,818.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	7,519.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	73.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	365.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	423.40
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	1,883.20
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	17,520.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	4,380.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	1,066.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	6,935.00
Motorola Solutions	16134586	01/06/2021	Sheriff - Cap Exp - Radios	1111-1221-33-16400	1,110.00
Jose I Roman Jr.	01/31/2021	01/31/2021	Sheriff - Uniforms	1111-1221-33-16560	645.07
Freedom Dodge	LC369901	02/05/2021	Sheriff - Cap Exp - 2020 Durango	1111-1221-33-16400	45,280.00
Ram Country Chrysler Toyota	65985	02/08/2021	Sheriff - Unit 20 Repairs	1111-1221-33-17061	30.00
Ram Country Chrysler Toyota	65985	02/08/2021	Sheriff - Unit 20 Repairs	1111-1221-33-17061	43.50
Ram Country Chrysler Toyota	65985	02/08/2021	Sheriff - Unit 20 Repairs	1111-1221-33-17061	69.60
Ram Country Chrysler Toyota	65985	02/08/2021	Sheriff - Unit 20 Repairs	1111-1221-33-17061	292.00
Ram Country Chrysler Toyota	65985	02/08/2021	Sheriff - Unit 20 Repairs	1111-1221-33-17061	650.00
Card Service Center	2464-22.99	02/11/2021	Sheriff - Meals	1111-1221-33-17061	22.99
Thompson Tire Center	0035211	02/13/2021	Sheriff - Tire Repairs	1111-1221-33-17061	12.00
O'Reilly Auto Parts	0568-419759	02/23/2021	Sheriff - Parts	1111-1221-33-17061	146.11

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Carlos D. Villarreal	2147	02/23/2021	Sheriff - Tire Repairs	1111-1221-33-17061	15.00
Pitney Bowes Inc.	3313039448	02/23/2021	Sheriff - Postage Meter	1111-1221-33-16600	408.99
Card Service Center	02/25/2021	02/25/2021	Sheriff - Interest	1111-1221-33-16600	51.40
O'Reilly Auto Parts	0568-420376	02/25/2021	Sheriff - Parts	1111-1221-33-17061	31.11
Carlos D. Villarreal	2150	02/25/2021	Sheriff - Tire Repairs	1111-1221-33-17061	15.00
Goodyear Service Center	158588	02/26/2021	Sheriff - Tire/Repairs	1111-1221-33-17061	100.00
Goodyear Service Center	158588	02/26/2021	Sheriff - Tire/Repairs	1111-1221-33-17061	12.75
Goodyear Service Center	158588	02/26/2021	Sheriff - Tire/Repairs	1111-1221-33-17061	104.99
Goodyear Service Center	158588	02/26/2021	Sheriff - Tire/Repairs	1111-1221-33-17061	491.94
Russell True Value	471376	02/26/2021	Sheriff - Incinerator	1111-1221-33-16600	34.98
Russell True Value	471391	02/26/2021	Sheriff - Gas Tank	1111-1221-33-16600	57.99
Advanced Auto Parts	6666105776875	02/26/2021	Sheriff - Parts	1111-1221-33-17061	91.32
Advanced Auto Parts	6666105776880	02/26/2021	Sheriff - Parts	1111-1221-33-17061	25.23
David Kinsey	4355	03/02/2021	Sheriff - Ice Mkr Repairs	1111-1221-33-16600	195.00
David Kinsey	4355	03/02/2021	Sheriff - Ice Mkr Repairs	1111-1221-33-16600	119.00
David Kinsey	4355	03/02/2021	Sheriff - Ice Mkr Repairs	1111-1221-33-16600	20.00
David Kinsey	4355	03/02/2021	Sheriff - Ice Mkr Repairs	1111-1221-33-16600	320.00
Juan J. Ibarra	126	03/03/2021	Sheriff - Hat	1111-1221-33-16560	38.00
Walmart	02063	03/04/2021	Sheriff - Supplies	1111-1221-33-16600	88.35
Jose I Roman Jr.	2021-0304	03/04/2021	Sheriff - Dry Cleaning	1111-1221-33-16560	426.39
AED Brands, LLC	113028	03/05/2021	Sheriff - Cap Exp - Powerheart ...	1111-1221-33-16400	132.00
AED Brands, LLC	113028	03/05/2021	Sheriff - Cap Exp - Powerheart ...	1111-1221-33-16400	17,988.00
Javier Vasquez	0740	03/07/2021	Sheriff - Towing Services	1111-1221-33-17061	150.00
Walmart	01497	03/08/2021	Sheriff - Supplies	1111-1221-33-16600	148.25
Goodyear Service Center	158670	03/09/2021	Sheriff - Tires	1111-1221-33-17061	17.00
Goodyear Service Center	158670	03/09/2021	Sheriff - Tires	1111-1221-33-17061	543.16
Goodyear Service Center	158670	03/09/2021	Sheriff - Tires	1111-1221-33-17061	100.00
Goodyear Service Center	158671	03/09/2021	Sheriff - Tires	1111-1221-33-17061	543.16
Goodyear Service Center	158671	03/09/2021	Sheriff - Tires	1111-1221-33-17061	17.00
Goodyear Service Center	158671	03/09/2021	Sheriff - Tires	1111-1221-33-17061	104.99
Goodyear Service Center	158671	03/09/2021	Sheriff - Tires	1111-1221-33-17061	100.00
Flores Automotive	72153	03/09/2021	Sheriff - Maintenance	1111-1221-33-17061	55.00
Department 1221 - Sheriff Total:					163,577.97

Department: 1223 - Other County Expenditures

Idocket.Com	445192	11/17/2020	63rd - Support Fees	1111-1223-30-16414	3,000.00
Kerr County Clerk	MHT21-6	01/26/2021	Emergency Detention - Enriquez	1111-1223-35-16650	531.50
Card Service Center	2530-795.00	02/08/2021	IT - Skillsets Renewal	1111-1223-30-16820	795.00
United Medical Centers	02/11/2021	02/11/2021	Cont - Medical Services	1111-1223-30-16820	1,043.29
Madison Government Affairs Inc	02/11/2021	02/11/2021	Professional Services FY 20/21	1111-1223-30-17230	12,500.00
Webb County Treasury	M.E.21-0107	02/16/2021	Autopsy - Esquivel	1111-1223-30-16760	1,700.00
Card Service Center	2530-21.17	02/18/2021	Comp Maint - Domain Renewal	1111-1223-30-16414	21.17
Adalupe R. Rodriguez	2020-0075-CCL	02/22/2021	CCL - CPS - Rodriguez	1111-1223-31-16780	944.00
Ortiz & Ortiz, Pc	3814CCL	02/22/2021	CCL - CPS - Ortiz	1111-1223-31-16780	736.00
Webb County Treasury	M.E.20-1225	02/23/2021	Autopsy - Garza	1111-1223-30-16760	1,700.00
Val Verde County Welfare Fund	02/24/2021	02/24/2021	February Allocation	1111-1223-35-16670	95.00
Ortiz & Ortiz, Pc	17-143-CR	02/24/2021	CCL - Misd - Ortiz	1111-1223-31-16780	450.00
Val Verde County Appraisal Distr.	2021-02	02/24/2021	2nd Qrt Allocation FY 20/21	1111-1223-30-16730	81,648.55
GCS Technologies Inc.	CW70251	02/24/2021	Comp Maint - Subscription	1111-1223-30-16414	1,156.00
GCS Technologies Inc.	CW70251	02/24/2021	Comp Maint - Subscription	1111-1223-30-16414	1,156.00
GCS Technologies Inc.	CW70251	02/24/2021	Comp Maint - Subscription	1111-1223-30-16414	1,156.00
Natasha A. Torres	J-19-38	02/24/2021	CCL - Juv - Torres	1111-1223-31-16780	400.00
Natasha A. Torres	J-19-69	02/24/2021	CCL - Juv - Torres	1111-1223-31-16780	75.00
Natasha A. Torres	J-19-99	02/24/2021	CCL - Juv - Torres	1111-1223-31-16780	175.00
Andrea Casares	20-210-CR	02/25/2021	CCL - Misd - Casares	1111-1223-31-16780	250.00
Andrea Casares	20-211-CR	02/25/2021	CCL - Misd - Casares	1111-1223-31-16780	450.00
Andrea Casares	20-414-CR	02/25/2021	CCL - Misd - Casares	1111-1223-31-16780	450.00
Andrea Casares	20-415-CR	02/25/2021	CCL - Misd - Casares	1111-1223-31-16780	100.00
Jose M. Faz	02/28/2021	02/28/2021	CCL - Interpreter	1111-1223-31-16780	3,600.00
Melody's Southwest Consortium	202649	02/28/2021	Cont - DOT Screens	1111-1223-30-16820	190.00
Texas Wildlife Damage	252290	02/28/2021	Trappers Salary	1111-1223-30-16770	2,083.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Bickerstaff Heath	114128	03/01/2021	Geo - Contract Matters	1111-1223-31-16780	2,730.00
Val Verde Loaves & Fishes	03/02/2021	03/02/2021	March Allocation	1111-1223-35-17020	1,500.00
Integrity Client Services, LLC	21030201	03/02/2021	GASB 75 - FY 20/21	1111-1223-30-17150	5,950.00
Natasha A. Torres	19-324-CR	03/03/2021	CCL - Misd - Torres	1111-1223-31-16780	150.00
Natasha A. Torres	19-555-CR	03/03/2021	CCL - Misd - Torres	1111-1223-31-16780	150.00
Law Office of Fidel Morales III	2020-0088-CR	03/03/2021	63rd - Felony - Morales	1111-1223-31-16780	200.00
Natasha A. Torres	20-458-CR	03/03/2021	CCL - Misd - Torres	1111-1223-31-16780	450.00
Martha A. Ponce	20-203-CR	03/05/2021	CCL - Misd - Ponce	1111-1223-31-16780	650.00
Martha A. Ponce	20-204-CR	03/05/2021	CCL - Misd - Ponce	1111-1223-31-16780	450.00
Natasha A. Torres	20-260-CR	03/05/2021	CCL - Misd - Torres	1111-1223-31-16780	450.00
Val Verde County Welfare Fund	03/08/2021	03/08/2021	March Allocation	1111-1223-35-16670	95.00
South Texas Forensic Psycholog...	101130	03/08/2021	CCL - Expert Witness	1111-1223-31-16780	800.00
Natasha A. Torres	2020-032-CR	03/08/2021	63rd - Felony - Torres	1111-1223-31-16780	600.00
GCS Technologies Inc.	CW70412	03/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	518.00
GCS Technologies Inc.	CW70412	03/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	648.00
GCS Technologies Inc.	CW70412	03/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	732.00
GCS Technologies Inc.	CW70412	03/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	810.00
GCS Technologies Inc.	CW70412	03/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	1,020.00
GCS Technologies Inc.	CW70412	03/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	1,080.00
Tyler Technologies Inc.	025-324213	04/01/2021	Auditor - Post Pay Maint	1111-1223-30-16416	590.63
Business Information Systems L...	81953	04/06/2021	Comp Maint - Sftware Support	1111-1223-30-16414	500.00
Business Information Systems L...	81953	04/06/2021	Comp Maint - Sftware Support	1111-1223-30-16414	350.00
Department 1223 - Other County Expenditures Total:					136,829.47
Department: 1224 - Road & Bridge					
Quill Corporation	14528584	02/10/2021	Comm Offc - Office	1222-1224-34-16000	7.55
Quill Corporation	14543853	02/10/2021	Comm Offc - Office	1222-1224-34-16000	4.38
Quill Corporation	14543853	02/10/2021	Comm Offc - Office	1222-1224-34-16000	42.48
Quill Corporation	14543853	02/10/2021	Comm Offc - Office	1222-1224-34-16000	61.18
Quill Corporation	14556027	02/11/2021	Comm Offc - Office	1222-1224-34-16000	39.08
Xerox	012771704	03/01/2021	Comm Offc - Copier	1222-1224-34-16010	89.41
Val Verde County Payroll Cleari...	03/19/2021-1	03/16/2021	Payroll Transfer	1222-1224-41-16005	52,755.95
Department 1224 - Road & Bridge Total:					53,000.03
Department: 1225 - Road & Bridge Precinct 1					
Unifirst Corporation	8232795673	02/15/2021	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
AT&T Mobility	287297574983X02272021	02/19/2021	Pct 1 - Satellite Services	1222-1225-34-17000	148.00
Tractor Supply Co.Dept. 30-120...	397407	02/24/2021	Pct 1 - Supplies	1222-1225-34-17000	36.62
Pro Auto Supply	500047	02/24/2021	Pct 1 - Parts	1222-1225-34-17000	14.69
Russell True Value	471349	02/25/2021	Pct 1 - Parts	1222-1225-34-17000	61.96
Del Rio Welders Equip.	D676574	02/26/2021	Pct 1 - Material	1222-1225-34-17000	90.80
O'Reilly Auto Parts	0568-421389	03/01/2021	Pct 1 - Supplies	1222-1225-34-17000	35.90
Unifirst Corporation	8232797544	03/01/2021	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
Fleetcor Technologies	NP59715038-1	03/01/2021	Pct 1 - Fuel	1222-1225-34-17000	2,512.60
Russell True Value	471513	03/02/2021	Pct 1 - Supplies	1222-1225-34-17000	105.69
T.J. Moore Lumber	502443	03/02/2021	Pct 1 - Materials	1222-1225-34-17000	20.50
Auto Rebuilders Enterprise	21349	03/03/2021	Pct 1 - Fittings/Hose	1222-1225-34-17000	498.27
Tractor Supply Co.Dept. 30-120...	398871	03/03/2021	Pct 1 - Supplies	1222-1225-34-17000	62.08
Unifirst Corporation	8232798491	03/08/2021	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
Department 1225 - Road & Bridge Precinct 1 Total:					3,698.86
Department: 1226 - Road & Bridge Precinct 2					
Rio Trailer Shop	23135	12/09/2020	Pct 2 - Trailer Repairs	1222-1226-34-17000	8,745.63
Rio Trailer Shop	31990	12/09/2020	Pct 2 - Trailer Repairs	1222-1226-34-17000	1,400.00
Card Service Center	2613-62.07	01/28/2021	Pct 2 - Volunteer Meals	1222-1226-34-17000	62.07
Val Verde County Tax A/C- Auto	1EN9R1ZRZ313Z-1	02/10/2021	Pct 2 - Inspection	1222-1226-34-17000	22.00
Pico Propane Operating	06680304-I	02/12/2021	Pct 2 - Fuel	1222-1226-34-17000	1,107.01
Pico Propane Operating	06680304-I	02/12/2021	Pct 2 - Fuel	1222-1226-34-17000	1,857.55
Unifirst Corporation	8232795674	02/15/2021	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	42.41
Card Service Center	2613-129.64	02/21/2021	Pct 2 - Meals	1222-1226-34-17000	129.64
Baker Ranch Outdoor Power Eq...	20902	02/22/2021	Pct 2 - Repairs	1222-1226-34-17000	161.39
Unifirst Corporation	8232796597	02/22/2021	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	42.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Jose G. Rios	02/23/2021	02/23/2021	Pct 2 - Meals	1222-1226-34-16200	28.00
Baker Ranch Outdoor Power Eq...	20945	02/23/2021	Pct 2 - Repairs	1222-1226-34-17000	305.38
City of Del Rio	330179	03/01/2021	Pct 2 - Landfill	1222-1226-34-17000	154.35
Pro Auto Supply	500653	03/01/2021	Pct 2 - Parts	1222-1226-34-17000	157.20
Unifirst Corporation	8232797545	03/01/2021	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	48.46
Pro Auto Supply	500901	03/03/2021	Pct 2 - Credit Memo	1222-1226-34-17000	-79.08
Del Rio Welders Equip.	D676400	03/03/2021	Pct 2 - Supplies	1222-1226-34-17000	119.85
City of Del Rio	330783	03/05/2021	Pct 2 - Landfill	1222-1226-34-17000	58.50
Pro Auto Supply	501105	03/05/2021	Pct 2 - Parts	1222-1226-34-17000	80.65
T.J. Moore Lumber	502716	03/05/2021	Pct 2 - Material	1222-1226-34-17000	37.20
Unifirst Corporation	8232798492	03/08/2021	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	48.46
Department 1226 - Road & Bridge Precinct 2 Total:					14,529.08

Department: 1227 - Road & Bridge Precinct 3

O'Reilly Auto Parts	0568-419750	02/23/2021	Pct 3 - Supplies	1222-1227-34-17000	22.99
Lone Star Tire & Wheel	270	02/24/2021	Pct 3 - Tire Repairs	1222-1227-34-17000	15.00
Pro Auto Supply	500137	02/25/2021	Pct 3 - Parts	1222-1227-34-17000	14.28
W&W Trucking	14233	02/28/2021	Pct 3 - Dumpster	1222-1227-34-17000	55.00
Russell True Value	471509	03/02/2021	Pct 3 - Supplies	1222-1227-34-17000	138.70
T.J. Moore Lumber	502361	03/02/2021	Pct 3 - Material	1222-1227-34-17000	170.49
Unifirst Corporation	8232797745	03/02/2021	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	44.74
O'Reilly Auto Parts	0568-421893	03/03/2021	Pct 3 - Parts	1222-1227-34-17000	50.74
Pro Auto Supply	501047	03/04/2021	Pct 3 - Parts	1222-1227-34-17000	101.98
Orange Designs Sign & Graphic ...	1977	03/05/2021	Pct 3 - Decal	1222-1227-34-17000	120.00
Alvaro's Auto Sale	366061	03/08/2021	Pct 3 - Ford Rprs	1222-1227-34-17000	1,752.19
Lone Star Tire & Wheel	03/09/2021	03/09/2021	Pct 3 - Mount/Balance	1222-1227-34-17000	20.00
Department 1227 - Road & Bridge Precinct 3 Total:					2,506.11

Department: 1228 - Road & Bridge Precinct 4

South Texas County Judges & C...	TCP-20-2679	02/02/2021	Pct 4 - Reg Fee	1222-1228-34-16200	250.00
Pro Auto Supply	498899	02/08/2021	Pct 4 - Parts	1222-1228-34-17000	53.48
Miguel Garcia	02/22/2021	02/22/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Salvador Espinoza	02/22/2021	02/22/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Salvador Espinoza	02/23/2021	02/23/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Miguel Garcia	02/23/21	02/23/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Francisco Reyna	02/24/2021	02/24/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Miguel Garcia	02/24/2021	02/24/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Pro Auto Supply	500239	02/25/2021	Pct 4 - Parts	1222-1228-34-17000	21.35
Unifirst Corporation	8232797145	02/25/2021	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	57.22
Equipment Depot Ltd.	EQS038916	02/25/2021	Pct 4 - Electric Pallet Jack	1222-1228-34-17000	4,399.00
Tractor Supply Co.Dept. 30-120...	397825	02/26/2021	Pct 4 - Supplies	1222-1228-34-17000	239.21
T.J. Moore Lumber	502509	03/03/2021	Pct 4 - Material	1222-1228-34-17000	456.22
McCoy's	8861711	03/03/2021	Pct 4 - Supplies	1222-1228-34-17000	74.34
Francisco Reyna	3/4/2021	03/04/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Miguel Garcia	3/4/2021	03/04/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Unifirst Corporation	8232798091	03/04/2021	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	57.22
Tractor Supply Co.Dept. 30-120...	399300	03/05/2021	Pct 4 - Supplies	1222-1228-34-17000	89.67
Del Rio Welders Equip.	D676488	03/05/2021	Pct 4 - Material	1222-1228-34-17000	280.85
Miguel Garcia	03/09/2021	03/09/2021	Pct 4 - Meals	1222-1228-34-16200	28.00
Department 1228 - Road & Bridge Precinct 4 Total:					6,230.56

Department: 1230 - 83rd District Court

Xerox	012660450	02/06/2021	83rd - Copier	1111-1230-31-16415	183.84
Card Service Center	2530-774.99	02/11/2021	83rd - Cap Exp - Refrigerator	1111-1230-40-16400	774.99
Pitney Bowes Inc.	3313033959	02/23/2021	83rd - Postage Meter	1111-1230-31-16000	197.91
Department 1230 - 83rd District Court Total:					1,156.74

Department: 1231 - Risk Management

Card Service Center	2530-133.00	01/29/2021	RM - Postage Fees	1111-1231-30-16022	133.00
Card Service Center	2530-4.00	02/01/2021	RM - Postage	1111-1231-30-16022	4.00
Quill Corporation	14505139	02/09/2021	RM - Office	1111-1231-30-16000	53.99
Fleetcor Technologies	NP59715038	03/01/2021	RM - Fuel	1111-1231-30-17061	56.97
Walmart	04481	03/09/2021	RM - Supplies	1111-1231-30-16000	23.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Home Depot Dept 32-2540929...	2937561	03/18/2021	RM - Ultraviolet Light	1111-1231-30-16000	59.99
Department 1231 - Risk Management Total:					331.61
Department: 1232 - General Fund Revenue					
Linebarger Goggan Blair & Sam...	12/31/2020-1	02/24/2021	JP 1 - Collection Fees	1111-1232-06-14100	485.40
Linebarger Goggan Blair & Sam...	12/31/2020-2	02/24/2021	JP 2 - Collection Fees	1111-1232-06-14110	473.80
Linebarger Goggan Blair & Sam...	12/31/2020-3	02/24/2021	JP 3 - Collection Fees	1111-1232-06-14120	222.81
Linebarger Goggan Blair & Sam...	12/31/2020-4	02/24/2021	JP 4 - Collection Fees	1111-1232-06-14130	203.10
Department 1232 - General Fund Revenue Total:					1,385.11
Department: 1236 - Constable 4					
Card Service Center	1565-728.22	01/24/2021	Const 4 - Hotel	1111-1236-33-16200	728.22
Department 1236 - Constable 4 Total:					728.22
Department: 1248 - Human Resources					
Card Service Center	2530-110.00	01/29/2021	HR - Postage	1111-1248-30-16000	110.00
LexisNexis	24298190	02/24/2021	HR - Handbook	1111-1248-30-16000	207.84
T-Shirts Etc.	2246	02/26/2021	HR - Plaque	1111-1248-30-16210	51.95
Department 1248 - Human Resources Total:					369.79
Department: 1250 - District Attorney					
LexisNexis	3093094135	01/31/2021	DA - Subscription	1111-1250-31-16001	252.00
US Postmaster	02/24/2021	02/24/2021	DA - Rental Box	1111-1250-31-16001	189.00
Lone Star Copiers	134023	02/25/2021	DA - Copier	1111-1250-31-16001	218.24
Stidham & Stidham Investments	133	03/01/2021	DA - March Rent	1111-1250-31-16001	100.00
Fleetcor Technologies	NP59715038	03/01/2021	DA - Fuel	1111-1250-31-16401	25.31
Department 1250 - District Attorney Total:					784.55
Department: 1261 - Animal Control					
Card Service Center	2530-414.49	01/07/2021	Animal Cont - Supplies	1111-1261-30-16400	111.99
Card Service Center	2530-414.49	01/07/2021	Animal Cont - Supplies	1111-1261-30-16400	60.52
Card Service Center	2530-414.49	01/07/2021	Animal Cont - Supplies	1111-1261-30-16400	38.49
Card Service Center	2530-414.49	01/07/2021	Animal Cont - Supplies	1111-1261-30-16400	24.49
Card Service Center	2530-414.49	01/07/2021	Animal Cont - Supplies	1111-1261-30-16400	179.00
Uline	129983049	02/09/2021	Animal Cont - Supplies	1111-1261-30-16400	92.00
Uline	129983049	02/09/2021	Animal Cont - Supplies	1111-1261-30-16400	206.31
Uline	129983049	02/09/2021	Animal Cont - Supplies	1111-1261-30-16400	172.20
Quill Corporation	14503456	02/09/2021	Animal Cont - Office	1111-1261-30-16400	79.80
Quill Corporation	14503456	02/09/2021	Animal Cont - Office	1111-1261-30-16400	45.84
Keane Menefee	03/09/2021	03/09/2021	Sheriff - Reg Fees	1111-1261-30-16200	300.00
Department 1261 - Animal Control Total:					1,310.64
Department: 1300 - Non-Departmental Expense					
Texas Justice Court Judges Asso...	19770	01/18/2021	JP 2 - Dues	1111-1300-30-16440	75.00
Sheriffs Association of Texas	02/23/2021	02/23/2021	Sheriff - Dues	1111-1300-30-16440	1,100.00
Zesch & Pickett Administrators	2021-1	02/23/2021	Admin Fees	1111-1300-30-16430	533.25
South Texas County Judges & C...	03/31/2021	03/01/2021	Co Judge - Dues	1111-1300-30-16440	300.00
Val Verde County Payroll Cleari...	03/19/2021	03/16/2021	Payroll Transfer	1111-1300-41-17510	442,676.03
Department 1300 - Non-Departmental Expense Total:					444,684.28
Department: 3900 - Court Costs					
Texas Parks and Wildlife	A8356795	02/01/2021	JP 3 - 022889	3999-3900-00-16000	110.50
Texas Parks and Wildlife	A8356687	02/02/2021	JP 3 - 022785	3999-3900-00-16000	102.85
Texas Parks and Wildlife	A8357005	02/02/2021	JP 4 - 20-4496	3999-3900-00-16000	63.75
Texas Parks and Wildlife	A8320304	02/03/2021	JP 3 - 022547	3999-3900-00-16000	297.50
Walmart	054461	02/04/2021	JP 2 - Restitution	3999-3900-00-16000	93.90
Domino's Pizza	060962	02/04/2021	JP 2 - Resitution	3999-3900-00-16000	15.14
Texas Parks and Wildlife	A8318494	02/04/2021	JP 3 - 022618	3999-3900-00-16000	164.90
Texas Parks and Wildlife	A8318494-1	02/04/2021	JP 3 - 022619	3999-3900-00-16000	127.50
Texas Parks and Wildlife	A8356764	02/05/2021	JP 3 - 022644	3999-3900-00-16000	110.50
Texas Parks and Wildlife	A8357931	02/05/2021	JP 3 - 022886	3999-3900-00-16000	127.50
Texas Parks and Wildlife	A8357640	02/08/2021	JP 3 - 022815	3999-3900-00-16000	102.00
Texas Parks and Wildlife	A8357929	02/08/2021	JP 3 - 022870	3999-3900-00-16000	289.00
Texas Parks and Wildlife	A8357930	02/08/2021	JP 3 - 022885	3999-3900-00-16000	85.85
Texas Parks and Wildlife	A8357000	02/11/2021	JP 3 - 022778	3999-3900-00-16000	85.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Texas Parks and Wildlife	A8356777	02/12/2021	JP 3 - 022781	3999-3900-00-16000	102.00
Val Verde County	02/28/2021	02/28/2021	Dist Clerk - Fines	3555-3900-00-16000	2,624.36
Val Verde County	02/28/2021	02/28/2021	Dist Clerk - Crt Appt Atty Fees	3555-3900-00-16000	1,472.00
Val Verde County	02/28/2021	02/28/2021	Dist Clerk - County Fees	3555-3900-00-16000	3,829.74
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Dist Clk RMF	3555-3900-00-16000	155.00
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Fam Protection Fees	3555-3900-00-16000	225.00
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Dist Clk RMF Criminal	3555-3900-00-16000	6.04
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Tech Fund	3555-3900-00-16000	8.00
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Crthse Security Crim...	3555-3900-00-16000	12.10
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - RMF Criminal	3555-3900-00-16000	54.41
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Crthse Security	3555-3900-00-16000	125.00
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Co RMF	3555-3900-00-16000	155.00
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Law Lib	3555-3900-00-16000	840.00
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Archive	3555-3900-00-16000	260.00
Val Verde County	02/28/2021	02/28/2021	Dist Clerk - Sheriff Criminal	3555-3900-00-16000	222.80
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - CRP	3555-3900-00-16000	250.00
Val Verde County	02/28/2021	02/28/2021	Dist Clerk - Sheriff VVC	3555-3900-00-16000	963.00
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Crt Rpt Fees	3555-3900-00-16000	360.00
Val Verde County Special Reven...	02/28/2021	02/28/2021	Dist Clerk - Jury Demand Fees	3555-3900-00-16000	520.00
Val Verde County	02/28/2021-1	02/28/2021	JP 1 - County Fees	3999-3900-00-16000	4,404.64
Val Verde County	02/28/2021-2	02/28/2021	JP 2 - County Fees	3999-3900-00-16000	7,382.98
Val Verde County Court House ...	02/28/2021-2	02/28/2021	JP 2 - Sec Fees	3999-3900-00-16000	240.49
Val Verde County Special Reven...	02/28/2021-2	02/28/2021	JP 2 - Tech Fund	3999-3900-00-16000	219.67
Val Verde County Court House ...	02/28/2021-2	02/28/2021	JP 2 - Crthse Sec Fees	3999-3900-00-16000	6.27
Val Verde County Special Reven...	02/28/2021-3	02/28/2021	JP 3 - Tech Fund	3999-3900-00-16000	47.42
Val Verde County	02/28/2021-3	02/28/2021	JP 3 - County Fees	3999-3900-00-16000	8,477.55
Val Verde County Court House ...	02/28/2021-3	02/28/2021	JP 3 - Sec Fees	3999-3900-00-16000	29.76
Val Verde County Court House ...	02/28/2021-3	02/28/2021	JP 3 - Crthse Sec Fees	3999-3900-00-16000	15.01
Val Verde County Special Reven...	02/28/2021-4	02/28/2021	JP 4 - Tech Fund	3999-3900-00-16000	75.09
Val Verde County Court House ...	02/28/2021-4	02/28/2021	JP 4 - Sec Fees	3999-3900-00-16000	67.21
Val Verde County Court House ...	02/28/2021-4	02/28/2021	JP 4 - Crthse Sec Fees	3999-3900-00-16000	24.51
Val Verde County	02/28/2021-4	02/28/2021	JP 4 - County Fees	3999-3900-00-16000	4,029.36
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Crthse Security Fees	3666-3900-00-16000	545.00
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Rcd Archive	3666-3900-00-16000	4,272.01
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Law Lib Fees	3666-3900-00-16000	385.00
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Rcd Mgt CCL	3666-3900-00-16000	168.10
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Crt Rptr Fees	3666-3900-00-16000	165.00
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Rcd Archive CCL	3666-3900-00-16000	30.00
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Rcd Mgt	3666-3900-00-16000	4,282.00
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Crthse Security Fees ...	3666-3900-00-16000	21.00
Val Verde County Special Reven...	02/28/2021-5	02/28/2021	Co Clerk - Just Tech Fee CCL	3666-3900-00-16000	28.00
Val Verde County Special Reven...	02/28/21-1	02/28/2021	JP 1 - Tech Fund	3999-3900-00-16000	103.56
Val Verde County Court House ...	02/28/21-1	02/28/2021	JP 1 - Crthse Sec Fees	3999-3900-00-16000	53.38
Val Verde County Court House ...	02/28/21-1	02/28/2021	JP 1 - Sec Fees	3999-3900-00-16000	71.04
Val Verde County	02/28/21-5	02/28/2021	Co Clerk - Co Fees	3666-3900-00-16000	13,926.50
Val Verde County	02/28/21-5	02/28/2021	Co Clerk - Co Fees CCL	3666-3900-00-16000	2,970.22
T.J. Moore Lumber	17-523-CR-3	02/28/2021	Co Clerk - Restitution	3666-3900-00-16000	35.00
Texas Department of Public Saf...	19-411	02/28/2021	Co Clerk - Restitution	3666-3900-00-16000	60.00
Law Office of Priscilla Chacon	2021-0010-CCL	02/28/2021	Dist Clerk - Refund	3555-3900-00-16000	15.00
Joel Langton	2021-0013-FAM	02/28/2021	Dist Clerk - Printers Fee	3555-3900-00-16000	163.00
Tracey L. Gulley	34659	02/28/2021	Dist Clerk - Sheriff Fees	3555-3900-00-16000	80.00
Melissa H McCarty	34659	02/28/2021	Dist Clerk - Abstract Fees	3555-3900-00-16000	200.00
Department 3900 - Court Costs Total:					66,554.11
Department: 4444 - 4444					
National Family Care Life Ins.	03/01/2021	03/01/2021	Insurance	1444-4444-31-12070	143.00
Texas County & District Retirem...	INV0005996	03/05/2021	Retirement (County)	1444-4444-30-12130	79,791.89
New York Life Insurance Co.	03/10/2021	03/10/2021	Insurance	1444-4444-31-12070	1,050.06
Eyetopia PPA LLC	03/31/2021	03/31/2021	Insurance	1444-4444-31-12070	2,605.00
Wilco Life Insurance Company	04/01/2021	04/01/2021	Insurance	1444-4444-31-12070	26.00
Department 4444 - 4444 Total:					83,615.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 9111 - Emergency					
Quill Corporation	14081755	01/25/2021	Co Judge - COVID19 - Gloves	1111-9111-33-01200	150.44
Quill Corporation	14081761	01/25/2021	Co Judge - COVID19 - Gloves	1111-9111-33-01200	150.44
Quill Corporation	14172985	01/27/2021	Co Judge - COVID19 - Vac Dist	1111-9111-30-01232	142.24
Card Service Center	2530-1197.00	02/01/2021	Co Judge - Covid 19 - Vac Dist	1111-9111-30-01232	1,197.00
Quill Corporation	14491235	02/09/2021	Co Judge - COVID19 - Toners	1111-9111-33-01200	190.78
Quill Corporation	14503359	02/09/2021	Co Judge - COVID19 - Toners	1111-9111-33-01200	190.78
Quill Corporation	14511509	02/09/2021	Co Judge - COVID19 - Toners	1111-9111-33-01200	215.98
Quill Corporation	14513051	02/09/2021	Co Judge - COVID19 - Toners	1111-9111-33-01200	199.78
Card Service Center	0328-55.36	02/15/2021	Sheriff - Fuel	1111-9111-30-16015	55.36
Card Service Center	2258-430.10	02/17/2021	Pct 4 - Winter Storm - Supplies	1111-9111-30-16015	430.10
Home Depot Dept 32-2540929...	4044757-1	02/17/2021	BM - Winter Storm - Materials	1111-9111-30-16015	45.00
Del Rio Welders Equip.	D676826	02/17/2021	Pct 2 - Winter Storm - Parts	1111-9111-30-16015	198.00
Del Rio Welders Equip.	D676830-1	02/18/2021	BM - Winter Storm - Parts	1111-9111-30-16015	126.80
Russell True Value	471086	02/20/2021	Co Judge - Winter Storm - Suppl...	1111-9111-30-16015	153.36
Del Rio Welders Equip.	D676728-1	02/21/2021	BM - Winter Storm - Parts	1111-9111-30-16015	29.90
Russell True Value	471162	02/22/2021	Co Agent - Winter Storm - Parts	1111-9111-30-16015	146.56
Russell True Value	471191	02/22/2021	Co Agent - Winter Storm - Parts	1111-9111-30-16015	65.77
RC Ram Country	66584	02/22/2021	Fire - Winter Storm - Repairs	1111-9111-30-16015	1,782.25
Home Depot Dept 32-2540929...	9972262	02/22/2021	Co Agent - Winter Storm - Parts	1111-9111-30-16015	58.78
Baker Ranch Outdoor Power Eq...	20943	02/23/2021	Fire - Winter Storm - Repairs	1111-9111-30-16015	423.89
Russell True Value	471249	02/23/2021	Co Agent - Winter Storm - Parts	1111-9111-30-16015	57.59
Home Depot Dept 32-2540929...	7011862	02/24/2021	BM - Winter Storm - Parts	1111-9111-30-16015	36.68
Home Depot Dept 32-2540929...	7612955	02/24/2021	BM - Winter Storm - Parts	1111-9111-30-16015	9.75
T.J. Moore Lumber	501914	02/25/2021	Co Agent - Winter Storm - Mate...	1111-9111-30-16015	64.48
T.J. Moore Lumber	501933	02/25/2021	Co Agent - Winter Storm - Parts	1111-9111-30-16015	42.32
Home Depot Dept 32-2540929...	6011952	02/25/2021	BM - Winter Storm - Parts	1111-9111-30-16015	133.70
Home Depot Dept 32-2540929...	6040167	02/25/2021	BM - Winter Storm - Parts	1111-9111-30-16015	98.65
McCoy's	8861430	02/25/2021	BM - Winter Storm - Parts	1111-9111-30-16015	28.41
Home Depot Dept 32-2540929...	5012024	02/26/2021	BM - COVID19 - Spray Bottles	1111-9111-33-01200	82.00
Home Depot Dept 32-2540929...	5012061	02/26/2021	BM - Winter Storm - Parts	1111-9111-30-16015	13.27
T.J. Moore Lumber	502089	02/26/2021	BM - Winter Storm - Parts	1111-9111-30-16015	24.87
Home Depot Dept 32-2540929...	5972391	02/26/2021	BM - Winter Storm - Parts	1111-9111-30-16015	102.82
T.J. Moore Lumber	502243	03/01/2021	BM - Winter Storm - Parts	1111-9111-30-16015	13.15
T.J. Moore Lumber	502264	03/01/2021	BM - Winter Storm - Parts	1111-9111-30-16015	13.10
McCoy's	8861515	03/01/2021	Co Agent - Winter Storm - Suppl...	1111-9111-30-16015	36.46
Russell True Value	471572	03/03/2021	Co Agent - Winter Storm - Parts	1111-9111-30-16015	85.54
T.J. Moore Lumber	502496	03/03/2021	Co Agent - Winter Storm - Parts	1111-9111-30-16015	6.63
T.J. Moore Lumber	502523	03/03/2021	BM - Winter Storm - Parts	1111-9111-30-16015	17.90
T.J. Moore Lumber	502533	03/03/2021	BM - Winter Storm - Parts	1111-9111-30-16015	5.97
T.J. Moore Lumber	502563	03/03/2021	Co Agent - Winter Storm - Parts	1111-9111-30-16015	13.64
T.J. Moore Lumber	502583	03/03/2021	BM - Winter Storm - Parts	1111-9111-30-16015	6.50
McCoy's	8861582	03/03/2021	BM - Winter Storm - Parts	1111-9111-30-16015	39.12
Russell True Value	471645	03/05/2021	BM - Winter Storm - Parts	1111-9111-30-16015	20.93
T.J. Moore Lumber	502797	03/05/2021	BM - Winter Storm - Parts	1111-9111-30-16015	27.61
T.J. Moore Lumber	502821	03/05/2021	BM - Winter Storm - Parts	1111-9111-30-16015	5.16
McCoy's	8861770	03/05/2021	BM - Winter Storm - Parts	1111-9111-30-16015	1.84
McCoy's	8861771	03/05/2021	BM - Winter Storm - Parts	1111-9111-30-16015	6.19
Russell True Value	471704	03/08/2021	BM - Winter Storm - Parts	1111-9111-30-16015	89.25
Russell True Value	471712	03/08/2021	BM - Winter Storm - Parts	1111-9111-30-16015	9.47
McCoy's	8861796	03/08/2021	BM - Winter Storm - Parts	1111-9111-30-16015	14.91
T.J. Moore Lumber	503045	03/09/2021	BM - Winter Storm - Materials	1111-9111-30-16015	54.72
T.J. Moore Lumber	503049	03/09/2021	BM - Winter Storm - Materials	1111-9111-30-16015	2.46
Department 9111 - Emergency Total:					7,118.35
Grand Total:					1,271,221.21

Fund Summary

Fund	Expense Amount
1111 - General Fund	864,890.27
1178 - Tax Note 2016	22,920.50
1222 - Balance Road & Bridge	79,964.64
1444 - Payroll Clearing County	83,615.95
1727 - Law Library.	164.00
1732 - DWI Program Fund	1,404.85
1736 - 2019 Certificate of Obligation	840.00
1812 - County Projects	3,498.25
2666 - Grants	147,368.64
3555 - District Clerk Court Costs	12,540.45
3666 - County Clerk Court Costs	26,887.83
3999 - JP 1-4 Court Costs	27,125.83
Grand Total:	1,271,221.21

Account Summary

Account Number	Account Name	Expense Amount
1111-1200-30-16000	County Judge - Office Sup...	77.25
1111-1200-30-16200	County Judge - Travel and...	331.43
1111-1200-30-16420	County Judge - Emergency..	297.82
1111-1201-30-16000	County Clerk - Office Suppl..	255.22
1111-1201-30-16200	County Clerk - Travel and ...	295.00
1111-1201-30-16305	County Clerk - Copier Exp...	284.57
1111-1203-30-16000	Veteran's Office - Office S...	52.50
1111-1203-30-16200	Veteran's Office - Travel a...	106.85
1111-1203-30-16415	Veterans Office - Copier E...	254.59
1111-1203-30-16500	Veteran's Office - Rent	900.00
1111-1203-30-76370	Veterans Office - Mainten...	7.00
1111-1204-31-16000	63rd District Court - Office..	1,530.57
1111-1204-31-16460	63rd District Court - Jurors	25.92
1111-1204-31-16475	63rd District Court - Copie...	181.55
1111-1205-31-16000	District Clerk - Office Supp...	395.96
1111-1205-31-16210	District Clerk - Storage	75.00
1111-1206-31-16200	Justice of the Peace #1 - T...	27.22
1111-1207-31-16000	Justice of the Peace #2 - O..	984.75
1111-1207-31-16200	Justice of the Peace #2 - T...	150.00
1111-1208-31-16000	Justice of the Peace #3 - O..	455.93
1111-1211-31-16000	County Attorney - Office ...	1,589.32
1111-1212-30-16000	County Auditor - Office S...	568.78
1111-1212-30-16415	County Auditor - Copier E...	191.78
1111-1213-30-16200	County Treasurer - Travel ...	180.00
1111-1214-30-16000	Tax Assessor Collector - Of..	1,943.25
1111-1214-30-16020	Tax Assessor Collector - P...	101.74
1111-1214-30-16414	Tax Assessor Collector - C...	10,061.14
1111-1215-30-17061	IT Department - Auto Exp...	58.53
1111-1216-30-16000	Purchasing Department - ...	57.50
1111-1217-30-16000	County Agent - Office Sup...	195.85
1111-1217-30-16201	County Agent - Fuel	232.78
1111-1217-30-16202	County Agent - Travel - Gr...	1,294.74
1111-1217-30-16203	County Agent - Travel - R...	170.00
1111-1217-30-16411	County Agent - 1/2 Intern...	725.00
1111-1217-30-16415	County Agent - Copier Ex...	186.53
1111-1218-36-16000	County Library - Office Su...	154.40
1111-1218-36-16680	County Library - Books	3,407.65
1111-1219-33-16000	Rural Fire & EMS - Office ...	1,438.00
1111-1219-33-16200	Rural Fire & EMS - Travel ...	18.00
1111-1219-33-16480	Rural Fire & EMS - Contrac..	375.00
1111-1219-33-16560	Rural Fire & EMS - Unifor...	59.98

Account Summary		
Account Number	Account Name	Expense Amount
1111-1220-37-16000	Parks and Building Maint...	9.64
1111-1220-37-16311	Parks and Building Maint...	104.15
1111-1220-37-16330	Parks and Building Maint...	31,863.23
1111-1220-37-16480	Parks and Building Maint...	4,600.00
1111-1220-37-16503	Parks and Building Maint...	37,153.62
1111-1220-37-16520	Parks and Building Maint...	3,183.80
1111-1221-33-16305	Sheriff's Department - Cop...	268.50
1111-1221-33-16400	Sheriff's Department - Cap...	156,972.20
1111-1221-33-16560	Sheriff's Department - Uni...	1,109.46
1111-1221-33-16600	Sheriff's Department - Op...	1,443.96
1111-1221-33-17061	Sheriff's Department - Au...	3,783.85
1111-1223-30-16414	Other - Computer Mainte...	12,147.17
1111-1223-30-16416	Tyler Annual Fee	590.63
1111-1223-30-16730	Other - Appraisal Offices	81,648.55
1111-1223-30-16760	Other - Autopsy and Men...	3,400.00
1111-1223-30-16770	Other - Trappers Salary	2,083.33
1111-1223-30-16820	Other - Contingencies	2,028.29
1111-1223-30-17150	GASB 75	5,950.00
1111-1223-30-17230	Other - Madison Govern...	12,500.00
1111-1223-31-16780	Other - Attorney's Other	14,260.00
1111-1223-35-16650	Other - Hospital	531.50
1111-1223-35-16670	Other - County Welfare	190.00
1111-1223-35-17020	Other - Food Bank	1,500.00
1111-1230-31-16000	83rd District Court - Office...	197.91
1111-1230-31-16415	83rd District Court - Copie...	183.84
1111-1230-40-16400	83rd District Court - Capita...	774.99
1111-1231-30-16000	Risk Management - Office...	137.64
1111-1231-30-16022	Risk Management - Posta...	137.00
1111-1231-30-17061	Risk Management - Auto ...	56.97
1111-1232-06-14100	Justice of the Peace #1	485.40
1111-1232-06-14110	Justice of the Peace #2	473.80
1111-1232-06-14120	Justice of the Peace #3	222.81
1111-1232-06-14130	Justice of the Peace #4	203.10
1111-1236-33-16200	Constable Pct. #4 - Travel ...	728.22
1111-1248-30-16000	Human Resources - Office...	317.84
1111-1248-30-16210	Staff Development/Promo...	51.95
1111-1250-31-16001	District Attorney - Office ...	759.24
1111-1250-31-16401	District Attorney - Vehicle	25.31
1111-1261-30-16200	Animal Control Travel and...	300.00
1111-1261-30-16400	Animal Control Equipment	1,010.64
1111-1300-30-16430	Non-Departmental - Cafet...	533.25
1111-1300-30-16440	Non-Departmental - Me...	1,475.00
1111-1300-41-17510	Transfers to Payroll Cleari...	442,676.03
1111-9111-30-01232	Vaccine Distribution - COV...	1,339.24
1111-9111-30-16015	Weather Emergency	4,598.91
1111-9111-33-01200	County Judge - COVID - 19	1,180.20
1178-1111-34-16006	Tax Note 2016 Frontera	22,920.50
1222-1224-34-16000	Road and Bridge Office Su...	154.67
1222-1224-34-16010	Road and Bridge - Copier ...	89.41
1222-1224-41-16005	Transfer for Payroll	52,755.95
1222-1225-34-17000	Road and Bridge Pct. #1 - ...	3,698.86
1222-1226-34-16200	Road and Bridge Pct. #2 - ...	28.00
1222-1226-34-17000	Road and Bridge Pct. #2 - ...	14,501.08
1222-1227-34-17000	Road and Bridge Pct. #3 - ...	2,506.11
1222-1228-34-16200	Road and Bridge Pct. #4 - ...	502.00
1222-1228-34-17000	Road and Bridge Pct. #4 - ...	5,728.56
1444-4444-30-12130	A/P Retirement	79,791.89
1444-4444-31-12070	A/P Insurance	3,824.06

Account Summary

Account Number	Account Name	Expense Amount
1727-1111-31-16000	Law Library - Expenses	164.00
1732-1210-31-16000	DWI Program Fund - Expe...	1,404.85
1736-1111-30-17130	2019 C.O. - Expenditures	840.00
1812-0002-30-18001	Hail Damage Vehicles - Au...	3,498.25
2666-1075-31-26100	Border Prosecution Unit 2...	509.00
2666-1075-31-26360	Border Prosecution Unit 2...	138.56
2666-1076-33-26220	HIDTA Amistad intell 2020..	144.99
2666-1079-33-26170	Stonegarden 2019 32553...	136,025.54
2666-1081-35-26279	Veterans Assistance - Clie...	550.00
2666-1081-35-26280	Veterans Assistance - Oth...	450.91
2666-1083-31-26170	DWI 3527803 - Contractua...	9,463.50
2666-1083-31-26360	DWI 3527803 - Supplies &...	86.14
3555-3900-00-16000	District Clerk Court Costs -...	12,540.45
3666-3900-00-16000	County Clerk Court Costs -...	26,887.83
3999-3900-00-16000	JP #1-4 Court Costs - Exp...	27,125.83
Grand Total:		1,271,221.21

Project Account Summary

Project Account Key	Expense Amount
None	1,271,221.21
Grand Total:	1,271,221.21

State of Texas

§

County of Val Verde

§

§

Order for Disbursement of Salaries and Expenses

Texas Local Government Code 113.047, provides that county funds previously budgeted for salaries and authorized expenses may be disbursed as payment for a salary or routine expenses.

Whereas, the Commissioners Court of Val Verde County wishes to implement the provisions of this Act; now

It is hereby Ordered as follows:

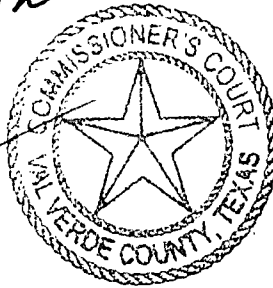
1. County funds previously budgeted for salaries for officers and employees shall be disbursed by the county payroll officer upon submission of all necessary payroll information by the appropriate department head or supervisor;

Adopted this 16 day of MARCH 2021 by a vote of 5 ayes and 0 nays.

Attest:

Generosa G. Ramon
Generosa G. Ramon County Clerk

Lewis G. Owens
Lewis G. Owens County Judge



Martin Wardlaw
Martin Wardlaw Commissioner

Precinct One

Juan C. Vazquez
Juan C. Vazquez Commissioner

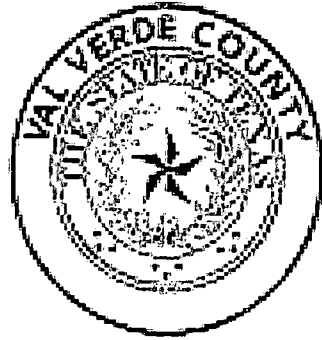
Precinct Two

Robert L. Nettleton
Robert L. Nettleton Commissioner

Precinct Three

Gustavo Flores
Gustavo Flores Commissioner

Precinct Four



TREASURER'S REPORT

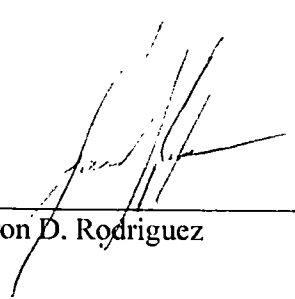
FEBRUARY 2021

AARON D. RODRIGUEZ

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

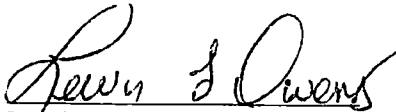
ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of FEBRUARY 2021.



Aaron D. Rodriguez

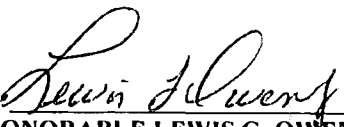
Approved: Examined and approved in open Commissioners Court, this 14th day of March, 2021.

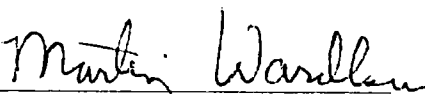


Lewis G. Owens, Jr., County Judge

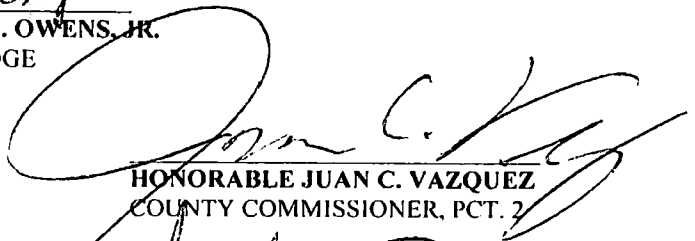
VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

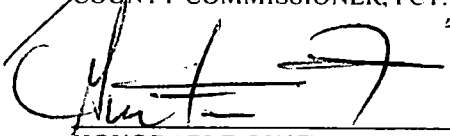
IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify March 16th, 2021 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for **FEBRUARY 2021**, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 16th day of March, 2021.


HONORABLE LEWIS G. OWENS, JR.
COUNTY JUDGE

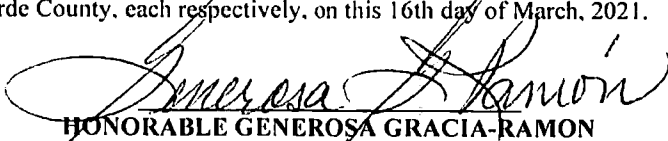

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE JUAN C. VAZQUEZ
COUNTY COMMISSIONER, PCT. 2


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by LEWIS G. OWENS, JR., County Judge and County Commissioners of Val Verde County, each respectively, on this 16th day of March, 2021.


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





Val Verde County, TX

Detail Report
Account Summary
Date Range: 02/01/2021 - 02/28/2021

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
1111-1111-00-11020	Cash - Del Rio Bank & Trust Westexan	7,462,540.95	981,475.43	8,064,808.74	7,083,333.31	8,444,016.38
1111-1111-00-11031	Cash - Texpool	11.08	0.00	0.00	0.00	11.08
1111-1111-00-11241	Cash - Texas Class	3,130,478.45	125.37	125.37	0.00	3,130,603.82
	Total Fund: 1111 - General Fund:	10,593,030.48	981,600.80	8,064,934.11	7,083,333.31	11,574,631.28
Fund: 1133 - SL 179						
1133-1111-00-11160	Cash - SL79	76,051.72	0.58	0.58	0.00	76,052.30
	Total Fund: 1133 - SL 179:	76,051.72	0.58	0.58	0.00	76,052.30
Fund: 1134 - Library Construction						
1134-1111-00-21115	Cash - Library Construction	169,618.60	-11,433.00	0.00	11,433.00	158,185.60
	Total Fund: 1134 - Library Construction:	169,618.60	-11,433.00	0.00	11,433.00	158,185.60
Fund: 1177 - Tax Note 2013						
1177-1111-00-11000	Cash - 2013 Tax Note	0.10	0.00	0.00	0.00	0.10
	Total Fund: 1177 - Tax Note 2013:	0.10	0.00	0.00	0.00	0.10
Fund: 1178 - Tax Note 2016						
1178-1111-00-11000	Cash - 2016 Tax Note	212,867.73	-48,914.64	1.54	48,916.18	163,953.09
	Total Fund: 1178 - Tax Note 2016:	212,867.73	-48,914.64	1.54	48,916.18	163,953.09
Fund: 1222 - Balance Road & Bridge						
1222-1111-00-11241	Cash - Texas Class	2,342.16	0.04	0.04	0.00	2,342.20
1222-2222-00-11120	Cash - Road & Bridge Fund - Texas Community Bank	35,921.04	192,792.83	404,111.23	211,318.40	228,713.87
	Total Fund: 1222 - Balance Road & Bridge:	38,263.20	192,792.87	404,111.27	211,318.40	231,056.07
Fund: 1333 - Interest & Sinking						
1333-3333-00-11031	Cash - Interest & Sinking Fund Texpool	103,902.52	3.44	3.44	0.00	103,905.96
1333-3333-00-11070	Cash - Interest & Sinking Fund Bank & Trust	15,740.89	1.82	1.82	0.00	15,742.71
1333-3333-00-11071	Cash - Interest and Sinking Bank Trust Money M	0.00	0.00	0.00	0.00	0.00
1333-3333-00-11080	Cash - Interest & Sinking Fund Texas Community	575,537.46	-107,931.42	186,385.83	294,317.25	467,606.04
1333-3333-00-11200	Cash - Interest & Sinking Fund CD	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	695,180.87	-107,926.16	186,391.09	294,317.25	587,254.71
Fund: 1444 - Payroll Clearing County						
1444-4444-00-11110	Cash - Payroll Clearing Bank & Trust	584,905.40	534,763.73	1,587,204.91	1,052,441.18	1,119,669.13
	Total Fund: 1444 - Payroll Clearing County:	584,905.40	534,763.73	1,587,204.91	1,052,441.18	1,119,669.13
Fund: 2666 - Grants						
2666-6666-00-21000	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21010	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21015	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00

Detail Report

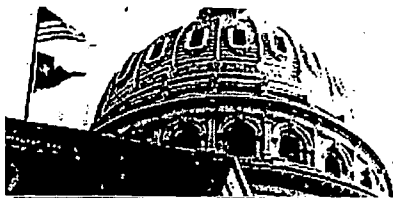
Date Range: 02/01/2021 - 02/28/2021

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666 6666 00 21020	Cash - Help America Vote Act	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21030	Cash - HIDTA Amistad Intell 2017	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21040	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21050	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21060	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21070	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21080	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21090	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21100	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21110	Cash - Indigent Defense Grant	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21120	Cash - Local Border Security 2995203	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21130	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21131	Cash - Local Border Security 2015	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21132	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21134	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21136	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21137	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21138	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
2666 6666 00 21140	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21150	Cash - Office of Justice Bullet Proof Vest	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21160	Cash - Southwest Border Prosecution Initiative	0.50	0.00	0.00	0.00	0.50
2666 6666 00 21170	Cash - Stonegarden 2016	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21180	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21190	Cash - Border Prosecution 2537707	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21191	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21192	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21200	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21210	Cash - TCDBG #7219085	-3,780.00	3,780.00	3,780.00	0.00	0.00
2666 6666 00 21215	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21220	Cash - T.C.D.B.G. #713076	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21230	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21240	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21250	Cash - TCDBG #7220479	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21253	Cash - DWI/Drug Court	-33.32	0.00	0.00	0.00	-33.32
2666 6666 00 21254	Cash -T.C.D.B.G. #7215499	0.40	0.00	0.00	0.00	0.40
2666 6666 00 21260	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21270	Cash - Texas Depart of Transportation Frontera Road	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21280	Cash - Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21290	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21296	Cash -Tx Dept Trans Infrastructure	0.00	0.00	0.00	0.00	0.00
2666 6666 00 21298	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
2666 6666 00 21300	Cash - Non Reportable Grants	24,441.06	7.87	11,351.73	11,343.86	24,448.93
2666 6666 00 21310	Cash - Texas A & M Forest Service	0.00	-6,570.00	0.00	6,570.00	-6,570.00

Detail Report		Date Range: 02/01/2021 - 02/28/2021					
Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance	
2566-6666-00-21311	Cash - T.C.D.B.G #7216075	0.00	0.00	0.00	0.00	0.00	
2666-6666-00-21312	Cash - NIBRS 3200601	0.00	0.00	0.00	0.00	0.00	
Total Fund: 2666 - Grants:		1,872,628.67	-2,782.13	15,131.73	17,913.86	1,869,846.54	
Fund: 4121 - Val Verde County Auditors Special Account							
4121-1400-00-41000	Cash - County Auditor Special Account	22,402.97	-6,823.24	10,745.46	17,568.70	15,579.73	
Total Fund: 4121 - Val Verde County Auditors Special Account:		22,402.97	-6,823.24	10,745.46	17,568.70	15,579.73	
Grand Totals:		14,264,949.74	1,531,278.81	10,268,520.69	8,737,241.88	15,796,228.55	

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	10,593,030.48	981,600.80	8,064,934.11	7,083,333.31	11,574,631.28
1133 - SL 179	76,051.72	0.58	0.58	0.00	76,052.30
1134 - Library Construction	169,618.60	-11,433.00	0.00	11,433.00	158,185.60
1177 - Tax Note 2013	0.10	0.00	0.00	0.00	0.10
1178 - Tax Note 2016	212,867.73	-48,914.64	1.54	48,916.18	163,953.09
1222 - Balance Road & Bridge	38,263.20	192,792.87	404,111.27	211,318.40	231,056.07
1333 - Interest & Sinking	695,180.87	-107,926.16	186,391.09	294,317.25	587,254.71
1444 - Payroll Clearing County	584,905.40	534,763.73	1,587,204.91	1,052,441.18	1,119,669.13
2666 - Grants	1,872,628.67	-2,782.13	15,131.73	17,913.86	1,869,846.54
4121 - Val Verde County Auditors Special	22,402.97	-6,823.24	10,745.46	17,568.70	15,579.73
Grand Total:	14,264,949.74	1,531,278.81	10,268,520.69	8,737,241.88	15,796,228.55



Welcome to TexConnect



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

Pool Information

Location: 78328
Val Verde County

TexPool

Average Daily Net Yield for February	0.0431%
Average Dividend Factor for February	0.000001180

Information as of

March 3, 2021

Daily Net Yield	0.0334%
Dividend Factor	0.000000914
7 Day Net Yield	0.02%
Daily Assets	\$28,248,180,030.65
Weighted Average Maturity	30 days
Weighted Average Life	85 days
NAV	1.00015

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

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

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

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

ACCOUNT HISTORY REPORT

Location: 78328
Acct Nbr: 2331000001
Acct Name: GENERAL FUND #1
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$11.08
MONTHLY INTEREST	10/31/20	10/31/20	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST	11/30/20	11/30/20	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST	12/31/20	12/31/20	\$0.00	\$0.00		\$11.08
MONTHLY INTEREST	01/31/21	01/31/21	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST	02/28/21	02/28/21	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location: 78328
Acct Nbr: 2331000002
Acct Name: GENERAL FUND #2
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$63,130.20
MONTHLY INTEREST	10/31/20	10/31/20	\$122.99	\$2,179,180.26	\$ 2,183,459.27	\$58,979.26
MONTHLY INTEREST	11/30/20	11/30/20	\$150.73	\$2,247,300.72	\$ 2,231,510.27	\$74,920.44
MONTHLY INTEREST	12/31/20	12/31/20	\$11.50	\$2,365,674.00	\$ 2,439,867.82	\$738.12
MONTHLY INTEREST	01/31/21	01/31/21	\$0.00	\$0.00	\$ -	\$738.12
MONTHLY INTEREST	02/28/21	02/28/21	\$0.00	\$0.00	\$ -	\$738.12
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location: 78328
 Acct Nbr: 2331000003
 Acct Name: ROAD & BRIDGE FUND
 Name: VAL VERDE COUNTY
 Pool Name: TEXPOOL
 Pool Nbr: 449

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$143.93
MONTHLY INTEREST	10/31/20	10/31/20	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	11/30/20	11/30/20	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	12/31/20	12/31/20	\$0.00	\$0.00		\$143.93
MONTHLY INTEREST	01/31/21	01/31/21	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	02/28/21	02/28/21	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location: 78328
 Acct Nbr: 2331000004
 Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND
 Name: VAL VERDE COUNTY
 Pool Name: TEXPOOL
 Pool Nbr: 449

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$278,856.67
MONTHLY INTEREST	10/31/20	10/31/20	\$20.33	\$0.00	\$ 175,000.00	\$103,877.00
MONTHLY INTEREST	11/30/20	11/30/20	\$10.52	\$0.00	\$ -	\$103,887.52
MONTHLY INTEREST	12/31/20	12/31/20	\$8.02	\$0.00		\$103,895.54
MONTHLY INTEREST	01/31/21	01/31/21	\$6.98	\$0.00	\$ -	\$103,902.52
MONTHLY INTEREST	02/28/21	02/28/21	\$3.44	\$0.00	\$ -	\$103,905.96
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location:
Acct Nbr: TX-01-0794-4001
Acct Name: GENERAL FUND
Name: VAL VERDE COUNTY
Pool Name: TEXAS CLASS
Pool Nbr:

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$5,129,344.94
MONTHLY INTEREST	10/31/20	10/31/20	\$389.88		\$ 2,000,000.00	\$3,129,734.82
MONTHLY INTEREST	11/30/20	11/30/20	\$307.26		\$ -	\$3,130,042.08
MONTHLY INTEREST	12/31/20	12/31/20	\$232.13		\$ -	\$3,130,274.21
MONTHLY INTEREST	01/31/21	01/31/21	\$204.24			\$3,130,478.45
MONTHLY INTEREST	02/28/21	02/28/21	\$125.37	\$0.00	\$ -	\$3,130,603.82
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location:
Acct Nbr: TX-01-0794-4002
Acct Name: ROAD & BRIDGE
Name: VAL VERDE COUNTY
Pool Name: TEXAS CLASS
Pool Nbr:

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$2,341.19
MONTHLY INTEREST	10/31/20	10/31/20	\$0.28	\$0.00	\$ -	\$2,341.47
MONTHLY INTEREST	11/30/20	11/30/20	\$0.26			\$2,341.73
MONTHLY INTEREST	12/31/20	12/31/20	\$0.26		\$ -	\$2,341.99
MONTHLY INTEREST	01/31/21	01/31/21	\$0.17			\$2,342.16
MONTHLY INTEREST	02/28/21	02/28/21	\$0.04	\$0.00	\$ -	\$2,342.20
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location:
Acct Nbr: TX-01-0794-4003
Acct Name: INTEREST & SINKING
Name: VAL VERDE COUNTY
Pool Name: TEXAS CLASS
Pool Nbr:

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$0.00
MONTHLY INTEREST	10/31/20	10/31/20	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST	11/30/20	11/30/20	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST	12/31/20	12/31/20	\$0.00		\$ -	\$0.00
MONTHLY INTEREST	01/31/21	01/31/21	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST	02/28/21	02/28/21	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST						
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MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

RESOLUTION

A RESOLUTION BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court (the *Commissioners Court*) of Val Verde County, Texas (the *County*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$4,385,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain of the net revenues derived from the operation of the County's Library System. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064 and Section 1473.002, as amended, Texas Government Code; and

WHEREAS, prior to the offering, sale, and issuance of the Certificates, the appropriate officials of the County must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the County must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the County contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the County that would adversely affect the issuance of the Certificates or the County's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the Commissioners Court will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the County and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to

comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the Commissioners Court authorizes the County Judge, County Auditor, County Clerk, and County Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the County to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the Commissioners Court is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the County, and if the County maintains an internet website, publish such notice of intent on the County's internet website, such notice stating (i) the time and place the Commissioners Court tentatively proposes to pass the order authorizing the issuance of the Certificates, (ii) the purposes for which the Certificates are to be issued, (iii) the manner in which the Commissioners Court proposes to pay the Certificates; (iv) the then-current principal amount of all outstanding ad valorem debt obligations of the County; (v) the then-current combined principal and interest required to pay all outstanding ad valorem debt obligations of the County on time and in full, which may be based on the County's expectations relative to the interest due on any variable rate ad valorem debt obligations; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (viii) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the Commissioners Court hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the County should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the Commissioners Court hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the County; now, therefore,

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

SECTION 1. The County Clerk is hereby authorized and directed to cause notice to be published of the Commissioners Court's intention to issue the Certificates in an amount not to exceed \$4,385,000 for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and are additionally secured by a lien on and

pledge of certain revenues derived from the operation of the County's Library System. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The County Clerk shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the County, once a week for two consecutive weeks, the date of the first publication shall be at least forty-six (46) days prior to the date stated therein for passage of the order authorizing the issuance of the Certificates.

SECTION 3. The County Judge, County Auditor, County Clerk, and County Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 5. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Resolution would have been enacted without such invalid provision.

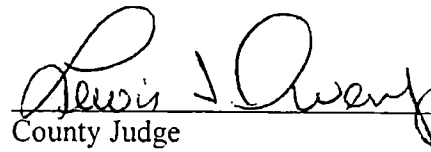
SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

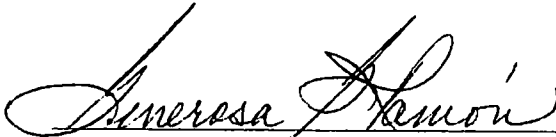
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PASSED AND APPROVED, this the 16th day of March, 2021.

VAL VERDE COUNTY, TEXAS


County Judge

ATTEST:


County Clerk and Ex-Officio
Clerk of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

Exhibit A

NOTICE OF INTENTION TO ISSUE
VAL VERDE COUNTY, TEXAS
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the Commissioners Court (the *Court*) of Val Verde County, Texas (the *County*), shall convene at 9:00 o'clock A.M. on the 12th day of May, 2021, at its regular meeting place in Val Verde County Courthouse, and, during such meeting, the Court will consider the passage of an order authorizing the issuance of certificates of obligation (the *Certificates*) in an amount not to exceed \$4,385,000 for the purpose or purposes of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain revenues derived by the County from the operation of the County's Library System. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Section 1473.002, as amended, Texas Government Code. In accordance with Section 271.049, as amended, Texas Local Government Code, (i) the current principal amount of all of the County outstanding public securities secured by and payable from ad valorem taxes is \$21,250,000.00; (ii) the current combined principal and interest required to pay all of the County's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$23,677,011.75; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$5,516,570.14; (iv) the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the Certificates to be authorized is August 15, 2041. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Section 1473.002, as amended, Texas Government Code.

/s/ Generosa Gracia-Ramon
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Val Verde County,
Texas

THE STATE OF TEXAS §
COUNTY OF VAL VERDE §

1. The Commissioners Court (the *Court*) of Val Verde County, Texas (the *County*), convened on the 16th day of March, 2021 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

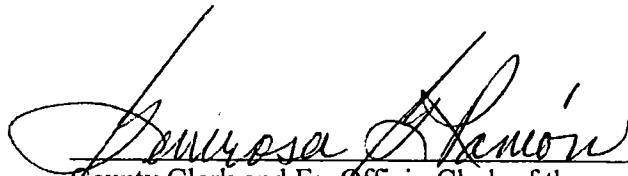
and all of such persons were present at the Meeting, except the following: COMM GUS FLORES, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner NETTLETON that the Resolution be passed and adopted. The motion was seconded by Commissioner WARDLAW and carried by the following vote:

all as shown in the official Minutes of the Court for the Meeting.

101833173.3

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 16th day of March, 2021.


County Clerk and Ex-Officio Clerk of the
Commissioners Court of Val Verde County, Texas
GENEROSA GRACIA RAMON



(SEAL OF COMMISSIONERS COURT)

AN ORDER BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2021", LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE COUNTY'S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code (the *Act*), the Commissioners Court (the *Governing Body* or *Commissioners Court*) of Val Verde County, Texas (the *Issuer* or the *County*) is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred (i) for the construction of any public works, (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the Issuer's authorized needs and purposes, and (iii) for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, auditors, mapmakers, financial advisors, and fiscal agents; and

WHEREAS, in accordance with the provisions of the Act, the County Auditor of the Issuer has recommended and the Commissioners Court hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for the purpose of providing funds for (i) purchasing equipment for road maintenance and equipment vehicles for law enforcement, and (ii) paying professional services relating to the aforementioned projects and relating to the issuance of the Obligations (hereinafter defined); and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Local Government Code the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of anticipation notes is in the best interests of the residents of the Issuer, now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation anticipation notes of the Issuer shall be and are hereby authorized to be issued in the

aggregate principal amount of THREE MILLION NINE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$3,965,000), to be designated and bear the title of “VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2021” (the *Obligations*), for the purpose of providing funds to finance the costs of paying contractual obligations to be incurred for Obligations are being issued pursuant to the Order for the purpose of providing funds for (i) purchasing equipment for road maintenance and equipment vehicles for law enforcement, and (ii) paying professional services relating to the aforementioned projects and relating to the issuance of the Obligations; all in conformity with the laws of the State of Texas, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code and this order finally adopted by the Commissioners Court on March 17, 2021.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Dated Date. The Obligations shall be issued as fully registered obligations, without coupons, shall be dated April 1, 2021 (the *Dated Date*) and shall be in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof (within a Stated Maturity), shall be lettered “R- ” and numbered consecutively from One (1) upward and principal shall become due and payable on February 15 in each of the years and in amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about April 7, 2021), or from the most recent Interest Payment Date (hereinafter defined), to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding (hereinafter defined), in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
2022	515,000	1.700
2023	550,000	1.700
2024	560,000	1.700
2025	570,000	1.700
2026	580,000	1.700
2027	590,000	1.700
2028	600,000	1.700

The Obligations shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about April 7, 2021), or from the most recent Interest Payment Date to which interest has been paid or duly provided for to Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Obligations shall be payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing February 15, 2022.

SECTION 3: Payment of Obligations - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Obligations shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Obligations.

The selection and appointment of First National Bank Texas, Killeen, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Obligations is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Obligations, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Obligations are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Obligations by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, or otherwise, shall be payable only to the registered owner of the Obligations appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Obligations, (ii) on the date of surrender of the Obligations for purposes of receiving payment of principal thereof at the Obligations' Stated Maturity, and (iii) on any date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of an Obligation for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Obligations shall be payable only upon presentation and surrender of the Obligations to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Obligations shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Obligations (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Obligations shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions

in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Obligations was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of an Obligation appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. The Obligations are not subject to redemption prior to Stated Maturity.

SECTION 5: Execution - Registration. The Obligations shall be executed on behalf of the Issuer by the County Judge under the seal of the Commissioners Court reproduced or impressed thereon, countersigned by the County Clerk or Deputy County Clerk, and registered by the County Treasurer or Assistant County Treasurer. The signature of any of said officers on the Obligations may be manual or facsimile. Obligations bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Obligations to the Purchasers (hereinafter defined) and with respect to Obligations delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Obligation shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Obligation either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Obligation shall be conclusive evidence, and the only evidence, that such Obligation has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Obligations - Predecessor Obligations. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Obligations, or, if appropriate, the nominee thereof. Any Obligation may, in accordance with its terms and the terms hereof, be transferred or exchanged for Obligations of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Obligation to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Obligation at the corporate trust office of the Paying Agent/Registrar, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Obligations of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Obligation or Obligations surrendered for transfer.

At the option of the Holder, Obligations may be exchanged for other Obligations of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Obligations surrendered for exchange upon surrender of the Obligations to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Obligations are so surrendered for exchange, the Issuer shall execute, and the Paying Agent/Registrar shall register and deliver, the Obligations to the Holder requesting the exchange.

All Obligations issued upon any transfer or exchange of Obligations shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Obligations surrendered upon such transfer or exchange.

All transfers or exchanges of Obligations pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Obligations canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Obligations, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Obligation or Obligations registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Obligations shall include any Obligation registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Obligation which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Obligation.

SECTION 7: Initial Obligation. The Obligations herein authorized shall be initially issued as a fully registered Obligation in the total principal amount of \$3,965,000 with principal installments to become due and payable as provided in Section 2 and numbered T-1 (the *Initial Obligation*), and the Initial Obligation shall be registered in the name of the Purchasers or the designee thereof. The Initial Obligation shall be the Obligations submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas. At any time after the delivery of the Initial Obligation to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or their designee, shall cancel the Initial Obligation delivered hereunder and exchange therefor definitive Obligations of like kind and of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holders named and at the addresses identified therefor; all in accordance with and pursuant to such

written instructions from the Purchasers, or their designee, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: FORMS.

A. Forms Generally. The Obligations, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Obligations shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Obligations, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Obligations as evidenced by their execution thereof. Any portion of the text of any Obligation may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Obligation.

The definitive Obligations shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Obligations as evidenced by their execution thereof, but the Initial Obligation submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

[The remainder of this page intentionally left blank.]

B. Form of Definitive Obligation.

REGISTERED

NO. _____

REGISTERED
PRINCIPAL AMOUNT

\$ _____

United States of America
State of Texas
VAL VERDE COUNTY, TEXAS
TAX NOTES, SERIES 2021

Dated Date
April 1, 2021

Interest Rate:

Stated Maturity:

CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

Val Verde County, Texas (the *Issuer* or the *County*), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about April 7, 2021), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing February 15, 2022.

Principal and premium, if any, on this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Obligation (or one or more Predecessor Obligations, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each interest payment date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Obligation is one of the series specified in its title issued in the aggregate principal amount of \$3,965,000 (the *Obligations*) pursuant to an order adopted by the Commissioners Court of the Issuer (the *Order*), for the purpose of providing funds to finance the costs of paying contractual obligations to be incurred for (i) purchasing equipment for road maintenance and equipment vehicles for law enforcement, and (ii) paying professional services relating to the aforementioned projects and relating to the issuance of the Obligations.

As provided in the Order, the Obligations are not subject to redemption prior to Stated Maturity.

The Obligations of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the Issuer within the limitations prescribed by law.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Obligations; the terms and conditions relating to the transfer or exchange of the Obligations; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Obligation may be discharged at the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Obligation, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Obligations of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Obligation as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Obligations is duly authorized by law, that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Obligation in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Order, and that issuance of the Obligations does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Obligations by the levy of a tax as aforesated. In case any provision in this Obligation or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Obligation and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Commissioners Court of the Issuer has caused this
Obligation to be duly executed under its official seal of its Commissioners Court.

VAL VERDE COUNTY, TEXAS

By: *Lewin G. Owen*
County Judge

COUNTERSIGNED:

Lanessa Harmon
County Clerk and Ex-Officio Clerk of the
Commissioners Court

REGISTERED:

[Signature]
County Treasurer



(SEAL OF THE COMMISSIONERS COURT)

[The remainder of this page intentionally left blank.]

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Obligation Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

THE STATE OF TEXAS

§
§
§
§

REGISTER NO. _____

I HEREBY CERTIFY that this Obligation has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do not print on definitive Obligations.

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Obligations Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Obligation has been duly issued under the provisions of the within-mentioned Order; the Obligation or Obligations of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

First National Bank Texas, Paying
Agent/Registrar

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Obligation on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Obligation in every particular.

Signature guaranteed:

F. The Initial Obligation shall be in the respective forms set forth in paragraph B of this Section, except that the form of a single fully registered Initial Obligation shall be modified as follows:

- (i) immediately under the name of the Obligation(s) the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

Val Verde County, Texas (the *Issuer* or the *County*), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on fifteenth day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
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(Information to be inserted from schedule in Section 2 hereof).

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about April 7, 2021), or from the most recent Interest Payment Date (hereinafter

defined) to which interest has been paid or duly provided for, at Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing February 15, 2022.

Principal, and premium if any, of this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender to Stated Maturity, while Outstanding (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document his payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office of First National Bank Texas, Killeen, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Obligation whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Obligations, the Definitive Obligations and the Initial Obligation shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 36 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the County Judge, County Treasurer, County Clerk, and/or the County Auditor.

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Obligation in exchange for the payment in full by the Purchasers.

C. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear

interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

D. The term *Depository* shall mean an official depository bank of the Issuer.

E. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Obligations.

F. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Obligation.

G. The term *Interest Payment Date* shall mean the date interest is payable on the Obligations, being February 15 and August 15 of each year, commencing February 15, 2022, while any of the Obligations remain Outstanding.

H. The term *Issuer* shall mean Val Verde County, Texas, and, where appropriate, the Commissioners Court of the Issuer.

I. The term *Obligation Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Order.

J. The term *Obligations* shall mean the \$3,965,000 "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2021" authorized by this Order.

K. The term *Order* shall mean this order finally adopted by the Commissioners Court of the Issuer on March 17, 2021.

L. The term *Outstanding* when used in this Order with respect to Obligations shall mean, as of the date of determination, all Obligations issued and delivered under this Order, except:

(1) those Obligations canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Obligations for which payment has been duly provided by the Issuer in accordance with the provisions of Section 21 of this Order; and

(3) those Obligations that have been mutilated, destroyed, lost, or stolen and replacement Obligations have been registered and delivered in lieu thereof as provided in Section 17 of this Order.

M. The term *Purchasers* shall mean the initial purchasers of the Obligations named in Section 18 of this Order.

N. The term *Stated Maturity* shall mean the annual principal payments of the Obligations payable on February 15 of each year, as set forth in Section 2 of this Order.

SECTION 10: Obligation Fund - Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, and retirement of the Obligations, there shall be and is hereby created a special Fund to be designated "TAX NOTES SERIES 2021 INTEREST AND SINKING FUND" (the *Obligation Fund*), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Obligation Fund sufficient to pay the principal of, premium, if any, and interest on the Obligations as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Obligation Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Obligations, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Obligations.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund or account established or described by this Order, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments in the Obligation Fund shall be made in such a manner that the money required to be expended from the Obligation Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund or account established or described pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund or account. All such investments shall be sold promptly when necessary to prevent any default in connection with the Obligations.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Obligations being (i) the interest on the Obligations and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Obligations or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Obligation Fund and are thereafter pledged to the payment of the Obligations. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

SECTION 12: Deposits to Obligation Fund - Surplus Obligation Proceeds. The Issuer hereby covenants and agrees to cause to be deposited in the Obligation Fund prior to a principal and interest payment date for the Obligations, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Obligations as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Obligations shall be deposited to the Obligation Fund. In addition, any surplus proceeds from the sale of the Obligations, including investment income thereon, not expended for authorized purposes shall be deposited in the Obligation Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Security of Funds. All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

SECTION 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Obligation Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may

be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16: Cancellation. All Obligations surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Obligations previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Obligations held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 17: Mutilated, Destroyed, Lost, and Stolen Obligations. If (1) any mutilated Obligation is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Obligation has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Obligation, pay such Obligation.

Upon the issuance of any new Obligation or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Obligation shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Obligations.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Obligations.

SECTION 18: Sale of Obligations – Approval of Purchase Contract – Use of Proceeds.
The Obligations authorized by this Order are hereby sold by the Issuer to First National Bank Texas, Killeen, Texas (the *Purchasers*, and having all the rights, benefits, and obligations of a Holder) in accordance with the provisions of a Purchase and Investment Letter dated March 16, 2021 (the *Purchase Contract*) attached hereto as Exhibit B and incorporated hereby by reference as a part of this Order for all purposes. The Initial Obligation shall be registered in the name of First National Bank Texas. The pricing and terms of the sale of the Obligations are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge and/or County Clerk are hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of the Commissioners Court, and in regard to the approval and execution of the Purchase Contract, the Commissioners Court hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Obligations to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Obligations shall be applied as follows:

- (1) Accrued interest, if any, received from the Purchasers shall be deposited into the Obligation Fund.
- (2) The balance of the proceeds derived from the sale of the Obligations (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be acquired or constructed with the proceeds of the Obligations. This special account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Obligations pending completion of construction or acquisition of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Order.

SECTION 19: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date shall mean the date of physical delivery of the Initial Obligation in exchange for the payment in full by the Purchasers.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Obligations.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Obligations are invested and which is not acquired to carry out the governmental purposes of the Obligations.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Obligations. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Obligations has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Obligation to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized

in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Obligation, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Obligations:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Obligations, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Obligations or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Obligations to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Obligations to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Obligations directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Obligations.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any

action which would cause the Obligations to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Obligation is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Obligations with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Obligations until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Obligations by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Obligation Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Obligations equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Obligations, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Obligations not been relevant to either party.

J. Obligations Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Obligations within three years after such Obligations are issued.

(2) Not more than 50% of the proceeds of the Obligations will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The Issuer hereby directs and authorizes any Authorized Official and Bond Counsel, either individually or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Obligations. Such elections shall be deemed to be made on the Closing Date.

SECTION 20: Control and Custody of Obligations. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Obligations pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Obligations to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Obligations, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the Issuer's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Obligation to the Purchasers and the initial exchange thereof for definitive Obligations.

SECTION 21: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Obligations, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Obligations, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Obligations or the principal amount(s) thereof at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying

Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Obligations, or the principal amount(s) thereof, at the Stated Maturity thereof. In the event of a defeasance of the Obligations, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, and interest due on any defeased Obligations. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Obligations to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Obligations, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Obligations and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Obligations, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Obligations is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Austin, Texas, as Bond Counsel, approving certain legal matters as to the Obligations, this opinion to be dated and delivered as of the date of initial delivery and payment for such Obligations. Printing of a true and correct copy of this opinion on the reverse side of each of the Obligations, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk of the Issuer is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Obligations shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Obligations.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Order a Contract - Amendments - Outstanding Obligations. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Obligations. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer and its successors and assigns, and shall not be amended or repealed by the Issuer so long as any Obligation remains Outstanding except

as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Obligations then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Obligations, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, or interest on the Obligations, reduce the principal amount thereof, the redemption price thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Obligations, (2) give any preference to any Obligation over any other Obligation, or (3) reduce the aggregate principal amount of Obligations required for consent to any such amendment, addition, or rescission.

SECTION 26: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, Paying Agent/Registrar, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders.

SECTION 27: Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 28: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 30: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 32: Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Obligations. A copy of the Paying Agent/Registrar Agreement

is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Order.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is finally adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Obligation or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Obligation.

SECTION 36: Continuing Disclosure Undertaking.

Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

The Obligations are being sold pursuant to a private placement with the Purchasers, generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Obligations. Accordingly, no contract to provide continuing disclosure information after the issuance of the Obligations has been made by the Issuer with investors.

SECTION 37: Book-Entry Only System.

The Obligations may initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Obligations shall be issued (following cancellation of the Initial Obligation described in Section 7) in the form of a separate single definitive Obligation. Upon issuance, the ownership of each such Obligation shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Obligations shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Obligations registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Obligations from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Obligations (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Obligations, as shown on the Security Register, of any notice with respect to the Obligations, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of an Obligation, of any amount with respect to principal of, premium, if any, or interest on the Obligations. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Obligation pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Obligations that they be able to obtain certificated Obligations, the Issuer shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Obligations shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Obligations shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Obligations may be registered in whatever name or names the Holders of Obligations transferring or exchanging the Obligations shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Obligation is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Obligation and all notices with respect to such Obligation shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 38: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Obligations, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Obligations, any Authorized Official and Bond

Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Obligations by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Accounting Reports. The Issuer shall provide annually to the Purchasers for so long as it is the holder of the Obligations, within 270 days after the end of each fiscal year ending in or after 2020, financial information and operating data with respect to the Issuer; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for the applicable fiscal year within 270 days after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchasers when and if the audit report on such statements become available.

SECTION 40: Contract with Financial Advisor. The Governing Body authorizes any Authorized Official, or their designee thereof, to take all actions necessary to execute any necessary financial advisory contract with Hilltop Securities Inc., as the financial advisor to the Issuer (the *Financial Advisor*). The Issuer understands that under applicable federal securities laws and regulations that the Issuer must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Obligations.

SECTION 41: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Representative, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Obligations; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Obligations.

SECTION 42: Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

INDEX TO EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	DTC Letter of Representations

101835926.5

Index-1

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. ____

101835926.5

A-1

EXHIBIT B

Purchase Contract

See Tab No. __

101835926.5

B-1

EXHIBIT C

DTC Letter of Representations

See Tab No. __

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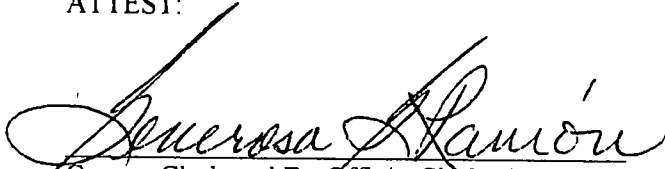
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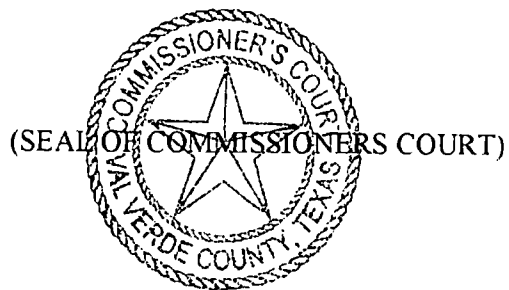
PASSED AND ADOPTED on the 16th day of March, 2021.

VAL VERDE COUNTY, TEXAS


County Judge

ATTEST:


County Clerk and Ex-Officio Clerk of
the Commissioners Court



FIRST NATIONAL BANK TEXAS
507 North Gray Street
Killeen, Texas 76541

March 16, 2021

Re: Val Verde County, Texas Tax Notes, Series 2021 (the *Obligations*)

Val Verde County, Texas
400 Pecan Street, 1st Floor
Del Rio, Texas 78840

Hilltop Securities Inc.
70 Northeast Loop 410, Suite 710
San Antonio, Texas 78216

Norton Rose Fulbright US LLP
111 West Houston Street, Suite 1800
San Antonio, Texas 78205

Ladies and Gentlemen:

We have agreed to purchase, and the Commissioners Court of Val Verde County, Texas (the *Issuer*) has agreed to sell to us the captioned Obligations scheduled to mature on February 15 in each of the years 2022 through 2028 at the purchase price of \$3,965,000, being the principal amount of the Obligations, and no accrued interest. Such Obligations will bear the terms, will not be subject to redemption prior to stated maturity, and will be secured as described in the Issuer's order (the *Order*) authorizing the Obligations adopted on March 16, 2021, all subject to receipt by you and by us of such opinions, certificates, and other documents as you or we may reasonably require to establish the validity and legality of the Obligations. In addition, as a condition precedent to our obligation to accept delivery and to pay for the Obligations, no event shall have occurred which in the reasonable opinion of the undersigned would materially adversely affect the fair market value of the Obligations.

We hereby represent and warrant that:

(1) we are (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933 or (ii) a state or national bank organized under the laws of the United States, and we have sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax-exempt municipal obligations, to be able to evaluate the economic risks and merits of the purchase of the Obligations;

(2) we have made our own inquiry and analysis with respect to the Obligations and the security therefor, and other material factors affecting the security and payment of the Obligations, and we have not relied upon any statement by you, your officers, directors, or employees, or your financial consultants or legal advisors in connection with such inquiry or analysis or in connection with the offer and sale of the Obligations;

(3) we have either been furnished with or have had access to all necessary information that we desire in order to enable us to make an informed decision concerning the purchase of the

101835929.4

Obligations, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the purpose for which the proceeds of the Obligations will be utilized, and the security therefor, so that we have been able to make an informed decision to purchase the Obligations;

(4) we are purchasing the Obligations for our own account, as evidence of a privately placed and negotiated bank loan to the Issuer, and not with a view to, and with no present intention of, selling, pledging, transferring, conveying, hypothecating, mortgaging, disposing, reoffering, distributing, or reselling the Obligations, or any part or interest thereof, except to persons who are able to and do confirm in writing to us and to you the representations contained in paragraphs (1) through (3) and this paragraph to the same extent as if such paragraphs referred to such persons;

(5) we further acknowledge that we are responsible for consulting with our advisors concerning any obligations, including, but not limited to, any obligations pursuant to federal and state securities and income tax laws, we may have with respect to subsequent purchasers of the Obligations if and when any such future disposition of the Obligations may occur;

(6) we understand that the Obligations (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state due to exemptions from registration provided for therein, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable;

(7) we understand that, with respect to the Obligations, the Issuer is not required to make any continuing disclosure pursuant to Rule 15c2-12(b) (the *Rule*) of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, because the Obligations are being sold pursuant to a private placement with the Purchasers (as defined in the Order), generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore the Rule is not applicable to the offering of the Obligations; provided, however, the Issuer, agrees to deliver to us its audited financial statements within 270 days of each fiscal year end;

(8) we hereby verify that we and our parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Purchase and Investment Letter is a contract for goods or services, will not boycott Israel during the term of this Purchase and Investment Letter. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. We understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with us and exists to make a profit;

(9) we represent that neither we nor any of our parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained

by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law and excludes us and each of our parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. We understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with us and exists to make a profit; and

(10) we understand and agree that the foregoing representations and warranties will be relied upon by Norton Rose Fulbright US LLP, as Bond Counsel to the Issuer, in rendering their opinion on the exemption of the Obligations from the registration requirements under existing federal and state securities laws.

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Very truly yours,

FIRST NATIONAL BANK TEXAS

By: _____

Name: _____

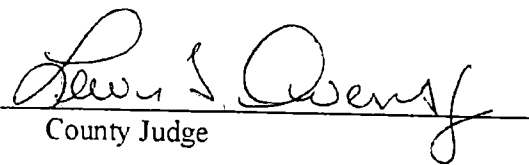
Title: _____

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- 4 -

AGREED TO AND ACCEPTED this 16th of March, 2021.

VAL VERDE COUNTY, TEXAS

By: 
Title: County Judge

RECEIPT

THE STATE OF TEXAS

§

COUNTY OF VAL VERDE

§

§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. This receipt is executed and delivered with respect to the "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2021", dated April 1, 2021, in the aggregate principal amount of \$3,965,000 (the *Obligations*). The issuer of the Obligations is the Commissioners Court of Val Verde County, Texas (the *Issuer*).

2. On the date shown hereof, the Obligations were delivered to the initial purchasers:

First National Bank Texas, Killeen, Texas
at a bank private placement

3. All of the Obligations have been paid for in full by the initial purchasers concurrently with the delivery of this receipt, and the Issuer has received the agreed purchase price for the Obligations, as follows:

Principal Amount	\$3,965,000.00
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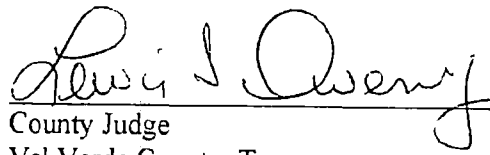
Total Amount Received	\$3,965,000.00
-----------------------------	----------------

4. The undersigned has executed this receipt in the capacity hereinafter shown for and on behalf of the Issuer.

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101836077.4

EXECUTED AND DELIVERED, this 16th day of MARCH 2021.


County Judge

Val Verde County, Texas

101836077.4

- 2 -

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§

COUNTY OF VAL VERDE

§

§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Val Verde County, Texas (the *County*), convened on the 16th day of March, 2021 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Lewis Owens	County Judge
Martin Wardlaw	Commissioner, Place 1
Juan Carlos Vazquez	Commissioner, Place 2
Robert Beau Nettleton	Commissioner, Place 3
Gustavo "Gus" Flores	Commissioner, Place 4

and all of such persons were present at the Meeting, except the following: COMM GUS FLORES, thus constituting a quorum. Among other business considered at the Meeting, the attached order (the *Order*) entitled:

AN ORDER BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2021", LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE COUNTY'S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner NETTLETON that the Order be passed and adopted. The motion was seconded by Commissioner VASQUEZ and carried by the following vote:

4 voted "For" 0 voted "Against" 0 "Abstained"

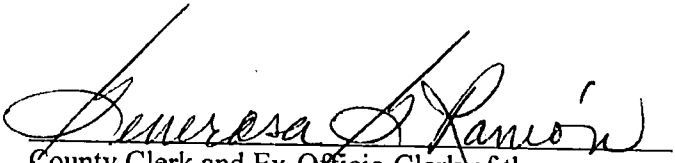
all as shown in the official Minutes of the Court for the Meeting.

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2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business was open to the public and written notice of said meeting, including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

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IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 16th day of March, 2021.


County Clerk and Ex-Officio Clerk of the
Commissioners Court of Val Verde County, Texas
GENEROSA GRACIA RAMON



Resolution

WHEREAS, The Val Verde County supports the adoption of Sul Ross State University into the Texas A&M University System as filed in the Texas Legislature as House Bill 2336; and

WHEREAS, The Sul Ross State University was founded in 1917 by the Legislature and named after Lawrence Sullivan Ross as Sul Ross Normal College as a school for; and

WHEREAS, through the years the Sul Ross State University in Alpine and the Sul Ross Rio Grande College campuses in Del Rio, Eagle Pass, and Uvalde have had declining enrollment rates.

WHEREAS, Texas A&M University Commerce in Commerce, Texas A&M University Kingsville in Kingsville, and West Texas A&M University in Canyon have all been former members of the Texas State University System and are successful universities under the Texas A&M University System; now, therefore, be it

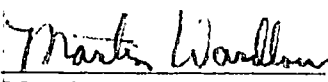
RESOLVED, That Val Verde County, hereby show its support for House Bill 2336 relating to the transfer of Sul Ross State University to the Texas A&M University System; and, be it further

RESOLVED, that an official copy of this resolution be submitted to the Texas Legislature as written testimony of support.

NOW, THEREFORE, BE IT RESOLVED THAT VAL VERDE COUNTY COMMISSIONERS COURT:

1. Support both House Bill 2336 and Senate Bill 522 which would move Sul Ross University from the Texas State System to the Texas A&M System.
2. Deliver an official copy of this resolution to the Texas Legislature.

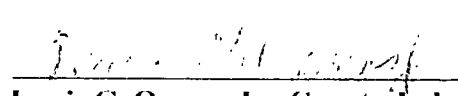
APPROVED AND ADOPT by the Val Verde County Commissioners Court on this 16th day of March, 2021.

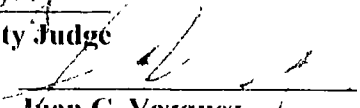

Martin Wardlaw
Commissioner, Pct. 1

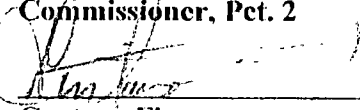

Robert Nettleton
Commissioner, Pct. 3

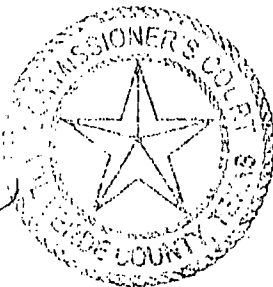
Attest:

Generosa Gracia-Ramon
Val Verde County Clerk


Lewis G. Owens, Jr., County Judge


Juan C. Vazquez,
Commissioner, Pct. 2


Gustavo Flores
Commissioner, Pct. 4



#19

American Red Cross Red Cross month March 2021

Proclamation

March is American Red Cross Month, a special time to recognize and thank volunteers - our Everyday Heroes - those who reach out to help their neighbors when they are in need.

American Red Cross heroes are on the front lines everyday even during a pandemic. They volunteer their time, enhance skills, give blood or provide financial donations to help those in need.

Over this past year, Red Cross has adapted our service delivery to protect the health and safety of our clients and volunteers. Our Disaster Assistance Volunteers have attended training to increase their technological skills to support this effort.

The Hill Country Chapter was Chartered in 1917, we would like to remember our heroes here who give to help people in need. They work tirelessly to help in time of disaster, when someone needs life-saving blood, or the comfort of a helping hand. They install free smoke alarms. They provide round-the-clock support to members of the military, veterans, and their families, and teach lifesaving classes in CPR, aquatics safety and first aid.

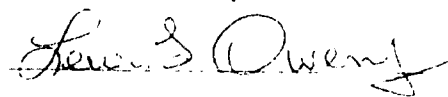
Across the country and around the world, the American Red Cross responded to hurricanes, tornadoes, floods, wildfires and wildfires.

When an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a hospital patient needed blood, American Red Cross blood donors helped them. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there.

We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money, and blood to fulfill its humanitarian mission.

Now, therefore, I, Lewis Owens, County Judge, Val Verde County do hereby proclaim March 2021 as American Red Cross Month. I encourage all citizens to support this organization and its noble humanitarian mission.

Signed this 16 day of March, 2021



Lewis Owens, County Judge

Val Verde, Texas



County of Val Verde

COUNTY JUDGE
LEWIS G. OWENS JR.
400 Pecan Street
Del Rio, TX 78840

Jacques Dubose, Executive Director
American Red Cross Hill Country Chapter
333 Earl Garrett Street
Kerrville, TX 78028

**VAL VERDE COUNTY'S RESOLUTION IN SUPPORT
OF SB 595 A BILL GRANTING VAL VERDE COUNTY THE AUTHORITY
TO DESIGNATE THE LOCATION OF WIND-POWERED ENERGY DEVICES**

WHEREAS, Val Verde County is home to Laughlin Air Force Base ("LAFB"), a military aviation facility that houses an elite pilot training program; and

WHEREAS, LAFB got its start in 1943 as Laughlin Army Airfield and was responsible for B-26 training for both pilots and crews; and

WHEREAS, during the Cold War era in 1951, while under Strategic Air Command, U2 spy planes that flew missions out of LAFB got some of the earliest photo surveillance of Soviet missile sites; and

WHEREAS, LAFB graduates more than 350 student pilots each year; and

WHEREAS, Val Verde County is situated on the US/Mexico border; and

WHEREAS, Wind Farm Development Project's propose a treat of encroach on LAFB's training grounds;

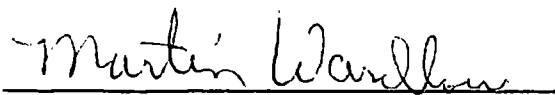
NOW, THEREFORE BE IT RESOLVED that the Val Verde County Commissioners Court, strongly urges the Texas Legislature to support SB 595 that grants Val Verde County the authority to designate the location of wind energy farms so that national security interests and the environment can be protected.

This Resolution shall become effective immediately upon passage by Val Verde County Commissioners Court.

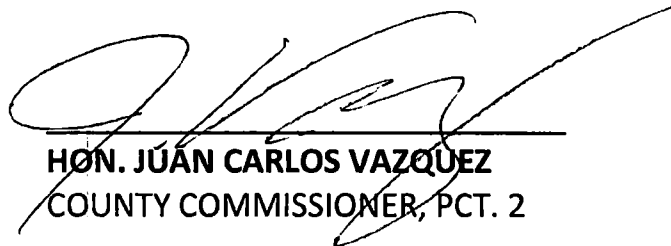
PASSED and APPROVED this 16th day of March, 2021.



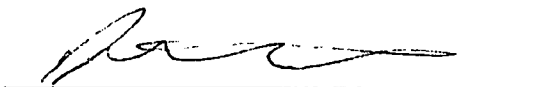
HON. LEWIS G. OWENS, JR.
VAL VERDE COUNTY JUDGE



HON. MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1



HON. JUAN CARLOS VAZQUEZ
COUNTY COMMISSIONER, PCT. 2

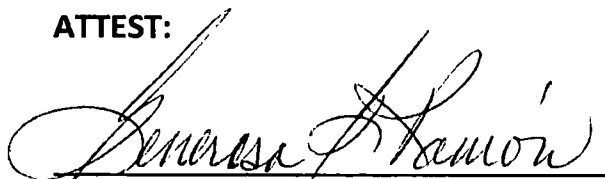


HON. ROBERT "BEAU" NETTLETON
COUNTY COMMISSIONER, PCT. 3



HON. GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

ATTEST:



HON. GENEROSA GRACIA RAMON
VAL VERDE COUNTY CLERK



**VAL VERDE COUNTY'S RESOLUTION IN SUPPORT
OF HB 623 A BILL GRANTING VAL VERDE COUNTY THE AUTHORITY
TO DESIGNATE THE LOCATION OF WIND-POWERED ENERGY DEVICES**

WHEREAS, Val Verde County is home to Laughlin Air Force Base ("LAFB"), a military aviation facility that houses an elite pilot training program; and

WHEREAS, LAFB got its start in 1943 as Laughlin Army Airfield and was responsible for B-26 training for both pilots and crews; and

WHEREAS, during the Cold War era in 1951, while under Strategic Air Command, U2 spy planes that flew missions out of LAFB got some of the earliest photo surveillance of Soviet missile sites; and

WHEREAS, LAFB graduates more than 350 student pilots each year; and

WHEREAS, Val Verde County is situated on the US/Mexico border; and

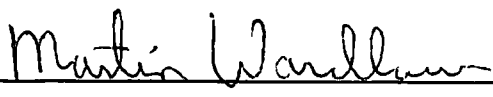
WHEREAS, Wind Farm Development Project's propose a treat of encroach on LAFB's training grounds;

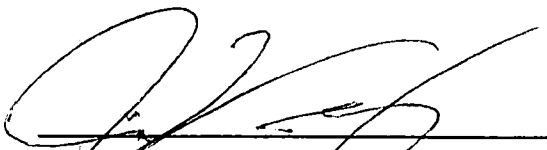
NOW, THEREFORE BE IT RESOLVED that the Val Verde County Commissioners Court, strongly urges the Texas Legislature to support HB 623 that grants Val Verde County the authority to designate the location of wind energy farms so that national security interests and the environment can be protected.

This Resolution shall become effective immediately upon passage by Val Verde County Commissioners Court.

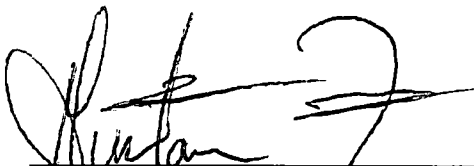
PASSED and APPROVED this 16th day of March 2021.


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

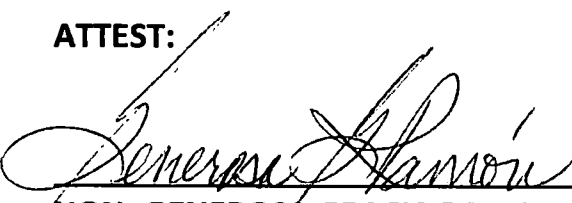

HON. MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


HON. JUAN CARLOS VAZQUEZ
COUNTY COMMISSIONER, PCT. 2


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


HON. GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

ATTEST:


HON. GENEROSA GRACIA RAMON
VAL VERDE COUNTY CLERK



RESOLUTION

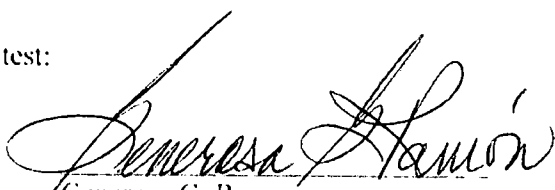
- WHEREAS** The Val Verde County Commissioners Court finds it is in the best interest of the Citizens of Val Verde County to grant permission to the District Attorney of the 63rd Judicial District to apply to renew the Border Prosecution Unit Grant to be Operated for the period of 9/1/2021 – 8/31/2023; and
- WHEREAS** The Val Verde County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds for the Border Prosecution Unit Grant, the Val Verde County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and
- WHEREAS** The Val Verde County Commissioners Court designated the Val Verde County Judge as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, and alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Val Verde County Commissioners Court approves submission of the grant application, with no cash match required by Val Verde County, for the Border Prosecution Unit to the Office of the Governor Criminal Justice Division.

Approved this 16 day of march, 2021 by the Val Verde County Commissioners Court.


Lewis Owens
Val Verde County Judge

Attest:


Generosa G. Ramon
County Clerk



Grant Number 2537710

#25

AGREEMENT FOR THE
DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT
BETWEEN THE
OFFICE OF THE GOVERNOR,
TEXAS MILITARY PREPAREDNESS COMMISSION
AND
VAL VERDE COUNTY

STATE OF TEXAS
COUNTY OF TRAVIS

THIS AGREEMENT is between the Office of the Governor, Texas Military Preparedness Commission, P.O. Box 12428, Austin, Texas 78711 ("OOG" or "Grantor"), and Val Verde County ("Grantee"). The OOG and Grantee are referred to collectively as the "parties." The parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 1. PURPOSE. This Grant is awarded pursuant to Chapter 436 of the Texas Government Code, which authorizes the OOG to administer the Defense Economic Adjustment Assistance Grant ("DEAAG") program. The DEAAG program provides state funds to defense communities that have been or may be affected by a base realignment and closure action for the purposes of purchasing property, sharing the costs of infrastructure or redevelopment projects, and the purchase or lease of equipment, including equipment for the training of defense workers.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall begin on the date of last signature below ("Effective Date"), and shall terminate on February 4, 2023, or upon the completion of the grant project as described herein, whichever occurs first, unless terminated earlier pursuant to Section 16 of this Agreement.

SECTION 3. PROJECT REQUIREMENTS. Consistent with Sections 436.202 and 436.203 of the Texas Government Code, grant proceeds may be used for the purchase of property, new construction, rehabilitation or renovation of facilities or infrastructure, or purchase of capital equipment or facilities insurance, and if applicable, to purchase or lease equipment to train certain defense workers. Subject to the requirements of applicable law and this Agreement, Grantee may use grant proceeds as cost reimbursement for certain actual, reasonable, and allowable costs that are directly allocable to the project described in Exhibit A (Grant Budget), Exhibit B (Grant Narrative) of this Agreement, and Grantee's DEAAG Grant Application (collectively, the "Grant Project").

SECTION 4. OBLIGATIONS OF THE OOG.

4.1. The OOG shall reimburse Grantee for the actual, reasonable, and allowable costs incurred by Grantee during the term of this Agreement, subject to the requirements and limitations set forth

in this Agreement. The OOG shall reimburse Grantee only for costs that are directly allocable to the Grant Project as determined by the OOG, in its sole discretion, in accordance with Chapter 436 of the Texas Government Code, the DEAAG Administrative Rules (Title 1, Part 1, Chapter 4, Subchapter B, Texas Administrative Code), this Agreement, and the Grant Budget, and in conformity with the Uniform Grant Management Standards (the "UGMS").

4.2. The OOG shall not be liable to Grantee for any costs incurred by Grantee that are not strictly in accordance with the terms of this Agreement.

SECTION 5. MAXIMUM AMOUNT OF GRANT. Notwithstanding any other provision of this Agreement, the total of all grant reimbursement payments and other obligations incurred by the OOG under the terms of this Agreement shall not exceed **ONE MILLION, FIVE HUNDRED SEVENTY SIX THOUSAND, FOUR HUNDRED THIRTY THREE DOLLARS AND SIXTEEN CENTS. (\$1,576,433.16)**. The parties stipulate and agree that any act, action or representation by either party, their agents or employees that purport to increase the liability of the OOG is voidable by the OOG, unless this Agreement is amended to increase the liability of the OOG.

SECTION 6. GENERAL REQUIREMENTS APPLICABLE TO THE GRANT.

6.1. Grant funds may be used only for the actual, reasonable, and allowable costs incurred during the term of this Agreement and that are directly allocable to the Grant Project. Grant funds may not be used for the payment of taxes, overhead, debt repayment, indirect expenses, or administrative expenses.

6.2. All grant funds shall be disbursed on a cost reimbursement basis, subject to the terms of this Agreement. Only costs that have been incurred and paid by Grantee are eligible for reimbursement. Grant funds are not eligible for use to provide an advance payment to a Grantee or sub-grantee.

6.3. In no case shall the payments made to a Grantee exceed the actual, reasonable, and allowable costs that are directly allocable to the Grant Project costs as identified in the Grant Budget, or the Maximum Amount of Grant as set forth in Section 5 of this Agreement.

6.4. Pre-term costs incurred prior to the Effective Date of the Agreement are allowable only with the written approval of the OOG and only to the extent that they would have been allowable if they had been incurred after the date of the term of this Agreement.

6.5. All costs must be allowable in accordance with the purposes authorized by Chapter 436 of the Texas Government Code, the DEAAG Administrative Rules (Title 1, Part 1, Chapter 4, Subchapter B, Texas Administrative Code), this Agreement, the Grant Budget, and other applicable law.

6.6. Grantee agrees to comply with all applicable state and federal laws, rules and regulations, directives, guidelines, or any other authorities relevant to the performance of Grantee under this Agreement as they currently exist and as amended throughout the term of this Agreement. Grantee

agrees to comply with applicable laws, executive orders, regulations, and policies, as well as Chapter 783 of the Texas Government Code and the UGMS or the successor to the UGMS. The OOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary for the OOG's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines.

6.7. Grantee agrees to comply with the Uniform State Grant Assurances as set forth in Exhibit C.

SECTION 7. CONDITIONS PRECEDENT TO REIMBURSEMENT. All of the following conditions precedent must be met to the satisfaction of the OOG prior to any reimbursement payments:

7.1. All costs incurred by Grantee for which Grantee seeks reimbursement must be for the actual, reasonable, and allowable costs that are directly allocable to the Grant Project costs described in the Grant Budget.

7.2. Before the OOG will make a reimbursement payment, Grantee must submit, and the OOG must approve, a reimbursement request as set forth in Section 8 of this Agreement.

7.3. The OOG will not consider requests for the reimbursement of expenditures incurred by Grantee after February 4, 2023. The total amount already disbursed plus the amount requested shall not exceed the Maximum Amount of Grant set forth in Section 5 of this Agreement.

7.4. Grantee must be in compliance with all terms of this Agreement.

7.5. Grantee must have supplied to the OOG all reports, documentation, or other items that the OOG requires or has requested.

SECTION 8. STRUCTURE FOR REIMBURSEMENT PAYMENTS.

8.1. **Requests for Reimbursement.** Grantee's reimbursement requests shall be submitted to the OOG in the form and manner approved by the OOG, and shall specify the detailed and total expenses for the reimbursement request ("Request for Reimbursement"). All Requests for Reimbursement must be timely submitted to the OOG in accordance with the schedule and requirements set forth in Section 8.5 of this Agreement.

Grantee's Requests for Reimbursement and required documentation shall be submitted directly to:

impc@gov.texas.gov

Or by mail to:

Office of the Governor
Texas Military Preparedness Commission

P.O. Box 12428
Austin, TX 78711

8.2. Required Documentation. Each Request for Reimbursement Grantee submits to the OOG must include:

- (1) the identification of the specific OOG Agreement;
- (2) the Grantee's federal tax identification number;
- (3) the name and division of the OOG contact;
- (4) a description of the services, costs, and/or expenses, and the dollar amount attributable to each;
- (5) the name of the entity or person providing the service and the cost(s) charged by such entity or person;
- (6) an itemization of charges with sufficient detail to permit the OOG to determine if the costs are allowable; and
- (7) documentation of proof of payment, as specified in Section 8.3.

Each item of expenditure shall be specifically attributed to the eligible Grant Project cost category as identified in the Grant Budget. By submission of a Request for Reimbursement, Grantee is warranting that (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) the services or goods have been performed or delivered in compliance with all terms of this Agreement; (3) the amount of each new invoice added together with all previous invoices does not exceed the Maximum Amount of Grant as stated in Section 5 of this Agreement; and (4) the charges and expenses shown on the invoice are reasonable, necessary, and supported by included documentation.

8.3. Documentation of Proof of Payment. Requests for Reimbursement must include documentation of proof of payment as evidence of actual expenditures. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice showing zero balance due, a monthly bank statement evidencing payment of the specific expenditure, copies of endorsed processed check, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure(s) to which the reimbursement relates.

8.4. Right to Request Additional Documentation. Upon the request of the OOG, Grantee must submit to the OOG any additional documentation or explanation the OOG may require to support or document any requested payment under the Agreement.

8.5. Timing of Submission of Request for Reimbursement to the OOG; Close-Out Request for Reimbursement. Grantee must submit Requests for Reimbursement and all supporting documentation to the OOG in an accurate and timely manner. Unless the OOG provides written authorization providing additional time as set forth below, Grantee must submit quarterly Requests for Reimbursement to the OOG that cover the previous quarter's expenses on or before the twentieth (20th) day after the end of each quarter. Quarterly Requests for Reimbursement are due:

- (1) First quarter – December 20;

- (2) Second Quarter – March 20;
- (3) Third Quarter – June 20; and
- (4) Fourth Quarter – September 20.

The OOG may, in its sole discretion, provide written authorization to Grantee that provides Grantee additional time to submit a specified quarterly Request for Reimbursement upon a finding by the OOG that extraordinary circumstances support the additional time. The amount of additional time provided to Grantee shall be specified in the OOG's written authorization.

Grantee must submit a final Request for Reimbursement on or before the forty-fifth (45th) calendar day after termination of this Agreement.

The OOG will make all reasonable efforts to promptly process and make payments on properly-completed Requests for Reimbursement.

8.6. Final Deadline for Reimbursement Requests. All Requests for Reimbursement must be received by the OOG no later than forty-five (45) calendar days after termination of this Agreement. An Agreement amendment must be executed by the OOG and Grantee in order to extend this deadline. Any extension of the deadline is within the sole discretion of the OOG and subject to the availability of appropriated funds.

SECTION 9. BUDGET ADJUSTMENT. Prior written approval from the OOG is required if Grantee anticipates altering the scope of the Grant Project, adding funds to previously un-awarded budget items or categories, changing funds in any awarded budget items or category by more than 10% of the annual budget, or adding new line items to any awarded budget category.

SECTION 10. PURCHASE OF EQUIPMENT; MAINTENANCE AND REPAIR; TITLE UPON TERMINATION. Grantee shall not give any security interest or lien or otherwise encumber any item of equipment purchased with grant funds. Grantee shall identify all equipment purchased under this Agreement by appropriate tags or labels affixed to the equipment. Grantee shall maintain a current inventory of all equipment, which shall be available to the OOG at all times upon request. The equipment inventory must include the following: a description of the equipment; a serial number or other identification number; the acquisition date, cost, location, use, and condition of the equipment; and any ultimate disposition data. Title for equipment shall remain with Grantee, and Grantee shall maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Agreement, Grantee shall use the proceeds to repair or replace said equipment. Upon termination of this Agreement, title, use, and disposal of equipment shall be in conformity with the UGMS.

SECTION 11. REPORTING REQUIREMENTS.

11.1. Until Grantee has submitted a Project Completion Report to the OOG, Grantee shall submit a Quarterly Project Status Report to the OOG, using the form attached hereto as Exhibit D, no later than twenty (20) calendar days after the end of each quarter. Quarterly reports are due:

- (1) First quarter – December 20;
- (2) Second Quarter – March 20;
- (3) Third Quarter – June 20; and
- (4) Fourth Quarter – September 20.

The OOG may, at its sole discretion and upon a finding by OOG that extraordinary circumstances support the additional time, provide written authorization to Grantee that provides Grantee a specified amount of additional time to submit a specified Quarterly Project Status report.

11.2. After Grantee has completed the Grant Project as set forth in this Agreement, but in no case more than one hundred twenty (120) calendar days after termination of this Agreement, Grantee shall submit to the OOG a Project Completion Report, using the form attached hereto as Exhibit E, describing all activities performed under this Agreement. Grantee shall provide to the OOG a Certification of Delivery, certifying that Grantee has received delivery of all equipment purchased pursuant to this Agreement.

11.3. No later than sixty (60) calendar days after the date on which Grantee submits Grantee's Project Completion Report to the OOG, Grantee shall provide to the OOG a DEAAG Project Impact Report, using the form attached hereto as Exhibit F. A DEAAG Project Impact Report must contain information concerning jobs generated and retained, and individuals trained as a result of the Grant Project. For purposes of this Agreement, job creation, retention, and training rates may be evidenced by satisfactory documentation, such as copies of payroll documents, human resource documents, or training enrollment records.

11.4. Grantee shall provide to the OOG additional information regarding the status of the Grant Project at any time upon request from the OOG.

11.5. Grantee shall cooperate with OOG and provide all requested assistance to the OOG in connection with the preparation of any reports required to be made by the OOG to the Texas Legislature or any relevant governmental entity regarding Grantee, the Grant, the Grant Project, or the Grant Application.

11.6. All reports provided to the OOG must be signed by the duly authorized representative of Grantee.

11.7. If after a written request by the OOG, Grantee fails to provide required reports, information, documentation, or other information as required by this Agreement, then the OOG may require corrective action or consider this act a possible default under this Agreement.

SECTION 12. CORRECTIVE ACTION.

12.1. **Corrective Action.** If the OOG finds deficiencies in Grantee's performance under this Agreement, the OOG, in its sole discretion, may impose one or more of the following corrective actions: increase monitoring visits; require the submission of additional or more detailed financial or programmatic reports; require prior approval for expenditures; require additional technical or management assistance or make modifications in business practices; reduce the grant award

amount; or terminate this Agreement. The foregoing are not exclusive remedies, and the OOG may impose other requirements that the OOG determines will be in the best interest of the State of Texas.

12.2. Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information without prior written authorization from the OOG may result in the OOG, in its sole discretion, placing Grantee on immediate financial hold without further notice to Grantee and without first requiring a corrective action plan. The OOG shall only provide written authorization for delay upon finding that extraordinary circumstances exist that support the delay. No reimbursements will be processed until the requested information is submitted. If Grantee is placed on financial hold, the OOG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time Grantee was placed on financial hold.

12.3. Sanctions. In addition to a financial hold, the OOG, in its sole discretion, may impose other sanctions including, but not limited to, withholding or suspending funding, requiring return or offset of previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Agreement, or any other appropriate sanction.

12.4. Notice of Possible Default. The parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OOG or Grantee. The OOG, in its sole discretion, will determine whether Grantee has acted or failed to act in such a manner that gives rise to an act of possible default under this Agreement. If the OOG determines Grantee has possibly defaulted on this Agreement, the OOG shall, within ten (10) business days after making that determination, give written notice of possible default to Grantee that also sets out the circumstances that support the OOG's determination.

12.5. Opportunity to Cure. Unless the OOG provides written authorization providing additional time as set forth below, Grantee must cure the possible default and provide the OOG with sufficient information that supports a finding of cure by the OOG within thirty (30) calendar days after the OOG gives Grantee notice under Section 12.4 of this Agreement. The OOG may, in its sole discretion and upon a finding by OOG that extraordinary circumstances support the additional time, provide written authorization to Grantee that provides Grantee a specified amount of additional time cure the possible default and provide required information to the OOG.

12.6. Cure. If the OOG determines, in its sole discretion, that Grantee has cured the possible default event, the OOG shall give written notice to Grantee within ten (10) business days after making that determination. The OOG shall be guided by good faith and reasonableness in determining whether Grantee has cured the possible default.

12.7. Default. If the OOG determines Grantee has not cured the possible default, Grantee shall be in default hereunder, and the OOG shall give written notice to Grantee informing Grantee of such default within ten (10) business days after the OOG reaches its determination. Any default may result in termination of this Agreement in accordance with Section 16 of this Agreement.

12.8. No Waiver. Notwithstanding the imposition of corrective actions, financial hold, or sanctions, Grantee remains responsible for complying with the Agreement terms and conditions. Corrective actions, financial hold, or sanctions do not excuse or operate as a waiver of prior failure to comply with this Agreement.

SECTION 13. NOTICES. Any notice required or permitted to be given under this Agreement by either party shall be in writing and shall be deemed to have been given immediately if sent to the e-mail address specified in this section. Any notice required or permitted to be given under this Agreement may be given by regular first class mail and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this section:

To Grantor:

Office of the Governor
Texas Military Preparedness Commission
P.O. Box 12428
Austin, TX 78711
tmpe@gov.texas.gov

To Grantee:

Judge Lewis Owens, Jr.
Val Verde County
400 Pecan Street
Del Rio, TX 78840
lowens@valverdecountry.texas.gov

SECTION 14. GRANTEE CERTIFICATIONS. By agreeing to and signing this Agreement, Grantee represents that Grantee has obtained all necessary authority to enter into this Agreement and hereby makes the following certifications, representations, and warranties:

14.1. Delinquent Child Support Obligations. Under Section 231.006(d) of the Texas Family Code, regarding child support, Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

14.2. Prohibited Bids and Agreements. Under Section 2155.004 of the Texas Government Code, Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.3. Gift to Public Servant. Grantee warrants that Grantee has not given, nor does Grantee intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Agreement.

14.4. Former Executive Head and Employees of the Agency. Grantee certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the following sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Prohibiting employment of state officers and employees who participated in the procurement of services); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

14.5. Conflicts of Interest. Grantee certifies that neither Grantee nor the personnel or entities employed in rendering services under this Agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of Grantee's obligations under this Agreement. Grantee has a continual and ongoing obligation to immediately notify the OOG in writing, upon discovery of any actual or potential conflict.

14.6. Corporate Franchise Tax. Grantee certifies that, if applicable, Grantee's Texas franchise tax payments are current, or that Grantee is exempt from, or not subject to, such tax.

14.7. No Claims. Grantee certifies that Grantee does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

14.8. Debt to State. Grantee acknowledges and agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments Grantee is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Grantee owes the State of Texas until the debt or delinquent taxes are paid in full.

14.9. Compliance with Licensing, Permitting, and Regulatory Bodies. Grantee certifies that Grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform Grantee's obligations under this Agreement, without costs to the OOG. Grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with Grantee's obligations under this Agreement. Grantee shall comply with all applicable federal health and safety standards, including but not limited to, OSHA, and all Texas health and safety standards.

Grantee certifies that Grantee is currently is in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Grantee's business or operations. Grantee agrees to comply and remain compliant with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

14.10. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Grantee certifies that Grantee and Grantee's principals are not listed on the federal government's terrorism watch list as described in Executive Order 13224 and will remain compliant with this certification during the term of this Agreement. Grantee certifies that Grantee and Grantee's principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

14.11. Deceptive Trade Practices/Unfair Business Practices. Grantee represents and warrants that Grantee has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in such proceedings. Grantee certifies that Grantee has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative

hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

14.12. False Statements. By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause and pursue other remedies available to the OOG under this Agreement and applicable law.

14.13. Felony Criminal Convictions. Grantee represents and warrants that Grantee and Grantee's employees who will perform services under this Agreement have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised the OOG as to the facts and circumstances related to the conviction.

14.14. Immigration. Grantee represents and warrants that Grantee shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Agreement.

14.15. U.S. Department of Homeland Security's E-Verify System. Grantee certifies and ensures that Grantee utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, to determine the eligibility of:

- a. all persons employed to perform duties within Texas, during the term of the Agreement; and
- b. all persons, including subcontractors, employed or assigned by Grantee to perform work pursuant to the Agreement, within the United States of America.

If this certification is falsely made, the Agreement may be terminated.

14.16. Certification Concerning Prior Disaster Relief Contract Violation. The OOG is prohibited from awarding a grant to any with any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Grantee certifies that Grantee is not ineligible from entering into this Agreement and will remain compliant with this certification during the term of this Agreement. Grantee acknowledges that this Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

14.17. Technology Access Clause. If applicable, Grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, Grantee shall provide

the Department of Information Resources with the URL to Grantee's Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

14.18. Buy Texas. With respect to all services, if any, purchased pursuant to this Agreement, Grantee represents and warrants that Grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

14.19. Liability for Taxes. Grantee represents and warrants that Grantee shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, state, or local income, sales or excise taxes of Grantee or Grantee's employees. The OOG shall not be liable for any taxes resulting from this Agreement.

14.20. Israel. If Grantee is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, Grantee certifies that Grantee does not boycott Israel and will not boycott Israel during the term of the Agreement. If Grantee does not make that certification, Grantee must notify the OOG and state why the certification is not required. The term "boycott Israel" as used in the paragraph has the meaning assigned by Section 808.001 of the Texas Government Code.

14.21. Iran, Sudan, or Foreign Terrorist Organization. Grantee represents that neither Grantee, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Grantee, (i) is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code; (ii) constitutes a "scrutinized company" as defined by Section 2270.0001(9) of the Texas Government Code; or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code. The terms "foreign terrorist organization" and "designated foreign terrorist organization" have the meanings assigned to them in Sections 2252.151 and 2270.0001 of the Texas Government Code, respectively.

14.22. Cybersecurity Training Program. To the extent Grantee has access to any state computer system or database and is subject to the provisions of Section 2054.5192 of the Texas Government Code, the OOG will require Grantee to complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code, as selected by the OOG. The cybersecurity training program must be completed by Grantee during the term of the Agreement and during any subsequent extension period. Grantee shall verify completion of the program to the OOG in writing upon completion of the program.

14.23. Human Trafficking. Under Section 2155.0061 of the Texas Government Code, Grantee certifies that Grantee is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

SECTION 15. GENERAL TERMS AND CONDITIONS.

15.1. Independent Contractor. Grantee expressly agrees that Grantee is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of Grantee or any subcontractor of Grantee be considered an employee, agent, servant, joint venturer, joint enterpriser, or partner of the OOG, by virtue of this Agreement. Grantee agrees to take such steps as may be necessary to ensure that each contractor of Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser, or partner of the OOG.

All persons furnished, used, retained, or hired by or on behalf of Grantee or any of Grantee's subcontractors shall be considered to be solely the employees or agents of Grantee or Grantee's subcontractors. Grantee or Grantee's subcontractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers' compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

The OOG is not responsible for any types of claims whatsoever due to actions or performance, taken by the owners, incorporators, officers, directors, employees, volunteers of Grantee or any third parties under this Agreement, including but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

15.2. Subcontracting. In the event that Grantee should determine that it is necessary or expedient to subcontract for any of the performances herein, Grantee understands and agrees that Grantee will be responsible to the OOG for any subcontractor's performance under this Agreement. In no event shall this section or any other provision of this Agreement be construed as relieving Grantee of the responsibility for ensuring that performance under this Agreement, and any subcontracts thereto, is rendered in compliance with all of the terms of this Agreement. If Grantee uses a subcontractor for any or all of the work required, the following conditions will apply: (1) Grantee, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at Grantee's expense and the OOG shall not be liable in any manner to Grantee's subcontractor(s); (2) Grantee will be the sole contact for the OOG; and (3) Pursuant to Chapter 2251 of the Texas Government Code, Grantee will make any payments owed to subcontractors within ten (10) calendar days of Grantee's receipt of funds from the OOG.

15.3. No Assignment. This Agreement is not assignable by Grantee. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

15.4. Records Retention. Records shall be maintained and made available to the OOG or its authorized representatives upon request during the entire performance period of this Agreement and until three (3) years from date of final payment by the OOG for the services provided under this Agreement. In addition, those records relating to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available to the OOG or its designee until completion of such action and resolution of all issues which arise from it, or until the end of the aforementioned three (3) year period, whichever is later. Failure to provide reasonable access to authorized OOG representatives shall give the OOG the right to terminate this Agreement pursuant to Section 16 of this Agreement for reason of default.

15.5. Right to Audit. Grantee will cooperate fully in any review conducted by the OOG or its authorized representatives related to services provided under this Agreement. The OOG has the authority to monitor, inspect, assess, and review the fiscal and contractual performance of Grantee with respect to the Agreement, including all information related to any services provided under this Agreement or billed to the OOG. Grantee will remedy in a timely manner, any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found as a result of a review by the OOG or its authorized representatives. Such remedy can include a refund or offset of Agreement payments or any other appropriate actions deemed necessary by the OOG. Acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to audit or investigate the expenditure of funds under this Agreement or any subcontract. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract Grantee awards.

15.6. State Auditor. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency may conduct an audit or investigation of Grantee or any other entity or person receiving funds from the State of Texas directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Grantee or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested.

Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract Grantee awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Grantee related to this Agreement. This Agreement may be amended unilaterally by the OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

15.7. Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, Grantee acknowledges that the State of Texas, the OOG, and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552, and (the "PIA"). Grantee acknowledges that the OOG will comply with the PIA.

Grantee acknowledges that information created or exchanged in connection with this Agreement is subject to the PIA, and Grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State of Texas. Grantee will cooperate with the OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of Grantee under, pursuant to, or in connection with this Agreement that Grantee considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to the OOG or State of Texas or any other entity in accordance with this Agreement. Merely making a blanket claim that all documents are protected from disclosure will not render the whole of the information confidential. Any information not clearly identified as proprietary or confidential is subject to release in accordance with the PIA.

The OOG agrees to notify Grantee in writing within a reasonable time from receipt of a request for information covering Grantee's Confidential Information. The OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

Grantee agrees to maintain the confidentiality of confidential information received from the OOG or State of Texas during the performance of this Agreement, including information that discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information, and social security numbers.

Grantee agrees that if any of Grantee's agents receives any third-party request for the disclosure of information relating to this Agreement, Grantee shall notify the OOG of any such request within three (3) business days of receipt of the request.

15.8. Media Releases or Pronouncements. Grantee understands that the OOG does not endorse any vendor, commodity good, or service. Grantee, Grantee's employees, representatives, subcontractors, or other agents may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or Grant Project to which this Agreement relates, or which mentions the OOG, without the prior written approval of the OOG.

15.9. Indemnification. TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ALL RELATED COSTS, ATTORNEY'S FEES AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS

OF GRANTEE OR ANY OF GRANTEE'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. GRANTEE SHALL COORDINATE GRANTEE'S DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

15.10. Intellectual Property. TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE, OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE OOG'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE OOG BY GRANTEE OR OTHERWISE TO WHICH THE OOG HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT. GRANTEE AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. IN ADDITION, GRANTEE WILL REIMBURSE THE OOG AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES, OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS ARISING FROM ANY SUCH CLAIM. IF THE OOG DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE, OR IF THE OOG IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE OOG WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE WILL PAY ALL REASONABLE COSTS OF THE OOG'S COUNSEL.

15.11. Taxes/Workers' Compensation/Unemployment Insurance. GRANTEE IS FULLY RESPONSIBLE FOR GRANTEE'S OWN FEDERAL, STATE, AND LOCAL TAXES. GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS

AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO GRANTEE, GRANTEE'S EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

15.12. Tax Identification Information Required. As a prerequisite to the OOG's ability to process any payments to Grantee under this Agreement, Grantee shall provide the OOG with required tax and payee identification information in the form of a completed "Application for Texas Identification Number" (available on the Comptroller of Public Accounts' website at <http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf>). If Grantee has previously completed the required documentation to obtain a Texas Identification Number (TIN) prior to the Effective Date of this Agreement, Grantee may satisfy this requirement by providing the OOG with Grantee's current TIN, name, and address to permit the OOG to verify registration in the TINS System with the Texas Comptroller of Public Accounts.

15.13. Insurance. Unless otherwise noted in this Agreement, and to the extent that Grantee does not have or maintain insurance or does not have or maintain sufficient insurance, Grantee acknowledges and agrees that Grantee will be solely responsible for any losses or damages related to or caused by Grantee's performing Grantee's duties and obligations under this Agreement. The OOG will have no obligation to reimburse or otherwise pay Grantee for any costs incurred related to any such losses or damages.

15.14. Fraud, Waste and Abuse. Grantee understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event Grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the OOG that is made against Grantee, Grantee is required to immediately notify the OOG of said allegation or finding. Grantee is also obliged to inform the OOG of the status of any on-going investigations regarding allegations of fraud, waste, or abuse. Grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

15.15. Saturdays, Sundays, Holidays. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is a Saturday or a Sunday or a scheduled State of Texas or national holiday, then such action may be taken or such right may be exercised on the next succeeding business day that is not a Saturday, Sunday, or holiday. A schedule of State of Texas holidays is located at: <http://www.hr.sao.texas.gov/Holidays/>.

15.16. Applicable Law and Venue. This Agreement is made and entered into in the State of Texas. This Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any Grantee-initiated action, suit, or litigation arising out of or in any way relating to this Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court for the Western District of Texas, Austin Division. Venue for any OOG-initiated action, suit, or litigation arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and or defending such litigation. Grantee hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that Grantee is not subject to the jurisdiction of the above-named courts; the suit, action or litigation is brought in an inconvenient forum; or the venue is otherwise improper.

15.17. No Waiver of Sovereign Immunity. The OOG is immune from suit and from liability. No part of this Agreement, nor the conduct or statement any person, will be construed as a waiver of the doctrines of sovereign immunity and official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG or the State of Texas, and their officers, employees, or agents as provided by law.

SECTION 16. TERMINATION.

16.1. Convenience. The OOG may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, against the OOG, upon thirty (30) calendar days' notice to Grantee.

16.2. Cause/Default. In the event that Grantee fails to provide the agreed upon services according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OOG may, upon written notice of default to Grantee, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

16.3. Rights upon Termination or Expiration. In the event that the Agreement is terminated for any reason, or upon its expiration, the OOG shall be obligated to pay Grantee only for actual, reasonable, and allowable costs incurred up to the Effective Date of termination. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Agreement. The OOG will not be liable to Grantee or to Grantee's creditors for any costs incurred subsequent to receipt of a Notice to Terminate or any unacceptable or disallowed costs as determined by the OOG.

16.4. Liability after Termination. Notwithstanding any exercise by the OOG of its right of early termination pursuant to this section, Grantee shall not be relieved of any liability to OOG for

damages due to the OOG by virtue of any breach of this Agreement by Grantee. The OOG may withhold payments to Grantee until such time as the exact amount of damages due to the OOG from Grantee is agreed upon or is otherwise determined.

16.5. Refunds of Overpayment. Grantee shall refund to the OOG any sum of money paid to Grantee by the OOG, which the OOG determines is an overpayment to Grantee, or in the event the OOG determines funds spent by Grantee were not an allowable cost of this Grant Project. No refund payment(s) may be made from local, state, or federal grant funds unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by Grantee to the OOG within thirty (30) calendar days after such refund is requested in writing by the OOG, or within thirty (30) calendar days of a notice from the OOG indicating the request is the result of a final determination that the refund is owed.

16.6. Failure to Comply with Agreement. In the event Grantee fails to comply with any provision as specified in this Agreement, Grantee may be liable for damages under this Agreement and barred from applying for or receiving additional funding under the DEAG program until repayment is made and any other compliance or audit findings are resolved or any issue of non-compliance is cured to the satisfaction of the OOG.

SECTION 17. AVAILABILITY OF FUNDS. This Agreement is subject to the availability and receipt of funds appropriated by the Texas Legislature that the OOG has allocated to this Agreement. If funds for this Agreement become unavailable during any budget period, the OOG may terminate this Agreement, without penalty, or reduce the amount of this Agreement at the discretion of the OOG. Grantee will have no right of action against the OOG if the OOG cannot perform its obligations under this Agreement as a result of lack of legislative appropriations in amounts sufficient to fund any activities or functions contained within the scope of this Agreement.

SECTION 18. MONITORING. The OOG or its designee may perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of Grantee's performance. After each monitoring visit, the OOG will provide Grantee with a written report of the monitor's findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for termination of this Agreement in accordance with Section 16 of this Agreement.

SECTION 19. CONFLICT OF INTEREST.

19.1. No Conflicts of Interest. Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Chapter 171 of the Texas Local Government Code.

19.2. No Inside Information. No employee, agent, consultant, officer, or elected or appointed official, of either Grantee or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Grant Project, shall be permitted to have or obtain a financial interest in or benefit from the Grant Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties.

SECTION 20. REGULATORY AND LEGAL ACTIONS AND CLAIMS.

20.1. No Pending or Threatened Actions Impairing Performance. Grantee represents and warrants that Grantee is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., (collectively "actions"), pending or threatened against Grantee within the five (5) calendar years immediately preceding the Effective Date of this Agreement that would or could impair Grantee's performance under this Agreement. In addition, Grantee shall notify the OOG in writing within five (5) business days of any changes to the representations or warranties in this clause or of any actions that Grantee may become aware of and receives notice of on or after the Effective Date of this Agreement. Grantee agrees that failure to so timely update the OOG of actions shall constitute breach of this Agreement and may result in immediate termination of this Agreement.

20.2. Notice of Actions Arising Out of Performance of Agreement. Grantee shall give the OOG immediate notice in writing of any action, including any proceeding before an administrative agency, filed against Grantee arising out of the performance of this Agreement. Except as otherwise directed by the OOG, Grantee shall immediately furnish to the OOG copies of all pertinent papers received by Grantee with respect to such action or claim. Grantee shall notify the OOG of any legal action filed against Grantee or any subcontractor, or of any proceeding filed under the federal bankruptcy code. Grantee shall submit a copy of such notice to the OOG within thirty (30) calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred as the result of any claims, judgments, fines, or settlements.

20.3. Governmental Units of the State of Texas. The OOG and Grantee acknowledge that they are governmental units of the State of Texas and are subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Chapter 101 of the Texas Civil Practice and Remedies Code.

20.4. No Liability. Grantee acknowledges that the OOG, the State of Texas, and their employees and officials shall not be held liable for any claims or causes of action whatsoever which may occur in the course of performing the services described in this Agreement, or from the award, cancellation, or withdrawal of this Grant.

SECTION 21. NOTICE OF MATERIAL EVENTS. Grantee shall furnish to the OOG prompt written notice upon becoming aware or having knowledge of the occurrence of any event or development that has, or would reasonably be expected to have, a material adverse effect on the completion of the Grant Project. Grantee shall inform the OOG in writing within ten (10) business days after Grantee learns of the existence of such material event.

SECTION 22. FORCE MAJEURE. Neither party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, which by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within ten (10) business days after the existence of such force majeure, or otherwise waive this right as a defense.

SECTION 23. DISPUTE RESOLUTION.

23.1. Informal Meetings. The parties' representatives shall meet as needed to implement the terms of this Agreement and shall make a good faith attempt to informally resolve any disputes. The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OOG or Grantee.

23.2. Grantee's Continued Performance. Grantee shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

SECTION 24. CHANGES AND AMENDMENTS.

24.1. Alterations, Additions, Deletions. Any alterations, additions, or deletions to the terms of this Agreement shall be by a written amendment executed by both parties.

24.2. Policy Directives. During the term of this Agreement, the OOG may issue policy directives to establish, interpret, or clarify requirements under this Agreement. Policy directives from the OOG shall be binding upon Grantee.

SECTION 25. SEVERABILITY. In case any one or more of the parts or 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 parts or provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable parts or provisions had never been contained herein.

SECTION 26. ENTIRE AGREEMENT. This Agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

SECTION 27. CONSTRUCTION. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and

representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

SECTION 27. CONSTRUCTION. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous, or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

SECTION 28. HEADINGS. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

SECTION 29. SURVIVAL OF CERTAIN PROVISIONS. Notwithstanding any expiration, termination, or cancellation of this Agreement, the rights and obligations pertaining to repayment of grant funds or damages, limitation of liability, indemnification, public information, reporting requirements, retention and accessibility of records, audit rights, rights upon termination, and any other provision implying survivability shall remain in effect after this Agreement ends.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

IN TESTIMONY HEREOF, Grantee and the OOG have executed this Defense Economic Adjustment Assistance Grant Agreement, effective as of the date of the last signature below.

OFFICE OF THE GOVERNOR

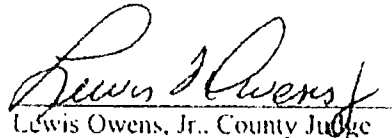
GRANTEE



Chief of Staff or Designee

4/5/2021

Date


Lewis Owens, Jr., County Judge

- 31 2

Date

GRANT AGREEMENT BETWEEN
THE OFFICE OF THE GOVERNOR
AND
VAL VERDE COUNTY

EXHIBIT A
GRANT BUDGET

\$1,576,433.16

Budget. Subject to the limitations within this Agreement, the OOG will reimburse Grantee for actual and allowable allocable costs paid according to the following amounts and budget categories:

Budget Category	
Infrastructure – Purchase of property	
Infrastructure - Professional & Consultant Services	
Infrastructure – New Construction	
Infrastructure - Rehabilitation and Renovation	
Infrastructure – Capital Equipment ¹	
Infrastructure – Capital Supplies ³	
Infrastructure – Facilities Insurance	
Training Equipment ²	
Training Supplies ³	
Total	\$1,576,433.16

¹ Per the UGMS, "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

² *Id.*

³ Per the UGMS, items of equipment with a per-unit acquisition cost of less than \$5,000 are considered to be supplies.

**GRANT AGREEMENT BETWEEN
THE OFFICE OF THE GOVERNOR
AND
VAL VERDE COUNTY**

EXHIBIT B

GRANT NARRATIVE

UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS, the following narrative provided by Grantee in Grantee's October 30, 2020 grant application applies to this Agreement:

EXHIBIT C

UNIFORM STATE GRANT ASSURANCES

Grantee must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including but not limited to the Uniform Grant Management Standards (UGMS) and Title 1, Part 1, Chapter 4 of the Texas Administrative Code, that govern the application, acceptance and use of federal and state funds for this project. In instances where multiple requirements apply to a Grantee, the more restrictive requirement applies. By accepting the grant award, Grantee certifies and assures that Grantee complies and will continue to comply with the following:

- 1 Grantee possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
- 2 A grantee must comply with Chapter 553 of the Texas Government Code by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- 3 A grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly prohibited by law.
- 4 A grantee must comply with Chapter 551 of the Texas Government Code, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- 5 A grantee must comply with Section 231.006 of the Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- 6 No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- 7 A grantee that is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code must be in compliance with all rules adopted by the Texas Commission on Law Enforcement ("TCOLE"), unless TCOLE certifies that Grantee is in the process of achieving compliance with such rules.
- 8 When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
- 9 A grantee must comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
- 10 Grantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public

- Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 11 Grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276e and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
 - 12 Grantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 - 13 Grantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
 - 14 Grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
 - 15 Grantees will insure that the facilities under Grantee's ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that Grantee will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
 - 16 Grantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973. Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
 - 17 Grantees will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended. (P.L. 93-205).
 - 18 Grantees will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - 19 Grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 - 20 Grantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 - 21 Grantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
 - 22 Grantees must adopt and implement applicable provisions of the model HIV AIDS work place guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
 - 23 Grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994, which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.
 - 24 Grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

- 25 Grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
- 26 Grantee must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

EXHIBIT D

**QUARTERLY PROJECT STATUS REPORT
VAL VERDE COUNTY**

TMPC GRANT NUMBER: 2020-02-12

Expenditures for Quarter Ending [DATE]:

<u>Expenditures</u>	<u>Description</u>
---------------------	--------------------

Percentage of Grant Project Completed:

Summary of Expenditures to Date:

<u>Quarter Ending</u>	<u>Expenditures</u>
-----------------------	---------------------

Brief Narrative Explaining Expenditures:

Grant Project Status:

Grantee's Duly Authorized Representative: _____ Date: _____

EXHIBIT E

**PROJECT COMPLETION REPORT
VAL VERDE COUNTY
TMPC GRANT NUMBER: 2020-02-12**

Percent Completed:

GRANTEE has successfully completed, and in a satisfactory manner, the **GRANT PROJECT**.
The purpose of the grant was to **[GRANT PURPOSE]**.

The total cost for the Grant Project is as follows:

• Grant Project Total \$

• Total \$

The following is a brief Grant Project scope summary:

This is to certify that an inspection of 100% of the completed Grant Project described below was conducted on the ____ day of _____, 20__.

Contracts were entered into for **GRANT PROJECT** between **GRANTEE** and the following subcontractors: **[SUBCONTRACTORS.]**

This is to further certify that any and all Equipment included as part of the grant budget has been purchased with the specified grant purpose, timeline, budget, and all addenda, change orders, and supplemental agreements thereto.

NAME OF GRANTEE:

Signature of Grantee's Duly Authorized Representative

Print Name

Title

Date

Exhibit F

**DEAAG PROJECT IMPACT REPORT
VAL VERDE COUNTY
GRANT NUMBER: 2020-02-12**

Project Name:

Grantee Name:

Address:

Telephone:

Fax:

Contact Person:

E-mail:

Time Period Covered by Report: _____ to _____

Grant Project Performance Measures:

- Create, retain, or train _____ Jobs by the completion of the Grant Project
- Grant Project Description:
- Grant Project Address:

Jobs Created

Time Period	Active Full Time Jobs Created, Retained or Students Trained
EX. 01-12 – 03-12	
Total	

Breakdown of Jobs Created

Job Type	Jobs Created or Retained This Reporting Period	Total Jobs Created to Date
Direct Permanent Jobs		
Indirect Permanent Jobs		
Individuals Trained		
Total		

Businesses assisted or created this period: _____

Businesses assisted or created to date: _____

Grant Project Financial Impact

- Narrative summary of Impact:
- Update on current Grant Project Status (include curriculum updates):

THE SIGNATURE BELOW CERTIFIES THAT THE INFORMATION SUBMITTED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST KNOWLEDGE OF GRANTEE.

FOR GRANTEE:_____
Signature_____
Print Name_____
Title_____
Date

#26

AGREEMENT FOR THE
DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT
BETWEEN THE
OFFICE OF THE GOVERNOR,
TEXAS MILITARY PREPAREDNESS COMMISSION
AND
VAL VERDE COUNTY

STATE OF TEXAS
COUNTY OF TRAVIS

THIS AGREEMENT is between the Office of the Governor, Texas Military Preparedness Commission, P.O. Box 12428, Austin, Texas 78711 ("OOG" or "Grantor"), and Val Verde County ("Grantee"). The OOG and Grantee are referred to collectively as the "parties." The parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 1. PURPOSE. This Grant is awarded pursuant to Chapter 436 of the Texas Government Code, which authorizes the OOG to administer the Defense Economic Adjustment Assistance Grant ("DEAAG") program. The DEAAG program provides state funds to defense communities that have been or may be affected by a base realignment and closure action for the purposes of purchasing property, sharing the costs of infrastructure or redevelopment projects, and the purchase or lease of equipment, including equipment for the training of defense workers.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall begin on the date of last signature below ("Effective Date"), and shall terminate on February 4, 2023, or upon the completion of the grant project as described herein, whichever occurs first, unless terminated earlier pursuant to Section 16 of this Agreement.

SECTION 3. PROJECT REQUIREMENTS. Consistent with Sections 436.202 and 436.203 of the Texas Government Code, grant proceeds may be used for the purchase of property, new construction, rehabilitation or renovation of facilities or infrastructure, or purchase of capital equipment or facilities insurance, and if applicable, to purchase or lease equipment to train certain defense workers. Subject to the requirements of applicable law and this Agreement, Grantee may use grant proceeds as cost reimbursement for certain actual, reasonable, and allowable costs that are directly allocable to the project described in Exhibit A (Grant Budget), Exhibit B (Grant Narrative) of this Agreement, and Grantee's DEAAG Grant Application (collectively, the "Grant Project").

SECTION 4. OBLIGATIONS OF THE OOG.

4.1. The OOG shall reimburse Grantee for the actual, reasonable, and allowable costs incurred by Grantee during the term of this Agreement, subject to the requirements and limitations set forth

in this Agreement. The OOG shall reimburse Grantee only for costs that are directly allocable to the Grant Project as determined by the OOG, in its sole discretion, in accordance with Chapter 436 of the Texas Government Code, the DEAAG Administrative Rules (Title 1, Part 1, Chapter 4, Subchapter B, Texas Administrative Code), this Agreement, and the Grant Budget, and in conformity with the Uniform Grant Management Standards (the "UGMS").

4.2. The OOG shall not be liable to Grantee for any costs incurred by Grantee that are not strictly in accordance with the terms of this Agreement.

SECTION 5. MAXIMUM AMOUNT OF GRANT. Notwithstanding any other provision of this Agreement, the total of all grant reimbursement payments and other obligations incurred by the OOG under the terms of this Agreement shall not exceed **TWO MILLION, FOUR HUNDRED SIXTY FIVE THOUSAND, FOUR HUNDRED FORTY SEVEN DOLLARS AND NINETY THREE CENTS, (\$2,465,447.93)**. The parties stipulate and agree that any act, action or representation by either party, their agents or employees that purport to increase the liability of the OOG is voidable by the OOG, unless this Agreement is amended to increase the liability of the OOG.

SECTION 6. GENERAL REQUIREMENTS APPLICABLE TO THE GRANT.

6.1. Grant funds may be used only for the actual, reasonable, and allowable costs incurred during the term of this Agreement and that are directly allocable to the Grant Project. Grant funds may not be used for the payment of taxes, overhead, debt repayment, indirect expenses, or administrative expenses.

6.2. All grant funds shall be disbursed on a cost reimbursement basis, subject to the terms of this Agreement. Only costs that have been incurred and paid by Grantee are eligible for reimbursement. Grant funds are not eligible for use to provide an advance payment to a Grantee or sub-grantee.

6.3. In no case shall the payments made to a Grantee exceed the actual, reasonable, and allowable costs that are directly allocable to the Grant Project costs as identified in the Grant Budget, or the Maximum Amount of Grant as set forth in Section 5 of this Agreement.

6.4. Pre-term costs incurred prior to the Effective Date of the Agreement are allowable only with the written approval of the OOG and only to the extent that they would have been allowable if they had been incurred after the date of the term of this Agreement.

6.5. All costs must be allowable in accordance with the purposes authorized by Chapter 436 of the Texas Government Code, the DEAAG Administrative Rules (Title 1, Part 1, Chapter 4, Subchapter B, Texas Administrative Code), this Agreement, the Grant Budget, and other applicable law.

6.6. Grantee agrees to comply with all applicable state and federal laws, rules and regulations, directives, guidelines, or any other authorities relevant to the performance of Grantee under this Agreement as they currently exist and as amended throughout the term of this Agreement. Grantee

agrees to comply with applicable laws, executive orders, regulations, and policies, as well as Chapter 783 of the Texas Government Code and the UGMS or the successor to the UGMS. The OOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary for the OOG's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines.

6.7. Grantee agrees to comply with the Uniform State Grant Assurances as set forth in Exhibit C.

SECTION 7. CONDITIONS PRECEDENT TO REIMBURSEMENT. All of the following conditions precedent must be met to the satisfaction of the OOG prior to any reimbursement payments:

7.1. All costs incurred by Grantee for which Grantee seeks reimbursement must be for the actual, reasonable, and allowable costs that are directly allocable to the Grant Project costs described in the Grant Budget.

7.2. Before the OOG will make a reimbursement payment, Grantee must submit, and the OOG must approve, a reimbursement request as set forth in Section 8 of this Agreement.

7.3. The OOG will not consider requests for the reimbursement of expenditures incurred by Grantee after February 4, 2023. The total amount already disbursed plus the amount requested shall not exceed the Maximum Amount of Grant set forth in Section 5 of this Agreement.

7.4. Grantee must be in compliance with all terms of this Agreement.

7.5. Grantee must have supplied to the OOG all reports, documentation, or other items that the OOG requires or has requested.

SECTION 8. STRUCTURE FOR REIMBURSEMENT PAYMENTS.

8.1. **Requests for Reimbursement.** Grantee's reimbursement requests shall be submitted to the OOG in the form and manner approved by the OOG, and shall specify the detailed and total expenses for the reimbursement request ("Request for Reimbursement"). All Requests for Reimbursement must be timely submitted to the OOG in accordance with the schedule and requirements set forth in Section 8.5 of this Agreement.

Grantee's Requests for Reimbursement and required documentation shall be submitted directly to:

impca@gov.texas.gov

Or by mail to:

Office of the Governor
Texas Military Preparedness Commission

8.2. Required Documentation. Each Request for Reimbursement Grantee submits to the OOG must include:

- (1) the identification of the specific OOG Agreement;
- (2) the Grantee's federal tax identification number;
- (3) the name and division of the OOG contact;
- (4) a description of the services, costs, and or expenses, and the dollar amount attributable to each;
- (5) the name of the entity or person providing the service and the cost(s) charged by such entity or person;
- (6) an itemization of charges with sufficient detail to permit the OOG to determine if the costs are allowable; and
- (7) documentation of proof of payment, as specified in Section 8.3.

Each item of expenditure shall be specifically attributed to the eligible Grant Project cost category as identified in the Grant Budget. By submission of a Request for Reimbursement, Grantee is warranting that (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) the services or goods have been performed or delivered in compliance with all terms of this Agreement; (3) the amount of each new invoice added together with all previous invoices does not exceed the Maximum Amount of Grant as stated in Section 5 of this Agreement; and (4) the charges and expenses shown on the invoice are reasonable, necessary, and supported by included documentation.

8.3. Documentation of Proof of Payment. Requests for Reimbursement must include documentation of proof of payment as evidence of actual expenditures. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice showing zero balance due, a monthly bank statement evidencing payment of the specific expenditure, copies of endorsed processed check, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure(s) to which the reimbursement relates.

8.4. Right to Request Additional Documentation. Upon the request of the OOG, Grantee must submit to the OOG any additional documentation or explanation the OOG may require to support or document any requested payment under the Agreement.

8.5. Timing of Submission of Request for Reimbursement to the OOG; Close-Out Request for Reimbursement. Grantee must submit Requests for Reimbursement and all supporting documentation to the OOG in an accurate and timely manner. Unless the OOG provides written authorization providing additional time as set forth below, Grantee must submit quarterly Requests for Reimbursement to the OOG that cover the previous quarter's expenses on or before the twentieth (20th) day after the end of each quarter. Quarterly Requests for Reimbursement are due:

- (1) First quarter – December 20;

- (2) Second Quarter – March 20;
- (3) Third Quarter – June 20; and
- (4) Fourth Quarter – September 20.

The OOG may, in its sole discretion, provide written authorization to Grantee that provides Grantee additional time to submit a specified quarterly Request for Reimbursement upon a finding by the OOG that extraordinary circumstances support the additional time. The amount of additional time provided to Grantee shall be specified in the OOG's written authorization.

Grantee must submit a final Request for Reimbursement on or before the forty-fifth (45th) calendar day after termination of this Agreement.

The OOG will make all reasonable efforts to promptly process and make payments on properly-completed Requests for Reimbursement.

8.6. Final Deadline for Reimbursement Requests. All Requests for Reimbursement must be received by the OOG no later than forty-five (45) calendar days after termination of this Agreement. An Agreement amendment must be executed by the OOG and Grantee in order to extend this deadline. Any extension of the deadline is within the sole discretion of the OOG and subject to the availability of appropriated funds.

SECTION 9. BUDGET ADJUSTMENT. Prior written approval from the OOG is required if Grantee anticipates altering the scope of the Grant Project, adding funds to previously un-awarded budget items or categories, changing funds in any awarded budget items or category by more than 10% of the annual budget, or adding new line items to any awarded budget category.

SECTION 10. PURCHASE OF EQUIPMENT; MAINTENANCE AND REPAIR; TITLE UPON TERMINATION. Grantee shall not give any security interest or lien or otherwise encumber any item of equipment purchased with grant funds. Grantee shall identify all equipment purchased under this Agreement by appropriate tags or labels affixed to the equipment. Grantee shall maintain a current inventory of all equipment, which shall be available to the OOG at all times upon request. The equipment inventory must include the following: a description of the equipment; a serial number or other identification number; the acquisition date, cost, location, use, and condition of the equipment; and any ultimate disposition data. Title for equipment shall remain with Grantee, and Grantee shall maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Agreement, Grantee shall use the proceeds to repair or replace said equipment. Upon termination of this Agreement, title, use, and disposal of equipment shall be in conformity with the UGMS.

SECTION 11. REPORTING REQUIREMENTS.

11.1. Until Grantee has submitted a Project Completion Report to the OOG, Grantee shall submit a Quarterly Project Status Report to the OOG, using the form attached hereto as Exhibit D, no later than twenty (20) calendar days after the end of each quarter. Quarterly reports are due:

- (1) First quarter – December 20;
- (2) Second Quarter – March 20;
- (3) Third Quarter – June 20; and
- (4) Fourth Quarter – September 20.

The OOG may, at its sole discretion and upon a finding by OOG that extraordinary circumstances support the additional time, provide written authorization to Grantee that provides Grantee a specified amount of additional time to submit a specified Quarterly Project Status report.

11.2. After Grantee has completed the Grant Project as set forth in this Agreement, but in no case more than one hundred twenty (120) calendar days after termination of this Agreement, Grantee shall submit to the OOG a Project Completion Report, using the form attached hereto as Exhibit E, describing all activities performed under this Agreement. Grantee shall provide to the OOG a Certification of Delivery, certifying that Grantee has received delivery of all equipment purchased pursuant to this Agreement.

11.3. No later than sixty (60) calendar days after the date on which Grantee submits Grantee's Project Completion Report to the OOG, Grantee shall provide to the OOG a DEAAG Project Impact Report, using the form attached hereto as Exhibit F. A DEAAG Project Impact Report must contain information concerning jobs generated and retained, and individuals trained as a result of the Grant Project. For purposes of this Agreement, job creation, retention, and training rates may be evidenced by satisfactory documentation, such as copies of payroll documents, human resource documents, or training enrollment records.

11.4. Grantee shall provide to the OOG additional information regarding the status of the Grant Project at any time upon request from the OOG.

11.5. Grantee shall cooperate with OOG and provide all requested assistance to the OOG in connection with the preparation of any reports required to be made by the OOG to the Texas Legislature or any relevant governmental entity regarding Grantee, the Grant, the Grant Project, or the Grant Application.

11.6. All reports provided to the OOG must be signed by the duly authorized representative of Grantee.

11.7. If after a written request by the OOG, Grantee fails to provide required reports, information, documentation, or other information as required by this Agreement, then the OOG may require corrective action or consider this act a possible default under this Agreement.

SECTION 12. CORRECTIVE ACTION.

12.1. Corrective Action. If the OOG finds deficiencies in Grantee's performance under this Agreement, the OOG, in its sole discretion, may impose one or more of the following corrective actions: increase monitoring visits; require the submission of additional or more detailed financial or programmatic reports; require prior approval for expenditures; require additional technical or management assistance or make modifications in business practices; reduce the grant award

amount; or terminate this Agreement. The foregoing are not exclusive remedies, and the OOG may impose other requirements that the OOG determines will be in the best interest of the State of Texas.

12.2. Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information without prior written authorization from the OOG may result in the OOG, in its sole discretion, placing Grantee on immediate financial hold without further notice to Grantee and without first requiring a corrective action plan. The OOG shall only provide written authorization for delay upon finding that extraordinary circumstances exist that support the delay. No reimbursements will be processed until the requested information is submitted. If Grantee is placed on financial hold, the OOG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time Grantee was placed on financial hold.

12.3. Sanctions. In addition to a financial hold, the OOG, in its sole discretion, may impose other sanctions including, but not limited to, withholding or suspending funding, requiring return or offset of previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Agreement, or any other appropriate sanction.

12.4. Notice of Possible Default. The parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OOG or Grantee. The OOG, in its sole discretion, will determine whether Grantee has acted or failed to act in such a manner that gives rise to an act of possible default under this Agreement. If the OOG determines Grantee has possibly defaulted on this Agreement, the OOG shall, within ten (10) business days after making that determination, give written notice of possible default to Grantee that also sets out the circumstances that support the OOG's determination.

12.5. Opportunity to Cure. Unless the OOG provides written authorization providing additional time as set forth below, Grantee must cure the possible default and provide the OOG with sufficient information that supports a finding of cure by the OOG within thirty (30) calendar days after the OOG gives Grantee notice under Section 12.4 of this Agreement. The OOG may, in its sole discretion and upon a finding by OOG that extraordinary circumstances support the additional time, provide written authorization to Grantee that provides Grantee a specified amount of additional time cure the possible default and provide required information to the OOG.

12.6. Cure. If the OOG determines, in its sole discretion, that Grantee has cured the possible default event, the OOG shall give written notice to Grantee within ten (10) business days after making that determination. The OOG shall be guided by good faith and reasonableness in determining whether Grantee has cured the possible default.

12.7. Default. If the OOG determines Grantee has not cured the possible default, Grantee shall be in default hereunder, and the OOG shall give written notice to Grantee informing Grantee of such default within ten (10) business days after the OOG reaches its determination. Any default may result in termination of this Agreement in accordance with Section 16 of this Agreement.

12.8. No Waiver. Notwithstanding the imposition of corrective actions, financial hold, or sanctions, Grantee remains responsible for complying with the Agreement terms and conditions. Corrective actions, financial hold, or sanctions do not excuse or operate as a waiver of prior failure to comply with this Agreement.

SECTION 13. NOTICES. Any notice required or permitted to be given under this Agreement by either party shall be in writing and shall be deemed to have been given immediately if sent to the e-mail address specified in this section. Any notice required or permitted to be given under this Agreement may be given by regular first class mail and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this section:

To Grantor:
Office of the Governor
Texas Military Preparedness Commission
P.O. Box 12428
Austin, TX 78711
tmprc@gov.texas.gov

To Grantee:
Judge Lewis Owens, Jr.
Val Verde County
400 Pecan Street
Del Rio, TX 78840
lowens@valverdecountry.texas.gov

SECTION 14. GRANTEE CERTIFICATIONS. By agreeing to and signing this Agreement, Grantee represents that Grantee has obtained all necessary authority to enter into this Agreement and hereby makes the following certifications, representations, and warranties:

14.1. Delinquent Child Support Obligations. Under Section 231.006(d) of the Texas Family Code, regarding child support, Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

14.2. Prohibited Bids and Agreements. Under Section 2155.004 of the Texas Government Code, Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.3. Gift to Public Servant. Grantee warrants that Grantee has not given, nor does Grantee intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Agreement.

14.4. Former Executive Head and Employees of the Agency. Grantee certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the following sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Prohibiting employment of state officers and employees who participated in the procurement of services); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

14.5. Conflicts of Interest. Grantee certifies that neither Grantee nor the personnel or entities employed in rendering services under this Agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of Grantee's obligations under this Agreement. Grantee has a continual and ongoing obligation to immediately notify the OOG in writing, upon discovery of any actual or potential conflict

14.6. Corporate Franchise Tax. Grantee certifies that, if applicable, Grantee's Texas franchise tax payments are current, or that Grantee is exempt from, or not subject to, such tax.

14.7. No Claims. Grantee certifies that Grantee does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

14.8. Debt to State. Grantee acknowledges and agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments Grantee is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Grantee owes the State of Texas until the debt or delinquent taxes are paid in full.

14.9. Compliance with Licensing, Permitting, and Regulatory Bodies. Grantee certifies that Grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform Grantee's obligations under this Agreement, without costs to the OOG. Grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with Grantee's obligations under this Agreement. Grantee shall comply with all applicable federal health and safety standards, including but not limited to, OSHA, and all Texas health and safety standards.

Grantee certifies that Grantee is currently is in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Grantee's business or operations. Grantee agrees to comply and remain compliant with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

14.10. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Grantee certifies that Grantee and Grantee's principals are not listed on the federal government's terrorism watch list as described in Executive Order 13224 and will remain compliant with this certification during the term of this Agreement. Grantee certifies that Grantee and Grantee's principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

14.11. Deceptive Trade Practices/Unfair Business Practices. Grantee represents and warrants that Grantee has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in such proceedings. Grantee certifies that Grantee has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative

hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

14.12. False Statements. By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause and pursue other remedies available to the OOG under this Agreement and applicable law.

14.13. Felony Criminal Convictions. Grantee represents and warrants that Grantee and Grantee's employees who will perform services under this Agreement have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised the OOG as to the facts and circumstances related to the conviction.

14.14. Immigration. Grantee represents and warrants that Grantee shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Agreement.

14.15. U.S. Department of Homeland Security's E-Verify System. Grantee certifies and ensures that Grantee utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, to determine the eligibility of:

- a. all persons employed to perform duties within Texas, during the term of the Agreement; and
- b. all persons, including subcontractors, employed or assigned by Grantee to perform work pursuant to the Agreement, within the United States of America.

If this certification is falsely made, the Agreement may be terminated.

14.16. Certification Concerning Prior Disaster Relief Contract Violation. The OOG is prohibited from awarding a grant to any with any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Grantee certifies that Grantee is not ineligible from entering into this Agreement and will remain compliant with this certification during the term of this Agreement. Grantee acknowledges that this Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

14.17. Technology Access Clause. If applicable, Grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, Grantee shall provide

the Department of Information Resources with the URL to Grantee's Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

14.18. Buy Texas. With respect to all services, if any, purchased pursuant to this Agreement, Grantee represents and warrants that Grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

14.19. Liability for Taxes. Grantee represents and warrants that Grantee shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, state, or local income, sales or excise taxes of Grantee or Grantee's employees. The OOG shall not be liable for any taxes resulting from this Agreement.

14.20. Israel. If Grantee is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, Grantee certifies that Grantee does not boycott Israel and will not boycott Israel during the term of the Agreement. If Grantee does not make that certification, Grantee must notify the OOG and state why the certification is not required. The term "boycott Israel" as used in the paragraph has the meaning assigned by Section 808.001 of the Texas Government Code.

14.21. Iran, Sudan, or Foreign Terrorist Organization. Grantee represents that neither Grantee, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Grantee, (i) is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code; (ii) constitutes a "scrutinized company" as defined by Section 2270.0001(9) of the Texas Government Code; or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code. The terms "foreign terrorist organization" and "designated foreign terrorist organization" have the meanings assigned to them in Sections 2252.151 and 2270.0001 of the Texas Government Code, respectively.

14.22. Cybersecurity Training Program. To the extent Grantee has access to any state computer system or database and is subject to the provisions of Section 2054.5192 of the Texas Government Code, the OOG will require Grantee to complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code, as selected by the OOG. The cybersecurity training program must be completed by Grantee during the term of the Agreement and during any subsequent extension period. Grantee shall verify completion of the program to the OOG in writing upon completion of the program.

14.23. Human Trafficking. Under Section 2155.0061 of the Texas Government Code, Grantee certifies that Grantee is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

SECTION 15. GENERAL TERMS AND CONDITIONS.

15.1. Independent Contractor. Grantee expressly agrees that Grantee is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of Grantee or any subcontractor of Grantee be considered an employee, agent, servant, joint venturer, joint enterpriser, or partner of the OOG, by virtue of this Agreement. Grantee agrees to take such steps as may be necessary to ensure that each contractor of Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser, or partner of the OOG.

All persons furnished, used, retained, or hired by or on behalf of Grantee or any of Grantee's subcontractors shall be considered to be solely the employees or agents of Grantee or Grantee's subcontractors. Grantee or Grantee's subcontractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers' compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

The OOG is not responsible for any types of claims whatsoever due to actions or performance, taken by the owners, incorporators, officers, directors, employees, volunteers of Grantee or any third parties under this Agreement, including but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

15.2. Subcontracting. In the event that Grantee should determine that it is necessary or expedient to subcontract for any of the performances herein, Grantee understands and agrees that Grantee will be responsible to the OOG for any subcontractor's performance under this Agreement. In no event shall this section or any other provision of this Agreement be construed as relieving Grantee of the responsibility for ensuring that performance under this Agreement, and any subcontracts thereto, is rendered in compliance with all of the terms of this Agreement. If Grantee uses a subcontractor for any or all of the work required, the following conditions will apply: (1) Grantee, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at Grantee's expense and the OOG shall not be liable in any manner to Grantee's subcontractor(s); (2) Grantee will be the sole contact for the OOG; and (3) Pursuant to Chapter 2251 of the Texas Government Code, Grantee will make any payments owed to subcontractors within ten (10) calendar days of Grantee's receipt of funds from the OOG.

15.3. No Assignment. This Agreement is not assignable by Grantee. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

15.4. Records Retention. Records shall be maintained and made available to the OOG or its authorized representatives upon request during the entire performance period of this Agreement and until three (3) years from date of final payment by the OOG for the services provided under this Agreement. In addition, those records relating to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available to the OOG or its designee until completion of such action and resolution of all issues which arise from it, or until the end of the aforementioned three (3) year period, whichever is later. Failure to provide reasonable access to authorized OOG representatives shall give the OOG the right to terminate this Agreement pursuant to Section 16 of this Agreement for reason of default.

15.5. Right to Audit. Grantee will cooperate fully in any review conducted by the OOG or its authorized representatives related to services provided under this Agreement. The OOG has the authority to monitor, inspect, assess, and review the fiscal and contractual performance of Grantee with respect to the Agreement, including all information related to any services provided under this Agreement or billed to the OOG. Grantee will remedy in a timely manner, any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found as a result of a review by the OOG or its authorized representatives. Such remedy can include a refund or offset of Agreement payments or any other appropriate actions deemed necessary by the OOG. Acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to audit or investigate the expenditure of funds under this Agreement or any subcontract. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract Grantee awards.

15.6. State Auditor. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency may conduct an audit or investigation of Grantee or any other entity or person receiving funds from the State of Texas directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Grantee or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested.

Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract Grantee awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Grantee related to this Agreement. This Agreement may be amended unilaterally by the OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

15.7. Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, Grantee acknowledges that the State of Texas, the OOG, and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552, and (the "PIA"). Grantee acknowledges that the OOG will comply with the PIA.

Grantee acknowledges that information created or exchanged in connection with this Agreement is subject to the PIA, and Grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State of Texas. Grantee will cooperate with the OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of Grantee under, pursuant to, or in connection with this Agreement that Grantee considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to the OOG or State of Texas or any other entity in accordance with this Agreement. Merely making a blanket claim that all documents are protected from disclosure will not render the whole of the information confidential. Any information not clearly identified as proprietary or confidential is subject to release in accordance with the PIA.

The OOG agrees to notify Grantee in writing within a reasonable time from receipt of a request for information covering Grantee's Confidential Information. The OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

Grantee agrees to maintain the confidentiality of confidential information received from the OOG or State of Texas during the performance of this Agreement, including information that discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information, and social security numbers.

Grantee agrees that if any of Grantee's agents receives any third-party request for the disclosure of information relating to this Agreement, Grantee shall notify the OOG of any such request within three (3) business days of receipt of the request.

15.8. Media Releases or Pronouncements. Grantee understands that the OOG does not endorse any vendor, commodity good, or service. Grantee, Grantee's employees, representatives, subcontractors, or other agents may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or Grant Project to which this Agreement relates, or which mentions the OOG, without the prior written approval of the OOG.

15.9. Indemnification. TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ALL RELATED COSTS, ATTORNEY'S FEES AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS

OF GRANTEE OR ANY OF GRANTEE'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. GRANTEE SHALL COORDINATE GRANTEE'S DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

15.10. Intellectual Property. TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE, OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE OOG'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE OOG BY GRANTEE OR OTHERWISE TO WHICH THE OOG HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT. GRANTEE AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. IN ADDITION, GRANTEE WILL REIMBURSE THE OOG AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES, OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS ARISING FROM ANY SUCH CLAIM. IF THE OOG DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE, OR IF THE OOG IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE OOG WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE WILL PAY ALL REASONABLE COSTS OF THE OOG'S COUNSEL.

15.11. Taxes/Workers' Compensation/Unemployment Insurance. GRANTEE IS FULLY RESPONSIBLE FOR GRANTEE'S OWN FEDERAL, STATE, AND LOCAL TAXES. GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS

AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO GRANTEE, GRANTEE'S EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

15.12. Tax Identification Information Required. As a prerequisite to the OOG's ability to process any payments to Grantee under this Agreement, Grantee shall provide the OOG with required tax and payee identification information in the form of a completed "Application for Texas Identification Number" (available on the Comptroller of Public Accounts' website at <http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf>). If Grantee has previously completed the required documentation to obtain a Texas Identification Number (TIN) prior to the Effective Date of this Agreement, Grantee may satisfy this requirement by providing the OOG with Grantee's current TIN, name, and address to permit the OOG to verify registration in the TINS System with the Texas Comptroller of Public Accounts.

15.13. Insurance. Unless otherwise noted in this Agreement, and to the extent that Grantee does not have or maintain insurance or does not have or maintain sufficient insurance, Grantee acknowledges and agrees that Grantee will be solely responsible for any losses or damages related to or caused by Grantee's performing Grantee's duties and obligations under this Agreement. The OOG will have no obligation to reimburse or otherwise pay Grantee for any costs incurred related to any such losses or damages.

15.14. Fraud, Waste and Abuse. Grantee understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event Grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the OOG that is made against Grantee, Grantee is required to immediately notify the OOG of said allegation or finding. Grantee is also obliged to inform the OOG of the status of any on-going investigations regarding allegations of fraud, waste, or abuse. Grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

15.15. Saturdays, Sundays, Holidays. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is a Saturday or a Sunday or a scheduled State of Texas or national holiday, then such action may be taken or such right may be exercised on the next succeeding business day that is not a Saturday, Sunday, or holiday. A schedule of State of Texas holidays is located at: <http://www.hr.sao.texas.gov/Holidays/>.

15.16. Applicable Law and Venue. This Agreement is made and entered into in the State of Texas. This Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any Grantee-initiated action, suit, or litigation arising out of or in any way relating to this Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court for the Western District of Texas, Austin Division. Venue for any OOG-initiated action, suit, or litigation arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and or defending such litigation. Grantee hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that Grantee is not subject to the jurisdiction of the above-named courts; the suit, action or litigation is brought in an inconvenient forum; or the venue is otherwise improper.

15.17. No Waiver of Sovereign Immunity. The OOG is immune from suit and from liability. No part of this Agreement, nor the conduct or statement any person, will be construed as a waiver of the doctrines of sovereign immunity and official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG or the State of Texas, and their officers, employees, or agents as provided by law.

SECTION 16. TERMINATION.

16.1. Convenience. The OOG may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, against the OOG, upon thirty (30) calendar days' notice to Grantee.

16.2. Cause/Default. In the event that Grantee fails to provide the agreed upon services according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OOG may, upon written notice of default to Grantee, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

16.3. Rights upon Termination or Expiration. In the event that the Agreement is terminated for any reason, or upon its expiration, the OOG shall be obligated to pay Grantee only for actual, reasonable, and allowable costs incurred up to the Effective Date of termination. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Agreement. The OOG will not be liable to Grantee or to Grantee's creditors for any costs incurred subsequent to receipt of a Notice to Terminate or any unacceptable or disallowed costs as determined by the OOG.

16.4. Liability after Termination. Notwithstanding any exercise by the OOG of its right of early termination pursuant to this section, Grantee shall not be relieved of any liability to OOG for

damages due to the OOG by virtue of any breach of this Agreement by Grantee. The OOG may withhold payments to Grantee until such time as the exact amount of damages due to the OOG from Grantee is agreed upon or is otherwise determined.

16.5. Refunds of Overpayment. Grantee shall refund to the OOG any sum of money paid to Grantee by the OOG, which the OOG determines is an overpayment to Grantee, or in the event the OOG determines funds spent by Grantee were not an allowable cost of this Grant Project. No refund payment(s) may be made from local, state, or federal grant funds unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by Grantee to the OOG within thirty (30) calendar days after such refund is requested in writing by the OOG, or within thirty (30) calendar days of a notice from the OOG indicating the request is the result of a final determination that the refund is owed.

16.6. Failure to Comply with Agreement. In the event Grantee fails to comply with any provision as specified in this Agreement, Grantee may be liable for damages under this Agreement and barred from applying for or receiving additional funding under the DEAAG program until repayment is made and any other compliance or audit findings are resolved or any issue of non-compliance is cured to the satisfaction of the OOG.

SECTION 17. AVAILABILITY OF FUNDS. This Agreement is subject to the availability and receipt of funds appropriated by the Texas Legislature that the OOG has allocated to this Agreement. If funds for this Agreement become unavailable during any budget period, the OOG may terminate this Agreement, without penalty, or reduce the amount of this Agreement at the discretion of the OOG. Grantee will have no right of action against the OOG if the OOG cannot perform its obligations under this Agreement as a result of lack of legislative appropriations in amounts sufficient to fund any activities or functions contained within the scope of this Agreement.

SECTION 18. MONITORING. The OOG or its designee may perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of Grantee's performance. After each monitoring visit, the OOG will provide Grantee with a written report of the monitor's findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for termination of this Agreement in accordance with Section 16 of this Agreement.

SECTION 19. CONFLICT OF INTEREST.

19.1. No Conflicts of Interest. Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Chapter 171 of the Texas Local Government Code.

19.2. No Inside Information. No employee, agent, consultant, officer, or elected or appointed official, of either Grantee or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Grant Project, shall be permitted to have or obtain a financial interest in or benefit from the Grant Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties.

SECTION 20. REGULATORY AND LEGAL ACTIONS AND CLAIMS.

20.1. No Pending or Threatened Actions Impairing Performance. Grantee represents and warrants that Grantee is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., (collectively "actions"), pending or threatened against Grantee within the five (5) calendar years immediately preceding the Effective Date of this Agreement that would or could impair Grantee's performance under this Agreement. In addition, Grantee shall notify the OOG in writing within five (5) business days of any changes to the representations or warranties in this clause or of any actions that Grantee may become aware of and receives notice of on or after the Effective Date of this Agreement. Grantee agrees that failure to so timely update the OOG of actions shall constitute breach of this Agreement and may result in immediate termination of this Agreement.

20.2. Notice of Actions Arising Out of Performance of Agreement. Grantee shall give the OOG immediate notice in writing of any action, including any proceeding before an administrative agency, filed against Grantee arising out of the performance of this Agreement. Except as otherwise directed by the OOG, Grantee shall immediately furnish to the OOG copies of all pertinent papers received by Grantee with respect to such action or claim. Grantee shall notify the OOG of any legal action filed against Grantee or any subcontractor, or of any proceeding filed under the federal bankruptcy code. Grantee shall submit a copy of such notice to the OOG within thirty (30) calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred as the result of any claims, judgments, fines, or settlements.

20.3. Governmental Units of the State of Texas. The OOG and Grantee acknowledge that they are governmental units of the State of Texas and are subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Chapter 101 of the Texas Civil Practice and Remedies Code.

20.4. No Liability. Grantee acknowledges that the OOG, the State of Texas, and their employees and officials shall not be held liable for any claims or causes of action whatsoever which may occur in the course of performing the services described in this Agreement, or from the award, cancellation, or withdrawal of this Grant.

SECTION 21. NOTICE OF MATERIAL EVENTS. Grantee shall furnish to the OOG prompt written notice upon becoming aware or having knowledge of the occurrence of any event or development that has, or would reasonably be expected to have, a material adverse effect on the completion of the Grant Project. Grantee shall inform the OOG in writing within ten (10) business days after Grantee learns of the existence of such material event.

SECTION 22. FORCE MAJEURE. Neither party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, which by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within ten (10) business days after the existence of such force majeure, or otherwise waive this right as a defense.

SECTION 23. DISPUTE RESOLUTION.

23.1 Informal Meetings. The parties' representatives shall meet as needed to implement the terms of this Agreement and shall make a good faith attempt to informally resolve any disputes. The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OOG or Grantee.

23.2. Grantee's Continued Performance. Grantee shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

SECTION 24. CHANGES AND AMENDMENTS.

24.1. Alterations, Additions, Deletions. Any alterations, additions, or deletions to the terms of this Agreement shall be by a written amendment executed by both parties.

24.2. Policy Directives. During the term of this Agreement, the OOG may issue policy directives to establish, interpret, or clarify requirements under this Agreement. Policy directives from the OOG shall be binding upon Grantee.

SECTION 25. SEVERABILITY. In case any one or more of the parts or 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 parts or provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable parts or provisions had never been contained herein.

SECTION 26. ENTIRE AGREEMENT. This Agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

SECTION 27. CONSTRUCTION. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and

representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

SECTION 27. CONSTRUCTION. The language in all parts of this Agreement shall be construed in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous, or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

SECTION 28. HEADINGS. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

SECTION 29. SURVIVAL OF CERTAIN PROVISIONS. Notwithstanding any expiration, termination, or cancellation of this Agreement, the rights and obligations pertaining to repayment of grant funds or damages, limitation of liability, indemnification, public information, reporting requirements, retention and accessibility of records, audit rights, rights upon termination, and any other provision implying survivability shall remain in effect after this Agreement ends.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

IN TESTIMONY HEREOF, Grantee and the OOG have executed this Defense Economic Adjustment Assistance Grant Agreement, effective as of the date of the last signature below

OFFICE OF THE GOVERNOR

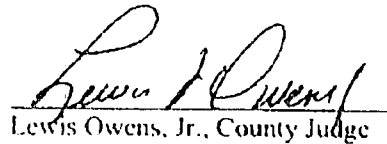
GRANTEE



Chief of Staff or Designee

4/5/2001

Date


Lewis Owens, Jr., County Judge

3/31/21

Date

**GRANT AGREEMENT BETWEEN
THE OFFICE OF THE GOVERNOR
AND
VAL VERDE COUNTY**

EXHIBIT A

GRANT BUDGET

\$2,465,447.93

Budget. Subject to the limitations within this Agreement, the OOG will reimburse Grantee for actual and allowable allocable costs paid according to the following amounts and budget categories:

Budget Category	
Infrastructure – Purchase of property	
Infrastructure - Professional & Consultant Services	
Infrastructure – New Construction	
Infrastructure - Rehabilitation and Renovation	
Infrastructure – Capital Equipment ¹	
Infrastructure – Capital Supplies ³	
Infrastructure – Facilities Insurance	
Training Equipment ²	
Training Supplies ³	
Total	\$2,465,447.93

¹ Per the UGMS, "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

² *Id.*

³ Per the UGMS, items of equipment with a per unit acquisition cost of less than \$5,000 are considered to be supplies.

**GRANT AGREEMENT BETWEEN
THE OFFICE OF THE GOVERNOR
AND
VAL VERDE COUNTY**

EXHIBIT B

GRANT NARRATIVE

UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS, the following narrative provided by Grantee in Grantee's October 30, 2020 grant application applies to this Agreement:

EXHIBIT C

UNIFORM STATE GRANT ASSURANCES

Grantee must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, the Uniform Grant Management Standards (UGMS) and Title 1, Part 1, Chapter 4 of the Texas Administrative Code, that govern the application, acceptance and use of federal and state funds for this project. In instances where multiple requirements apply to a Grantee, the more restrictive requirement applies. By accepting the grant award, Grantee certifies and assures that Grantee complies and will continue to comply with the following:

- Grantee possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
1. A grantee must comply with Chapter 553 of the Texas Government Code by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. A grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly prohibited by law.
3. A grantee must comply with Chapter 551 of the Texas Government Code, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. A grantee must comply with Section 231.006 of the Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. A grantee that is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code must be in compliance with all rules adopted by the Texas Commission on Law Enforcement ("TCOLE"), unless TCOLE certifies that Grantee is in the process of achieving compliance with such rules.
7. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
8. A grantee must comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Grantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public

- Health Service Act of 1942 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (c) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (d) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 17 Grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 28 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
 - 18 Grantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 - 19 Grantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§ 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
 - 20 Grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
 - 21 Grantees will insure that the facilities under Grantee's ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that Grantee will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738)
 - 22 Grantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
 - 23 Grantees will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523), and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 - 24 Grantees will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - 25 Grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 - 26 Grantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 - 27 Grantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
 - 28 Grantees must adopt and implement applicable provisions of the model HIV AIDS work place guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
 - 29 Grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994, which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.
 - 30 Grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

- 25 Grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
- 26 Grantee must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs

EXHIBIT D

QUARTERLY PROJECT STATUS REPORT
VAL VERDE COUNTY
TMPC GRANT NUMBER: 2020-02-11

Expenditures for Quarter Ending [DATE]:

<u>Expenditures</u>	<u>Description</u>
---------------------	--------------------

Percentage of Grant Project Completed:

Summary of Expenditures to Date:

<u>Quarter Ending</u>	<u>Expenditures</u>
-----------------------	---------------------

Brief Narrative Explaining Expenditures:

Grant Project Status:

Grantee's Duly Authorized Representative: _____ Date: _____

EXHIBIT E

**PROJECT COMPLETION REPORT
VAL VERDE COUNTY
TMPC GRANT NUMBER: 2020-02-11**

Percent Completed:

GRANTEE has successfully completed, and in a satisfactory manner, the **GRANT PROJECT**.
The purpose of the grant was to **[GRANT PURPOSE]**.

The total cost for the Grant Project is as follows:

- Grant Project Total \$
- Total \$

The following is a brief Grant Project scope summary:

This is to certify that an inspection of 100% of the completed Grant Project described below was conducted on the ____ day of _____, 20__.

Contracts were entered into for **GRANT PROJECT** between **GRANTEE** and the following subcontractors: **[SUBCONTRACTORS.]**

This is to further certify that any and all Equipment included as part of the grant budget has been purchased with the specified grant purpose, timeline, budget, and all addenda, change orders, and supplemental agreements thereto.

NAME OF GRANTEE:

Signature of Grantee's Duly Authorized Representative

Print Name

Title

Date

Exhibit F

**DEAAG PROJECT IMPACT REPORT
VAL VERDE COUNTY
GRANT NUMBER: 2020-02-11**

Project Name:

Grantee Name:

Address:

Telephone:

Fax:

Contact Person:

E-mail:

Time Period Covered by Report: ____ to ____

Grant Project Performance Measures:

- Create, retain, or train ____ Jobs by the completion of the Grant Project
- Grant Project Description:
- Grant Project Address:

Jobs Created

Time Period	Active Full Time Jobs Created, Retained or Students Trained
EX. 01 12 – 03 12	
Total	

Breakdown of Jobs Created

Job Type	Jobs Created or Retained This Reporting Period	Total Jobs Created to Date
Direct Permanent Jobs		
Indirect Permanent Jobs		
Individuals Trained		
Total		

Businesses assisted or created this period: _____

Businesses assisted or created to date: _____

Grant Project Financial Impact

- Narrative summary of Impact:
- Update on current Grant Project Status (include curriculum updates):

THE SIGNATURE BELOW CERTIFIES THAT THE INFORMATION SUBMITTED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST KNOWLEDGE OF GRANTEE.

FOR GRANTEE:

Signature

Print Name

Title

Date



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Handwritten initials

Property Renewal Schedule
Member: Val Verde County
Coverage Period: 07/01/2021 - 07/01/2022

Property Renewal Schedule

Member Name: Val Verde County

Pool Coordinator: Ms. Joanna Montemayor
Email: jmontemayor@valverdecountry.texas.gov

Instructions for Completion

- 1) Review each tab and update as needed.
 - 2) Include Declarations page for any National Flood Insurance Program coverage in force.
 - 3) Email completed questionnaire by March 31, 2021 to: TACRMP@county.org or sofiam@county.org
- All entries are subject to approval, further information may be requested upon review.

If this schedule is not received by March 31, 2021, coverage will be renewed as it currently stands with any requested changes handled by endorsement.

Your Member Services Representative is available to assist you with any questions or concerns and can be reached at 1-800-456-5974.

Property Renewal Questions

Yes or No

1. Do you have any property in the course of construction or plan to undergo any major construction for buildings reported?
If yes, please provide us with the building item #, cost of project and estimated project completion date.
2. Are any owned buildings currently vacant?
If yes, please identify the building item # and is the building being maintained and secured?
3. Are any loss payees applicable to any properties?
If yes, please identify the building item # or mobile equipment item # and provide the loss payee contact information

Unreported Claims

Yes or No

1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future?
If yes, please describe:

2. Has the situation been reported to TAC Claims Department?

Acknowledgement and Acceptance

Member Name: Val Verde County

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.



Signature of County Judge or presiding official of the Political Subdivision

3-16-21

Date

Purchasing Solutions Alliance

a purchasing cooperative for public agencies



INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code (together, the "Acts"), and other similar, applicable laws of other states, by and between the Purchasing Solutions Alliance, hereinafter referred to as "PSA," having its principal place of business in Bryan, Texas, and Val Verde County, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Cooperative Member," having its principal place of business in Del Rio (city), Texas (state).

WHEREAS, PSA is a cooperative purchasing program of the Brazos Valley Council of Governments, a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code and as such is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, PSA is duly authorized to contract with eligible entities under the Acts, and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the applicable laws of its state, that its governing body has authorized this Agreement and that it desires to contract with PSA on the terms set forth below,

NOW, THEREFORE, PSA and the Cooperative Member do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to PSA that it is eligible to contract with PSA under the Acts for the purposes recited herein because it is one of the following: a local government, as defined in the Acts (a county, a municipality, a special district, or other political subdivision of its state, or a combination of two or more of those entities, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement

ARTICLE 2: APPLICABLE LAWS

PSA and the Cooperative Member agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the

provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Articles 7 or 8.

ARTICLE 5: SCOPE OF SERVICES

The Cooperative Member appoints PSA its true and lawful purchasing agent for the purchase of certain products and services. All purchases hereunder shall be in accordance with federal statutes and procedures governing competitive bids and competitive proposals as denoted in 2 C.F.R. Part 200 and in accordance with specifications and contract terms established by PSA, and at the prices available and published by PSA. Ownership (title) to products purchased through contracts awarded pursuant to the PSA program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

ARTICLE 6: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall PSA have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through the PSA program.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. PSA reserves the right to make changes in the scope of products and services to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

PSA or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be

suspended until such disability to perform is removed, provided, however, force majeure shall not excuse an obligation solely to pay funds

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: MISCELLANEOUS

a This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas

b The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities

c This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

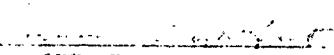
Purchasing Solutions Alliance
Brazos Valley Council of Governments
3991 East 29th St.
Bryan, Texas 77802

Brazos Valley Council of Governments,
Executive Director or Designee

Signature of Executive Director or Designee

Date: 5-13-21

Susan Lightfoot
Attest: PSA Program Manager

Attest: 
Signature of PSA Program Manager

Date: 5-13-21

Val Verde County
Name of Cooperative Member

509 E. Gibbs St.
Mailing Address

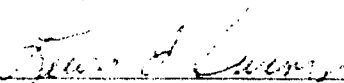
Del Rio, TX 78840
City, State, ZIP Code

Guillermo Sanchez, Purchasing Agent
Name & Title of Primary Contact Person

(830) 774-7505
Telephone

gsanchez@valverdecounty.texas.gov
E-mail Address

Lewis G Owens, Jr., County Judge
Authorized by (Printed Name and Title)


Authorized by (Signature)

Date: 3-16-21

#36

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Real County, Texas (hereinafter "County") effective March 16, 2021.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex. Rev. Div. Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows.

ARTICLE 1

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES**: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES**: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION**: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to such inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY**: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .560 per mile. Ambulance

transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of \$26.63 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Seventy-five dollars and fifty-six cents (\$75.56) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to.

By wire to:
The GEO Group, Inc
C/O Bank of America
ABA Routing #0260-0959-3
Account #3751223010

OR make check payable to:
The GEO Group, Inc.
P.O. Box 281560
Atlanta, GA 30384-1560

Or make remittance by ACH to:
The GEO Group, Inc
C/O Bank of America
ABA #111-000-012
Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.
- 3.02 **RENEWALS:** This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

- 3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

- 4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.
- 4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.
- 4.04 **INMATE SENTENCE:** Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT** This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor. Val Verde County Correctional Facility
 253 FM 2523 Hamilton Lane
 Del Rio, Texas 78840

To County. Real County
 PO Box 445
 Leakey, Texas 78873

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE** The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas, and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS**: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE**: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY**: By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

in Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

REAL COUNTY, TEXAS

Reuben W. Kline
Real County Judge

(As authorized and approved by
Real County Commissioners Court)

Date March 8 2021

Date signed March 8 2021

Kevin E. Hargrett
County Treasurer

Date Signed 3-8-2021

Nathan Johnson
Nathan Johnson, Real County Sheriff

Date Signed 3-8-2021

Attest:
This 8 day of MARCH, 2021

Shirley A. Hargrett
Shirley A. Hargrett, County Clerk

VAL VERDE COUNTY, TEXAS

Lewis J. Cunniff
Val Verde County Judge

(As authorized and approved by Val Verde
County Commissioners Court)

Date 3-16-21

Date signed 3 16 21

Matthew Weingardt
Matthew Weingardt, Val Verde County Auditor

Date Signed 03-16-21

Frank Martinez
Frank Martinez, Val Verde County Sheriff

Date Signed 03/17/2021

Attest:
This 16 day of March 2021

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

