



**COMMISSIONER'S COURT MINUTES**

**JANUARY 24<sup>TH</sup> REGULAR TERM, A.D. 2018**

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

**BE IT REMEMBERED** that on this the 24<sup>th</sup> day of January A.D. 2018 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: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Gustavo Flores, Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Pledge of allegiance.
4. Approval of minutes from previous meetings.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-018	N	F		09/29/2017		W, O, N, F, EVV		
				01/10/2018				

5. Citizens' Comments.

- 1) \_\_\_\_\_ None. \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

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

**MOTION KEY:**  
 EFRAIN V VALDEZ= EVV  
 COMM WARDLAW=W  
 COMM OWENS=O  
 COMM NETTLETON=N  
 COMM FLORES= F

**QUORUM**

- COUNTY JUDGE
- \_\_\_\_\_ Judge's Staff
- \_\_\_\_\_ Judge's Staff
- COMM. PRCT# 1
- COMM. PRCT# 2
- COMM. PRCT# 3
- COMM. PRCT# 4

**ATTENDING**

**COUNTY STAFF/DEPTS:**

- AMS COUNTY ATTY @9:08
- SL COUNTY ATTY STAFF
- \_\_\_\_\_ COUNTY ATTY STAFF
- \_\_\_\_\_ DISTRICT CLERK
- \_\_\_\_\_ IT
- SHERIFF
- \_\_\_\_\_ SHERIFF'S STAFF
- \_\_\_\_\_ AUDITOR
- TREASURER @9:15
- PURCHASING
- HR
- \_\_\_\_\_ TAX COLLECTOR
- RISK MGMT
- FIRE DEPT
- \_\_\_\_\_ EMERGENCY MGMT
- \_\_\_\_\_ JP #1
- \_\_\_\_\_ JP #2
- \_\_\_\_\_ JP #3
- \_\_\_\_\_ JP #4
- OTHER
- Constable Hernandez,
- Carl Esser \_\_\_\_\_

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

**Efrain Valdez, County Judge**

6. Presentation by Dell Dickinson and Joe Joplin, landowners and stakeholders regarding recent and proposed new wind farm development in Val Verde County.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation only.				

[Clerk's note: 10-minute break]

7. Discussion and possible action to approve payment of the annual County membership dues for Texas Association of Counties.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-019	N	F		Motion to approve.		W, O, N, F, EVV		

8. Discussion and possible action on resolution authorizing the submission of a Solid Waste Grant Application to dispose of old tires throughout Val Verde County under the Request for Applications of the Regional Solid Waste Grants Program and authorize County Judge to sign. The maximum amount Val Verde County may apply for is \$5,000.00, No match is required.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-020	O	N		Motion to approve.		W, O, N, F, EVV		

9. Discussion and possible action to consider correspondence from TDA regarding 2017 2018 Colonia Fund Construction (CFC) Scores.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report only.				

10. Discussion and possible action on employee pay increase.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-021	N	F		Motion to set 1 <sup>st</sup> Assistant salary in the County Attorney's office at \$80,000 and the 2 <sup>nd</sup> Assistant salary at \$65,500.00		W, N, F, EVV	O	

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

11. Discussion and possible action on Resolution for 2018 Indigent Defense Grant Program.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-022	N	F		Motion to apply.		W, O, N, F, EVV		

12. Discussion and possible action on P4 Initiative agreement to construct a relief route for LAFB and a partnership with TxDot dealing with fuel issues route and to discuss county funding on the relief route.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-023	N	W		Motion to set aside		W, O, N, F, EVV		
				\$100,000 for materials				
				from Contingency until				
				settlement then reimburse				
				Contingency.				

13. Discussion and possible action on the lease agreement between Val Verde County and Bobby Paul for the use of the Val Verde County Fairgrounds for the George Paul Memorial Bull Riding (April 27, 2018 & April 28, 2018).

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-024	O	N		Motion to approve.		W, O, N, F, EVV		

14. Discussion and possible action on use of the Hot Tax funds for the George Paul Memorial Bull Riding.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-025	N	F		Motion to accept and		W, O, N, F, EVV		
				take from Hot Tax Fund.				

15. Discussion and possible action on the use of the Alcoa Field for a softball professional clinic and celebrity tournament on February 3, 2018.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-026	N	F		Motion to approve and		W, O, N, F, EVV		
				authorize the Judge to sign				
				with a rate of \$1.00.				

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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

16. Discussion and possible action on the lease agreement between Val Verde County and the Border Youth Soccer League for the use of the soccer fields at Alcoa fields. (February 26, 2018 – June 16, 2018).

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-027	N	F		Motion to set rate at \$1.00.		W, O, N, F, EVV		

**Gustavo Flores, County Commissioners Pct. 4**

17. Discussion and possible action upon Performance Statement Modification No.2 for TxCDBG Contract No. 7216075 and authorize County Judge to sign. Waterline along Vega Verde Road to be increased by 900 additional linear feet benefiting six additional households.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-028	F	N		Motion to approve and authorize Judge to sign.		W, O, N, F, EVV		

18. Discussion and possible action regarding Change Order No. 1 between Ferguson Waterworks and Val Verde County for Waterline Materials for Vega Verde Road increasing contract amount by \$22,638.04 and authorize County Judge to sign. Cost for additional materials to be paid from TxCDBG Contract No. 7216075.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-029	F	N		Motion to approve and authorize the Judge to sign.		W, O, N, F, EVV		

19. Discussion and possible action upon Small Purchase Procurement Record Form A504 for Rental Cost of Excavator for four (4) months for the Vega Verde Waterline Project, and authorize County Judge to sign. Cost for Excavator Rental to be reimbursed from TxCDBG Contract No. 7216075.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-030	F	W		Motion to approve and authorize the Judge to sign.		W, O, N, F, EVV		

**Rogelio R. Musquiz Jr., County Purchasing Agent**

20. Discussion and possible action regarding Val Verde County and/or Val Verde County Sheriff's Office entering into a 3 year service agreement with LeadOnline LLC for the use of an electronic reporting and criminal investigation system to include authorization signature.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-031	N	F		Motion to approve and authorize the Judge to sign.		W, O, N, F, EVV		

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21. Discussion and possible action regarding the County Court at Law Office copier service contract.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-032	N	F		Motion to approve.		W, O, N, F, EVV		

22. Discussion and possible action regarding the payment of executed purchases not complying

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-033	N	F		Motion to approve.		W, O, N, F, EVV		

with current purchasing policy.

**Joe Frank Martinez, County Sheriff**

23. Discussion and possible action regarding the Ratification of the Modification 10 of the Intergovernmental Agreement (IGA) between United States Marshals Service and Val Verde County Detention Facility.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-034	N	F		Motion to approve and authorize the Judge to sign.		W, O, N, F, EVV		

24. Discussion and possible action authorizing Sheriff Joe Frank Martinez to hire part-time Telecommunications Officers.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-035	F	N		Motion to approve.		W, O, N, F, EVV		

25. Discussion and possible action on Cooperative Agreement (H7100100001) between the National Park Service and Val Verde County Sheriff's Office.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-036	N	F		Motion to approve.		W, O, N, F, EVV		

26. Presentation of the 2017 Racial Profiling Report.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-037	N	O		Motion to approve and accept report.		W, O, N, F, EVV		

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**Stephen Berg, Constable Pct. 3**

27. Presentation of the 2017 Racial Profile Report.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-038	N	F		Motion to accept report.		W, O, N, F, EVV		

**Pat Cole, Justice of the Peace, Pct. 3**

28. Discussion and possible action to purchase Garrett Super Scanner V Portable Metal Detector to be used by Constables and Bailiffs for Justice of the Peace floor and courtroom. Cost is \$191.96. Payment to be made from Justice Court Security Fund.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-039	N	F		Motion to approve.		W, O, N, F, EVV		

**Aaron Rodriguez, County Treasurer**

29. Monthly Treasurer's Report.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-040	N	F		Motion to approve.		W, O, N, F, EVV		

**Matthew Weingardt, County Auditor**

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-041	N	O		Motion to approve.		W, O, N, F, EVV		

30. Monthly County Auditor's Report.

**Juanita Barrera, HR Director**

31. HR Monthly Report: December 27, 2017 through January 18, 2018.

- A. Ana Smith, County Attorney, requesting that Matthew Weingardt, County Auditor start issuing checks to Michael Ramirez, Temporary Clerk, with an hourly rate of \$10.00 effective December 27, 2017. Mr. Ramirez is filling in a temporary position which was approved by Commissioners Court.

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- B. Robert Nettleton, Commissioner Pct. 3, is requesting that Matthew Weingardt, County Auditor start issuing checks to Eric Nalls, Lt. Equipment Operator, with an annual salary of \$23,525.00 effective January 3, 2018. Mr. Nalls is replacing Jesus Esquivel who resigned.
- C. Gustavo Flores, Commissioner Pct.4, requesting that Matthew Weingardt, County Auditor start issuing checks to Homero Gallegos, Driver, with an annual salary of \$21,450.00 effective January 9, 2018. Mr. Gallegos is replacing Paul Escobedo who resigned.
- D. Matthew Weingardt, County Auditor advising Commissioners Court he will start issuance of checks to Sandra Lopez, 4<sup>th</sup> Assistant County Auditor, effective January 9, 2018, with an annual salary of \$28,502.50. Ms. Lopez is replacing Michael Ramirez who was terminated.
- E. Matthew Weingardt, County Auditor advising Commissioners Court he stopped the issuance of checks to Sandra Lopez, 4<sup>th</sup> Assistant County Auditor, effective January 16, 2018, Ms. Lopez has resigned
- F. Jerry Rust, Fire Chief, requesting that Matthew Weingardt, County Auditor start issuing checks to Jay Bugg, Firefighter, with an annual salary of \$29,737.50 effective January 13, 2018. Mr. Bugg is replacing Vince Valadez who was terminated.
- G. Joe Frank Martinez, Sheriff, is informing Commissioners Court of the transfer of Ryan Lowe, from CID to Patrol as a Patrol Sergeant, No change in pay. Mr. Lowe is replacing Sergio Mendoza who resigned.
- H. Joe Frank Martinez, Sheriff, requesting that Matthew Weingardt, County Auditor start issuing checks to Eduardo Verastegui, CID Sergeant, with an annual salary of \$37,012.50, effective January 6, 2018. Mr. Verastegui, has been transferred from Patrol to CID, he is replacing Rayan Lowe who transferred to Patrol.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-042	N	F		Motion to approve with change from County Auditor to County Treasurer.		W, O, N, F, EVV		

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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

**Ana Markowski Smith, County Attorney**

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

- 32. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
- 33. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.
- 34. Ana Murkowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.
- 35. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.074(a)(1), attorney/client consultation to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the following employees: Risk Management Officer/Health Inspector.

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ §551.072 _____ §551.074(a)(1), _____
OTHER _____ BEGAN @ _____ ENDED @ _____ BREAK @ _____ RESUMED @ _____ ACTION AFTER EX: _____

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-043	N	F		Approve the job description of Engineer/Risk Management & set salary at \$75,000.00.		W, O, N, F EVV		

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

36. Approve subdivision plats.

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

37. Approve Certificates of Compliance.

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

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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

38. Approve monthly reports from elected officials.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-044	N	F		Motion to approve.		W, O, N, F, EVV		

39. Approve bills for payment.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-045	N	F		Motion to approve to include \$2,250 to JP Sanchez.		W, O, N, F, EVV		

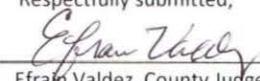
40. County Judge's comments. None.

41. Adjourn. 11:12 AM

The foregoing, recorded in Volume 50, pages 370-479, inclusive, was on this the 21st day of February A.D. 2018, read and is hereby **APPROVED**.

ATTEST:  
  
 GENEROSA GRACIA-RAMON  
 COUNTY CLERK



Respectfully submitted,  
  
 Efrain Valdez, County Judge  
 Val Verde County, Texas

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



**Efrain V. Valdez**  
County Judge

P.O. Box 4250  
Del Rio, TX 78841  
Email: evaldez@valverdecountry.org

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**  
**January 24, 2018 REGULAR TERM**

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

**January 24, 2018 at 9:00 AM**

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Approval of minutes from previous meetings.
5. Citizens's 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:**

**Efrain Valdez, County Judge**

6. Presentation by Dell Dickinson and Joe Joplin, landowners and stakeholders regarding recent and proposed new wind farm development in Val Verde County.

7. Discussion and possible action to approve payment of the annual County membership dues for Texas Association of Counties.
8. Discussion and possible action on resolution authorizing the submission of a Solid Waste Grant Application to dispose of old tires throughout Val Verde County under the Request for Applications of the Regional Solid Waste Grants Program and authorize County Judge to sign. The maximum amount Val Verde County may apply for is \$5,000.00, No match is required.
9. Discussion and possible action to consider correspondence from TDA regarding 2017 2018 Colonia Fund Construction (CFC) Scores.
10. Discussion and possible action on employee pay increase.
11. Discussion and possible action on Resolution for 2018 Indigent Defense Grant Program.
12. Discussion and possible action on P4 Initiative agreement to construct a relief route for LAFB and a partnership with TxDot dealing with fuel issues route and to discuss county funding on the relief route.
13. Discussion and possible action on the lease agreement between Val Verde County and Bobby Paul for the use of the Val Verde County Fairgrounds for the George Paul Memorial Bull Riding (April 27, 2018 & April 28, 2018).
14. Discussion and possible action on use of the Hot Tax funds for the George Paul Memorial Bull Riding.

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21. Discussion and possible action regarding the County Court at Law Office copier service contract.

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22. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

**Joe Frank Martinez, County Sheriff**

23. Discussion and possible action regarding the Ratification of the Modification 10 of the Intergovernmental Agreement (IGA) between United States Marshals Service and Val Verde County Detention Facility.
24. Discussion and possible action authorizing Sheriff Joe Frank Martinez to hire part-time Telecommunications Officers.
25. Discussion and possible action on Cooperative Agreement (H7100100001) between the National Park Service and Val Verde County Sheriff's Office.
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**Aaron Rodriguez, County Treasurer**

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**Matthew Weingardt, County Auditor**

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**Juanita Barrera, HR Director**

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**Ana Markowski Smith, County Attorney**

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

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35. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.074(a)(1), attorney/client consultation to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the following employees: Risk Management Officer/Health Inspector.

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

36. Approve subdivision plats.
37. Approve Certificates of Compliance.
38. Approve monthly reports from elected officials.

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39. Approve bills for payment.

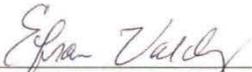
40. County Judge's comments.

41. Adjourn.

P.O. Box 4250 • Del Rio, TX 78841

**VOL. 50 PAGE 385**

Our next Regular Commissioners Court Meeting will be February 7, 2018, @ 9:00 a.m.; **Agenda Items are due Friday, February 2, 2018 @ 12: 00 noon.**

  
Efrain Valdez, County Judge  
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON  
JANUARY 19, 2018: AT 3:38 PM

2018 JAN 19 P 3:38  
GENEROSA GRACIA-RAHON  
VAL VERDE COUNTY CLERK  
BY MP DEPUTY

FILED

P.O. Box 4250 • Del Rio, TX 78841

**CERTIFICATION**

I, the undersigned County Clerk, do hereby certify that the attached **AGENDA/NOTICE/ ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 19th day of January, 2018 at 3:38 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.

SEAL



A handwritten signature in blue ink, reading 'Generosa Gracia-Ramon', written over a horizontal line.

**Generosa Gracia-Ramon  
Val Verde County Clerk**

Tabled from 11/15/17 #17-502



**COMMISSIONER'S COURT MINUTES**

**SEPTEMBER 29<sup>TH</sup> SPECIAL TERM, A.D. 2017**

**1. PUBLIC HEARING-ADOPTION OF THE FY 2018-2017 BUDGET.**

The Judge opened the scheduled public hearing at 9 o'clock a.m. There were no comments and no one spoke for or against the proposed FY 2017-2018 Budget.

**2. CALL TO ORDER.**

**3. DETERMINATION THAT A QUORUM IS PRESENT:**

**BE IT REMEMBERED** that on this the 29<sup>th</sup> day of September A.D. 2017 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 **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, 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:

**4. Pledge of Allegiance.**

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

**MOTION KEY:**  
EFRAIN V VALDEZ= EVV  
COMM WARDLAW=W  
COMM OWENS=O  
COMM NETTLETON=N  
COMM FLORES= F

**QUORUM**

- COUNTY JUDGE
- EP Judge's Staff
- Judge's Staff
- COMM. PRCT# 1
- COMM. PRCT# 2
- COMM. PRCT# 3
- COMM. PRCT# 4

**ATTENDING**

**COUNTY STAFF/DEPTS:**

- COUNTY ATTY
- COUNTY ATTY STAFF
- COUNTY ATTY STAFF
- DISTRICT CLERK
- IT
- SHERIFF
- SHERIFF'S STAFF
- AUDITOR
- TREASURER
- PURCHASING
- HR
- TAX COLLECTOR
- RISK MGMT
- FIRE DEPT
- EMERGENCY MGMT
- JP #1
- JP #2
- JP #3
- JP #4
- OTHER

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

**Rogelio R. Muzquiz Jr., Purchasing Agent**

5. Discussion and possible action regarding Val Verde County Tx., entering into a monthly lease

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-434	N	F		Motion to approve as presented		W, O, N, F		
				for 36 month lease.		EVV		

agreement with Pitney Bowes to provide mass mailing postal service for County Clerk's office.

**Efrain Valdez, County Judge**

6. Setting salaries, expenses, and allowances of county elected officials FY 2017-18.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-435	N	F		Motion to approve.		W, O, N, F, EVV		

7. Establish salary grievance committee for FY2017-18 and appoint members and alternate members.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-436	O	F		Motion to Appoint:		W, O, N, F, EVV		
				1) Alonzo Martinez;				
				2) Elsayyid Ibrahim; and				
				3) Yanira Ortiz.				
				Alternates: George Davis,				
				Douglas Fitzgerald, and				
				Martin Humphries				

8. Adoption of budget FY 2017-18.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-437	O	N		Motion to adopt the FY 2017-2018		W, O, N, F, EVV		
				Proposed Operating Budget.				

9. Adoption of tax rate for 2017-2018 fiscal year.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-438	N	F		Motion to adopt a tax rate for the Maintenance		W,N,F,	O	
				and Interest and Sinking Fund of .4993.		E V V		
	N	W		Motion to set the Farm to Market rate at .0244.		W,O,N,F		
						EVV		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

10. Setting date, time and place for regular Val Verde County Commissioner Court meetings.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-439	N	W		Motion to set Commissioner's Court Meetings for every other Wednesday @ 9 AM at Old County-Court At Law Starting October 4th of 2017.		W,O,N,F		
						EVV		

11. Considering payment to county and precinct officials on either a fee or a salary basis.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-440	N	F		Motion to set pay for officials on A salary basis.		W, O, N, F		
						EVV		

12. Other relating to FY 2017-18.

a. Establishing mileage reimbursement and per diem rates.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-441	N	W		Motion to set mileage at the IRS rate and change as the rate Changes (Currently \$46 per day.)		W, O, N, F		
						EVV		

b. Setting trappers salaries.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-442	W	N		Motion to pay as lump sum.		W, O, N, F, EVV		
			W	Motion to withdraw	N	W, O, N, F, EVV		
	W	N		Motion to pay as invoiced		W, O, N, F, EVV		

c. Appointment of withholding agent.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-443	W	O		Motion to appoint the payroll division in the County Auditor's Office.		W, O, N, F, EVV		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

d. Approval of orders relating to levy of occupational taxes and licenses of beer, wine and liquor.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-444	N	F		Motion to accept as		W, O, N, F, EVV		
				presented.				

13. Establishing county holidays for FY 2017 -2018.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-445	N	F		Motion to approve as		W, O, N, F, EVV		
				presented.				

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

**ADDENDUM**

**September 29, 2017 @ 9:00 a.m.**  
**County Court at Law Building 207B E. Losoya St.**  
**Del Rio, Texas**

**Matthew Weingardt, County Auditor**

- I. Discussion and possible action on the following items;
  - a. Amendments to 2016/2017 Budget
  - b. Government Capital
  - c. D.A. vacation payout

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-446	N	n/a		Motion to extend time of		W, O, N, F, EVV		
				when to take.*(No 2 <sup>nd</sup> )				
	W	N		Motion to Table		W, O, N, F, EVV		

[Clerk's note: \*No second motion]

---

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

**d. Appointment of audit firm Pattillo Brown & Hill F/Y 2017**

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-447	W	N		Motion to go out for RFQ's		W, O, N, F, EVV		
				as previously court ordered.				

**e. Ag Opinion KP-0160**

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

14. Adjourn: 10:08 AM.

The foregoing, recorded in Volume \_\_\_\_\_, pages \_\_\_\_\_, inclusive, was on this the 24th day of January A.D. 2018, read and is hereby **APPROVED**.

Respectfully submitted,

\_\_\_\_\_  
Efrain Valdez, County Judge

ATTEST:

\_\_\_\_\_  
Generosa Gracia-Ramon, County Clerk



**COMMISSIONER'S COURT MINUTES**

**November 15<sup>TH</sup> REGULAR TERM, A.D. 2017**

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

BE IT REMEMBERED that on this the 15<sup>th</sup> day of November A.D. 2017 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: Elfrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Pledge of Allegiance.
4. Approval of minutes from previous meetings.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Non	Abst
17-501	N	O		Motion to approve 9/18,9/25, 10/4,10/10 w/o corrections.		W, O, N, F, EVV		
17-502	N	F		Motion to table 9/29		W, O, N, F, EVV		
17-503	N	O		Motion to approve 10/18 w/o corrections.		W, N, F, EVV		

5. Citizen's Comments.

1) \_\_\_\_\_  
 2) \_\_\_\_\_ None \_\_\_\_\_  
 3) \_\_\_\_\_

MOTION KEY:  
 EFRAIN V. VALDEZ=E.VV  
 COMM WARDLAW=W  
 COMM OWENS=O  
 COMM NETTLETON=N  
 COMM FLORES=F

QUORUM  
 COUNTY JUDGE  
 Judge's Staff  
 Judge's Staff  
 COMM. PRCT#1  
 COMM. PRCT#2  
 COMM. PRCT#3  
 COMM. PRCT#4

ATTENDING  
COUNTY STAFF/DEPTS:  
 COUNTY ATTY  
 COUNTY ATTY STAFF  
 COUNTY ATTY STAFF  
 DISTRICT CLERK  
 IT  
 SHERIFF  
 SHERIFF'S STAFF  
 AUDITOR  
 TREASURER 9:03 AM  
 PURCHASING  
 HR  
 TAX COLLECTOR  
 RISK MGMT  
 FIRE DEPT  
 EMERGENCY MGMT  
 JP #1  
 JP #2  
 JP #3  
 JP #4  
 OTHER \_\_\_\_\_

MOTION KEY: EFRAIN V. VALDEZ=E.VV, COMM WARDLAW=W, COMM OWENS=O, COMM NETTLETON=N, COMM FLORES=F

#6

## TROUBLE IN THE WIND

- I. Opening Remarks: Dell Dickinson
- II. **"Trouble in the Wind"** Power Point Presentation: Joe Joplin
- III. Closing Remarks: Dell Dickinson



## Trouble in the Wind

### Challenges

Wind farms are substantial industrial developments that cause noise and light pollution, disrupt natural viewsheds, degrade landscapes and negatively impact wildlife. Wind farm development has taken root in Val Verde County with apparent plans for expansion. The current wind farm was developed without an opportunity for stakeholder input, resulting in investor profit disproportionate to local gain.

Wind farm development in Val Verde County:

- Degrades the frontier legacy character of the region
- Sacrifices future generation opportunities for limited short-term benefits to external interests
- Disrespects neighbors
- Devalues real estate
- Produces energy to be utilized elsewhere
- Deteriorates shared natural scenic views
- Negatively impacts bats, birds, butterflies, and other wildlife
- Permanently scars view-scapes and night skies
- Is bad for hunting and other nature dependent tourism
- Diminishes the natural beauty of public treasures;
  - Lake Amistad National Recreation Area
  - Devils River State Natural Areas
  - Seminole Canyon State Park and Historical Site
- Compounds border security challenges
- Creates airspace hazards

### The Impact is Devastating and Action is Critical

#### Opportunities

1. **Stop wind farm development.** Prevent new inappropriate, ill-sited and resource consumptive wind farm development.
2. **Turn out the lights.** Mitigate light pollution from the existing *Rocksprings Wind Farm* by demanding Aircraft Detection Lighting Systems (ADLS), radar-activated lighting technology that minimizes night-sky light pollution, be installed.

#### Contact

Devils River Conservancy  
Julie Lewey  
(512) 482-4412  
julie@devilsriverconservancy.org

Rev 0.0



## Stark County wind energy permit rejected

By Abby Kessler | The Dickinson Press | May 5, 2015 | [www.thedickinsonpress.com](http://www.thedickinsonpress.com)

Applause erupted Tuesday morning after the Stark County Commission rejected a conditional use permit for an 87-turbine wind farm stretching between Richardton and Gladstone.

The first reading of the project, which was submitted by NextEra Energy, LLC, was approved by the County Planning and Zoning Board on April 30 after five hours of public discussion.

Approval of the reading sparked residents to reach out and voice their opinions to county commissioners, who reported they received hundreds of phone calls within the past few days regarding the matter.

Commissioner Jay Elkin said he received more than 250 phone calls in the past two days expressing opposition to the project.

"The calls I have received are all concerned about the location of this project," Elkin said. "People are concerned that this project would clutter up the gateways to our properties."

[rest of article available at source <sup>[1]</sup>]

[Click here to download Dickinson Wind/Nextera's Notice of Withdrawal, June 5, 2015. <sup>[2]</sup>]

URL to article: <https://www.wind-watch.org/news/2015/05/06/stark-county-wind-energy-permit-rejected/>

URLs in this post:

[1] rest of article available at source:

<http://www.thedickinsonpress.com/news/local/3738112-stark-county-wind-energy-permit-rejected>

[2] Click here to download Dickinson Wind/Nextera's Notice of Withdrawal, June 5, 2015.:

<https://www.wind-watch.org/news/wp-content/uploads/2015/05/ND-Dickinson-withdrawal-024-010.pdf>



## Fredericksburg Approves Resolution Against Wind Farm Industry

### Industrial Wind Farms

The Gillespie County Economic Development Commission opposes the construction of industrial wind farms in Gillespie County and the surrounding Texas Hill Country area. This position is taken after a careful consideration of the issues associated with the economic and environmental impact of industrial wind farms.

The Hill Country is a jewel of Texas. It is highly touted and highly regarded for its landscapes and scenic beauty. It is a desirable area to both visit and live and property values and the robustness of the tourism economy reflect its attractiveness. Wind turbines are incompatible with the elements that make the Hill Country special. Their presence would cause irreversible harm. There is ample reason to believe that industrial wind farms would cause a general reduction in property values and would cause a significant reduction in tourism. Our county and city governments and our school districts are responsible and fiscally conservative. Accordingly, the loss of revenue from reduced tourist dollars and a tax base reduced by declining property values will result in a corresponding tax rate increase. Tax increases do not stimulate economic vitality.

The environmental impact of industrial wind farms is known. Wind turbines create a noise that is described as a penetrating low-frequency thudding vibration that travels even further than the measured audible noise. The spinning blades can create a flickering light on one side of a blade and a flickering shadow on the other side that can literally cause humans and animals to experience spatial disorientation. The spinning blades also kill and maim birds and bats. Each tower requires a cleared area of several acres at its base and the towers must be connected by roads capable of handling heavy equipment. The destruction of the landscape and wildlife habitat required for this is permanent. And, each tower is required to be lighted with a flashing red light at night. These adverse environmental impacts are a direct cause of the reduction in property values mentioned earlier.

The economic development commission generally applauds the search for alternative energy sources to satisfy our increasing demands. However, the commission is skeptical about the real potential for wind power's contribution.

The U.S. Department of Energy reports that wind power has the potential to contribute 1.2% of our energy demand by the year 2030. To achieve this minuscule contribution to energy needs the federal government subsidizes the construction of wind farms through production tax credits and accelerated depreciation schedules. This essentially passes along a majority of the cost of construction of wind farms to taxpayers. The Gillespie County Economic Development Commission believes that the potential economic loss to the community is grossly out of proportion to the immeasurably small potential contribution industrial wind farms here could make to the energy solution.

The economic development commission respects the rights of individual property owners to make decision regarding their property without outside interference. However, the commission is concerned that property owners who exercise their property rights and sign lease options with industrial wind companies are actually relinquishing control of their property. While industrial wind farms may provide some economic benefit to the participating land owner, adjacent landowners will experience a decrease in property values and other adverse effects which effectively infringes upon their property rights. And there are additional complications. Transmission lines will be required to move the electricity from the wind farms to the electric grid. It is likely that eminent domain would be used to acquire rights-of-way for new transmission lines from non-participating, unwilling land owners.

To summarize, the Gillespie County Economic Development Commission believes that concern for the economic cost to the Gillespie County community as a whole far outweighs consideration of uncertain financial benefits to a few and a marginal at best contribution to future energy needs.

WHEREAS, there are now and there may be other companies in the future who are attempting to enter into lease agreements with landowners in Gillespie County for the purpose of erecting wind turbines (wind farms) on the scenic landscape of our community; and

WHEREAS, the construction of such wind farms will certainly be detrimental to the wildlife habitat of the area; and

WHEREAS, wind farms erected with the shadows of Enchanted Rock will forever scar a popular recreational asset of the area; and

WHEREAS, the construction of such wind farms will destroy the peaceful existence of the quality of life the residents of Gillespie County have come to enjoy over the years by generating noise from the turbines, creating "shadow, strobe or flicker" effects; and

WHEREAS, it is widely accepted by professional appraisers and members of the real estate community that land values where wind farms are built and the land of the adjoining property owners will be devalued by an estimated 25% to as much as 50% of its market value; and

WHEREAS, according to ERCOT wind study maps, the amount of wind generated in this area is in the bottom 20% of the available wind locations in the state of Texas; and

WHEREAS, the City has so agreed, and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG:

The construction of wind turbines (wind farms) is not an industry that is welcomed or encouraged to come to the Gillespie County area.

Fredericksburg City Council <sup>[1]</sup>

[City Council agenda – PDF 9.86 MB <sup>[2]</sup>]

3 December 2007

*URL to article:* **<https://www.wind-watch.org/news/2007/12/04/resolution-of-the-gillespie-county-economic-development-commission/>**

URLs in this post:

[1] Fredericksburg City Council: **<http://www.fbgtx.org/council/council.htm>**

[2] City Council agenda – PDF 9.86 MB: **<http://www.fbgtx.org/pdf/Council%20Agenda%20120307.pdf>**



**Texas Association of Counties**

Phone: (800) 456-5974

Fax: (512) 477-1324

**INVOICE #7**

239585/2330

January 01, 2018

Invoice # 49382

To: Hon. Efrain V. Valdez  
Judge  
Val Verde County  
400 Pecan St, 1st Floor  
Del Rio, TX 78840

DESCRIPTION	AMOUNT
Annual County Membership Dues	1,360.00
<b>Total Due</b>	<b>1,360.00</b>

This invoice is for your county's membership to the Texas Association of Counties effective 1/1/18 thru 12/31/18. Your support is greatly appreciated and enables us to represent all Texas Counties.



**PLEASE REMIT WITH PAYMENT**  
Make checks payable to TAC

239585/2330  
Hon. Efrain V. Valdez  
Val Verde County

Statement Date: 01/01/2018  
Invoice # 49382  
Amount Due: 1,360.00

Texas Association of Counties  
Attn: Membership Services  
P. O. Box 2711  
San Antonio, TX 78299

013600010239585602722445VAL

January 11, 2018

Val Verde County  
Honorable Efrain V. Valdez  
400 Pecan St, 1st Floor  
Del Rio, TX 78840



#7

Dear Judge Valdez,

Payment of the enclosed invoice for your county's membership in the Texas Association of Counties (TAC) entitles your officials and staff to receive a wealth of services and resources, including:

- Toll-free TAC Helpline at 888-ASK-TAC4 or (888) 275-8224, anytime during business hours, for help with legal and other issues related to county operations;
- High-quality training and continuing education for county officials and staff;
- The County Elections Database and timely access to county election results across the state;
- The association management services listed in Attachment 1, for all county official associations;
- County official listservs that facilitate communication, collaboration and networking;
- Communications on county news, issues and best practices online and in *County* magazine;
- Regular legislative updates via *County Issues* e-newsletter and timely alerts during session;
- Website resources, including county-specific data, publications and legislative issue briefs;
- County government legal handbooks, updated and mailed to county officials every two years;
- Respected representation before both the state and federal governments;
- Access to cost-effective, comprehensive risk management services and health and benefits services targeted to the unique needs of counties;
- Toll-free Judicial Hotline at 844-CoJudge or (844) 265-8343;
- Access to cost-effective email and website hosting services; and
- A forum to identify and resolve county issues, particularly those that require cooperation among various elected officials.

The common thread in these dues-funded services is that they are efforts to help you *make county government better* for the residents and taxpayers of Texas. Since its creation, nearly 50 years ago, TAC has worked to bring county officials together under one tent to seek collaborative answers to common problems. That effort supports the organization's overall purpose: To serve counties.

Your support enables us to represent all Texas counties. The attached invoice reflects your county's dues. Please note that the amount has not changed from last year.

If you have questions about TAC's services, do not hesitate to contact me at (800) 456-5974. If you have an invoice question, please call Courtney Gibb, TAC Accounting Department, at the same number.

Sincerely,

A handwritten signature in cursive script that reads "Gene Terry".

Gene Terry  
Executive Director

COPY

**Resolution**

Resolution of the Commissioners Court of Val Verde County Texas authorizing the filing of a grant application with the Middle Rio Grande Development Council for a regional solid waste grants program grant; authorizing the County Judge to act on behalf of Val Verde County in all matters related to the application; and pledging that if a grant is received Val Verde County will comply with the grant requirements of the Middle Rio Grande Development Council, the Texas Commission On Environmental Quality and the State of Texas.

Whereas, the Middle Rio Grande Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

Whereas, Val Verde County in the State of Texas is qualified to apply for grant funds under the Request for Applications;

Now, therefore, be it resolved by the Commissioners Court of Val Verde County, Texas;

1. That Efrain Valdez, Val Verde County Judge is authorized to request grant funding under the Middle Rio Grande Development Council Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Val Verde County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, Val Verde County will comply with the grant requirements of the Middle Rio Grande Development Council, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Passed and approved by the Commissioners Court of Val Verde County, on this the 24th Day of January, 2018.

Efrain Valdez  
(Signature of Authorized Official)

Efrain Valdez  
(Typed or Printed Name)

Val Verde County Judge

[Signature]  
(Notary Signature)

Yulissa Martinez  
(Type or Printed Name)

12-23-2019  
(Commission Expires)



2017-2018 Colonia Fund: Construction (CFC) - Scores								
Applicant	Distress Score	Benefit to LMI Persons	Project Priorities	Project Design	Match	Past Performance	Total Score	App Amt
Kerr County - Skyline, HRCE, Center Point colonias	23.5655	30	195.0000	137	20	8	413.5655	\$ 500,000
Kerr County - Center Point, Verde Creek, Cypress Tree colonias	18.0753	30	195.0000	137	20	8	408.0753	\$ 500,000
El Paso County - Morning Glory Manor	35.0000	30	145.0000	137	20	10	377.0000	\$ 500,000
El Paso County - Morning Glory Manor II	35.0000	30	145.0000	137	20	10	377.0000	\$ 500,000
Hudspeth County	35.0000	30	145.0000	131	20	10	371.0000	\$ 437,887
Val Verde County - Rancho Del Rio, Escondido & San Felipe	34.7136	30	145.0000	134	20	7	370.7136	\$ 500,000
Maverick County - Loma Linda #2	35.0000	20	145.0000	134	20	10	364.0000	\$ 500,000
Real County - Chula Vista # 1	25.7798	30	145.0000	132	20	10	362.7798	\$ 500,000
Cameron County - Coronado	35.0000	30	145.0000	123	20	9	362.0000	\$ 500,000
Jim Wells County - Alice Acres	35.0000	20	145.0000	134	20	8	362.0000	\$ 500,000
Maverick County - Chula Vista	35.0000	20	145.0000	132	20	10	362.0000	\$ 500,000
Real County - Chula Vista # 2	25.7798	30	145.0000	130	20	10	360.7798	\$ 500,000
Uvalde County - Flores	25.3034	30	145.0000	130	20	9	359.3034	\$ 500,000
Aransas County - Doughty/Mathis	23.7494	30	145.0000	131	20	9	358.7494	\$ 500,000
Uvalde County - Flores & N. Hood	25.3034	30	145.0000	128	20	9	357.3034	\$ 500,000
Jim Wells County - Kiesling/Howell	35.0000	20	144.3421	128	20	8	355.3421	\$ 500,000
Duval County - CR 303-304	32.2108	20	145.0000	128	20	10	355.2108	\$ 500,000
Aransas Pass - Falman-County Acres (Denipat-Benoit-Owens Lanes)	23.6901	25	145.0000	130	20	10	353.6901	\$ 500,000
Aransas Pass - Falman-County Acres (Oak Lane)	23.6901	25	145.0000	130	20	10	353.6901	\$ 500,000
Willacy County - Tamezville & Lisa Colonia	35.0000	25	142.2966	122	20	9	353.2966	\$ 500,000
Jim Hogg County	30.6409	25	145.0000	122	20	10	352.6409	\$ 500,000
San Patricio County - Taft Southwest	34.0939	30	140.0000	119	20	9	352.0939	\$ 348,000
San Patricio County - Taft Southwest et al.	35.0000	30	140.0000	117	20	9	351.0000	\$ 348,000
Val Verde County - Vega Verde & Comstock	27.6626	30	137.1875	128	20	7	349.8501	\$ 500,000
Webb County	35.0000	30	120.0000	131	20	10	346.0000	\$ 500,000
Aransas County - Bellevue/Guy & Doughty/Mathis	20.0082	20	145.0000	130	20	9	344.0082	\$ 500,000
Presidio County	35.0000	30	127.3021	118	20	10	340.3021	\$ 450,500
Refugio County	24.5394	30	140.0000	114	20	10	338.5394	\$ 290,000
Duval County - Realitos /Hwy 16	33.0752	20	134.2947	120	20	10	337.3699	\$ 500,000
Bee County - Tynan, Blue Berry Hill, Pettus colonias	34.2367	30	131.7509	121	10	10	336.9876	\$ 500,000
Bee County - Skidmore	30.2596	25	134.8618	124	10	10	334.1214	\$ 500,000
Willacy County - Sebastian	35.0000	20	127.4442	118	20	9	329.4442	\$ 500,000
Kenedy County	33.1172	20	120.0000	120	20	10	323.1172	\$ 500,000
Pecos County - Sheffield Colonia # 1	25.0298	25	120.0000	120	20	10	320.0298	\$ 500,000
Cameron County - Green Valley Farms et al.	35.0000	5	135.0000	136	0	9	320.0000	\$ 500,000
Pecos County - Imperial Colonia #2	26.4653	20	120.0000	119	20	10	315.4653	\$ 500,000
Starr County	35.0000	25	100.0000	95	20	10	285.0000	\$ 500,000

#9

## RESOLUTION

### 2018 VAL VERDE COUNTY RESOLUTION INDIGENT DEFENSE GRANT PROGRAM

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and improvement of the indigent criminal defense services in this county; and

WHEREAS, Val Verde Commissioners Court has agreed that in the event of loss or misuse of the funds, Val Verde County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

BE IT FURTHER RESOLVED that the Val Verde Commissioner's Court authorizes the County Judge to sign all documents regarding this grant on behalf of the court.

Adopted this 24<sup>th</sup> day of January, 2018.

Efrain Valdez  
Efrain Valdez, Val Verde County Judge

Martin Wardlaw  
Martin Wardlaw, Commissioner Pct. #1

Lewis G. Owens  
Lewis G. Owens, Commissioner Pct. #2

Robert Beau Nettleton  
Robert Beau Nettleton, Commissioner Pct. #3

Gustavo Flores  
Gustavo Flores, Commissioner Pct. #4

ATTEST:  
Generosa Gracia-Ramón  
GENEROSA GRACIA-RAMÓN  
COUNTY CLERK



County of Val Verde



**Efrain V. Valdez**  
County Judge

COPY

P.O. Box 4250  
Del Rio, TX 78841  
Email: evaldez@valverdecountry.org

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

Colonel Charles M. Velino  
Commander, 47th Flying Training Wing  
Laughlin AFB, TX 78843

OFFER OF GIFT PERSUANT TO 10 U.S.C. 2601

KNOW ALL MEN BY THESE PRESENTS:

That the Val Verde County, in coordination with the State of Texas and City of Del Rio, does hereby voluntarily offer to give, convey, and assign said property, free and clear of all encumbrances, to the Secretary of the Air Force, acting on behalf of the United States of America, to have and to hold the same forever, relinquishing upon such gift and conveyance for itself, its successors and assigns all ownership, rights, title, interest and possession therein to donate absolutely a Laughlin AFB Internal Bypass Road to be built on Laughlin AFB property from the vicinity of Laughlin AFB's West Gate to Arkansas Street in the northern area of Laughlin AFB.

The gift and conveyance of said property offered herein does not entail the granting by the donee of special concession or privileges to the donor.

#### **Background**

Highway 277 Loop was completed in 2010 by the State of Texas to divert traffic around downtown Del Rio. As part of that project, an overpass and road to Laughlin AFB's West Gate was completed with the intention of making the West Gate the main gate to the base. As part of the West Gate transition, construction of a Defense Control Facility was completed in August 2017 by Val Verde County through a Defense Economic Adjustment Assistance Grant from the Texas Military Preparedness Commission. Once the State of Texas Department of Transportation project on Highway 277 is completed (estimated April 2018), Laughlin AFB will employ the West Gate as its primary gate.

In the current configuration, the Defense Control Facility will allow routing of all traffic through the West Gate. All traffic will then pass by Laughlin AFB's housing area, child development center, main force support centers, as well as a STEM Magnet elementary school

COPY

that is currently undergoing construction. Due to base requirements, this includes heavy traffic consisting of fuel deliveries, construction vehicles, and delivery trucks whose transit in the vicinity of the housing area, child development center, force support centers, and school could present traffic, safety, and security concerns.

In order to address this concern, Val Verde County offers to construct a bypass road on Laughlin AFB to divert traffic away from the populated and family friendly areas of the base, as well as provide a secondary route to the main portion of the base, mitigating peak hour traffic congestion. This project is proposed to be completed by Val Verde County, in coordination with the State of Texas and City of Del Rio, via public-public partnership initiative.

This project, in an amount not to exceed \$1,200,000.00, is sufficient to cover the costs associated with the design and building of the Laughlin AFB Internal Bypass Road. Val Verde County, the State of Texas, the City of Del Rio, and Laughlin AFB will coordinate to conduct scope analysis and design the 1-mile road. Subject matter experts have been assigned for the road construction to meet State of Texas Department of Transportation Flexible Pavement Design System.

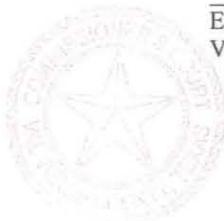
#### Prerequisite of Gift

The Donor will retain control over the construction of the improvements as said construction proceeds. All construction access will comport with the required security procedures. All applicable construction and security guidelines will be followed and the Air Force will retain project oversight.

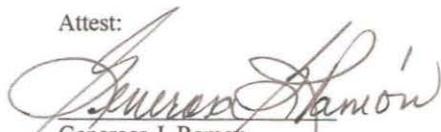
The gift and conveyance of said property offered herein is made for the benefit of or in the use in connection with the establishment, operation or maintenance of Laughlin AFB in conformance with 10 U.S.C. 2601. Donor understands that acceptance of this gift or services does not imply United States Air Force endorsement of any kind. There are no restrictions or conditions on the offer.

IN WITNESS WHEREOF the County of Val Verde has affixed its seal and caused this instrument to be executed by Efrain Valdez, County Judge, Val Verde County, on behalf of the County of Val Verde on this 23<sup>rd</sup> day of January, 2018.

  
EFRAIN VALDEZ  
VAL VERDE COUNTY JUDGE



Attest:

  
Generosa J. Ramon  
Val Verde County Clerk

P.O. Box 4250 • Del Rio, TX 78841

COPY #13

**VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT**

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and **George Paul Memorial Bull Riding** ("Lessee") acting by and through its agent, Bobby Paul, for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on 02/01/2018 and end on 05/01/2018 for use of the office located at the Val Verde County Fairgrounds. For all other uses, this lease shall commence on 04/15/2018 at 7:00 a.m. and end on 05/01/2018 at 7:00 p.m. This includes the delivery and retrieval of Lessee's equipment, livestock, etc. by Lessee to and from the Val Verde County Fairgrounds. The event days are as follows: April 27, 2018 and April 28, 2018.
  2. Description of Property: This lease includes the office beginning on 02/01/2018 and ending on 05/01/2018. The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 04/15/2018 and ending 05/01/2018.

Large Arena	Grandstands
Pavilion	Parking Lot(s)
Racetrack	Restrooms
Concessions Stands*	Fairgrounds Office
Small roping arena	
- \*There will be no glass bottles permitted at the concessions stands.
3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$1,000 per event day, payable when the contract is executed. Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds office, the amount of \$200 monthly, payable when the contract is executed. In addition, a deposit in the amount of \$500 shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
  4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

If notice is received 45 days or more prior to event - 100% refund  
If notice is received 45 days to 20 days prior to event - 50% refund  
If notice is received less than 20 days prior to event - 0% refund

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in unacceptable condition and after Lessor's agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.
6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 04/26/2018. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

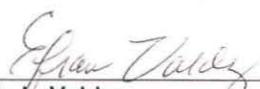
10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on 04/27/2018 through 04/29/2018 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.
12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement

shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.
17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.
25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.
26. **Office Rental Fee:**  
 Month 3    Rate \$200.00    Total \$600.00
- Arena Rental Fee:**  
 Days 2    Rate \$1000.00    Total \$2000.00
- Clean up Fee: \$500.00
- Grand Total: \$3,100.00
27. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED in MULTIPLE ORIGINALS on this 24 day of January, 2018

  
 \_\_\_\_\_  
**Efraín Valdez**  
 On behalf of Val Verde County

  
 \_\_\_\_\_  
**BOBBY PAUL**  
 On behalf of George Paul  
 Memorial Bull Riding

Presented to Val Verde Commissioners Court on 01/24/2018 and made a part of the court's minutes.

COPY



## George Paul Memorial Bullriding

WORLD'S GREATEST BULLRIDING

P.O. Box 421133 • Del Rio, Texas 78842

Phone (830) 775-9595



Honorable Efrain Valdez and Val Verde Commissioners Court  
Val Verde County Courthouse  
Del Rio, Texas 78840

Re: Application, 41<sup>st</sup> George Paul Memorial Bull Riding, April 27-28, 2018

Honorable Judge Valdez and Commissioners:

The completed application for the referenced event is attached. The event is Friday and Saturday nights, April 27-28, 2018 this year.

FOX SPORTS 2 will televise the George Paul, the oldest continuous bull riding in the world which honors my late brother George. As one of the youngest world champions in the history of professional rodeo, at the age of 21 years old, he was crowned the RCA's World Champion Bull Rider in 1968 and is the only man to ride 79 consecutive bulls (World Record). George has been inducted into the Pro Rodeo Hall of Fame in Colorado Springs, CO, The Rodeo Hall of Fame at the National Cowboy and Western Heritage Museum in Oklahoma City, OK, the Texas Rodeo Hall of Fame in Fort Worth, TX, and also The Bull Riding Hall of Fame in Fort Worth, TX.

Your sponsorship of \$ 4800.00 once again will help promote Val Verde County through the nation-wide telecast. 80 million households will be able to view the 41<sup>st</sup> George Paul Memorial Bull Riding and national as well as international audiences will have the opportunity to be educated to the beauty, historical significance and tourism aspects of our community.

Please feel free to contact me should you have any questions and thank you for assisting in presenting our incredible community to millions of bull riding and outdoor enthusiasts.

Very truly yours,

  
Bobby & Bonnie Paul

COPY

#16

### LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and Border League Soccer ("Lessee"), for the lease of premises known as (property description). For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on Monday 2/26/18 and Saturday 06/16/2018 and shall terminate on Sunday 06/17/2018.

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Hector E. Urteaga and sent by certified mail to 116 Glendale Del Rio Texas 78840 .

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 1.00 for time specified payable in advance due on February 26,2018. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

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

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

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

7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, the County of Val Verde shall give written notice of the violation and the

Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

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

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

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

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

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

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

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

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

16. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the

exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

17. Description of property: All Soccer Fields on Garza Lane Sports Complex. Including paved and non paved parking area and restrooms.

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

EXECUTED on this 24 day of January, 2018 .

  
Efraín Valdez, County Judge  
On behalf of Val Verde County

  
Hector E. Urteaga  
on Behalf of Border League  
Soccer

Presented to Val Verde Commissioners Court on 01/24/18 and made a part of the court's minutes.

COPY

BORDER YOUTH SOCCER LEAGUE

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#16

January 12, 2018

400 Pecan  
P.O Box 4250  
Del Rio, Texas 78840

Hector E. Urteaga  
115 Glendale Dr.  
Del Rio, Texas 78840

Honorable Judge Valdez,

The *BORDER YOUTH SOCCER LEAGUE* and its affiliates (*players*) respectfully send this letter to the Honorable Efrain V. Valdez to request the Del Rio Sport Complex. We will need it From February 26 – June 16, 2018. The whole purpose of this petition is to promote the sport, friendship and drug free environment among our young people and their parents as well. If the permission is granted we the league and the whole people who makes this organization possible promises to respect all the rules, directions and beauty of this facility.

Your support to sports, especially **SOCCER**, is for the youth in our community to live lives clean and free of drugs.

Sincerely,

President

Hector E. Urteaga





**TxCDBG CONTRACT AMENDMENT/MODIFICATION REQUEST**

**A1101** <sup>4#</sup> <sub>17</sub>

Grant Recipient Name: Val Verde County Contract No 7216075 Region MRGDC  
Modification No. 2 Start Date 11/30/2016 End Date 11/29/2018 Contract Amount \$500,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

- Exhibit A Performance Statement
- Exhibit B Budget
- Contract Period (extension)
- Special Conditions
- Other \_\_\_\_\_

What changes are proposed for the contract? Expansion of original project scale

Why are the proposed revisions requested for this contract?

Revisions are requested for this contract to extend First Time Water access further on Vega Verde Road. Bids received for "Materials Only" were under budget thus providing Val Verde County to expand and extend the original project scope of providing First Time Water access to the households along Vega Verde Road. This request will extend the service for an additional nine hundred linear feet and increase beneficiaries within the same target area. The activity categories are the same as in the Performance Statement. The project still solves the same problem identified in the current Performance Statement.

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements? No TDA concur

**For Performance Statement Amendment/Modification Requests**

Do the proposed revisions address the same problem identified in the current Performance Statement? (Select One)

Yes, same activity addressing the same problem

Do the proposed revisions change the beneficiaries of the contract? (Select One)

Yes, the beneficiaries indicated in the Performance Statement will increase within the same project area.

Do the proposed revisions change the locations as described in the Performance Statement? (Select One)

Yes, the attached map shows the original project locations and proposed project locations.

How significant are the proposed revisions? (Select One)

For project with target area benefit: all work within same target area.

Is a previously conducted Environmental Review still valid? (Select One)

Yes, the Review has been re-evaluated and remains valid. TDA concur

Are all clearances previously submitted for contract Special Conditions still valid? (Select One)

Yes, the clearances have been re-evaluated and remain valid.

How will the proposed improvements be completed? (Select One)

Force Account previously approved by TxCDBG.

Will the project be completed by the contract end date? (Select One)

Yes

Required as of September 1, 2016 for all requested changes to TxCDBG contracts.  
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

Provide any other appropriate information about this request in the space below:

[Empty box for additional information]

Supporting Documents Attached (if applicable):

- Revised Exhibit A (using track changes)
- Revised Exhibit B (using track changes)
- Resolution and Notice of Public Hearing
- Engineer's letter
- Revised Project Map
- Revised Implementation Schedule
- Other Six additional TxCDBG surveys questionnaires for households proposed to be served with this PS Modification.

**By my signature, I certify that the above is true and accurate and hereby request the contract change:**

Efrain Valdez \_\_\_\_\_ County Judge \_\_\_\_\_ 1-24-18 \_\_\_\_\_  
 Signature of Authorized Signator Title Date

**Notifications:**

Mailing Address Honorable Efrain Valdez, Val Verde County Judge, P O Box 4250 Del Rio, Texas 78841

Email Address for Grant Recipient evaldez@valverdecountry.com

Other Email Address (list address for persons to be included in notification) carl.esser@hotmail.com debbieesser@yahoo.com

**TDA Action:**

Notes Attached

Contract Specialist	Team Lead	TxCDBG Director	ORA Administrator
<input style="width: 90%;" type="text"/>			
Date <input style="width: 80%;" type="text"/>			

COPY

Required as of September 1, 2016 for all requested changes to TxCDBG contracts.  
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11



**Construction Contract Change Order**

**A505**

Grant Recipient: Val Verde County Select:  City  County  
 Contract No.: 7216075 Change Order No.: 1 Region: MRGDC

#18

Contractor: (Name and Address) Feguson Waterworks 4427 Factory Hill Street San Antonio, Texas 78219	Engineer: (Name and Address) TRC Engineers Inc. 505 Huntland Drive Suite 250 Austin, Texas 78752
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Select Change Order Type(s):  Change to Existing Line Items  New Items Requested  Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

**Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)**

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM.	Unit Price	Δ Qty.	Change in Contract Price	+
P.1	8" DR 18 C-900 PVC Water Main	6,300	7,200	LF	\$6.61	900	\$5,949.00	-
P.2	6" DR 18 C-900 PVC Water Main	100	120	LF	\$5.00	20	\$100.00	-
P.3	2" Sch. 80 PVC Water Main	35	160	LF	\$1.35	125	\$168.75	-
P.7	8" Resilient Seat Gate Valve	8	10	EA	\$645.00	2	\$1,290.00	-
P.8	6" Resilient Seat Gate Valve	13	15	EA	\$405.00	2	\$810.00	-
P.10	8" x 6" Reducing Tee	13	15	EA	\$64.00	2	\$128.00	-
P.19	3/4" Water Meter	6	17	EA	\$227.83	11	\$2,506.13	-
P.20	3/4" Back Flow Preventors	6	17	EA	\$1,026.12	11	\$11,287.32	-
P.21	3/4" Poly Tubing (100 LF)	1	2	EA	\$48.14	1	\$48.14	-
P.22	Tracer Wire (500 LF)	13	15	EA	\$45.48	2	\$90.96	-
P.9	2" Resilient Seat Gate Valve	1	2	EA	\$205.47	1	\$205.47	-
P.12	8" 90 deg Bend Fittings	6	7	EA	\$54.27	1	\$54.27	-
Contract Change Sub-Total:							\$22,638.04	

**Justification for Change**

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please attach TxCDBG contract Performance Statement modification request with this Change Order.			
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Grant Recipient: Val Verde County Contract No.: 7216075 Change Order No.: 1

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

### Change Order Summary

Original Contract Price:	<input type="text" value="\$91,828.45"/>	Original Contract End Date:	<input type="text"/>
Net Previous Change Order(s):	<input type="text" value="\$0.00"/>	Net change of previous Change Orders (days):	<input type="text"/>
This Net Change Order:	<input type="text" value="\$22,638.04"/>	Increase/Decrease of this Change Order (days):	<input type="text"/>
New Contract Price:	<input type="text" value="\$114,466.49"/>	Change Order Contract End Date	<input type="text"/>
Cumulative % Change:	<input type="text" value="24.653%"/>		

**NOTE:** Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

**Grant Recipient Approval (REQUIRED)**

	<input type="text" value="1-24-18"/>
Authorized Signature	Date
<input type="text" value="Efrain Valdez, Val Verde County Judge"/>	
Authorized Signatory's Name and Title	

**Engineer's Recommendation**

	<input type="text" value="01/17/18"/>
Engineer's Signature	Date
<input type="text" value="Jared Niermann, P. E."/>	
Engineer's Name	

**Contractor's Authorization**

<input type="text"/>	<input type="text"/>
Contractor's Signature	Date
<input type="text" value="Corey Ivie, General Manager Ferguson Waterworks"/>	
Contractor's Name and Title	

To receive an email copy of the TDA response, provide contact information below

Name	Email	
Carl Esser	carl.esser@hotmail.com	+
		-

**For TDA office use only**

This Net Change Order:	<input type="text" value="\$22,638.04"/>	Increase/decrease of this Change Order (days):	<input type="text"/>
Net Change Order Approved:	<input type="text"/>	Increase/decrease of this Change Order Approved:	<input type="text"/>
Approved Contract Amount:	<input type="text"/>	Approved Contract Time:	<input type="text"/>

Notes:

<input type="text"/>	<input type="text"/>
Contract Specialist Signature	Date

Director Signature (optional)	Date

COPY

A504

Small Purchase Procurement Record

Grant Recipient: Val Verde County Contract No: 7216075  
Region:

Scope of Service/Item Description:  
Equipment Rental Cost for a Compact Excavator to be used for digging trenches for  
waterline. Equipment rental for four (4) months.

Contacts Made:

- |    |  |                                     |
|----|--|-------------------------------------|
| 1. | <u>ROMCO Equipment Co.</u><br>Name of Firm/Supplier (No. 1)    | <u>01/09/2018</u><br>Date Contacted |
|    | <u>Richard Ybarra</u><br>Name of Person Contacted              | <u>\$13,200.00</u><br>Quoted Price  |
| 2. | <u>United Rentals</u><br>Name of Firm/Supplier (No. 2)         | <u>01/09/2018</u><br>Date Contacted |
|    | <u>Modesto Valdez</u><br>Name of Person Contacted              | <u>\$14,236.48</u><br>Quoted Price  |
| 3. | <u>Texas First CAT Rental</u><br>Name of Firm/Supplier (No. 3) | <u>08/10/2017</u><br>Date Contacted |
|    | <u>Joel Cavazos</u><br>Name of Person Contacted                | <u>\$15,605.28</u><br>Quoted Price  |

Verified on 01/09/2018 that successful bidder was not excluded as a vendor per Sam.gov.

Based on the contacts made concerning the above-referenced scope of services/item description and that Vendor is not excluded from Sam.gov on 01/09/2018 (date of clearance), I authorize ROMCO on January 24, 2018 to begin work or to supply the item(s) for the quoted price.

Efrain Valdez  
Signature of Authorized Person

Efrain Valdez  
Printed Name

Val Verde County Judge  
Title

09/01/2017

#19

**A504**

**Small Purchase Procurement Record**

Grant Recipient: Val Verde County Contract No: 7216075  
Region: \_\_\_\_\_

Scope of Service/Item Description:  
Equipment Rental Cost for a Compact Excavator to be used for digging trenches for waterline. Equipment rental for four (4) months.

Contacts Made:

- |    |  |                                     |
|----|--|-------------------------------------|
| 1. | <u>ROMCO Equipment Co</u><br>Name of Firm/Supplier (No. 1)     | <u>01/09/2018</u><br>Date Contacted |
|    | <u>Richard Ybarra</u><br>Name of Person Contacted              | <u>\$13,200.00</u><br>Quoted Price  |
| 2. | <u>United Rentals</u><br>Name of Firm/Supplier (No. 2)         | <u>01/09/2018</u><br>Date Contacted |
|    | <u>Modesto Valdez</u><br>Name of Person Contacted              | <u>\$14,236.48</u><br>Quoted Price  |
| 3. | <u>Texas First CAT Rental</u><br>Name of Firm/Supplier (No. 3) | <u>08/10/2017</u><br>Date Contacted |
|    | <u>Joel Cavazos</u><br>Name of Person Contacted                | <u>\$15,605.28</u><br>Quoted Price  |

Verified on 01/09/2018 that successful bidder was not excluded as a vendor per Sam.gov.  
Based on the contacts made concerning the above-referenced scope of services/item description and that Vendor is not excluded from Sam.gov on 01/09/2018 (date of clearance), I authorize ROMCO on January 24, 2018 to begin work or to supply the item(s) for the quoted price.

Signature of Authorized Person  
Efrain Valdez  
Printed Name  
Val Verde County Judge  
Title

09/01/2017

#19



1042 SE Loop 410 / San Antonio TX 78220 / 210-648-4600 / Fax: 210-648-1282

Quote No. ES03004074-012  
Date: 01/09/2018

Val Verde County Road & Bridge  
Roy Musquiz  
Pecan St. 2<sup>nd</sup> Floor  
Del Rio TX 78840

Mr. Musquiz,  
ROMCO Equipment Co. is pleased to present the following equipment for your consideration:

1 Volvo ECR88D Compact Excavator with Short Swing Radius, equipped as follows:

- Volvo D2.6H Diesel Engine @ 55 hp
- Tier 4f Compliant
- 18" Rubber Track Shoes
- 66.9" Arm with Thumb bracket
- 24" Pin-on Bucket
- Dozer Blade with Float function
- Enclosed Cab with Air Conditioner and Heater
- Travel Alarm
- All Standard Equipment

Rental Rate Per Month.....	\$2,975.00	<u>4 months</u> 11,900.00
Freight.....	\$ 650.00 Each Way	1300.00
Total.....	\$4,275.00	13,200.00

Price does include any taxes. The above price is valid for 30 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Quoted By:

Richard Ybarra  
ROMCO Equipment Co. Sales

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES



RENTAL QUOTE

#19

BRANCH L23  
2756 HIGHWAY 277 WEST  
CARRIZO SPRINGS TX 78834-483  
830-876-2020  
830-876-2026 FAX

Job Site  
Address

UNITED RENTALS  
2756 HIGHWAY 277  
CARRIZO SPGS TX 78834-4836  
Office: 830-876-2020 Cell: 830-876-2020

# 153549241

Customer # : 1957339  
Quote Date : 01/09/18  
Estimated Out : 01/09/18 05:00 PM  
Estimated In : 02/06/18 05:00 PM  
UR Job Loc : 2756 HWY 277 WEST  
UR Job # : 3  
Customer Job ID:  
P.O. # :  
Ordered By :  
Written By : MODESTO VALDEZ  
Salesperson :

UNITED RENTALS  
2756 HWY 277 WEST  
CARRIZO SPRINGS TX 78834

This is not an invoice  
Please do not pay from this document

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Estimated Amt.
Qty	Equipment						
1	9051005	EXCAVATOR 19000# REDUCED TAIL SWING	534.00	534.00	1636.00	3328.00	3,328.00
							Rental Subtotal: 3,328.00
SALES/MISCELLANEOUS ITEMS:			Price		Unit of Measure		Extended Amt.
Qty	Item						
1	TX UNIT PROPERTY TAX	[DRSURT/MCI]	4.792		EACH		4.79
1	TEXAS DIESEL TAX	[TKDSL/MCI]	58.068		EACH		58.07
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	43.260		EACH		43.26
1	DELIVERY CHARGE		250.000		EACH		250.00
1	PICKUP CHARGE		250.000		EACH		250.00
							Sales/Misc Subtotal: 606.12
							Agreement Subtotal: 3,934.12
							Rental Protection: 499.20
							Tax: 228.84
							Estimated Total: 4,935.22
COMMENTS/NOTES:							
TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)							
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #							
IN ORDER TO CLOSE THIS CONTRACT							
<i>4,935.22 = 13,736.48</i> <i>500.00</i> <i>14,236.48</i>							
This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.							
THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.							
							Page: 1

#19



4 WEEK BILL

Contract #: 1024818-0008 Page: 1
Invoice date: 8/10/17
Date out: 2/06/17 7:00 AM
Billed thru: 8/21/17
Job Loc: HWY 90 DEL RIO
Job No: ESCONDIDO ESTATE
Written by: CYCLE BILL

PAID ACCO ROAD
ANTONIO, TX 78244
210-480-4810 FX: 210-310-7577
7:00AM TO 5:00PM
texasfirstrentals.com

Customer: 1001083
VAL VERDE COUNTY
ATTN: ACCTS-PAYABLE
901 BEDELL AVE SUITE A
DEL RIO, TX 78840
DAVE

Job Site:
ESCONDIDO ESTATES - PCT 1
HWY 90
MARIO 830 719 0830
DEL RIO, TX 78840
CF: 830-774-7656 J#: 830-774-7656

Table with 4 columns: Ordered By, Purchase Order Number, Cust Job Ref No, Terms. Values: ROY MUSQUIZ, 49241, Due Upon Receipt.

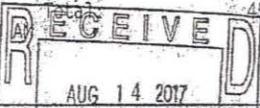
Table with 7 columns: Qty, Equipment #, Cat Class, Min, Day, Week, 4 Week, Amount. Lists equipment like 18000 LB CLASS COMPACT EXCAVATOR and 24" BACKHOE BUCKET.

SALES ITEMS table with 5 columns: Qty, Item number, Description, Unit, Price. Items include ENVIRONMENTAL CHARGE, TEXAS EMISSION REDUCTION PROGRAM, and HEAVY EQUIPMENT INVENTORY TAX.

DELIVERY INSTRUCTIONS:
OFF HWY 90 ON LH SID BEFORE LAUGHLIN AFB
CALL MARIO 830 719 0830

Damage waiver: 539.00
Exempt: 4505.57

BILLED FOR FOUR WEEKS 7/24/17 THRU 8/21/17 07:00



Delivery 500.00 each way.

Texas First Rentals notifies the buyer of the equipment described herein that Texas First Rentals has assigned its rights (but not its obligations) to sell such equipment to CATP Exchange Services LLC...

Loss Damage Waiver (LDW) is not available for all rental transactions. Texas First Rentals may refuse to offer the LDW in its sole discretion. The LDW charge is 14% of the Base Rental installment per month.
Remit To: CATP Exchange Services, LLC, P.O. BOX 860869, DALLAS, TX 75265-0868

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

Handwritten calculation: 4mo = 14,066.28, 539.00, 1,000.00, 15,605.28

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**AGENCY AGREEMENT**

COPY

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated January 15, 2018, ("Effective Date") is made between Val Verde County Sheriff's Office ("Agency") and LeadsOnline LLC ("Leads").

**SCOPE OF AGREEMENT**

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

**1. Definitions**

- 1.1 "Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

**2. Responsibilities of Agency**

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

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- responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
  - 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
  - 2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.
  - 2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.
  - 2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
  - 2.7 Agency agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads' System, Agency will consider factors including but not limited to i) whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads' System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency's response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.
  - 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
  - 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

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2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to [privacy@leadsonline.com](mailto:privacy@leadsonline.com).

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

**3. Responsibilities of Leads**

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

**4. Conditions for use of Leads' System**

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

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- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

**5. Term**

- 5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years (the "Initial Term") or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice within 30 days of renewal.
- 5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

**6. Disclaimer and Indemnification**

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**
- 6.2 **IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS**

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**OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

**7. Miscellaneous**

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.
- 7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.
- 7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.
- 7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

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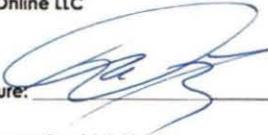
PHONE 972-361-0900 FAX 972-361-0901 TOLL-FREE 800-311-2656  
6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024  
LEADSONLINE.COM

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located Val Verde County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: 

Print Name: David K. Finley

Title: President & CEO

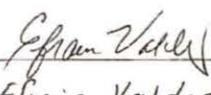
Date: 1/30/18

Address: 6900 Dallas Parkway, Suite 825  
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

Val Verde County Sheriff's Office

Signature: 

Print Name: Efrain Valdez

Title: County Judge

Date: 1-29-18

Address: 295 Farm Market 2523  
Del Rio, TX 78840

Court Approved  
1-24-2018



PHONE 972-361-0900 FAX 972-361-0901 TOLL-FREE 800-311-2656  
 6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024  
 LEADSONLINE.COM

#20

**AGENCY AGREEMENT – Attachment 'A'**  
**SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE**

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 75
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Online reporting System for scrap metal dealers	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Case Search – Search multiple items looking for potential suspects	✓ 37
Public Classified Ads –Craigslist	✓
Total Fixed Annual subscription fee due on January 15, 2018 and on or before each anniversary thereof during the Initial Term	\$3,133

#21

**Lease Agreement**



Customer: VAL VERDE, COUNTY OF

Bill To: COUNTY OF VAL VERDE  
AUDITOR  
SUITE A  
901 N BEDELL AVE  
DEL RIO, TX 78840-4170

Install: COUNTY OF VAL VERDE  
COURT AT LAW  
400 PECAN ST  
DEL RIO, TX 78840-5140

COPY

State or Local Government Negotiated Contract : 072719100

Solution		Agreement Information	Requested Install Date
Item:	Product Description:		
1. C8030H (XEROX C8030H)	- 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	1/25/2018

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8030H	\$187.14	1: Black and White Impressions 2: Color Impressions	1 - 20,000 20,001+ All Prints	Included \$0.0056 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term  95.90/mo x 24 = 2,301.60
Total	\$187.14	Minimum Payments (Excluding Applicable Taxes)			

Court Approved

1-24-2018

**Authorized Signature**

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and <b>Julia Galan</b> (830)591-0500 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	
Signer: Rogelio Muzquiz	Phone: (830)774-7505		
Signature: <i>[Handwritten Signature]</i>	Date: <u>1-24-2018</u>		

#21

Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

**4. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**5. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

#22

Bills to be presented in Court January 24, 2018						
Presented by Purchasing Agent						
P.O. Issue Date						
Vendor	Department	Invoice #	Amount	PO #	Invoice Date	Purchase Order Date
Broad Reach	Library	ARU0248378	192.36	53006	12/24/2017	1/11/2018
DS Water	83rd District Court	T173193726003	\$ 15.55	52733	11/15/17	12/13/2017
DS Water	JP2	T173333726006	\$ 16.00	52729	11/29/17	12/12/2017
Iron Mountain	District Clerk	PPE3695	\$ 75.94	52959	12/31/17	1/8/2018
P.O. Overage						
Vendor	Department	Invoice #	Amount	PO #	Invoice Date	Overage Amount
DS Water	Library	T173333726011	\$ 41.17	51868	11/29/17	\$ 31.34
No P.O.						
Vendor	Department	Invoice #	Amount		Invoice Date	No PO
CivicPlus	Comp Maint	168990	\$ 10,644.75		02/16/18	No PO
CivicPlus	Comp Maint	168831	\$ 44.20		02/16/18	No PO



Agreement Number: 80-98-0061

Page 2 of 13

Incorporate the Department of Labor Wage Determination No. 2015-5303 Revision 5, dated 7/25/2017. In accordance with FAR PART 52.222.43 (f), Val Verde County Correctional Facility must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

WD 15-5303 (Rev.-5) was first posted on www.wdol.gov on 08/01/2017

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5303  
 Daniel W. Simms Division of | Revision No.: 5  
 Director Wage Determinations | Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Edwards, Kinney, Real, Uvalde, Val Verde

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.82
01012 - Accounting Clerk II		15.51
01013 - Accounting Clerk III		17.35
01020 - Administrative Assistant		21.96
01035 - Court Reporter		22.14
01041 - Customer Service Representative I		10.16
01042 - Customer Service Representative II		11.43
01043 - Customer Service Representative III		12.47
01051 - Data Entry Operator I		11.71
01052 - Data Entry Operator II		12.78
01060 - Dispatcher, Motor Vehicle		16.45
01070 - Document Preparation Clerk		13.27
01090 - Duplicating Machine Operator		13.27
01111 - General Clerk I		11.53
01112 - General Clerk II		13.21
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		19.91
01141 - Messenger Courier		11.03
01191 - Order Clerk I		13.75
01192 - Order Clerk II		15.01
01261 - Personnel Assistant (Employment) I		17.04
01262 - Personnel Assistant (Employment) II		19.23
01263 - Personnel Assistant (Employment) III		21.26
01270 - Production Control Clerk		19.91
01290 - Rental Clerk		14.90
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.86
01313 - Secretary III		19.91

<https://www.wdol.gov/wdol/scafiles/std/15-5303.txt?v=5>

12/15/2017

01320 - Service Order Dispatcher	14.70
01410 - Supply Technician	21.96
01420 - Survey Worker	16.65
01460 - Switchboard Operator/Receptionist	11.89
01531 - Travel Clerk I	12.44
01532 - Travel Clerk II	13.21
01533 - Travel Clerk III	13.88
01611 - Word Processor I	13.33
01612 - Word Processor II	15.96
01613 - Word Processor III	17.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.41
05010 - Automotive Electrician	17.75
05040 - Automotive Glass Installer	16.77
05070 - Automotive Worker	16.77
05110 - Mobile Equipment Servicer	14.96
05130 - Motor Equipment Metal Mechanic	18.68
05160 - Motor Equipment Metal Worker	16.77
05190 - Motor Vehicle Mechanic	18.41
05220 - Motor Vehicle Mechanic Helper	14.17
05250 - Motor Vehicle Upholstery Worker	15.83
05280 - Motor Vehicle Wrecker	16.77
05310 - Painter, Automotive	17.75
05340 - Radiator Repair Specialist	16.77
05370 - Tire Repairer	11.43
05400 - Transmission Repair Specialist	18.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	9.50
07042 - Cook II	11.33
07070 - Dishwasher	8.76
07130 - Food Service Worker	9.11
07210 - Meat Cutter	12.63
07260 - Waiter/Waitress	8.58
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.03
09040 - Furniture Handler	10.46
09080 - Furniture Refinisher	15.03
09090 - Furniture Refinisher Helper	12.00
09110 - Furniture Repairer, Minor	13.42
09130 - Upholsterer	15.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	9.59
11090 - Gardener	15.18
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	11.93
11240 - Maid or Houseman	9.02
11260 - Pruner	10.82
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.93
11360 - Window Cleaner	11.60
12000 - Health Occupations	
12010 - Ambulance Driver	16.78
12011 - Breath Alcohol Technician	17.94
12012 - Certified Occupational Therapist Assistant	28.34
12015 - Certified Physical Therapist Assistant	31.75
12020 - Dental Assistant	14.50
12025 - Dental Hygienist	40.67
12030 - EKG Technician	27.18

12035 - Electroneurodiagnostic Technologist	27.18
12040 - Emergency Medical Technician	16.78
12071 - Licensed Practical Nurse I	16.04
12072 - Licensed Practical Nurse II	17.94
12073 - Licensed Practical Nurse III	19.99
12100 - Medical Assistant	14.27
12130 - Medical Laboratory Technician	19.77
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	14.86
12195 - Medical Transcriptionist	16.04
12210 - Nuclear Medicine Technologist	39.41
12221 - Nursing Assistant I	11.46
12222 - Nursing Assistant II	12.88
12223 - Nursing Assistant III	14.06
12224 - Nursing Assistant IV	15.79
12235 - Optical Dispenser	16.89
12236 - Optical Technician	16.04
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	14.35
12305 - Radiologic Technologist	26.13
12311 - Registered Nurse I	24.40
12312 - Registered Nurse II	29.85
12313 - Registered Nurse II, Specialist	29.85
12314 - Registered Nurse III	36.11
12315 - Registered Nurse III, Anesthetist	36.11
12316 - Registered Nurse IV	43.28
12317 - Scheduler (Drug and Alcohol Testing)	22.21
12320 - Substance Abuse Treatment Counselor	20.91
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.21
13012 - Exhibits Specialist II	22.55
13013 - Exhibits Specialist III	27.59
13041 - Illustrator I	18.68
13042 - Illustrator II	23.15
13043 - Illustrator III	27.59
13047 - Librarian	25.63
13050 - Library Aide/Clerk	11.03
13054 - Library Information Technology Systems Administrator	23.15
13058 - Library Technician	17.47
13061 - Media Specialist I	16.28
13062 - Media Specialist II	18.21
13063 - Media Specialist III	20.29
13071 - Photographer I	16.28
13072 - Photographer II	18.21
13073 - Photographer III	22.55
13074 - Photographer IV	27.59
13075 - Photographer V	33.38
13090 - Technical Order Library Clerk	13.27
13110 - Video Teleconference Technician	16.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.51
14042 - Computer Operator II	17.35
14043 - Computer Operator III	19.35
14044 - Computer Operator IV	21.50
14045 - Computer Operator V	23.80
14071 - Computer Programmer I	(see 1) 22.29
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.51
14160 - Personal Computer Support Technician		21.50
14170 - System Support Specialist		25.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.31
15020 - Aircrew Training Devices Instructor (Rated)		31.51
15030 - Air Crew Training Devices Instructor (Pilot)		37.76
15050 - Computer Based Training Specialist / Instructor		26.31
15060 - Educational Technologist		30.37
15070 - Flight Instructor (Pilot)		37.76
15080 - Graphic Artist		27.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.23
15086 - Maintenance Test Pilot, Rotary Wing		36.23
15088 - Non-Maintenance Test/Co-Pilot		36.23
15090 - Technical Instructor		23.02
15095 - Technical Instructor/Course Developer		28.17
15110 - Test Proctor		18.59
15120 - Tutor		18.59
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.10
16030 - Counter Attendant		9.10
16040 - Dry Cleaner		11.05
16070 - Finisher, Flatwork, Machine		9.10
16090 - Presser, Hand		9.10
16110 - Presser, Machine, Drycleaning		9.10
16130 - Presser, Machine, Shirts		9.10
16160 - Presser, Machine, Wearing Apparel, Laundry		9.10
16190 - Sewing Machine Operator		11.67
16220 - Tailor		12.24
16250 - Washer, Machine		9.87
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.26
19040 - Tool And Die Maker		25.31
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.22
21030 - Material Coordinator		18.59
21040 - Material Expediter		18.59
21050 - Material Handling Laborer		11.39
21071 - Order Filler		12.14
21080 - Production Line Worker (Food Processing)		12.22
21110 - Shipping Packer		12.67
21130 - Shipping/Receiving Clerk		12.67
21140 - Store Worker I		10.77
21150 - Stock Clerk		14.50
21210 - Tools And Parts Attendant		12.22
21410 - Warehouse Specialist		12.22
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.83
23019 - Aircraft Logs and Records Technician		20.03
23021 - Aircraft Mechanic I		24.42
23022 - Aircraft Mechanic II		25.83
23023 - Aircraft Mechanic III		27.24
23040 - Aircraft Mechanic Helper		17.29
23050 - Aircraft, Painter		22.99
23060 - Aircraft Servicer		20.03
23070 - Aircraft Survival Flight Equipment Technician		22.99
23080 - Aircraft Worker		21.47
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.47

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.42
23110 - Appliance Mechanic	20.26
23120 - Bicycle Repairer	14.80
23125 - Cable Splicer	25.96
23130 - Carpenter, Maintenance	17.78
23140 - Carpet Layer	18.92
23160 - Electrician, Maintenance	21.60
23181 - Electronics Technician Maintenance I	22.32
23182 - Electronics Technician Maintenance II	23.80
23183 - Electronics Technician Maintenance III	25.32
23260 - Fabric Worker	17.65
23290 - Fire Alarm System Mechanic	21.52
23310 - Fire Extinguisher Repairer	16.39
23311 - Fuel Distribution System Mechanic	19.00
23312 - Fuel Distribution System Operator	14.47
23370 - General Maintenance Worker	15.37
23380 - Ground Support Equipment Mechanic	24.42
23381 - Ground Support Equipment Servicer	20.03
23382 - Ground Support Equipment Worker	21.43
23391 - Gunsmith I	16.39
23392 - Gunsmith II	18.92
23393 - Gunsmith III	21.52
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.42
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	18.44
23430 - Heavy Equipment Mechanic	19.31
23440 - Heavy Equipment Operator	17.90
23460 - Instrument Mechanic	21.52
23465 - Laboratory/Shelter Mechanic	20.26
23470 - Laborer	11.39
23510 - Locksmith	20.26
23530 - Machinery Maintenance Mechanic	19.33
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	12.21
23591 - Metrology Technician I	21.52
23592 - Metrology Technician II	22.76
23593 - Metrology Technician III	24.00
23640 - Millwright	21.52
23710 - Office Appliance Repairer	20.19
23760 - Painter, Maintenance	19.56
23790 - Pipefitter, Maintenance	20.99
23810 - Plumber, Maintenance	19.76
23820 - Pneudraulic Systems Mechanic	21.52
23850 - Rigger	21.52
23870 - Scale Mechanic	18.92
23890 - Sheet-Metal Worker, Maintenance	21.52
23910 - Small Engine Mechanic	18.23
23931 - Telecommunications Mechanic I	23.02
23932 - Telecommunications Mechanic II	24.35
23950 - Telephone Lineman	21.52
23960 - Welder, Combination, Maintenance	22.84
23965 - Well Driller	21.52
23970 - Woodcraft Worker	21.52
23980 - Woodworker	16.39
24000 - Personal Needs Occupations	
24550 - Case Manager	13.02
24570 - Child Care Attendant	9.45
24580 - Child Care Center Clerk	12.07
24610 - Chore Aide	10.57

24620 - Family Readiness And Support Services Coordinator	13.02
24630 - Homemaker	13.69
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.52
25040 - Sewage Plant Operator	16.47
25070 - Stationary Engineer	21.52
25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.89
27007 - Baggage Inspector	11.71
27008 - Corrections Officer	21.15
27010 - Court Security Officer	21.15
27030 - Detection Dog Handler	14.37
27040 - Detention Officer	21.15
27070 - Firefighter	22.59
27101 - Guard I	11.71
27102 - Guard II	14.20
27131 - Police Officer I	23.14
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.01
28042 - Carnival Equipment Repairer	12.92
28043 - Carnival Worker	9.21
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	12.45
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.41
28515 - Recreation Specialist	17.89
28630 - Sports Official	12.45
28690 - Swimming Pool Operator	14.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.92
29020 - Hatch Tender	18.92
29030 - Line Handler	18.92
29041 - Stevedore I	17.65
29042 - Stevedore II	20.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.13
30022 - Archeological Technician II	19.16
30023 - Archeological Technician III	23.40
30030 - Cartographic Technician	23.74
30040 - Civil Engineering Technician	20.21
30051 - Cryogenic Technician I	21.59
30052 - Cryogenic Technician II	23.85
30061 - Drafter/CAD Operator I	17.13
30062 - Drafter/CAD Operator II	19.16
30063 - Drafter/CAD Operator III	21.37
30064 - Drafter/CAD Operator IV	26.29
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.86
30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.75
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	36.63
30090 - Environmental Technician	19.43
30095 - Evidence Control Specialist	21.82

30210 - Laboratory Technician	19.16
30221 - Latent Fingerprint Technician I	21.59
30222 - Latent Fingerprint Technician II	23.85
30240 - Mathematical Technician	23.74
30361 - Paralegal/Legal Assistant I	16.70
30362 - Paralegal/Legal Assistant II	21.82
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.25
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	23.74
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	24.59
30462 - Technical Writer II	30.08
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.29
30502 - Weather Forecaster II	28.09
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.37
30621 - Weather Observer, Senior	(see 2) 23.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	12.95
31030 - Bus Driver	17.15
31043 - Driver Courier	13.17
31260 - Parking and Lot Attendant	11.35
31290 - Shuttle Bus Driver	14.18
31310 - Taxi Driver	12.49
31361 - Truckdriver, Light	14.18
31362 - Truckdriver, Medium	15.07
31363 - Truckdriver, Heavy	18.38
31364 - Truckdriver, Tractor-Trailer	18.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.41
99050 - Desk Clerk	9.68
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.42
99260 - Marketing Analyst	32.61
99310 - Mortician	23.85
99410 - Pest Controller	15.42
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	13.34
99711 - Recycling Specialist	15.66
99730 - Refuse Collector	12.11
99810 - Sales Clerk	10.86
99820 - School Crossing Guard	10.97
99830 - Survey Party Chief	18.41
99831 - Surveying Aide	12.83
99832 - Surveying Technician	15.33
99840 - Vending Machine Attendant	15.16
99841 - Vending Machine Repairer	18.74
99842 - Vending Machine Repairer Helper	15.16

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

INSTRUCTIONS FOR THE SF-424

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This is a standard form required for use as a cover sheet for submission of pre-applications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the federal agency (agency). Required fields on the form are identified with an asterisk (\*) and are also specified as "Required" in the instructions below. In addition to these instructions, applicants must consult agency instructions to determine other specific requirements.

Item	Entry:	Item:	Entry:
1.	<p><b>Type of Submission:</b> (Required) Select one type of submission in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• Pre-application</li> <li>• Application</li> <li>• Changed/Corrected Application – Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date.</li> </ul>	10.	<p><b>Name Of Federal Agency:</b> (Required) Enter the name of the federal agency from which assistance is being requested with this application.</p>
2.	<p><b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided.</li> </ul> <p>A. Increase Award                      D. Decrease Duration                      B. Decrease Award                    E. Other (specify)                      C. Increase Duration</p>	11.	<p><b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.</p>
		12.	<p><b>Funding Opportunity Number/Title:</b> (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.</p>
		13.	<p><b>Competition Identification Number/Title:</b> Enter the competition identification number and title of the competition under which assistance is requested, if applicable.</p>
		14.	<p><b>Areas Affected By Project:</b> This data element is intended for use only by programs for which the area(s) affected are likely to be different than the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed.</p>
3.	<p><b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.</p>	15.	<p><b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.</p>
4.	<p><b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.</p>		
5a.	<p><b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the federal agency, if any.</p>	16.	<p><b>Congressional Districts Of:</b> 15a. (Required) Enter the applicant's congressional district. 15b. Enter all district(s) affected by the program or project. Enter in the format: 2 characters state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12 district, NC-103 for North Carolina's 103 district. If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e. all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00-000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Attach an additional list of program/project congressional districts, if needed.</p>
5b.	<p><b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.</p>		
6.	<p><b>Date Received by State:</b> Leave this field blank. This date will be assigned by the state, if applicable.</p>		
7.	<p><b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the state, if applicable.</p>		
8.	<p><b>Applicant Information:</b> Enter the following in accordance with agency instructions:</p> <p><b>a. Legal Name:</b> (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the organization that has registered with the Central Contractor Registry (CCR). Information on registering with CCR may be obtained by visiting <a href="http://www.Grants.gov">www.Grants.gov</a>.</p> <p><b>b. Employer/Taxpayer Number (EIN/TIN):</b> (Required) Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</p>	17.	<p><b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.</p>
	<p><b>c. Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting <a href="http://www.Grants.gov">www.Grants.gov</a>.</p>	18.	<p><b>Estimated Funding:</b> (Required) Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.</p>
	<p><b>d. Address:</b> Enter address: Street 1 (Required); city (Required); County/Parish, State (Required if country is US), Province, Country (Required), 9-digit zip/postal code (Required if country US).</p>	19.	<p><b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> (Required) Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.</p>
		20.	<p><b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include; but, may not be limited to: delinquent audit disallowances, loans and taxes. If yes, include an explanation in an attachment.</p>

<p><b>e. Organizational Unit:</b> Enter the name of the primary organizational unit, department or division that will undertake the assistance activity.</p>	21.	<p><b>Authorized Representative:</b> To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (Required); prefix, middle name, suffix. Enter title, telephone number, email (Required); and fax number. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.)</p>																								
<p><b>f. Name and contact information of person to be contacted on matters involving this application:</b> Enter the first and last name (Required); prefix, middle name, suffix, title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone number and email (Required); fax number.</p>																										
<p>9. Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.</p> <table border="0" data-bbox="227 553 688 1013"> <tr> <td>A. State Government</td> <td>M. Nonprofit</td> </tr> <tr> <td>B. County Government</td> <td>N. Private Institution of Higher Education</td> </tr> <tr> <td>C. City or Township Government</td> <td>O. Individual</td> </tr> <tr> <td>D. Special District Government</td> <td>P. For-Profit Organization (Other than Small Business)</td> </tr> <tr> <td>E. Regional Organization</td> <td>Q. Small Business</td> </tr> <tr> <td>F. U.S. Territory or Possession</td> <td>R. Hispanic-serving Institution</td> </tr> <tr> <td>G. Independent School District</td> <td>S. Historically Black Colleges and Universities (HBCUs)</td> </tr> <tr> <td>H. Public/State Controlled Institution of Higher Education</td> <td>T. Tribally Controlled Colleges and Universities (TCCUs)</td> </tr> <tr> <td>I. Indian/Native American Tribal Government (Federally Recognized)</td> <td>U. Alaska Native and Native Hawaiian Serving Institutions</td> </tr> <tr> <td>J. Indian/Native American Tribal Government (Other than Federally Recognized)</td> <td>V. Non-US Entity</td> </tr> <tr> <td>K. Indian/Native American Tribally Designated Organization</td> <td>W. Other (specify)</td> </tr> <tr> <td>L. Public/Indian Housing Authority</td> <td></td> </tr> </table>	A. State Government	M. Nonprofit	B. County Government	N. Private Institution of Higher Education	C. City or Township Government	O. Individual	D. Special District Government	P. For-Profit Organization (Other than Small Business)	E. Regional Organization	Q. Small Business	F. U.S. Territory or Possession	R. Hispanic-serving Institution	G. Independent School District	S. Historically Black Colleges and Universities (HBCUs)	H. Public/State Controlled Institution of Higher Education	T. Tribally Controlled Colleges and Universities (TCCUs)	I. Indian/Native American Tribal Government (Federally Recognized)	U. Alaska Native and Native Hawaiian Serving Institutions	J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Non-US Entity	K. Indian/Native American Tribally Designated Organization	W. Other (specify)	L. Public/Indian Housing Authority			
A. State Government	M. Nonprofit																									
B. County Government	N. Private Institution of Higher Education																									
C. City or Township Government	O. Individual																									
D. Special District Government	P. For-Profit Organization (Other than Small Business)																									
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F. U.S. Territory or Possession	R. Hispanic-serving Institution																									
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J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Non-US Entity																									
K. Indian/Native American Tribally Designated Organization	W. Other (specify)																									
L. Public/Indian Housing Authority																										

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____		
<b>* 3. Date Received:</b> Completed by Grants.gov upon submission.		<b>4. Applicant Identifier:</b> 2
<b>5a. Federal Entity Identifier:</b> H7100100001		<b>* 5b. Federal Award Identifier:</b> P16AC00035
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____		<b>7. State Application Identifier:</b> _____
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Val Verde County Sheriff's Office		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 746000673		<b>* c. Organizational DUNS:</b> 611754136
<b>d. Address:</b>		
<b>* Street1:</b> 295 FM 2523 Hamilton Lane		
<b>Street2:</b> _____		
<b>* City:</b> Del Rio		
<b>County/Parish:</b> _____		
<b>* State:</b> Texas		
<b>Province:</b> _____		
<b>* Country:</b> USA: UNITED STATES		
<b>* Zip / Postal Code:</b> 78840		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> _____		<b>Division Name:</b> _____
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> _____		<b>* First Name:</b> Elizabeth
<b>Middle Name:</b> _____		
<b>* Last Name:</b> Soto		
<b>Suffix:</b> _____		
<b>Title:</b> Administrative Assistant		
<b>Organizational Affiliation:</b> _____		
<b>* Telephone Number:</b> 830-774-7621		<b>Fax Number:</b> 830-775-3845
<b>* Email:</b> esoto@valverdesherriff.com		

Application for Federal Assistance SF-424	
9. Type of Applicant 1: Select Applicant Type:	
<input type="text" value="County Government"/>	
Type of Applicant 2: Select Applicant Type:	
<input type="text"/>	
Type of Applicant 3: Select Applicant Type:	
<input type="text"/>	
* Other (specify):	
<input type="text"/>	
* 10. Name of Federal Agency:	
<input type="text" value="National Park Service/Amistad National Recreation Area"/>	
11. Catalog of Federal Domestic Assistance Number:	
<input type="text" value="15.944"/>	
CFDA Title:	
<input type="text" value="Natural Resource Stewardship"/>	
* 12. Funding Opportunity Number:	
<input type="text"/>	
* Title:	
<input type="text"/>	
13. Competition Identification Number:	
<input type="text"/>	
Title:	
<input type="text"/>	
14. Areas Affected by Project (Cities, Counties, States, etc.):	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
* 15. Descriptive Title of Applicant's Project:	
<input type="text" value="Dispatch Services"/>	
<input type="text" value="P16AC00035"/>	
Attach supporting documents as specified in agency instructions.	
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>

Application for Federal Assistance SF-424	
<b>16. Congressional Districts Of:</b>	
* a. Applicant	23
* b. Program/Project	
Attach an additional list of Program/Project Congressional Districts if needed.	
	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date:	10/1/17
* b. End Date:	9/30/18
<b>18. Estimated Funding (\$):</b>	
* a. Federal	\$35,000.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "Yes", provide explanation and attach	
	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</p>	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix:	
* First Name:	Joe
Middle Name:	Frank
* Last Name:	Martinez
Suffix:	
* Title:	Sheriff
* Telephone Number:	830-774-7513
Fax Number:	830-775-3845
* Email:	jfmartinez@valverdesheriff.com
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

## INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

### General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Section A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

### Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

### Lines 1-4, Columns (c) through (g)

For *new applications*, leave Columns (c) and (d) blank. For each line entry in columns (a) and (b), enter in Columns (e), (f), and (g)

the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in columns (e) and (f).

For *supplemental grants and changes to existing grants*, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in columns (e) and (f).

**Line 5 --** Show the totals for all columns used.

### Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and Non-Federal) by object class categories.

**Lines 6a-i --** Show the totals of Lines 6a to 6h in each column.

**Lines 6j --** Show the amount of indirect cost.

**Line 6k --** Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in Column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

**Line 7 -** Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from

## INSTRUCTIONS FOR THE SF-424A (continued)

the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

### Section C. Non-Federal Resources

**Lines 8-11.** Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program title identical to column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the contribution to be made by the applicant.

**Column (c)** - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)** - Enter totals of Columns (b), (c), and (d).

**Line 12** - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

### Section D. Forecasted Cash Needs

**Line 13** - Enter the amount of cash needed by quarter from the grantor agency during the first year.

**Line 14** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 15** - Enter the totals of amounts on Lines 13 and 14.

### Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

**Lines 16-19** - Enter in Column (a) the same grant program titles shown in column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

**Line 20** - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

### Section F. Other Budget Information

**Line 21** - Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

**Line 22** - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

**Line 23** - Provide any other explanations or comments deemed necessary.

**BUDGET INFORMATION - Non-Construction Programs**

OMB Approval No.: 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non - Federal (d)	Federal (e)	Non - Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$ 0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1)	(2)	(3)	(4)		
a. Personnel	\$ 24,000.00	\$	\$	\$	\$ 24,000.00	
b. Fringe Benefits	5,637.60				5,637.60	
c. Travel					0.00	
d. Equipment					0.00	
e. Supplies					0.00	
f. Contractual	5,362.40				5,362.40	
g. Construction					0.00	
h. Other					0.00	
i. Total Direct Charge (sum of 6a-6h)	35,000.00	0.00	0.00	0.00	35,000.00	
j. Indirect Charges					0.00	
k. TOTALS (sum of 6i and 6j)	\$ 35,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 35,000.00	
7. Program Income	\$	\$	\$	\$	\$	

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Standard Form 424A (Rev. 4-92)  
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$ 0.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8 - 11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORCASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$	\$	\$	\$
14. NonFederal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. 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; (d) the Age Discrimination Act of 1975, 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 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.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies 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.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. 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 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 subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. 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.
16. 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 residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Efra Vail</i>	TITLE County Judge
APPLICANT ORGANIZATION Val Verde County Sheriff's Office	DATE SUBMITTED 1-24-18

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#26

**TEXAS COMMISSION ON LAW ENFORCEMENT**  
**What are the Reasons an Agency can File a Tier 1 or Tier 2 Report?**

**Tier 1 - Audio/Video Equipped:** agency vehicles that conduct motor vehicle stops are equipped with video and audio equipment and the agency certifies it maintains videos for 90days.

**Tier 1 - No Funding:** In accordance with Texas Code of Criminal Procedure 2.135(a)(2) the agency has requested and not received funds to install the recording equipment.

**Tier 2 - No Audio/Video:** the agency has no motor vehicle or audio equipment.

**Tier 2 - Chose Full Reporting:** the agency chose to fully report even though it qualified for the partial exemption.

#26

You have chosen to report as TIER ONE - Partial exemption from racial profiling reporting. You are reporting that agency vehicles used to conduct motor vehicle stops are equipped with video and audio equipment, and those videos are maintained for 90 days, or in accordance with the Texas State Code of Criminal Procedures Article 2.135(a)(2), your agency has requested and not received funds to install the recording equipment.

Step two Please select the reason you are filing as partial exempt

- All cars regularly used for motor vehicle stops are equipped with video and audio equipment, and those videos are maintained for 90 days after the stop
- In accordance with 2.135(a)(2), the agency has requested and not received funds to install the recording equipment.
- Step Three  
Please fill  
out all the  
below  
information

1. Number of motor vehicle stops (Must equal total number of stops)

a) Citation only

3905

b) Arrest only

12

c) Both

24

Total: 3941

#26

5. Was search consented? (Must equal searches conducted - Line 4a)

a) Yes

609

Total: 678

b) No

69

Upload data source  
on racial profiling

Browse...

Electronic signature - I consent that the info provided is true and accurate.

Form can not be submitted until all category totals equal their matching counterparts

Back

Submit racial profiling form

Back

# Racial Profiling Report | Tier one

#27

**Agency Name:** Val Verde County Constable Pct.3  
**Reporting Date:** 01/18/2018  
**TCOLE Agency Number:** 465103  
**Chief Administrator:** Stephen C. Berg  
**Agency Contact Information:**  
**Phone:** 830..774-7511  
**Email:** sberg@valverdecountry.org  
**Mailing Address:** 309 Mill St. Ste. B  
Del Rio Texas 78840

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Val Verde County Constable Pct.3 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Val Verde County Constable Pct.3 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Val Verde County Constable Pct.3 if the individual believes that a peace officer employed by the Val Verde County Constable Pct.3 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Val Verde County Constable Pct.3 who, after an investigation, is shown to have engaged in racial profiling in violation of the Val Verde County Constable Pct.3's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

#27

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**Executed by:** Stephen C. Berg

Chief Administrator

**Val Verde County Constable Pct.3**

**Date:** 01/18/2018

Val Verde County Constable Pct.3 Motor Vehicle Racial Profiling Information

#27

Total stops: 239

Number of motor vehicle stops

Citation only: 237

Arrest only: 1

Both: 1

Race or ethnicity

African: 1

Asian: 1

Caucasian: 45

Hispanic: 191

Middle eastern: 0

Native american: 1

Was race known ethnicity known prior to stop?

Yes: 0

No: 239

Was a search conducted

Yes: 1

No: 238

Was search consented?

Yes: 1

No: 0

Submitted electronically to the



The Texas Commission on Law Enforcement

#29



# TREASURER'S REPORT

DECEMBER 2017

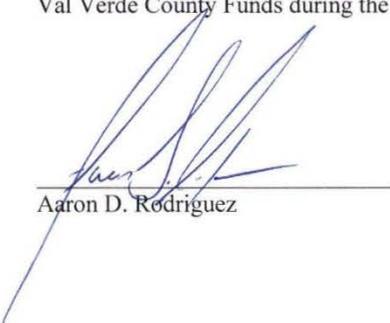
**VOL. 50 PAGE 468**

**AARON D. RODRIGUEZ**

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

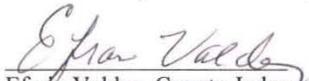
**ORDER APPROVING TREASURER'S MONTHLY REPORT**

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 DECEMBER 2017.



\_\_\_\_\_  
Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 24<sup>th</sup> day of January, 2018 R



\_\_\_\_\_  
Efrain Valdez, County Judge

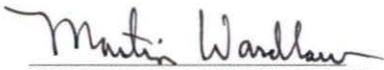
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**VAL VERDE COUNTY FINANCES**  
**TREASURERS REPORT**  
**COMMISSIONERS COURT**  
**REGULAR SESSION**

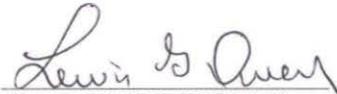
IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, <sup>24<sup>th</sup></sup> constituting the entire Commissioners Court of Val Verde County, certify that on January <sup>23<sup>rd</sup></sup>, 2018 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for DECEMBER 2017, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this <sup>23<sup>rd</sup></sup> day of January, 2018 <sup>24<sup>th</sup></sup>



**HONORABLE EFRAIN VALDEZ**  
COUNTY JUDGE



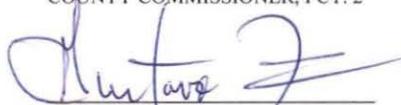
**HONORABLE MARTIN WARDLAW**  
COUNTY COMMISSIONER, PCT. 1



**HONORABLE LEWIS OWENS**  
COUNTY COMMISSIONER, PCT. 2



**HONORABLE ROBERT NETTLETON**  
COUNTY COMMISSIONER, PCT. 3



**HONORABLE GUSTAVO FLORES**  
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this <sup>24<sup>th</sup></sup> day of January, 2018.

**HONORABLE GENEROSA GRACIA-RAMON**  
COUNTY CLERK



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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<b>Fund: 1111 - General Fund</b>						
<a href="#">1111-1111-00-11020</a>	Cash - Del Rio Bank & Trust Westexan	6,169,028.47	368,876.65	1,540,951.49	1,172,074.84	6,537,905.12
<a href="#">1111-1111-00-11030</a>	Cash - Texpool	1,125.14	1.11	1.11	0.00	1,126.25
<a href="#">1111-1111-00-11040</a>	Cash - General Fund Texpool 2	1,260.45	1.25	1.25	0.00	1,261.70
<a href="#">1111-1111-00-11060</a>	Cash - Hot Tax	40,038.32	1,490.94	1,490.94	0.00	41,529.26
	<b>Total Fund: 1111 - General Fund:</b>	<b>6,211,452.38</b>	<b>370,369.95</b>	<b>1,542,444.79</b>	<b>1,172,074.84</b>	<b>6,581,822.33</b>
<b>Fund: 1133 - SL 179</b>						
<a href="#">1133-1111-00-11160</a>	Cash - SL79	160,301.72	6.81	6.81	0.00	160,308.53
	<b>Total Fund: 1133 - SL 179:</b>	<b>160,301.72</b>	<b>6.81</b>	<b>6.81</b>	<b>0.00</b>	<b>160,308.53</b>
<b>Fund: 1134 - Library Construction</b>						
<a href="#">1134-1111-00-21115</a>	Cash - Library Construction	320,122.21	-55,873.47	0.00	55,873.47	264,248.74
	<b>Total Fund: 1134 - Library Construction:</b>	<b>320,122.21</b>	<b>-55,873.47</b>	<b>0.00</b>	<b>55,873.47</b>	<b>264,248.74</b>
<b>Fund: 1166 - SF Pastures</b>						
<a href="#">1166-1111-00-11150</a>	Cash - San Felipe Pastures	32,391.84	7,933.02	7,933.02	0.00	40,324.86
	<b>Total Fund: 1166 - SF Pastures:</b>	<b>32,391.84</b>	<b>7,933.02</b>	<b>7,933.02</b>	<b>0.00</b>	<b>40,324.86</b>
<b>Fund: 1177 - Tax Note 2013</b>						
<a href="#">1177-1111-00-11000</a>	Cash - 2013 Tax Note	35,456.62	-457.46	2.41	459.87	34,999.16
	<b>Total Fund: 1177 - Tax Note 2013:</b>	<b>35,456.62</b>	<b>-457.46</b>	<b>2.41</b>	<b>459.87</b>	<b>34,999.16</b>
<b>Fund: 1178 - Tax Note 2016</b>						
<a href="#">1178-1111-00-11000</a>	Cash - 2016 Tax Note	1,272,975.24	-123,197.54	79,512.85	202,710.39	1,149,777.70
	<b>Total Fund: 1178 - Tax Note 2016:</b>	<b>1,272,975.24</b>	<b>-123,197.54</b>	<b>79,512.85</b>	<b>202,710.39</b>	<b>1,149,777.70</b>
<b>Fund: 1222 - Balance Road &amp; Bridge</b>						
<a href="#">1222-2222-00-11130</a>	Cash - Road & Bridge Fund - Texas Community Bank	247,631.33	-72,774.93	85,695.80	158,470.73	174,856.40
<a href="#">1222-2222-00-11140</a>	Cash - Road & Bridge Texpool	811.50	0.80	0.80	0.00	812.30
	<b>Total Fund: 1222 - Balance Road &amp; Bridge:</b>	<b>248,442.83</b>	<b>-72,774.13</b>	<b>85,696.60</b>	<b>158,470.73</b>	<b>175,668.70</b>
<b>Fund: 1333 - Interest &amp; Sinking</b>						
<a href="#">1333-3333-00-11070</a>	Cash - Interest & Sinking Fund Bank & Trust	15,666.23	1.93	1.93	0.00	15,668.16
<a href="#">1333-3333-00-11071</a>	Cash - Interest and Sinking Bank Trust Money M	207,480.35	79.30	79.30	0.00	207,559.65
<a href="#">1333-3333-00-11080</a>	Cash - Interest & Sinking Fund Texas Community	1,891,494.93	8,992.33	8,992.33	0.00	1,900,487.26
<a href="#">1333-3333-00-11090</a>	Cash - Interest & Sinking Fund Texpool	4,184.02	4.14	4.14	0.00	4,188.16
<a href="#">1333-3333-00-11200</a>	Cash - Interest & Sinking Fund CD	622,977.73	0.00	0.00	0.00	622,977.73
	<b>Total Fund: 1333 - Interest &amp; Sinking:</b>	<b>2,741,803.26</b>	<b>9,077.70</b>	<b>9,077.70</b>	<b>0.00</b>	<b>2,750,880.96</b>
<b>Fund: 1444 - Payroll Clearing County</b>						
<a href="#">1444-4444-00-11110</a>	Cash - Payroll Clearing Bank & Trust	716,696.56	-352,084.05	892,321.71	1,244,405.76	364,612.51

Detail Report

Date Range: 12/01/2017 - 12/31/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<b>Total Fund: 1444 - Payroll Clearing County:</b>		<b>716,696.56</b>	<b>-352,084.05</b>	<b>892,321.71</b>	<b>1,244,405.76</b>	<b>364,612.51</b>
<b>Fund: 1555 - Law Library</b>						
<u>1555-1111-00-11170</u>	Cash - Texas Community Bank Law Library	4,199.39	-952.06	2,375.94	3,328.00	3,247.33
<b>Total Fund: 1555 - Law Library:</b>		<b>4,199.39</b>	<b>-952.06</b>	<b>2,375.94</b>	<b>3,328.00</b>	<b>3,247.33</b>
<b>Fund: 2666 - Grants</b>						
<u>2666-6666-00-21000</u>	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21015</u>	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21020</u>	Cash - Help America Vote Act	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21030</u>	Cash - HIDTA Amistad Intell 2017	0.00	0.00	9,658.22	9,658.22	0.00
<u>2666-6666-00-21040</u>	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21050</u>	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21060</u>	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21070</u>	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21080</u>	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21090</u>	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21100</u>	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21110</u>	Cash - Indigent Defense Grant	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21120</u>	Cash - Local Border Security 2995203	0.00	0.00	1,186.93	1,186.93	0.00
<u>2666-6666-00-21130</u>	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21131</u>	Cash - Local Border Security 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21132</u>	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21137</u>	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21138</u>	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
<u>2666-6666-00-21140</u>	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21150</u>	Cash - Office of Justice Bullet Proof Vest	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	38,875.78	0.00	0.00	0.00	38,875.78
<u>2666-6666-00-21170</u>	Cash - Stonegarden 2016	0.00	-16,800.00	23,701.54	40,501.54	-16,800.00
<u>2666-6666-00-21180</u>	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	5,596.16	5,596.16	0.00
<u>2666-6666-00-21190</u>	Cash - Border Prosecution 2537707	0.00	0.00	10,940.75	10,940.75	0.00
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21192</u>	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21200</u>	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21210</u>	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21215</u>	Cash - T.D.H.C.A. #7214013	0.00	0.00	56,308.62	56,308.62	0.00
<u>2666-6666-00-21220</u>	Cash - T.C.D.B.G. #713076	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21230</u>	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21240</u>	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21245</u>	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21253</u>	Cash - DWI/Drug Court	-880.87	847.55	847.55	0.00	-33.32

Detail Report

Date Range: 12/01/2017 - 12/31/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<a href="#">2666-6666-00-21254</a>	Cash - T.C.D.B.G. #7215499	0.00	0.40	70,433.00	70,432.60	0.40
<a href="#">2666-6666-00-21260</a>	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
<a href="#">2666-6666-00-21270</a>	Cash - Texas Depart of Tranportation Frontera Road	0.00	0.00	0.00	0.00	0.00
<a href="#">2666-6666-00-21280</a>	Cash - Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
<a href="#">2666-6666-00-21290</a>	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
<a href="#">2666-6666-00-21296</a>	Cash - Tx Dept Trans Infrastructure	0.00	0.00	0.00	0.00	0.00
<a href="#">2666-6666-00-21298</a>	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
<a href="#">2666-6666-00-21300</a>	Cash - Non Reportable Grants	27,261.57	42.33	38,997.05	38,954.72	27,303.90
<a href="#">2666-6666-00-21310</a>	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
<a href="#">2666-6666-00-21311</a>	Cash - T.C.D.B.G #7216075	0.00	0.00	4,400.50	4,400.50	0.00
<a href="#">2666-6666-00-21312</a>	Cash - NIBRS 3200601	0.00	0.00	0.00	0.00	0.00
<b>Total Fund: 2666 - Grants:</b>		<b>1,917,256.51</b>	<b>-15,909.72</b>	<b>222,070.32</b>	<b>237,980.04</b>	<b>1,901,346.79</b>
<b>Fund: 4121 - Val Verde County Auditors Special Account</b>						
<a href="#">4121-1400-00-41000</a>	Cash - County Auditor Special Account	11,198.98	-782.85	60,755.47	61,538.32	10,416.13
<b>Total Fund: 4121 - Val Verde County Auditors Special Account:</b>		<b>11,198.98</b>	<b>-782.85</b>	<b>60,755.47</b>	<b>61,538.32</b>	<b>10,416.13</b>
<b>Fund: 4145 - Security Fees</b>						
<a href="#">4145-1111-00-41080</a>	Cash - Security Fee	134,538.14	932.05	1,027.05	95.00	135,470.19
<b>Total Fund: 4145 - Security Fees:</b>		<b>134,538.14</b>	<b>932.05</b>	<b>1,027.05</b>	<b>95.00</b>	<b>135,470.19</b>
<b>Grand Totals:</b>		<b>13,806,835.68</b>	<b>-233,711.75</b>	<b>2,903,224.67</b>	<b>3,136,936.42</b>	<b>13,573,123.93</b>

**Fund Summary**

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	6,211,452.38	370,369.95	1,542,444.79	1,172,074.84	6,581,822.33
1133 - SL 179	160,301.72	6.81	6.81	0.00	160,308.53
1134 - Library Construction	320,122.21	-55,873.47	0.00	55,873.47	264,248.74
1166 - SF Pastures	32,391.84	7,933.02	7,933.02	0.00	40,324.86
1177 - Tax Note 2013	35,456.62	-457.46	2.41	459.87	34,999.16
1178 - Tax Note 2016	1,272,975.24	-123,197.54	79,512.85	202,710.39	1,149,777.70
1222 - Balance Road & Bridge	248,442.83	-72,774.13	85,696.60	158,470.73	175,668.70
1333 - Interest & Sinking	2,741,803.26	9,077.70	9,077.70	0.00	2,750,880.96
1444 - Payroll Clearing County	716,696.56	-352,084.05	892,321.71	1,244,405.76	364,612.51
1555 - Law Library	4,199.39	-952.06	2,375.94	3,328.00	3,247.33
2666 - Grants	1,917,256.51	-15,909.72	222,070.32	237,980.04	1,901,346.79
4121 - Val Verde County Auditors Special	11,198.98	-782.85	60,755.47	61,538.32	10,416.13
4145 - Security Fees	134,538.14	932.05	1,027.05	95.00	135,470.19
<b>Grand Total:</b>	<b>13,806,835.68</b>	<b>-233,711.75</b>	<b>2,903,224.67</b>	<b>3,136,936.42</b>	<b>13,573,123.93</b>

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<b>FUNDS FOR THE MONTH OF DECEMBER 2017</b>	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	132,910.50	16,250.69	6.17	1,461.95	\$147,705.41
TAX COLLECTORS / VIT ESCROW ACCOUNT	288,994.02	27,314.51	53.71	76.55	\$316,285.69
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	2,467,838.22	3,905,438.88	724.49	4,752,137.23	\$1,621,864.36
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	326,572.01	675,124.23	12.79	697,989.41	\$303,719.62
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	24,522.58	0.00	1.04		\$24,523.62
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	17,055.03	0.00	0.72	193.36	\$16,862.39
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	40,215.40	4,250.00	1.81	0.00	\$44,467.21
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	322,282.03	5,733.00	124.48	1,736.18	\$326,403.33
COUNTY CLERK RECORD ARCHIVE FUND	267,015.02	5,483.00	103.40		\$272,601.42
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	11,657.49	0.00	0.00	4,322.50	\$7,334.99
DPS SPECIAL PROJECTS ACCOUNT	7,753.85	0.00	0.33	0.49	\$7,753.69
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	676.11				\$676.11
DISTRICT ATTORNEY-PAYROLL ACCOUNT	10,363.50		0.44		\$10,363.94
INVESTIGATOR FOR DISTRICT ATTORNEY SPECIAL ACCOUNT	615,237.12		26.12	0.49	\$615,262.75
INVESTIGATOR FOR DISTRICT ATTORNEY	10,419.18	0.00	0.44	0.49	\$10,419.13
DISTRICT CLERK- COURT COST ACCOUNT	404,053.22	17,926.69	0.00	16,140.36	\$405,839.55
DISTRICT CLERK- REGISTRY FUND	558,820.23	12,938.63	0.00	64,620.63	\$507,138.23
DISTRICT CLERK-RECORD ARCHIVE FUND	18,592.90	77.82	0.00	0.00	\$18,670.72
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	23,229.01	6.66	8.88		\$23,244.55
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	\$71,586.56
RECORD PRESERVATION	36,043.94	507.74	13.93	0.00	\$36,565.61
COURT AT LAW CONTRIBUTION ACCOUNT	520.74				\$520.74
BAIL SECURITY	38,429.20		14.69		\$38,443.89
WELFARE FUND - COUNTY JUDGE	22,714.80	95.00	8.35	366.35	\$22,451.80
COURT AT LAW TECHNOLOGY FUND	486.71	41.00	0.17	0.00	\$527.88
<b>TOTAL</b>					<b>\$4,916,260.74</b>

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



### Pool Information

Location: 78328  
Val Verde County

#### TexPool

Average Monthly rate for December	1.1764%
Average Monthly Dividend Factor for December	0.000032231
<b>Information as of</b>	January 7, 2018
Daily Net Yield	1.2832%
Dividend Factor	0.000035157
7 Day Net Yield	1.28%
Daily Assets	\$18,611,644,481.87
Weighted Average Maturity	31 days
Weighted Average Life	89 days
NAV	0.99991

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](http://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.







VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

#31

To: Efrain Valdez, County Judge  
From: Juanita Barrera, HR Director  
Date: January 18, 2018  
Subject: **AGENDA ITEMS FOR JANUARY 2018**

Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from December 27, 2017 through January 18, 2018.

- A. Ana Smith, County Attorney, requesting to have Matthew Weingardt, County Auditor start issuing checks to Michael Ramirez, Temporary Clerk, with an hourly rate of \$10.00 effective December 27, 2017. Mr. Ramirez is filling in a temporary position which was approved by Commissioners Court.
- B. Robert Nettleton, Commissioner Pct. 3, requesting to have Matthew Weingardt, County Auditor start issuing checks to Eric Nalls, Lt. Equipment Operator, with an annual salary of \$23,525.00 effective January 3, 2018. Mr. Nalls is replacing Jesus Esquivel who resigned.
- C. Gustavo Flores, Commissioner Pct.4, requesting to have Matthew Weingardt, County Auditor start issuing checks to Homero Gallegos, Driver, with an annual salary of \$21,450.00 effective January 9, 2018. Mr. Gallegos is replacing Paul Escobedo who resigned.
- D. Matthew Weingardt, County Auditor advising Commissioners Court of start issuance of checks to Sandra Lopez, 4<sup>th</sup> Assistant County Auditor, effective January 9, 2018, with an annual salary of \$28,502.50. Ms. Lopez is replacing Michael Ramirez who was terminated.
- E. Matthew Weingardt, County Auditor advising Commissioners Court of stopping the issuance of checks to Sandra Lopez, 4<sup>th</sup> Assistant County Auditor, effective January 16, 2018, Ms. Lopez has resigned
- F. Jerry Rust, Fire Chief, requesting to have Matthew Weingardt, County Auditor start issuing checks to Jay Bugg, Firefighter, with an annual salary of \$29,737.50 effective January 13, 2018. Mr. Bugg is replacing Vince Valadez who was terminated.
- G. Joe Frank Martinez, Sheriff, is informing Commissioners Court of the transfer of Ryan Lowe, from CID to Patrol as a Patrol Sergeant, No change in pay. Mr. Lowe is replacing Sergio Mendoza who resigned.
- H. Joe Frank Martinez, Sheriff, requesting to have Matthew Weingardt, County Auditor start issuing checks to Eduardo Verastegui, CID Sergeant, with an annual salary of \$37,012.50, effective January 6, 2018. Mr. Verastegui, has been transferred from Patrol to CID, he is replacing Rayan Lowe who transferred to Patrol.