



**COMMISSIONER'S COURT MINUTES  
MAY 2 REGULAR TERM, A.D. 2018**

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

**BE IT REMEMBERED** that on this the 2<sup>nd</sup> day of May 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; 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	Noes	Abst
18-188	F	N		2/7, 2/16, 2/21 & 3/7, 3/21		W, O, N, F, EVV		

5.
  - 1) Opposing Touch Stone Nursing Facility – Darrell Zurovec
  - 2) \_\_\_\_\_
  - 3) \_\_\_\_\_

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

**MOTION KEY:**  
 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:**

- COUNTY ATTY
- Jason \_\_\_\_\_ COUNTY ATTY STAFF
- DF \_\_\_\_\_ 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

**PUBLIC HEARING**  
**MAY 2, 2018 AT 9:15A.M.**  
**COUNTY COURT AT LAW BUILDING 207 E. LOSOYA ST.**  
**DEL RIO, TEXAS**

6. A public hearing in regards to a replat of Lots 7, 8, & 9 Block C Ranchitos Amistad Subdivision and Vacating a portion of Sotol Circle.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Public hearing on the replat of Lots				
				7,8, & 9, Block C, Ranchitos Amistad				
				Subdivision and vacating a portion				
				of Sotol Circle began at 9:15a.m.				

7. Open hearing.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Rita Fisher spoke in favor of Mr.				
				Stevens rebuilding his house &				
				replat request.				

8. Close hearing.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Public hearing closed at 9:21A.M.				

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

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

**Efrain Valdez, County Judge**

9. Presentation by Jose Guerrero, R.N.(Public Health Nurse) to inform the Val Verde County Commissioners Court of the public health activities provided by the Texas Department of State Health Services in 2017 in Val Verde County.

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

10. Discussion and possible action on a resolution to accept \$500,000.00 TxCDBG Contract No. 7218075 from the Texas Department of Agriculture.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-189	N	F		Motion to approve.		W, O, N, F, EVV		

11. Discussion and possible action on Contract for Management/Administration Services from Esser & Company Consulting LLC for TxCDBG 7218075.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-190	N	F		Motion to approve.		W, O, N, F, EVV		

12. Discussion and possible action on a resolution designating authorized signatories for TxCDBG 7218075.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-191	N	F		Motion to approve.		W, O, N, F, EVV		

13. Discussion and possible action on the Contract for Engineering Services from TRC Engineers Inc. for TxCDBG 7218075.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-192	N	F		Motion to Approve		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

**Martin Wardlaw, County Commissioner Pct. 1**

14. Discussion and possible action to approve a transfer for Precinct 1 in the amount of \$35,000.00 from the Paving Budget to the Operating Budget.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-193	W	O		Motion to Approve		W, O, N, F, EVV		

15. Discussion and possible action regarding the general liability and workers compensation requirements for service providers doing business with Val Verde County.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-194	F	W		Motion to Approve with required \$25,000		F, W	O, N	
				Hold harmless Waiver.			EVV	

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

16. Discussion and possible action regarding the submissions for the Val Verde County Re-districting RFQ.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-195	N	O		Motion to re-advertise		W, O, N, F, EVV		
				For RFQ's.				

17. Discussion and possible action regarding the purchase for three Apple iPads for the District Clerks office at a price of \$917.91. To be paid from office supplies.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-196	N	O		Motion to approve and pay from the		N,O,W,F		
				District Clerk's Records Preservation		EVV		
				Fund.				

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18. Discussion and possible action regarding Val Verde County TX., entering into a monthly lease agreement with Pitney Bowes to provide mass mailing postal service for Tax Assessor Collectors Office.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-197	N	O		Motion to Approve Lease		W,O,N		
				At a quarterly cost of \$913.25		F,EVV		

19. Discussion and possible action regarding authorization to request Statements of Qualifications (RFQ) for a Professional Architectural Services to develop a Master Plan for the Val Verde County Fair Grounds. Also to establish a selection review committee for this RFQ.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-198	N	O		Motion to Approve & go out for RFQ's		W,O, EVV		
				& Selection Committee members		N, F		
				Will be the County Judge, Eloy				
				Padilla, Carl Esser, Roy Musquiz &				
				Commissioner Nettleton.				

20. Discussion and possible action regarding the purchase of one keyless door lock for the Justice of the Peace courtroom at a price of \$119.00 each. To be paid from the courtroom security funds.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-199	N	O		Motion to Approve as		W,O, EVV		
				Presented.		N, F		

21. Discussion and possible action regarding the copier contract for the offices of Risk Management, Purchasing and Human Resources.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-200	N	O		Motion to Approve as		W,O, EVV		
				Presented.		N, F		

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22. Discussion and possible action to declare the following items as surplus property and properly disposition. Disposition may (but not limited to) be auctioned, reassigned, recycled, destroyed or donated.

Misc. metal equipment no longer in use. (list) Pct. #4

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-201	F	O		Motion to approve and		W,O, EVV		
				Monies to go to the		N, F		
				Operating budget for				
				Precinct 4.				

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

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-202	N	O		Motion to Approve as		W,O, EVV		
				Presented.		N, F		

**Roger Cerny, County Healthy Inspector**

24. Discussion and possible action on converting the temporary position previously approved by Commissioners Court for a Field Technician to a full time position.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-203	N	O		Motion to Approve at the		W,O, EVV		
				Base payoff \$27,156.26.		N, F		

**Emily Grant, AG/NR County Agent**

25. Discussion and possible action requesting a fuel card to be used for the agent for maintenance trucks and lawn equipment.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-204	O	N		Motion to Approve.		W,O, EVV		
						N, F		

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**Jerry Rust, Fire Chief**

26. Discussion and possible action on Inter-local Cooperation Agreement by and between the City of Del Rio and the County of Val Verde for Mutual Aid in Fire Emergency Service.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-205	N	W		Motion to approve.		W,O, EVV		
						N, F		

**Joe Frank Martinez, County Sheriff**

27. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign a Memorandum of Understanding between the Val Verde Sheriff's Office and Sly Tac Training Solutions, LLC.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-206	F	N		Motion to Table until after Executive Session.		W,O, EVV		
						N, F		

28. Discussion and possible action to amend IGA #80-98-0061 between Val Verde County and The GEO Group, Inc by adopting Amendment 1 to the agreement.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-207	F	O		Motion to Approve.		W,O, EVV, N, F		

**Aaron Rodriguez, County Treasurer**

29. Discussion and possible action regarding Depository Agreements/Contracts.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-208	N	F		Motion to authorize the Treasurer And Auditor to re-negotiate Current depository agreements.		W,O, EVV		
						N, F		

30. Monthly Treasurer's Report.

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

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**Juanita Barrera, County HR Director**

31. Discussion and possible action on benefit eligibility for County Agents.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-209	N	O		Motion to remove county agents		W,O, EVV		
				From county leave accrual, allow				
				Them to keep county insurance,				
				As primary and state as secondary				
				& authorize County Judge to				
				Approve time.				

32. HR Monthly Report: April 19, 2018 through May 2,2018

- A. Jo Ann Cervantes, District Clerk, requesting the discontinuance of checks to Patricia Garcia, effective April 23, 2018. Ms. Garcia resigned.
- B. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Vanessa Payne, Deputy Clerk III, with an annual salary of \$23,525.00, effective April 30, 2018. Ms. Payne has been promoted and is replacing Patricia Garcia who resigned.
- C. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Brenda Cruz, Deputy Clerk II, with an annual salary of \$22,487.50, effective April 30, 2018. Ms. Cruz has been promoted and is replacing Ana Guia who was promoted to Deputy Clerk III.
- D. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Rosie Thomas, Deputy Clerk I, with an annual salary of \$21,450.00, effective April 30, 2018. Ms. Thomas is replacing Brenda Cruz who was promoted to Deputy Clerk II.
- E. Joe Frank Martinez, Sheriff, requesting the discontinuance of checks to Brianna Chavarria, effective April 13, 2018. Ms. Chavarria was terminated.
- F. Joe Frank Martinez, Sheriff, advising the Court that Fabian Galvan, has been transferred back to transport with no change in salary effective April 16, 2018.
- G. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Waylon Bullard, Chief Deputy, with an annual salary of \$57,534.47, effective May 1, 2018. Mr. Bullard is replacing Douglas Spielman who resigned.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-210	N	O		Motion to Approve except		W,O, EVV		
				Letter "G".		N, F		

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

**Matthew Weingardt, County Auditor**

33. Monthly County Auditor's Report.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No Action				

**Ana Markowski Smith, County Attorney**

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

34. 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.

35. Ana Markowski 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.

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ 551.072 _____
OTHER _____ BEGAN @ 9:53 AM _____ ENDED @ 10:02 AM _____ BREAK @ _____ RESUMED @ _____ _____ ACTION AFTER EX: _____

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No Action taken.				

**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
18-211	N	O		Motion to Approve the replat of Lots 7,8,&9, Blk. C, Ranchitos Amistad and Vacating a portion of Sotol Circle.		W,O, EVV N, F		

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

37. Approve Certificates of Compliance.

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

38. Approve monthly reports from elected officials.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-212	N	F		Motion to Approve		W,O, EVV		
						N, F		

39. Approve bills for payment.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-213	O	N		Motion to approve.		W,O, EVV		
						N, F		

40. County Judge's comments.

41. Adjourn.

The foregoing, recorded in Volume 50, pages 815-902, inclusive, was on this the 11<sup>th</sup> day of July A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,

*Efrain Valdez*  
 Efrain Valdez, County Judge  
 Val Verde County, Texas



ATTEST:

*Generosa Gracia-Ramon*  
 GENEROSA GRACIA-RAMON  
 COUNTY CLERK

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

Del Rio, TX 78841  
Email: evaldez@valverdecountry.org

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**  
**MAY 2, 2018 REGULAR TERM**

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

**May 2, 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' Comments.

**PUBLIC HEARING**  
**MAY 2, 2018 AT 9:15A.M.**  
**COUNTY COURT AT LAW BUILDING 207 E. LOSOYA ST.**  
**DEL RIO, TEXAS**

6. A public hearing in regards to a replat of Lots 7, 8, & 9 Block C Ranchitos Amistad Subdivision and Vacating a portion of Sotol Circle.
7. Open hearing.
8. Close hearing.

**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**

9. Presentation by Jose Guerrero, R.N.(Public Health Nurse) to inform the Val Verde County Commissioners Court of the public health activities provided by the Texas Department of State Health Services in 2017 in Val Verde County.
10. Discussion and possible action on a resolution to accept \$500,000.00 TxCDBG Contract No. 7218075 from the Texas Department of Agriculture.
11. Discussion and possible action on Contract for Management/Administration Services from Esser & Company Consulting LLC for TxCDBG 7218075.
12. Discussion and possible action on a resolution designating authorized signatories for TxCDBG 7218075.
13. Discussion and possible action on the Contract for Engineering Services from TRC Engineers Inc. for TxCDBG 7218075.

**Martin Wardlaw, County Commissioner Pct. 1**

14. Discussion and possible action to approve a transfer for Precinct 1 in the amount of \$35,000.00 from the Paving Budget to the Operating Budget.
15. Discussion and possible action regarding the general liability and workers compensation requirements for service providers doing business with Val Verde County.

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

16. Discussion and possible action regarding the submissions for the Val Verde County Re-districting RFQ.
17. Discussion and possible action regarding the purchase for three Apple iPads for the District Clerks office at a price of \$917.91. To be paid from office supplies.

18. Discussion and possible action regarding Val Verde County TX., entering into a monthly lease agreement with Pitney Bowes to provide mass mailing postal service for Tax Assessor Collectors Office.
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20. Discussion and possible action regarding the purchase of one keyless door lock for the Justice of the Peace courtroom at a price of \$119.00 each. To be paid from the courtroom security funds.
21. Discussion and possible action regarding the copier contract for the offices of Risk Management, Purchasing and Human Resources.
22. Discussion and possible action to declare the following items as surplus property and properly disposition. Disposition may (but not limited to) be auctioned, reassigned, recycled, destroyed or donated.  
Misc. metal equipment no longer in use. (list) Pct. #4
23. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

**Roger Cerny, County Healthy Inspector**

24. Discussion and possible action on converting the temporary position previously approved by Commissioners Court for a Field Technician to a full time position.

**Emily Grant, AG/NR County Agent**

25. Discussion and possible action requesting a fuel card to be used for the agent for maintenance trucks and lawn equipment.

**Jerry Rust, Fire Chief**

26. Discussion and possible action on Inter-local Cooperation Agreement by and between the City of Del Rio and the County of Val Verde for Mutual Aid in Fire Emergency Service.

**Joe Frank Martinez, County Sheriff**

27. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign a Memorandum of Understanding between the Val Verde Sheriff's Office and Sly Tac Training Solutions, LLC.
28. Discussion and possible action to amend IGA #80-98-0061 between Val Verde County and The GEO Group, Inc by adopting Amendment 1 to the agreement.

**Aaron Rodriguez, County Treasurer**

29. Discussion and possible action regarding Depository Agreements/Contracts.
30. Monthly Treasurer's Report.

**Juanita Barrera, County HR Director**

31. Discussion and possible action on benefit eligibility for County Agents.
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- G. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Waylon Bullard, Chief Deputy, with an annual salary of \$57,534.47, effective May 1, 2018. Mr. Bullard is replacing Douglas Spielman who resigned.

**Matthew Weingardt, County Auditor**

33. Monthly County Auditor's Report.

**Ana Markowski Smith, County Attorney**

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

- 34. 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.
  
- 35. Ana Markowski 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.

**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.

39. Approve bills for payment.

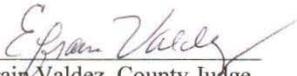
40. County Judge's comments.

41. Adjourn.

Del Rio, TX 78841

**VOL. 50 PAGE 830**

Our next Regular Commissioners Court Meeting will be May 16, 2018, @ 9:00 a.m.; **Agenda Items are due Friday, May 11, 2018 @ 12: 00 noon.**

  
Efrain Valdez, County Judge  
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON  
April 27, 2018: AT 3:08 PM

RECEIVED  
2018 APR 27 P 3:08  
GENERAL CLERK  
VAL VERDE COUNTY CLERK  
BY MJB DEPUTY

• 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 27th day of APRIL, 2018 at 3:08 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.



A handwritten signature in blue ink, which appears to read "Generosa Gracia-Ramon". The signature is written in a cursive style and is positioned above a horizontal line.

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

COPY

AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE  
AND  
THE COUNTY OF VAL VERDE  
CONTRACT NO. 7218075  
FOR  
THE COLONIA FUND: CONSTRUCTION

#10

**SECTION 1. PARTIES TO CONTRACT**

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Val Verde (herein referred to as "Contractor"). The parties to this contract agree to the mutual obligations and performance of the tasks described herein.

**SECTION 2. CONTRACT PERIOD**

This contract and agreement shall commence on April 23, 2018, and shall terminate on April 22, 2020, unless otherwise specifically provided by the terms of this contract.

**SECTION 3. PURPOSE**

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act." Contractor has submitted, and the Department has approved, Contractor's application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the "Application"). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor.

**SECTION 4. CONTRACTOR PERFORMANCE**

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D); Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F); and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract.

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department.

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

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**SECTION 5. DEPARTMENT OBLIGATIONS**

A. Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section.

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.
2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.
3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract.
4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds.
5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Five Hundred Thousand and No/100 Dollars (\$500,000).

**SECTION 6. GENERAL CONDITIONS**

A. General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570, Subpart I (the U.S. Housing and Urban Development [HUD] regulations concerning the state CDBG program). Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

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C. Indemnification. Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Wording, Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.
4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.
5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

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F. Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance."

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;
- (3) Failure to complete activities in accordance with the Project Implementation Schedule;
- (4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;
- (5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or
- (6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

- (1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or
- (2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department,

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until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual.

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

5. Ineligibility Period

a. Delinquent audit. If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available.

**SECTION 7. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part

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200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

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3. Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

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d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D. Procurement. Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets. The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200.313, and 24 CFR 570.489(j).

#### SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards.

B. As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services. Contractor shall be required to repay the funds within the timeframe specified by the Department.

#### SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

##### B. Selection Process

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.

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2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.

3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding. Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

**SECTION 10. LEGAL AUTHORITY**

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

**SECTION 11. LITIGATION AND CLAIMS**

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out of the performance of any subcontract; and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

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## SECTION 12. AUDIT

A. Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end).
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

## SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications; for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

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B. Limitations on Activities Pending Clearance

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.
  2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).
- C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

**SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS**

- A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.
- B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.
- C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.
- D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.
- E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.
- F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

**SECTION 15. DEBARMENT**

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded

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from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

**SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights and Anti-discrimination**

1. Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended; the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259.
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities.
4. Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

**B. Employment Restrictions**

1. Prohibited Activity. Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.
2. Labor Standards
  - a. Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
  - b. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*; 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
  - c. Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage.

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Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

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

e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200.318-200.319, and 24 CFR 570.489, which include but are not limited to the following:

1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

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paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

D. Lobbying

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch; (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department.

**SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT**

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

**SECTION 18. EFFECTIVE DATE**

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

**SECTION 19. WAIVER**

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**SECTION 20. ORAL AND WRITTEN AGREEMENTS**

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

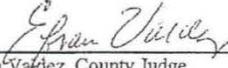
B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

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**SECTION 21. VENUE**

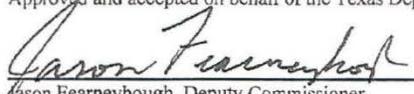
For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

  
\_\_\_\_\_  
Efrain Valdez, County Judge  
County of Val Verde

4/17/18  
Date

Approved and accepted on behalf of the Texas Department of Agriculture.

  
\_\_\_\_\_  
Jason Fearneyhough, Deputy Commissioner  
Texas Department of Agriculture

4/26/18  
Date

## CERTIFICATIONS

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program.

As the duly authorized representative of the County of Val Verde, I certify that:

**Affirmatively Further Fair Housing** -- It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

**Anti-discrimination Laws** -- It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

**Anti-displacement and Relocation Plan** -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department.

**Environmental Review** -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

**Excessive Force** -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a

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policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

**Use of Funds (Special Assessments)** -- It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

**Compliance with Laws** -- It will comply with applicable laws.

 _____ Signature/Authorized Official	5/2/16 _____ Date
County Judge _____ Title	

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that the Val Verde knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.

RESOLUTION

A RESOLUTION OF THE VAL VERDE COUNTY COMMISSIONERS COURT, OF VAL VERDE COUNTY, TEXAS APPROVING CONTRACT NO. 7218075 BETWEEN VAL VERDE COUNTY AND TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2018 COLONIA CONSTRUCTION FUND IN THE AMOUNT OF \$500,000.00 AND AUTHORIZING THE COUNTY JUDGE OF VAL VERDE COUNTY TO EXECUTE ALL DOCUMENTS RELATING TO SAID CONTRACT.

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WHEREAS, the Commissioners Court of Val Verde County desires to enter into an agreement with Texas Department of Agriculture for the 2018 Colonia Construction Fund; and

WHEREAS, the Commissioners Court of Val Verde County desires to be bound by the conditions as set forth in the agreement; and

WHEREAS, the Commissioners Court of Val Verde County desires to authorize the County Judge of Val Verde County to execute all documents related to this agreement.

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

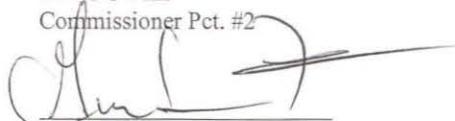
1. That the Commissioners Court of Val Verde County hereby approves an agreement between the Texas Department of Agriculture and Val Verde County for the 2018 Colonia Construction Fund TxCDBG 7218075.
2. That the Commissioners Court of Val Verde County hereby authorizes the County Judge of Val Verde County to execute all documents related to the agreement.
3. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 2<sup>nd</sup> day of May 2018.

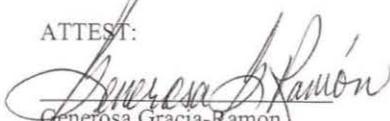
  
 Efrain Valdez, County Judge  
 Val Verde County, Texas

  
 Martin Wardlaw  
 Commissioner Pct. #1

  
 Lewis Owens  
 Commissioner Pct. #2

  
 Gustavo Flores  
 Commissioner Pct. #4

  
 Robert "Beau" Nettleton  
 Commissioner Pct. #3

ATTEST:  
  
 Generosa Gracia-Ramon  
 County Clerk



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COPY

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Contract  
MANAGEMENT/ADMINISTRATION SERVICES

For County of Val Verde  
Texas Department of Agriculture  
Colonia Construction Fund TxCDBG 7218075

PART I  
AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this 02<sup>nd</sup> day of May, 2018, by and between Val Verde County hereinafter called the "County", acting herein by Efrain Valdez, Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "the Contractor", acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, Val Verde County desires to implement the Texas Community Development Colonia Construction Fund TxCDBG 7218075 to construct first time water facility improvements for the San Felipe Pastures, Rancho Del Rio and Escondido Colonias under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional administration services in connection with this TxCDBG Project, Contract Number 7218075.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services  
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on May 2, 2018. In any event, all of the services required and performed hereunder shall be completed no later than June 21, 2020.
3. Local Program Liaison - For purposes of this Contract, the Val Verde County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$50,000.00**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency

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members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

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

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: Efrain Valdez  
 (Local County Official)  
Efrain Valdez  
 (Printed Name)  
Val Verde County Judge  
 (Title)

BY: Carl Esser  
 (Contractor's Authorized Representative)  
Carl Esser  
 (Printed Name)  
Consultant  
 (Title)

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**PART II**  
**SCOPE OF SERVICES**

The Contractor shall provide the following scope of services:

**A. Project Management**

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

**B. Financial Management**

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

**C. Environmental Review**

1. Assist the County with environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.

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4. Assist the County with any required re-assessment of environmental assessment.
  5. Prepare Request for Release of Funds and certifications to be sent to TDA.
- D. Acquisition
1. Prepare required acquisition reports(s).
  2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
  3. Maintain a separate file for each parcel of real property acquired.
  4. Determine necessary method(s) for acquiring real property.
  5. Prepare correspondence with property owners.
  6. Assist County in negotiations with property owner(s).
  7. Prepare required acquisition reports and submit to TDA.
- E. Construction Management
1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
    - Assist County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
    - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
    - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
  2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
  3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
  4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
  5. Request wage rates from TDA.
  6. Provide sample TxCDBG contract documents to engineer.
  7. Advertise for bids.
  8. Make ten-day call to TDA.
  9. Verify construction contractor eligibility with TDA.
  10. Review construction contract.
  11. Conduct pre-construction conference and prepare minutes.
  12. Submit any reports of additional classification and rates to TDA.
  13. Issue Notice of Start of Construction to TDA.
  14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
  15. Process change orders approved by County and the project engineer and submit to TDA prior to execution with the construction contractor.
  16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
  17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
- F. Fair Housing / Equal Opportunity
1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
  2. Maintain documentation of all project beneficiaries by ethnicity and gender.
  3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
  4. Assist with Section 3 requirements per 24 CFR Part 135.
  5. Prepare all Section 504 requirements per 24 CFR Part 8.
  6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
  7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
  8. Ensure the adequate publication of required notices.
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G. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

H. Audit / Close-out Procedures

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

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PART III  
PAYMENT SCHEDULE

Val Verde County shall reimburse Esser & Company Consulting LLC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	5%
• Completion of Environmental/Special Conditions Clearance	20%
• Completion of all Acquisition Activities	5%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

**NOTE:** Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Administrative Scope of Services.

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PART IV  
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

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

2. Termination for Convenience of the County. County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

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

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution

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procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
  - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
  - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

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12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

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

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding

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that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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EXHIBIT B  
BUDGET  
COUNTY OF VAL VERDE

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W Water Improvements - Total	\$422,200	\$25,000	\$447,200
Water Improvements-Construction	\$339,000	\$25,000 <sup>1</sup>	\$364,000
Water Improvements-Engineering	\$83,200	\$0	\$83,200
14A Rehab: Single-Unit Water Service - Total	\$27,800	\$0	\$27,800
Rehab: Single-Unit Sewer Service-Construction	\$24,000	\$0	\$24,000
Rehab: Single-Unit Sewer Service- Engineering	\$3,800	\$0	\$3,800
21A General Program Administration - Total	\$50,000	\$0	\$50,000
<b>TOTALS</b>	<b>\$500,000</b>	<b>\$25,000</b>	<b>\$525,000</b>

Source of Other Funds:  
1 - Val Verde County, In-Kind

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A201

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE VAL VERDE COUNTY COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7218075.

WHEREAS, the County of Val Verde, Texas has received a 2018 Texas Community Development Block Grant award to provide for First Time Water Improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Val Verde, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE, TEXAS, AS FOLLOWS:

The County Judge and County Auditor be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2018 Texas Community Development Block Grant Program.

The County Judge and County Auditor be authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2018 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE, TEXAS ON THIS 2<sup>ND</sup> DAY OF MAY 2016.

*Efrain Valdez*

EFRAIN VALDEZ  
VAL VERDE COUNTY JUDGE  
VAL VERDE COUNTY, TEXAS

Attest:

*Generosa Gracia-Ramon*

GENEROSA (JANIE) GRACIA-RAMON  
VAL VERDE COUNTY CLERK  
VAL VERDE COUNTY TEXAS





CONTRACT FOR ENGINEERING SERVICES

COPY

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PART I - AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this 2<sup>nd</sup> day of May, 2018, by and between the County of Val Verde, Texas, hereinafter called the "County", acting herein by Efrain Valdez, County Judge hereunto duly authorized, and TRC Engineers, Inc., hereinafter called "Firm", acting herein by S. Jared Niemann, P.E.

WITNESSETH THAT:

WHEREAS, the County of Val Verde desires to implement the following: Water Improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage professional engineers to render certain services in connection with the TxCDBG Project, Contract Number 7218075.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

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

2. Time of Performance

The services of the Firm shall commence on April 23, 2018. In any event, all of the services required and performed hereunder shall be completed no later than April 22, 2020.

3. Local Program Liaison

For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.

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5. Retention of Records

The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$87,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

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9. Extent of Agreement

This Agreement, which includes Parts I-V and Attachment A represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the County and the Firm.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

VAL VERDE COUNTY

TRC ENGINEERS, INC.

By: Efrain Valdez  
Efrain Valdez  
County Judge

By: S. Jared Niemann  
S. Jared Niemann, P.E.  
Project Manager

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PART II

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

**SCOPE OF SERVICES**

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

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the County:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
4. Prepare highway permits.
5. Furnish the County a written status report. The format for this report is attached to this Agreement as Exhibit 1.
6. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
7. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
8. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
9. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
10. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
11. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Pre-construction conference.
14. Issue Notice to Proceed to construction contractor.

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15. Make three (3) site visits, during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
16. Consult with and advise the County during construction: issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by the County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
17. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
18. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
19. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
20. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDA, unless State or local law provides otherwise.
21. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
22. Conduct final inspection.
23. Revise contract drawings to show the work as actually constructed, and furnish the County with a set of "record drawings" plans.
24. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

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#### SUBCONTRACTS

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

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3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and

8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, Texas Comptroller of Public Accounts, Comptroller General of the United States, U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

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

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PART III  
PAYMENT SCHEDULE  
PROFESSIONAL ENGINEERING SERVICES

The Val Verde County shall reimburse TRC Engineers for ENGINEERING SERVICES provided upon completion of the following project MILESTONES per the following percentages of the maximum Contract amount:

Basic Engineering Service Milestone

	Basic Fee	<u>\$82,500.00</u>
1. Completion of preliminary engineering Plans and Specifications.		20%
2. Completion of final plans and specifications, and completion of bid advertisements and contract award.		30%
3. Start of Construction		35%
4. Completion of all Interim and Final Inspections		5%
5. Completion of Record Drawing		5%
6. TXCDBG Closeout Requirements		5%
	TOTAL	100%

SPECIAL SERVICES:

The fee for all Special Services (topographical surveying) shall not exceed a total of Four Thousand Five Hundred and 00/100 (\$4,500.00) upon completion of surveying and necessary field data. The payment for these Special Services shall be paid as a lump sum.

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PART IV  
TERMS AND CONDITIONS

**PROFESSIONAL MANAGEMENT, ENGINEERING SERVICES**

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

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

2. Termination for Convenience of the County. The County may at any time and for any reason terminate Firm's services and work at the County's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

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

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall

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consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Firm from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

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9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

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

13. Debarment and Suspension (Executive Orders 12549 and 12689). The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

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#### FEDERAL CIVIL RIGHTS COMPLIANCE

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity", and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

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administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000). The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

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any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

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- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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EXHIBIT 1  
MONTHLY STATUS REPORT

Grant Recipient: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Grant No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Project Status:

\_\_\_\_\_  
\_\_\_\_\_

Date of Last Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspection Description:

\_\_\_\_\_  
\_\_\_\_\_

Projected Date of Construction Completion: \_\_\_\_\_

Amount of Last Pay Request: \_\_\_\_\_

Date of Last Pay Request: \_\_\_\_\_

Status of Last Pay Request: \_\_\_\_\_

List of Subcontractors Onsite:

Name	Date Cleared by Grant Administrator

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

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**Attachment "A"**  
**TRC ENGINEERS, INC.**

Attachment "A" will only apply to supplemental engineering services that extend beyond the original scope of Work outlined in this agreement.

**A. RECORDS**

Accurate and daily records of all labor, equipment, and materials furnished by TRC Engineers, Inc. on a project will be kept. Daily records will be summarized on a weekly and/or monthly basis and submitted for review upon customer's written request.

**B. WAGE RATES**

3.24 times salary cost

**C. REIMBURSABLE EXPENSES**

- **Project Expenses** – will be invoiced at a 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses and field expendables).
- **Customer Requested Expenses** - outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at **cost plus 10%**.
- **Mileage** - Travel from portal to portal or between locations will be charged at 53.5 cents per mile.
- **Per Diem Expenses** - Hotels and Meals will be charged per US government specification see [www.perdiemrates.html](http://www.perdiemrates.html).
- **Travel Expense** - Airfare, car rental, taxi, parking and tolls will be invoiced at **Cost +10%**.

**D. SUBCONTRACTS**

An administrative fee of 10% will be added to the invoice cost of subcontracts administered by TRC Engineers, Inc.

**E. TERMS**

Customer will make payment to Contractor within thirty (30) days after receipt of invoice and are subject to TRC Engineers, Inc. standard general terms and conditions.

The above rates are subject to periodic adjustments based on market conditions.

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EXHIBIT B  
BUDGET  
COUNTY OF VAL VERDE

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W Water Improvements - Total	\$422,200	\$25,000	\$447,200
Water Improvements-Construction	\$339,000	\$25,000 <sup>1</sup>	\$364,000
Water Improvements-Engineering	\$83,200	\$0	\$83,200
14A Rehab: Single-Unit Water Service - Total	\$27,800	\$0	\$27,800
Rehab: Single-Unit Sewer Service-Construction	\$24,000	\$0	\$24,000
Rehab: Single-Unit Sewer Service- Engineering	\$3,800	\$0	\$3,800
21A General Program Administration - Total	\$50,000	\$0	\$50,000
<b>TOTALS</b>	<b>\$500,000</b>	<b>\$25,000</b>	<b>\$525,000</b>

Source of Other Funds:  
1 – Val Verde County, In-Kind

#16

**ROLANDO L. RIOS & ASSOCIATES, PLLC**

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**2020 REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT**

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and Val Verde County (the Jurisdiction) for the purpose of providing redistricting services.

**1. SERVICES**

1. *Minimize the Undercount:* Coordinate with the Census Bureau to help minimize the undercount. Every person in the county should be counted so that we minimize the undercount and potential loss of federal and state funds. This process will start in 2018-19.
2. *Early Estimate of Population Disparity:* Analysis of the existing commissioner precincts to determine potential changes using census and voter registration updates. This process will take place in 2019-20
3. *Redistricting Plans:* Prepare redistricting plans using the latest population data for the commissioners' consideration and selection. This process will occur as the latest population data becomes available.
4. *Federal and State Process:* Plan to comply with Sec. 2 of the Federal Rights Act and submit plan to State of Texas, Secretary of State. This process will take place in 2020-21.

The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2020 United States Census Data. Upon approval of a redistricting plan by the Jurisdiction, the Firm agrees to review plan for compliance with Section 2 of the Federal Voting Rights Act and submit plan to the Secretary of State, State of Texas.

**2. FEE STRUCTURE**

With a population of approximately 48,881 (latest estimate) the Jurisdiction agrees to pay \$ 24,000.00 as total fee for redistricting services plus costs not to exceed \$5,000.00. Said project is to use the latest census data available. The fee will be paid as follows:

- a.) \$ 8,000.00 retainer within 30 days of execution of this agreement;
- b.) \$ 8,000.00 upon preparation of analysis indicating which commissioner precincts will be affected by the redistricting;
- c.) \$ 8,000.00 upon approval of the redistricting plan by Val Verde County Commissioners Court and review for compliance with federal and state law.
- d.) Should the jurisdiction decide to have more than one public hearing, the fee will be \$5,000 per hearing plus costs.
- e.) Cost and expenses will be billed as incurred.

**3. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP:** This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship

Rolando L. Rios & Associates  
2020 Redistricting  
rrios@rolandorioslaw.com  
210-222-2102  
[HTTPS://WWW.FACEBOOK.COM//ROLANDORIOSLAW](https://www.facebook.com/rolandorioslaw)

exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for services described in paragraph 3 will be also fixed at \$195 per hour for attorney time and \$75 per hour for paralegal fees.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ROLANDO L. RIOS & Associates, PLLC

Val Verde County

by: \_\_\_\_\_  
Rolando L. Rios  
Title: Owner

by: \_\_\_\_\_  
Title: County Judge

4/27/2018

Quote Details Quotes

#17



Quote # JSVC007

Description: JMTR883  
 Status: Open  
 Requested By: MELISSA VASQUEZ  
 Customer Notes:

Created Date: 04/27/18  
 Expiration Date: 07/28/18

Ship to:  
 VAL VERDE COUNTY  
 RAMIRO BARRERA  
 400 PECAN ST  
 DEL RIO, TX 78840-5140

Billed to:  
 VAL VERDE COUNTY  
 ATTN: ACCTS PAYABLE  
 901N BEDELL AVE STE A  
 DEL RIO, TX 78840-4170  
 (830) 774-7505

Shipping method:  
 UPS Ground

Payment method:  
 Net 30 Days-Govt State/Local

Quote Summary

Subtotal \$917.91  
 \*US Tax \$0.00  
 Shipping \$0.00  
**Grand Total \$917.91**

\*Tax may change if this quote is amended by your account manager.

Product Details

Item	Availability	Price	Quantity	Item Total
 Apple 9.7-inch iPad Wi-Fi - 5th generation - tablet - 32 GB - 9.7" MFG Part: MP2F2LL/A CDW Part: 4536377 UNSPSC: 43211509	Call Call for availability.	\$305.97 Pricing Option Applied: TEXAS APPLE DIR TSO 3837	3	\$917.91

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**Lease Pricing PROPOSAL**



Presented to County of Val Verde

By Julia Galan

On 4/17/2018

Negotiated Contract : 072719100

Solution			
Item	Product Description	Agreement Information	Requested Install Date
1. C8045H (XEROX C8045H)	- Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	4/17/2018

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8045H	\$221.83	1: Black and White Impressions 2: Color Impressions	1 - 75,000 75,001+ All Prints	Included \$0.0051 \$0.0456	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$221.83	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of County of Val Verde. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 5/17/2018.

For any questions, please contact me at (830)591-0500



#23

Bills to be presented in Court May 2, 2018						
Presented by Purchasing Agent						
P.O. Issue Date						
Vendor	Department	Invoice #	Amount	PO #	Inv. Date	P.O. Date
Amistad Heating & Air Conditioning	Building Maintenance	6449	\$ 204.49	54138	4/14/2018	4/16/2018
Baker Ranch Outdoor Power Equipment	Building Maintenance	17019	\$ 476.12	54140	4/4/2018	4/16/2018
Industry Signs	Contingency/Co Judge	5569	\$ 61,500.00	53713	3/9/2018	3/12/2018
LexisNexis	District Attorney	1710096558	\$ 124.00	52472	10/31/2017	11/21/2017
Texas Correction Industries	Co Atty	UI423851	\$ 880.00	51094	12/15/2017	1/9/2018
Texas Correction Industries	Co Atty	UI424290	\$ 550.00	52975	12/17/2017	1/9/2018
P.O. Overage						
Vendor	Department	Invoice #	Amount	PO #	Inv. Date	Overage Amount
G&K Services	Pct 1	6051374593-1	\$ 31.35	53855	4/24/2018	\$ 9.50
G&K Services	Pct 4	6051374601-1	\$ 45.26	53898	4/24/2018	\$ 1.03
Russell	B/M	434449	\$ 104.99	53921	4/18/2018	\$ 35.82
Russell	B/M	434490	\$ 55.99	53921	4/19/2018	\$ 55.99
No P.O.						
Vendor	Department	Invoice #	Amount		Inv. Date	No PO
Fedex	Community Center	6-147-79569	\$ 5.50		4/12/2018	
Knowles Publishing Inc.	Law Library	1621336	\$ 140.45		4/18/2018	
Pat Cole	JP3	3/31/2018	\$ 214.08		3/31/2018	
Sentry Security	Dist Crt - Emergency	12/9/2432	\$ 65.00		4/12/2018	
State Bar of Texas	63rd	3/27/2018	\$ 98.00		3/27/2018	
Thomson Reuters	JP 1	838042826	\$ 374.00		4/4/2018	

COPY

#26

**AN INTERLOCAL COOPERATION AGREEMENT  
BY AND BETWEEN THE CITY OF DEL RIO  
AND THE COUNTY OF VAL VERDE FOR  
MUTUAL AID IN FIRE EMERGENCY SERVICES**

WHEREAS, the City of Del Rio and Val Verde County each maintain equipment and personnel for the suppression of fires and management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, §791.011 of the Texas Government Code provides that a local government may contract with another local government for fire protection function and services; and

WHEREAS, the City of Del Rio and Val Verde County desire for each Party to obtain the benefits of mutual fire aid and protection of life and property in the event of a fire; and

WHEREAS, the parties recognize that an Interlocal Agreement would allow for better coordination of effort and thus provide aid in the minimum time possible for fire protective in each respective jurisdiction.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

In consideration of the mutual covenants, obligations, and agreements herein established, the City and the County (hereinafter referred to as the "Parties"), agree as follows:

1. This agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services. Fire protection services include personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions.
2. On request to a representative from each party to the other, fire protection equipment and personnel will be dispatched to any point within the area that is usually within jurisdiction of either the city or county, as designated by the requesting party of usual jurisdiction.
3. Any dispatch of equipment and personnel by the Parties pursuant to the Agreement is subject to the following conditions:
  - a. Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by

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the responding organization. The requesting organization will ensure access to site for the responding organization.

- b. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.
  - c. The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
  - d. Hazardous material incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
  - e. Each party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this agreement is not to seek reimbursement from the Party requesting such assistance, and that the civil liability provision of Texas Government Code Section 791.006, and any future modifications of that provision, apply to the Agreement.
  - f. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided, and if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.
  - g. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.
4. All notices, requests, demands, or other communications which may be or are required to be delivered hereunder will be in writing to the following persons at the following addresses:

For the City of Del Rio Fire Department  
Attn: Fire Chief  
401 E Losoya

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Del Rio, Texas 78840

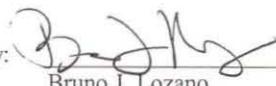
For Val Verde County  
Attn: Fire Chief  
1690 Cienegas  
Del Rio, Texas 78840

5. This Agreement will become effective upon approval by both governing bodies, and will remain in effect for five years from the latest signature, and then will automatically renew annually. Either party may unilaterally terminate this Agreement during the term or any renewal period by sending written notification to the address listed above.
6. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning Fire Mutual Aid. However, if any provisions of this Agreement conflict with state law or either entity's Hazard Mitigation Plan or Emergency Management Plan, any such conflict provision in this Agreement will be null and void as to that conflict.

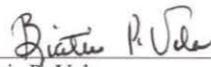
PASSED AND APPROVED on this 2<sup>nd</sup> day of May 2018.

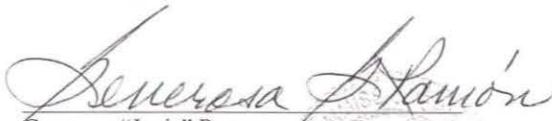
City of Del Rio, Texas

Val Verde County, Texas

By:   
 Bruno J. Lozano  
 Mayor  
 May 22, 2018

By:   
 Efrain Valdez  
 County Judge

  
 Biatrix P. Vela  
 City Secretary

  
 Generosa "Janie" Ramon  
 County Clerk



COPY

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DRAFT Language for Val Verde IGA #80-98-0061

The purpose of this modification is to identify a second performance location as:

Maverick County Detention Facility  
742 Highway 131  
Eagle Pass, TX 78852

The Facility located in Maverick County, Texas will be available for occupancy of up to an additional 678 adult male beds following renovations, with an estimated timeframe of 120 calendar days from the effective date of this Amendment. The Per Diem will match the rate of the Val Verde IGA, which will apply at both Maverick and Val Verde Facilities.

This addition is made at no additional cost to the Government and amends and replaces in its entirety the **Purpose of Agreement and Security Provided** Section as follows:

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **Val Verde County Correctional Facility** and **Maverick County Detention Facility** (each individually, hereinafter referred to as "the Facility").

The population (hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement (see attached).

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

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AMENDMENT 1  
To The  
2006 SERVICES AGREEMENT  
Between  
VAL VERDE COUNTY, TEXAS  
And  
THE GEO GROUP, INC.

THIS AMENDMENT to the 2006 Services Agreement (the "Agreement") is made and entered into by and between **VAL VERDE COUNTY**, a political subdivision of the State of Texas (the "County"), and **THE GEO GROUP, INC.**, a Florida corporation ("GEO").

WHEREAS, GEO owns and operates the **Val Verde Correctional Facility** located at 253 FM 2523 Hamilton Lane, Del Rio, Texas 78840 (the "Facility" or "Facility Complex") for the County in accordance with the terms and conditions of an Amended and Restated Intergovernmental Services Agreement (IGA) #80-98-006 with the United States Marshals Service (USMS); and

WHEREAS, GEO has offered, and County has agreed, to expand the scope of the Agreement to add an additional location to serve as an additional option for the Federal population at GEO's **Maverick County Detention Facility**, located at 742 Highway 131 Eagle Pass, TX 78852, in accordance with the terms and conditions of the IGA.

NOW THEREFORE, in consideration of the mutual benefits exchanged and received, the Parties agree to amend the Agreement as follows:

1. The scope of the Agreement is hereby extended to allow for up to 678 additional beds for use by Federal clients under the terms and conditions of the IGA, and upon mutual acceptance from GEO and County at the **Maverick County Detention Facility**, located at 742 Highway 131 Eagle Pass, TX 78852.
2. Add the following section: ADMINISTRATIVE FEES TO COUNTY. GEO agrees to pay to County during the term of this Agreement and as a separate line item on the monthly invoice, one dollar (\$1.00) per federal detainee per day housed in the **Maverick County Detention Facility** as reimbursement to the County for the cost of administering the Contract.
3. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the undersigned authorized persons have executed this Amendment on behalf of their respective party effective on the last date of execution.

**THE GEO GROUP, INC.**  
Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**VAL VERDE COUNTY, TEXAS**  
Signed: Efrain Valdez  
By: Efrain Valdez  
Title: County Judge

Date: \_\_\_\_\_

Date: 5-2-18



VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

To: Efrain Valdez, County Judge  
Martin Wardlaw, Comm. Pct. 1  
Lewis Owens, Comm. Pct. 2  
Robert Nettleton, Comm. Pct. 3  
Gustavo Flores, Comm. Pct. 4

From: Juanita Barrera, HR Director 

Date: April 24, 2018

Subject: County Agents - Benefits

During the enrollment period of the two (2) new County Agents, they both mentioned their benefits (i.e. Insurance, Vacation, Sick, Holiday leave, etc.) is covered through the State under the Texas A&M Agrilife and Ms. Grant further mentioned they should not earn leave from the County. I reached out to Mr. Rebel Royall, Tx. A&M ArgiLite Administrator and he sent me the attached document which is the explanation of benefits they offer. He advised the agents that they can sign up for the County Health Insurance, we would be supplemental coverage. The state is primary. Thus far, we have one declined and one enrolled as supplemental.

As far as leave, they do have it from the State and the agents mentioned that they do not use the county leave. I know the previous agent would let us know he did not fall under the county leave and during his 4-year employment with us he used approximately 5 days on County time.

Therefore, at this point we are in need of some direction from the Court as to how we should proceed with this, do we allow them to earn leave, if not we would not add the activities in the Tyler system as we do temp. and part-timers.

Cc: Matt Weingardt, Auditor  
Ana Smith, County Attorney



## SUMMARY AND ACKNOWLEDGEMENT OF EMPLOYEE BENEFITS AND RESPONSIBILITIES

**Benefit Eligibility.** Eligibility for the accrual of vacation, sick leave, holiday pay, the participation in group insurance plans, the state's contribution toward insurance premiums, retirement plans, etc., depends upon an employee's qualification as a regular employee.

**Regular Employees.** A regular employee is defined as one who is budgeted by name for 50 percent or more time for at least 4½ months in a fiscal year. Regular employees budgeted for at least 20 hours per week, but less than 30 hours, receive some benefits described in this summary on a pro-rated basis.

**Wage Employees and Student Employees.** Irregular employees (wage employees and student employees) do not receive holiday pay or accrue vacation and sick leave; they are also not eligible for insurance coverages or retirement programs.

**Graduate Assistants.** Graduate students on assistantships who work 20 hours per week or more for at least 4½ months in a fiscal year or longer are eligible for insurance options. Graduate assistants do not receive holiday pay nor do they accrue vacation or sick leave.

**Paydays.** Paychecks for employees paid by the hour are distributed every 2 weeks, usually every other Friday. All hourly paid employees must complete a time sheet reflecting the hours worked, in TimeTraq, in order to receive a paycheck. Those employees paid monthly, including graduate assistants, usually receive their paychecks on the first working day of the month, unless a state holiday falls on that day.

**Direct Deposit.** Texas A&M AgriLife employees are strongly encouraged to have their payroll amounts deposited directly in any financial institution that is a member of the Automated Clearing House Network. Direct Deposit is the primary method of salary distribution for the Texas A&M AgriLife. Employees may enroll at <http://sso.tamu.edu>.

**Basic Insurance Coverage.** Regular employees and graduate assistants have the opportunity to enroll in health care and optional insurance coverages on their date of hire. The state contribution toward health coverage begins on the 1<sup>st</sup> of the month following the 60<sup>th</sup> day of employment. Enrollment in a health insurance plan includes \$7,500 Basic Life insurance and \$5000 Accidental Death & Dismemberment. Employees and graduate assistants who do not elect a health insurance plan during their first 60 days of employment will be

automatically enrolled in the A&M Care health plan on their state contribution eligibility date.

If employees do not enroll in A&M System health coverage, but certify they have other health coverage, they may use one-half of the employee-only state contribution to pay for Alternate Basic Life, Accidental Death & Dismemberment, Dental, Vision and/or Long-Term Disability Insurance.

**60 Days to Elect Optional Group Insurance Coverages.** Regular employees and graduate assistants may elect Optional Life, Dependent Life, Accidental Death & Dismemberment, Long-Term Disability, Dental coverage and Vision coverage within 60 days of the date of employment. Dependents may be enrolled in dependent coverages during the first 60 days of employment. After the initial enrollment period, changes to an employee's group insurance may be made within 60 days of a Change in Status or during an Annual Enrollment period.

**Pretaxing Health/Dental Premiums.** Regular employees and graduate assistants may elect to pay group health care, dental, and AD&D premiums through payroll deduction with pre-tax dollars.

**Group Health, Dental, and Vision Coverage Continuation Option (COBRA).** Employees have 60 days from the date of termination to elect to continue group coverage with The Texas A&M University System by submitting a properly completed enrollment form and paying the premium in a timely manner.

**Sick Leave.** Regular employees begin to earn sick leave on the first day of employment. Full-time employees earn 8 hours per month and sick leave accumulates without a maximum. There is no waiting period before sick leave becomes available for use. Sick leave may only be used for actual illness, injury or doctor's appointment as described in System Regulation 31.03.02 Sick Leave.

An employee who is the parent of a child who is a student attending a grade from prekindergarten through 12th grade may use up to eight hours of sick leave each fiscal year to attend educational activities of his or her children. A parent in this section means a person standing in parental relation. Educational activity means a school-sponsored activity, including a parent-teacher conference, tutoring, a volunteer program, a field trip, a classroom program, a school committee meeting, an academic competition, and an athletic, music or theater program.

The employee must provide reasonable advance notice of need for this leave.

An employee who transfers directly from another state agency to the Texas A&M University System (TAMUS) is given credit for unused vacation and sick leave, provided there is no break in service. An employee who separated from Texas state employment within the past 12 months may request that their unused sick leave balance be restored. Independent school districts, junior colleges, or community colleges are not considered state employers for leave or longevity purposes. The employee is responsible for providing state service verification from each prior state employer to AgriLife Human Resources/Payroll.

An employee who is reemployed by the same TAMUS component with a break in service of at least 30 days but less than 12 months will have their unused sick leave balance restored.

**Vacation.** Regular employees begin to earn vacation on the first day of employment. An employee must have 6 full, continuous months of state employment before they become eligible to use vacation leave. This requirement must only be met once. An employee with 6 continuous months of prior state employment becomes eligible to use accrued vacation once authorized verification of the state service is received in AgriLife Human Resources/Payroll.

Vacation accrual and carry forward rates are based on length of state service. Full-time employees accrue and carry forward vacation according to the schedule below. You will be paid for unused vacation in a lump sum when your employment ends unless you transfer without a break in service to another Texas state agency. *(If you are an employee of Texas AgriLife Extension Service, County Programs, your lump sum vacation payout is based only on the salary paid by the State. County paid funds cannot be taken into consideration when determining the amount of the lump sum.)* With your employer's approval, you may request to remain on the payroll to exhaust accrued vacation.

Employees With Total Years State Employment of:	Hours Accrued Per Month	Maximum Hours Carried Forward From One Fiscal Year to the Next
Less than 2	8	180
At least 2 but less than 5	9	244
At least 5 but less than 10	10	268
At least 10 but less than 15	11	292
At least 15 but less than 20	13	340
At least 20 but less than 25	15	388
At least 25 but less than 30	17	436
At least 30 but less than 35	19	484
35 or more	21	532

**Holidays.** The number of legal holidays is established by the State Legislature each biennium. The Texas A&M University System then designates the time for System holidays. AgriLife holiday schedules vary according to location. Current holiday schedules for many AgriLife units can be found at:

<http://agriflifeas.tamu.edu/hr/benefits-retirement/holiday-schedules/>

County-based employees follow the holiday schedule for the county where their office is located. Ask your supervisor which holiday schedule you should follow.

**Family and Medical Leave/Parental Leave.** Regular employees with 12 months of state service (does not need to be continuous) and 1,250 hours worked within the past 12 months are eligible for Family and Medical Leave (FMLA) coverage for leave due to certain life events. FMLA provides up to 12 weeks of job protection and continuation of benefits coverages. An employee, including a student or wage employee, who is not eligible for FMLA leave is entitled to a parental leave of absence, not to exceed 12 weeks, for the birth of a natural child or the adoption or foster care placement of a child younger than three years. Parental leave provides up to 12 weeks of job protection only. Contact the AgriLife Human Resources office for more information.

**Sick Leave Pool.** The AgriLife Sick Leave Pool is a benefit available due to the generosity of AgriLife employees who have donated their own earned leave. Sick Leave Pool hours are available for a catastrophic illness or injury which causes the employee: (1) to exhaust all available paid leave and (2) to miss more than 80 hours of work due to the catastrophic condition. For part-time employees, the requirement of 80 hours is proportional to their percent effort (50% effort = 40 hours missed work). Employees are encouraged to maintain earned sick and vacation leave balances totaling at least 80 hours as a cushion in case a catastrophic condition occurs.

**Longevity Pay.** Regular, full-time employees, except those paid for teaching academic courses or from line-item faculty salaries, are eligible to receive longevity pay after completing 2 years of state service. Longevity pay is \$20 per month for each 2 years of state service completed, up to 42 years of service. Most working retirees are ineligible for longevity pay.

**Current Address.** Employees may update their home and/or mailing address and phone number via HRConnect, <http://sso.tamus.edu>

**Notification of Illness.** When an employee must be absent from work because of an unforeseen personal illness or that of an immediate family member, the supervisor should be notified as soon as practical. Upon return to duty, employees must enter missed time in LeaveTraq at <http://sso.tamus.edu>. Employees must also notify their supervisors in a timely manner if they are going to be unduly late for work or absent for reasons other than illness.

**Policies, Regulations and Rules.** Board policies, System regulations and Agency rules and procedures are available at:  
<http://aqrilifeas.tamu.edu/rules-procedures/index.php>

**Social Security.** The state currently matches the employee Social Security contributions at a rate of 6.2% on the first \$113,700 in earnings (OASI portion) and 1.45% on all earnings (OAH) portion). These rates are subject to change each calendar year.

**Unemployment Compensation Insurance (UCI).** The state pays UCI on behalf of the employee at the rate of .10% of the total salary.

**Workers' Compensation Insurance.**

Notice is hereby given to all persons employed in the service of and on the payroll of the institutions and agencies under the direction and governance of the Board of Regents of The Texas A&M University System that Workers' Compensation Insurance coverage is provided in accordance with Chapter 502 of the Texas Labor Code.

I hereby acknowledge receipt of this notice that Workers' Compensation Insurance has been provided as above stated.

**Retirement.** All regular budgeted employees are required to participate in either the Teacher Retirement System (TRS) or Optional Retirement System (ORP). (Graduate assistants and wage employees do not participate in the retirement system.) The employee's contribution to either

plan is tax-deferred and is required as a condition of state employment.

**TRS:** Regular employees are required to participate in the TRS on their 1<sup>st</sup> day of employment unless they are eligible for ORP and enroll. Each member of TRS is required to deposit 7.2 percent of gross pay. The A&M System makes a 6.8 percent contribution to the member's account. TRS provides three basic benefits to participants--survivor and death benefits, disability benefits, and retirement benefits.

**ORP:** Full-time employees eligible for ORP have 90 days from their hire date to elect to participate in this program. Employees not exercising the one-time option to enroll in ORP during this 90-day period are required to remain in TRS thereafter. Each member of ORP is required to deposit 6.65 percent of gross pay. The A&M System makes a 6.6% percent contribution to the member's account. If eligible for ORP, employees are provided ORP information. If there are questions concerning eligibility, contact the Human Resources office at (979) 845-2423.

**Supplemental Retirement.** I acknowledge that I have received or have electronic access to the "Overview of the TDA Program and TexaSaver DCP" brochure and additional information on the TexaSaver Deferred Compensation Plan at:  
<http://tamus.edu/offices/benefits/retirement>  
Any employee who wishes to place part of their pay in a supplemental retirement program may also obtain information regarding the Tax Deferred Account (TDA) and TexaSaver Deferred Compensation Program (DCP) from the Payroll Office at (979) 845-2423.

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**Acknowledgement:**

I, \_\_\_\_\_, acknowledge that I have received information explaining my employee benefits, including a list of approved ORP vendors (if eligible), and agree to the preceding conditions of employment and that a copy of this form was provided at the time of my new employee processing.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
UIN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department

*With few exceptions, you have the right to request, receive, review and correct information about yourself collected using this form.*

For questions concerning this form, please call 979-845-2423.

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VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

To: Efrain Valdez, County Judge  
From: Juanita Barrera, HR Director  
Date: April 27, 2018  
Subject: **AGENDA ITEMS FOR MAY 2018**

Listed below are several personnel matters which need to be part of the upcoming May agenda for HR reporting period from April 19, 2018 through May 2, 2018.

- A. Jo Ann Cervantes, District Clerk, requesting the discontinuance of checks to Patricia Garcia, effective April 23, 2018. Ms. Garcia resigned.
- B. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Vanessa Payne, Deputy Clerk III, with an annual salary of \$23,525.00, effective April 30, 2018. Ms. Payne has been promoted and is replacing Patricia Garcia who resigned.
- C. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Brenda Cruz, Deputy Clerk II, with an annual salary of \$22,487.50, effective April 30, 2018. Ms. Cruz has been promoted and is replacing Ana Guia who was promoted to Deputy Clerk III.
- D. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Rosie Thomas, Deputy Clerk I, with an annual salary of \$21,450.00, effective April 30, 2018. Ms. Thomas is replacing Brenda Cruz who was promoted to Deputy Clerk II.
- E. Joe Frank Martinez, Sheriff, requesting the discontinuance of checks to Brianna Chavarria, effective April 13, 2018. Ms. Chavarria was terminated.
- F. Joe Frank Martinez, Sheriff, advising the Court that Fabian Galvan, has been transferred back to transport with no change in salary effective April 16, 2018.
- G. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Waylon Bullard, Chief Deputy, with an annual salary of \$57,534.47, effective May 1, 2018. Mr. Bullard is replacing Douglas Spielman who resigned.