



**COMMISSIONER'S COURT MINUTES**  
**JUNE 27<sup>th</sup> REGULAR TERM, A.D. 2018**

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

**BE IT REMEMBERED** that on this the 27<sup>th</sup> day of June 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
N/A				None.				

5. Citizens' Comments.

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- 1) Agenda #12 Judge Cadena – Introduced Interns and presented 97-page Juvenile Detention Center Evaluation.
  - 2) \_\_\_\_\_
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**NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSITIONERS COURT:**

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

**QUORUM**

COUNTY JUDGE

\_\_\_\_\_ Judge's Staff

\_\_\_\_\_ Judge's Staff

COMM. PRCT# 1

COMM. PRCT# 2

COMM. PRCT# 3

COMM. PRCT# 4

**ATTENDING**

**COUNTY STAFF/DEPTS:**

\_\_\_ OF COUNTY ATTY

\_\_\_ SL COUNTY ATTY STAFF

\_\_\_ COUNTY ATTY STAFF

\_\_\_ DISTRICT CLERK

\_\_\_ IT

SHERIFF

\_\_\_ SHERIFF'S STAFF

AUDITOR

TREASURER

PURCHASING

HR

\_\_\_ TAX COLLECTOR

RISK MGMT

\_\_\_ FIRE DEPT

\_\_\_ EMERGENCY MGMT

\_\_\_ JP #1

\_\_\_ JP #2

\_\_\_ JP #3

\_\_\_ JP #4

OTHER

Constable Steve Berg

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

**Efrain Valdez, County Judge**

6. Discussion and possible action to request for release of Hot Funds from last year's budget.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-292	N	O		Motion to approve to Historical Commission.		W, O, N, F EVV		

7. Discussion and possible action on a Resolution to accept \$350,000.00 TxCDBG Contract No. 7218026 from the Texas Department of Agriculture, and authorize County Judge to sign Contract.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-293	F	N		Motion to approve and authorize Judge to sign.		W, O, N, F EVV		

8. Discussion and possible action on Resolution regarding Civil Rights compliance for TxCDBG 7218075 and 7218026 to adopt/reaffirm Citizen Participation Plan, Section 3 Policy, Excessive Force Policy, Section 504 Policy, Fair Housing Policy and Code of Conduct Policy.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-294	N	F		Motion to approve.		W, O, N, F EVV		

9. Discussion and possible action on the lease agreement between the Val Verde County Fairgrounds and the Del Rio 4x4 mud racing. (July 14, 2018)

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-295	F	N		Motion to approve.		O, N, F EVV	W	

10. Discussion and possible action on appointing Carl Esser, Esser & Company Consulting LLC as the Labor Standard Officer for TxCDBG 7218075 and TxCDBG 7218026.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-296	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

11. Discussion and possible action to accept and pick up twelve (12) light poles and a set of aluminum bleachers donated by Ken Smith for installation at Val Verde County game ready fields. After approval from Grant Committee and to be pick up within 90 days.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-297	N	F		Motion to approve and accept donation		W, O, N,		
				Of metal poles for Alcoa Fields.		F, EVV		

**Efrain Valdez, County Judge and Roberto Cadena, 83<sup>rd</sup> District Judge**

12. Discussion and possible action on supplementing the Juvenile Probation department budget to meet payroll and to finish the fiscal year.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-298	N	F		Motion to approve \$30,000.00 to		W, O, N, F		
				\$40,000.00 for Juvenile Probation &		EVV		
				take from contingency and create				
				Line item in the new budget.				

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

13. Discussion and possible action exempting contracted services other than a general contractor from 406.096 of the Labor Code.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-299	W	F		Motion to exempt contractor		W, F	N, O	EVV
				services from §406.096.				

[Clerk's note: Roger Cerny and Omar Fuentes presentations.]

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

14. Discussion and possible action regarding a budget amendment request from the County Clerk's Office to transfer \$50,000.00 from the contract services line item to the capital outlay line item of the Records Management and Preservation Fund for the purchase and installation of storage system.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-300	N	F		Motion to approve.		W, F, N, O, EVV		

15. Discussion and possible action to consolidate election precincts for the July 31<sup>st</sup> 2018 SD19 Special Election.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-301	F	N		Motion to approve with a change		W, F, N, O, EVV		
				from proposed Agricultural				
				Extension to 4H barns.				

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

16. Discussion and possible action regarding expenditure to be make from precinct 4's Tax Note account for the exterior painting of the Community Center at a cost of \$11,800.00.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-302	N	O		Motion to approve.		W, F, N, O, EVV		

17. Discussion and possible action regarding the trade in of a Komatsu WB140 backhoe as part of an equipment purchase.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-303	F	N		Motion to approve.		W, O, N, F EVV		

18. Discussion and possible action regarding expenditure to be made from precinct 4's Tax Note account for the purchase of a CAT 277C2 Skid Steer, Brush Cutter, and a Stout Grapple to include trade in at a total cost of \$56,750.00.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-304	F	N		Motion to approve.		W, O, N, F EVV		

19. Discussion and possible action regarding an expenditure from the Courthouse Security Fund for the upgrade of 24 hold up panic buttons at a price of \$840.00.0

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-305	F	N		Motion to approve for main courthouse.		W, O, N, F EVV		

20. Discussion and possible action regarding draft copy #1 of the step process to initiating a purchase.

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

21. 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
N/A				Auditor to submit this agenda item in the Future – effective with this meeting.				

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**Joe Frank Martinez, County Sheriff**

22. Discussion and possible action authorizing Sheriff Joe Frank Martinez to request a credit card for the Val Verde Sheriff's Office to be issued to Chief Deputy Waylon Bullard.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-306	O	N		Motion to approve.		W, O, N, F EVV		

23. Discussion and possible action authorizing Sheriff Joe Frank Martinez to transfer seven thousand dollars (\$7,000.00) from the Auto line item to the office Expense line item; to purchase a filling system form Workspace Solutions.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-307	F	O		Motion to approve as presented.		W, O, N, F, EVV		

24. Discussion and possible action authorizing Sheriff Joe Frank Martinez to dispose of surplus scrap material from the Val Verde Sheriff's Office and the Comstock Residence Office.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-308	N	O		Motion to approve.		W, O, N, F, EVV		

25. Discussion and possible action authorizing Sheriff Joe Frank Martinez to amend Article II, 2.01 PER DIEM RATE of the Interlocal Agreements between Val Verde County, Texas and Kinney, Terrell, and Zavala Counties, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

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

26. Discussion and possible action authorizing Sheriff Joe Frank Martinez to request equipment donation from the United States Deputy Sheriff's Association.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-309	N	F		Motion to approve.		W, O, N, F EVV		

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27. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign the Modification for Contact between Laughlin Air Force Base and Val Verde Sheriff's Office.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-310	N	F		Motion to approve.		W, O, N, F EVV		

**Aaron Rodriguez, County Treasurer**

28. Monthly Treasurer's Report.

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

**Juanita Barrera, County HR Director**

29. HR Monthly Report: May 3, 2018 through May 16,2018

- A. Lewis Owens, Commissioner Pct. 2, requesting the issuance of checks to Hector Castro, Driver, with an annual salary of \$21,450.00, effective May 29, 2018. Mr. Castro is replacing Ruben Robles who was terminated.
- B. Lewis Owens, Commissioner Pct. 2, requesting the discontinuance of checks to Hector Castro, Driver, effective June 20, 2018. Mr. Castro was terminated.
- C. Graciela Monday, Librarian, requesting the issuance of checks to Briana Villarreal, Summer Part-time Librarian, with an hourly rate of \$7.25, effective June 4, 2018. Ms. Villarreal is filing in a vacant summer position.
- D. Gustavo Flores, Commissioner Pct. 4, requesting the discontinuance of checks to Salvador Espinoza, Driver, effective June 5, 2018. Mr. Espinoza resigned.
- E. Generosa Ramon, County Clerk, requesting the discontinuance of checks to Elva Hernandez, Deputy Clerk I, effective June 7, 2018. Ms. Hernandez resigned.
- F. Generosa Ramon, County Clerk, requesting the issuance of checks to Belinda Rodriguez, Deputy Clerk I, with an annual salary of \$21,450.00, effective June 18, 2018. Ms. Rodriguez is replacing Elva Hernandez who resigned.
- G. Roger Cerny, Risk Manager, requesting the issuance of checks to Fidencio Lira, Field Technician, with an annual salary of \$27,156.25, effective June 18, 2018. Mr. Lira is filling in a new position.
- H. Robert Nettleton, Commissioner Pct. 3, requesting the issuance of checks to Jesus Morales, Light Equipment Operator, with an annual salary of \$23,525.00, effective June 19, 2018. Mr. Morales is replacing Mr. Quintero who resigned.

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- I. Joe Frank Martinez, Sheriff, requesting the discontinuance of checks to Crystal Denney, Patrol Secretary, effective June 1, 2018. Ms. Denney resigned.
- J. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Pamala Glover, who has been promoted to Patrol Secretary, with an annual salary of \$23,737.50, effective June 11, 2018. Ms. Glover is replacing Crystal Denney who resigned.
- K. Joe Frank Martinez, Sheriff, requesting the discontinuance of checks to Krystal Tanguma, Criminal Investigator, effective June 15, 2018. Ms. Tanguma resigned.
- L. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Gina Garcia, Criminal Investigator, with an annual salary of \$37,012.50, effective June 25, 2018. Ms. Garcia is replacing Krystal Tanguma who resigned.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-311	N	O		Motion to approve.		W, O, N, F EVV		

**Matthew Weingardt, County Auditor**

30. Discussion and possible action on payment approval for purchases/invoices that do not comply with purchasing policy procedure.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-312	N	O		Motion to approve.		W, O, N, F EVV		

31. Monthly County Auditor's Report

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-313	N	O		Motion to approve.		W, O, N, F EVV		

**Ana Markowski Smith, County Attorney**

32. 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 items that may result in action in open session thereafter:

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) v _____ §551.071(2) _____ §551.071(1) (B) _____ 551.072 _____
OTHER _____ BEGAN @ 10:20 _____ ENDED @ 10:51 _____ BREAK @ _____ RESUMED @ _____ _____ ACTION AFTER EX: _____

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

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

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.

33. Approve subdivision plats.

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

34. Approve Certificates of Compliance.

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

35. Approve monthly reports from elected officials.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-314	N	F		Motion to approve.		W, O, N, F EVV		

36. Approve bills for payment.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-315	N	O		Motion to approve.		W, O, N, F EVV		

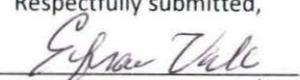
37. County Judge's comments.

38. Adjourn.

The foregoing, recorded in Volume 51, pages 229-323, inclusive, was on this the 25 day of JULY A.D. 2018, read and is hereby **APPROVED**.

ATTEST:  
  
 GENEROSA GRACIA-RAMON, COUNTY CLERK



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

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

*County of Val Verde*



**Efrain V. Valdez**  
*County Judge*

400 PECAN STREET  
Del Rio, TX 78841  
Email: [evaldez@valverdecountry.org](mailto:evaldez@valverdecountry.org)

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

**AGENDA/NOTICE**  
**VAL VERDE COUNTY COMMISSIONERS COURT**  
**June 27, 2018 REGULAR TERM**

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

**June 27, 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.

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

**Efrain Valdez, County Judge**

6. Discussion and possible action to request for release of Hot Funds from last year's budget.
7. Discussion and possible action on a Resolution to accept \$350,000.00 TxCDBG Contract No. 7218026 from the Texas Department of Agriculture, and authorize County Judge to sign Contract.

8. Discussion and possible action on Resolution regarding Civil Rights compliance for TxCDBG 7218075 and 7218026 to adopt/reaffirm Citizen Participation Plan, Section 3 Policy, Excessive Force Policy, Section 504 Policy, Fair Housing Policy and Code of Conduct Policy.
9. Discussion and possible action on the lease agreement between the Val Verde County Fairgrounds and the Del Rio 4x4 mud racing. (July 14, 2018)
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11. Discussion and possible action to accept and pick up twelve (12) light poles and a set of aluminum bleachers donated by Ken Smith for installation at Val Verde County game ready fields. After approval from Grant Committee and to be pick up within 90 days.

**Efrain Valdez, County Judge and Roberto Cadena, 83<sup>rd</sup> District Judge**

12. Discussion and possible action on supplementing the Juvenile Probation department budget to meet payroll and to finish the fiscal year.

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

13. Discussion and possible action exempting contracted services other than a general contractor from 406.096 of the Labor Code.

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

14. Discussion and possible action regarding a budget amendment request from the County Clerk's Office to transfer \$50,000.00 from the contract services line item to the capital outlay line item of the Records Management and Preservation Fund for the purchase and installation of storage system.
15. Discussion and possible action to consolidate election precincts for the July 31<sup>st</sup> 2018 SD19 Special Election.

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

16. Discussion and possible action regarding expenditure to be make from precinct 4's Tax Note account for the exterior painting of the Community Center at a cost of \$11,800.00.
17. Discussion and possible action regarding the trade in of a Komatsu WB140 backhoe as part of an equipment purchase.
18. Discussion and possible action regarding expenditure to be make from precinct 4's Tax Note account for the purchase of a CAT 277C2 Skid Steer, Brush Cutter, and a Stout Grapple to include trade in at a total cost of \$56,750.00.
19. Discussion and possible action regarding an expenditure from the Courthouse Security Fund for the upgrade of 24 hold up panic buttons at a price of \$840.00.0
20. Discussion and possible action regarding draft copy #1 of the step process to initiating a purchase.
21. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

**Joe Frank Martinez, County Sheriff**

22. Discussion and possible action authorizing Sheriff Joe Frank Martinez to request a credit card for the Val Verde Sheriff's Office to be issued to Chief Deputy Waylon Bullard.
23. Discussion and possible action authorizing Sheriff Joe Frank Martinez to transfer seven thousand dollars (\$7,000.00) from the Auto line item to the office Expense line item; to purchase a filing system form Workspace Solutions.

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28. Monthly Treasurer's Report.

**Juanita Barrera, County HR Director**

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**Matthew Weingardt, County Auditor**

30. Discussion and possible action on payment approval for purchases/invoices that do not comply with purchasing policy procedure.

31. Monthly County Auditor's Report.

**Ana Markowski Smith, County Attorney**

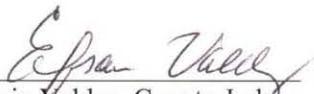
Executive Session items that may result in action in open session thereafter:

32. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(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.**

33. Approve subdivision plats.
34. Approve Certificates of Compliance.
35. Approve monthly reports from elected officials.
36. Approve bills for payment.
37. County Judge's comments.
38. Adjourn.

Our next Regular Commissioners Court Meeting will be July 11, 2018, @ 9:00 a.m.; **Agenda Items are due Friday, July 6, 2018 @ 12: 00 noon.**

  
Efrain Valdez, County Judge  
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON  
JUNE 22, 2018: AT 4:15 PM

**FILED**  
2018 JUN 22 P 4: 15  
GENEROSA GRACIA-RAMON  
VAL VERDE COUNTY CLERK  
BY MA DEPUTY

**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 22nd day of June, 2018 at 4:15 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.



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

#7

RESOLUTION

A RESOLUTION OF THE VAL VERDE COUNTY COMMISSIONERS COURT, OF VAL VERDE COUNTY, TEXAS APPROVING CONTRACT NO. 7218026 BETWEEN VAL VERDE COUNTY AND TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2018 STEP FUND IN THE AMOUNT OF \$350,000.00 AND AUTHORIZING THE COUNTY JUDGE OF VAL VERDE COUNTY TO EXECUTE ALL DOCUMENTS RELATING TO SAID CONTRACT.

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

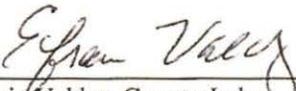
WHEREAS, the Commissioners Court of Val Verde County desires to be bound by the conditions as set forth in the agreement; and

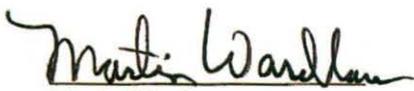
WHEREAS, the Commissioners Court of Val Verde County desires to authorize the County Judge of Val Verde County to execute all documents related to this agreement.

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

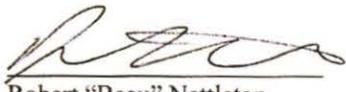
1. That the Commissioners Court of Val Verde County hereby approves an agreement between the Texas Department of Agriculture and Val Verde County for the 2018 STEP Fund TxCDBG 7218026.
2. That the Commissioners Court of Val Verde County hereby authorizes the County Judge of Val Verde County to execute all documents related to the agreement.
3. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 27<sup>th</sup> day of June 2018.

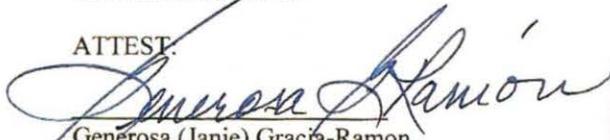
  
 Efrain Valdez, County Judge  
 Val Verde County, Texas

  
 Martin Wardlaw  
 Commissioner Pct. #1

  
 Lewis Owens  
 Commissioner Pct. #2

  
 Robert "Beau" Nettleton  
 Commissioner Pct. #3

  
 Gustavo Flores  
 Commissioner Pct. #4

ATTEST:  
  
 Generosa (Janie) Gracia-Ramon  
 County Clerk



COPY

**COPY**

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**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE  
AND  
THE COUNTY OF VAL VERDE  
CONTRACT NO. 7218026  
FOR  
THE SMALL TOWNS ENVIRONMENT PROGRAM (STEP)**

**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 June 1, 2018, and shall terminate on May 31, 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 Three Hundred Fifty Thousand and No/100 Dollars (\$350,000).

## 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 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. Contractor

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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.

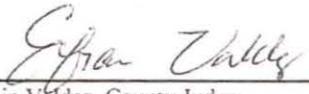
B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

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SECTION 21. VENUE

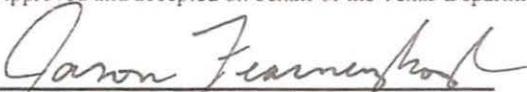
For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

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

6/27/17  
Date

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

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

7/11/18  
Date

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**EXHIBIT A**  
**PERFORMANCE STATEMENT**  
**COUNTY OF VAL VERDE**

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

**CURRENT NEED**

Residents of the Ridgeline Community in Val Verde County do not currently have access to a clean, reliable source of potable water. The proposed project shall use volunteers to connect to the water the City of Del Rio Public Water System.

**ACTIVITIES**

**Water Improvements** Contractor shall utilize volunteers and donated equipment to install on Ridgeline, Poindexter and Valley Vue Streets in the Ridgeline Community approximately sixteen thousand linear feet (16,000 LF) of eight-inch (8") water line, approximately six thousand two hundred fifty linear feet (6,250 LF) of two-inch (2") water line, fifteen (15) fire hydrants, valves, meters, meter boxes, and all appropriate appurtenances.

These activities shall benefit sixty-five (65) persons of which fifty-six (56) persons or eighty-six percent (86%) are of low-to-moderate income.

**Rehabilitation: Single-Unit Water Service** Contractor shall use volunteer labor to install eighteen (18) yard lines and all appurtenances. TxCDBG funds shall not be utilized to pay for cost of yard lines on properties that do not qualify as low-to-moderate income households.

These activities shall benefit fifty-six (56) persons of which fifty-six (56) persons or one hundred percent (100%) are of low-to-moderate income.

**Acquisition**

Contractor shall acquire the easement needed for the water improvement project site. Acquisition of an easement shall occur on Valley Vue Street from Ridgeline Street to end of Valley Vue Street. Contractor shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et. seq.) and HUD implementing regulations (24 C.F.R. Part 42).

**Engineering**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

**General Administration**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

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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 System Improvements - Total	\$298,750	\$0	\$298,750
Water System Improvements-Construction	\$246,125	\$0	\$246,125
Water System Improvements-Engineering	\$47,625	\$0	\$47,625
Water System Improvements-Acquisition	\$ 5,000	\$0	\$ 5,000
14A Rehab: Single-Unit Water Service - Total	\$11,250	\$0	\$11,250
Rehab: Single-Unit Water Service-Construction	\$9,375	\$0	\$9,375
Rehab: Single-Unit Water Service-Engineering	\$1,875	\$0	\$1,875
21A General Program Administration - Total	<u>\$40,000</u>	<u>\$0</u>	<u>\$40,000</u>
<b>TOTALS</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$350,000</b>

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EXHIBIT C  
 PROJECT IMPLEMENTATION SCHEDULE  
 COUNTY OF VAL VERDE

CONTRACT START DATE  
 June 1, 2018

CONTRACT END DATE  
 May 31, 2020

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	8/1/2018
4-Month Conference Call / Meeting Completed <sup>(1)</sup>	Month 4	10/1/2018
Plans and Specifications Completed	Month 6	12/1/2018
Plans and Specifications Submitted for Approval (as required <sup>1</sup> )	Month 6	12/1/2018
Environmental Review Completed	Month 6	12/1/2018
Clearance of Pre-Construction Special Conditions	Month 8	2/1/2019
Wage Rate 10-Day Confirmation	Month 8	2/1/2019
Construction Contract Awarded & Executed	Month 9	3/1/2019
Construction - 50% TxCDBG project complete	Month 14	8/1/2019
Construction - 75% TxCDBG project complete	Month 17	11/1/2019
Construction - 90% TxCDBG project complete	Month 19	1/1/2020
Construction & Final Inspections Completed	Month 20	2/1/2020
End Date of Contract	Month 24	5/31/2020
Close-out documents submitted to Department (60 days after End Date)	Month 26	7/30/2020

<sup>(1)</sup> See TxCDBG Project Implementation Manual

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EXHIBIT D  
SPECIAL CONDITIONS  
COUNTY OF VAL VERDE

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Documentation that indicates that an approved new or amended Certificate of Convenience and Necessity (CCN) for the area to be served has been issued by the Texas Commission on Environmental Quality prior to construction.
4. Prior to bidding construction for a project that includes first-time water or sewer service connections, the contractor must submit to the Department a list of households that have committed to connecting to the project. The list must be signed by the chief elected official and must identify all LMI households eligible for TxCDBG funded yard lines. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit.
5. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright
  - a. Contractor shall receive and maintain 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 Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer 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 Contractor. 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 received and maintained by Contractor in written form. Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, Contractor shall ensure that the CD copy of all the electronic files and other

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data provided to the Department are properly identified. Specifically, the CD label shall show Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by Contractor under this contract are involved.

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EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
  - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
  - Executive Order 11593, Protection and Enhancement of the Cultural Environment
  - Federal historic preservation regulations at 36 CFR part 800
  - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C. 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
  - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
  - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
  - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
  - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

III. ACQUISITION/RELOCATION

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

IV. FAITH-BASED ACTIVITIES

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

COPY

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EXHIBIT F  
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.

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**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 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.

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

6/27/16  
Date

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 COUNTY OF 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.

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**A1014**

**CIVIL RIGHTS RESOLUTION  
VAL VERDE COUNTY**

Whereas, Val Verde County, Texas, (hereinafter referred to as "County of Val Verde" has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the County of Val Verde, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County of Val Verde, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County of Val Verde, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the County of Val Verde, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County of Val Verde, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the County of Val Verde, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

Whereas, the County of Val Verde, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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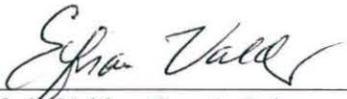
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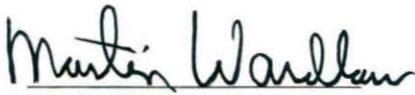
**A1014**

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF VAL VERDE TEXAS, that VAL VERDE COUNTY ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. [If Grant Recipient employs 15 or more employees], Section 504 Policy and Grievance Procedures (Form A1004);
5. Code of Conduct Polic; and
6. Fair Housing Policy (Exhibit 1015).

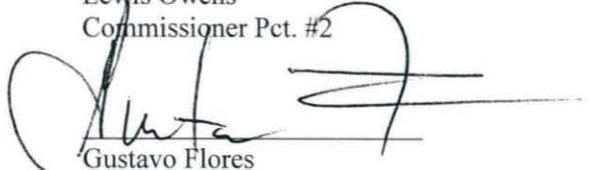
PASSED AND APPROVED THIS 27<sup>TH</sup> DAY JUNE, 2018

  
 Efram Valdez, County Judge  
 Val Verde County, Texas

  
 Martin Wardlaw  
 Commissioner Pct. #1

  
 Lewis Owens  
 Commissioner Pct. #2

  
 Robert "Beau" Nettleton  
 Commissioner Pct. #3

  
 Gustavo Flores  
 Commissioner Pct. #4

ATTEST  
  
 Generosa (Janie) Gracia-Ramon  
 County Clerk



09/01/2017

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A1002

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### Val Verde County Section 3 Policy

In accordance with 12 U.S.C. 1701u Val Verde County agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As an officer and representative of Val Verde County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

  
 Efrain Valdez  
 Val Verde County Judge

June 27, 2018  
 Date

09/01/2017

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A1003

### Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), Val Verde County hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of Val Verde County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of Val Verde County to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. Val Verde County will introduce and pass a resolution adopting this policy.

As an officer and representative of Val Verde County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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

June 27, 2018  
\_\_\_\_\_  
Date

09/01/2017

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A1004

**Section 504 Policy Against Discrimination based on Handicap  
and Grievance Procedures**

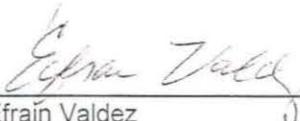
In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Val Verde County *that employs fifteen or more persons* hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. Val Verde County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. Val Verde County's recruitment materials or publications shall include a statement of this policy in 1. above.
4. Val Verde County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, Val Verde County shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Val Verde County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to: Juanita Barrera, Human Resource Director, Val Verde County Courthouse, 3<sup>rd</sup> Floor, 400 Pecan Street Del Rio, Texas 78840 (830) 774-7543, who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

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- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Juanita Barrera, Human Resource Director. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Juanita Barrera, Human Resource Director, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of Val Verde County relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to Val Verde County within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Val Verde County complies with Section 504 and HUD regulations.

  
\_\_\_\_\_  
Efraín Valdez  
Val Verde County Judge

\_\_\_\_\_  
June 27, 2018  
Date

01/18/2017

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A1007

**Fair Housing Month Proclamation  
Proclamation of July as Fair Housing Month**

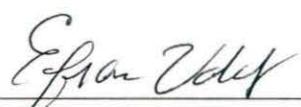
WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

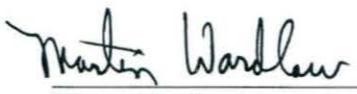
WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of July, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

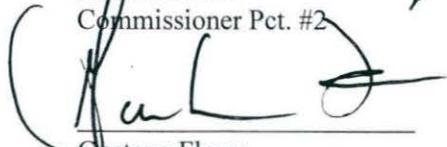
NOW, THEREFORE, WE, the Commissioner's Court of Val Verde County, do proclaim July as Fair Housing Month in Val Verde County and do hereby urge all the citizens of Val Verde County to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 27<sup>th</sup> day of June 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 (Janie) Gracia-Ramon  
County Clerk



09/01/2017

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A1015

**Fair Housing Policy**

In accordance with Fair Housing Act, Val Verde County hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. Val Verde County *agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. Val Verde County *agrees to* plan at least one activity during the contract term to affirmatively further fair housing.
3. Val Verde County will introduce and pass a resolution adopting this policy.

As officer and representative of Val Verde County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



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

\_\_\_\_\_  
June 27, 2018

Date

09/01/2017

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A1008



Designation Form for Civil Rights Officer



City/County: Val Verde County TxCDBG Contract # 7218026  
 Address: Val Verde County Courthouse  
400 Pecan Street  
Del Rio, Texas 78840  
 Telephone Number: (830) 774-7501

\*\*\*\*\*

I, Efrain Valdez, Val Verde County Judge do hereby appoint Juanita Barrera, Human Resource Director as the Civil Rights Officer for Val Verde County.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by Val Verde County as required by the Texas Community Development Block Grant Program Contract No. 7218026.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer: Juanita Barrera  
Juanita Barrera

Appointed by: Efrain Valdez  
Efrain Valdez

Date: June 27, 2018

09/01/2017

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A1008



Designation Form for Civil Rights Officer



City/County: Val Verde County TxCDBG Contract # 7218075  
 Address: Val Verde County Courthouse  
400 Pecan Street  
Del Rio, Texas 78840  
 Telephone Number: (830) 774-7501

\*\*\*\*\*

I, Efrain Valdez, Val Verde County Judge do hereby appoint Juanita Barrera, Human Resource Director as the Civil Rights Officer for Val Verde County.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by Val Verde County as required by the Texas Community Development Block Grant Program Contract No. 7218075.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer: Juanita Barrera  
Juanita Barrera

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Appointed by: Efrain Valdez Date: June 27, 2018  
Efrain Valdez

09/01/2017

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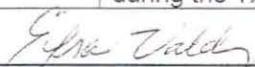
Limited English Proficiency Plan

Name Grantee:	Val Verde County
Community Population:	48,879
LEP population:	21.9% 10,704
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

<b>Program activities to be accessible to LEP persons:</b>	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding TxCDBG application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: <u>As needed during TxCDBG Contract period.</u>

<b>Resources available to Grant Recipient:</b>	
<input checked="" type="checkbox"/>	Translation services: <u>Val Verde County can provide staff that has the capacity to interpret for LEP individuals.</u>
<input checked="" type="checkbox"/>	Interpreter services: <u>Val Verde County can provide staff that has the capacity to interpret English to Spanish for LEP individuals.</u>
<input checked="" type="checkbox"/>	Other resources: <u>As needed during TxCDBG Contract period.</u>

<b>Language Assistance to be provided:</b>	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Published Notices will contain a statement with contact information in regards to translation of notices.</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Staff members of Val Verde County are proficient in the language of LEP persons.</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>Announcements contain wording that should an interpreter be needed then that individual should contact Val Verde County as least two days before the meeting to arrange for an interpreter to be present.</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Notices contain information regarding the availability of services for LEP persons.</u>
<input checked="" type="checkbox"/>	Other services will be implemented for LEP persons on an as needed basis during the TxCDBG Contract period.

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

June 27, 2018  
 \_\_\_\_\_  
 Date

See also:  
[http://www.lep.gov/resources/2011 Language Access Assessment and Planning Tool.pdf](http://www.lep.gov/resources/2011%20Language%20Access%20Assessment%20and%20Planning%20Tool.pdf)

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A1013

VAL VERDE COUNTY  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the Val Verde County Courthouse, Office of the County Judge 400 Pecan Street Del Rio, Texas 78840 (830) 774-7501 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to Val Verde County Courthouse, Office of the County Judge 400 Pecan Street Del Rio, Texas 78840 or may call (830) 774-7501.
2. A copy of the complaint or grievance shall be transmitted by the County Judge to the entity that is the subject of the complaint or grievance and to the County Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The County Judge shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

09/01/2017

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

#### TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

#### PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the County shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.

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2. The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County must comply with the following citizen participation requirements in the event that the County receives funds from the TxCDBG program:

1. The County shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the County shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The County shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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

June 27, 2018  
\_\_\_\_\_  
Date

09/01/2017

# 8

LA CONDADO DE VAL VERDE  
PLAN DE PARTICIPACIÓN CIUDADANA  
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Condado de Val Verde Val Verde County Courthouse, oficina del Condado juez 400 Pecan calle Del Rio, Texas 78840 o puede llamar al (830) 774-7501

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Condado de Val Verde Val Verde County Courthouse, oficina del Condado juez 400 Pecan calle Del Rio, Texas 78840 o puede llamar al (830) 774-7501.
2. Una copia de la queja o reclamación se transmitirá por el Condado juez a la entidad que es encargada de la queja o reclamación y al Abogado de la Condado dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Condado juez deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia sera notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se debiera completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.

09/01/2017

6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

#### ASISTENCIA TÉCNICA

Cuando lo solicite, la Condado proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Condado, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

#### DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Condado, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Condado debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad/Condado deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Condado deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Condado conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s) , acta de la vista(s), y cualquier otra documentación

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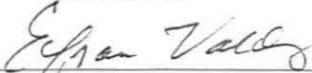
relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado . Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Condado debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Condado recibe fondos del programa TxCDBG:

1. La Condado celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Condado celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Condado conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

  
Efrain Valdez, Juez de Condado Val Verde

June 27, 2018  
Fecha

09/01/2017

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**A1005**

**Civil Rights  
VAL VERDE COUNTY**

**Notice 1:  
Policy of Nondiscrimination on the Basis of Disability**

The County of Val Verde does not discriminate on the basis of disability in the admission or access to, or employment in, its federally assisted programs or activities. Juanita Barrera Human Resource Director for Val Verde County has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8).

**Notice 2:  
Citizen Participation & Grievance Procedures Notice**

The County of Val Verde has adopted complaint and grievance procedures regarding its Texas Community Development Block Grant Programs (TxCDBG). Citizens may obtain a copy of these written procedures at Val Verde County Courthouse 400 Pecan Street, Office of the County Judge between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Citizens may also request the procedures be mailed to them by calling Juanita Barrera Human Resource Director for Val Verde County, at (830) 774-7543. These procedures outline the steps for a citizen to follow if s/he wishes to file a complaint or grievance about TxCDBG activities.

A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Office of the County Judge, 400 Pecan Street Del Rio, Texas 78840 or may call (830) 774-7501. The County of Val Verde will make every effort to respond fully to such complaints within fifteen (15) working days where practicable.

**Equal Employment Opportunity Statement**

The County of Val Verde County does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

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A1005

**Derechos Civiles  
CONDADO VAL VERDE**

**Aviso Numero 1:  
Política de no discriminación por motivo de la discapacidad**

La Condado de Val Verde no discrimina por motivos de discapacidad en la admisión o acceso a, o empleo, en sus programas o actividades que reciben ayuda federal. Juanita Barrera Human Resource Director Nombre del Oficial de Derechos Civiles] ha sido designado para coordinar el cumplimiento de los requisitos de no discriminación contenidos en el Departamento de Vivienda (HUD) y reglamentos de Desarrollo Urbano de aplicación de la Sección 504 (24 CFR Parte 8).

**Aviso Numero 2:  
Participación Ciudadana y Procedimientos de Quejas Aviso**

La Condado de Val Verde ha adoptado procedimientos para quejas y denuncias con respecto al programa de Texas Community Development Block Grant Programs (TxCDBG). Los ciudadanos pueden obtener una copia de estos procedimientos escritos en Condado de Val Verde Val Verde County Courthouse, oficina del Condado juez 400 Pecan calle Del Rio, Texas 78840 o puede llamar al (830) 774- 7501 entre las horas de 8:00 am y 5:00 pm de lunes a viernes. Los ciudadanos también pueden solicitar los procedimientos por correo al llamar a (830) 774-7501. Estos procedimientos describen los pasos que se deben seguir para que un ciudadano pueda, si desea, presentar una queja o reclamo acerca de las actividades del programa TxCDBG. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el programa TxCDBG, lo pueden hacer durante las horas regulares por escrito a la Condado de Val Verde Val Verde County Courthouse, oficina del Condado juez 400 Pecan calle Del Rio, Texas 78840 o puede llamar al (830) 774-7501. La condado de Val Verde hará todo lo posible para responder con plenitud las quejas dentro de los quince (15) días hábiles cuando sea posible.

**Declaración de Igualdad de Oportunidades de Empleo**

La Condado Val Verde no discrimina por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional.

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A1009

**Fair Housing Public Service Announcement  
Public Service Announcement:  
Fair Housing, It's the Law**

To promote fair housing practices, the County of Val Verde encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market.

For more information on fair housing or to report possible fair housing discrimination, call the Texas Workforce Commission at (888) 452-4778 or (512) 463-2642 TTY: 512-371-7473.

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**Anuncio de servicio público de vivienda justa**  
**Anuncio de servicio público:**  
**Feria de la vivienda, es la ley**

Para promover las prácticas de equidad de vivienda, el Condado de Val Verde anima a posibles propietarios e inquilinos para ser conscientes de sus derechos bajo la ley de vivienda justa nacional.

Título VIII de la ley de derechos civiles de 1968, según enmendada, prohíbe la discriminación contra cualquier persona sobre la base de raza, color, religión, sexo, discapacidad, condición familiar u origen nacional en la venta o alquiler de unidades en el mercado inmobiliario.

Para más información sobre equidad de vivienda o a la discriminación de vivienda justa posible informe, llame a la Comisión laboral de Texas al TTY (888) 452-4778 o (512) 463-2642: 512-371-7473.

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## **CODE OF CONDUCT POLICY**

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

### CODE OF CONDUCT

As a Grant Recipient of a TxCDBG contract, Val Verde County shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of Val Verde County shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of Val Verde County shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

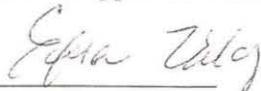
The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

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Any alleged violations of these standards of conduct shall be referred to the Val Verde County Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this 27<sup>th</sup> day of June 2018.



Efrain Valdez  
Val Verde County Judge

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## CONFLICT OF INTEREST POLICY

Texas CDBG program herein incorporates the following conflict of interest policy into its own State procurement policies and procedures:

a) *Applicability.*

1) In the procurement of supplies, equipment, construction, and services by recipients, and by subrecipients, the conflict of interest provisions shall apply:

- a) No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. (2 CFR 200.318(c)(1))
- b) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (2) Requiring unnecessary experience and excessive bonding;
  - (3) Noncompetitive pricing practices between firms or between affiliated companies;
  - (4) Noncompetitive contracts to consultants that are on retainer contracts;
  - (5) Organizational conflicts of interest;
  - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
  - (7) Any arbitrary action in the procurement process. (2 CFR 200.319)

2) In all cases not governed by (a)(1) above, the provisions of this section (24 CFR 570.48(h)) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses and other private entities.

3) Conflict of interest provisions are applicable to any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards.

b) *Conflicts prohibited.* Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in paragraph (c) of this section who exercise or have

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exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with who they have family or business ties, during their tenure or for one year thereafter.

c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

d) *Exceptions: threshold requirements.* Upon the written request of the State, an exception to the provisions of paragraph (b) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the State may be granted by HUD on a case-by-case basis. In all other cases, the State may grant such an exception upon written request of the unit of general local government provided the State shall fully document its determination in compliance with all requirements of paragraph (d) of this section including the State's position with respect to each factor at paragraph (d)(2) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the State or unit of general local government as appropriate.

(1) An exception may be considered only after the State or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the attorney for the State or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the requirements of paragraph (d) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; (ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

#9

## VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor (**Mud Racing**) ("Lessee") acting by and through its agent, **Del Rio 4x4 Mud racing and Mr. Luis Flores** for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on dates as follow: July 14, 2018, at 3:00 PM for use of the office located at the Val Verde County Fairgrounds.
2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning on Saturday on 7/14/2018 and ends on Sunday, July 15, 2018.

Large Arena	Grandstands
Pavilion	Parking Lot(s)
Racetrack	Restrooms
Concessions Stands*	Fairgrounds Office
Small roping arena	

\*There will be no glass bottles permitted at the concessions stands.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$ **250.00** per event day, payable when the contract is executed. In addition, a deposit in the amount of \$ **500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

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

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is unacceptable condition an after Lessor's

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 7/13/2018. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

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

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

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on July 14, 2018. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any

injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

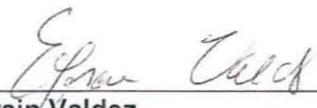
17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

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25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

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

EXECUTED in MULTIPLE ORIGINALS on this 27<sup>th</sup> day of June, 2018.

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

  
\_\_\_\_\_  
On behalf of the Del Rio 4X4 Mud racing  
(Luis Flores)

Presented to Val Verde Commissioners Court on 06/27/18 and made a part of the court's minutes.

#10

**Appointment of Labor Standards Officer**  
(Submit form to [Labors@TexasAgriculture.gov](mailto:Labors@TexasAgriculture.gov) )

**A701**

Grant Recipient: Val Verde County Contract No: 7218026

I, Efrain Valdez, Val Verde County Judge hereby appoint Carl Esser, Esser & Company Consulting LLC  
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

Appointed Labor Standards Officer Name:	Carl Esser – Esser & Company Consulting LLC			
Address:	702 Ashby Drive S.			
City:	Uvalde	State:	Tx	Zip: 78801
Telephone Number:	(830) 278-1423	Fax Number:	(830) 261-1525	
Email Address:	carl.esser@hotmail.com			

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: *Carl Esser* Date: 6/27/2018  
(Labor Standards Officer)

Appointed by: Efrain Valdez Title: Val Verde County Judge  
(Print Mayor/County Judge)

Signature: *Efrain Valdez* Date: 6/27/2018  
(Mayor/County Judge)

**COPY**

09/01/2016

#10

**Appointment of Labor Standards Officer**  
(Submit form to [Labors@TexasAgriculture.gov](mailto:Labors@TexasAgriculture.gov))

**A701**

Grant Recipient: Val Verde County Contract No: 7218075

I, Efrain Valdez, Val Verde County Judge hereby appoint Carl Esser, Esser & Company Consulting LLC  
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

Appointed Labor Standards Officer Name:	Carl Esser – Esser & Company Consulting LLC				
Address:	702 Ashby Drive S.				
City:	Uvalde	State:	Tx	Zip:	78801
Telephone Number:	(830) 278-1423	Fax Number:	(830) 261-1525		
Email Address:	carl.esser@hotmail.com				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: *Carl Esser* Date: 6/27/2018  
(Labor Standards Officer)

Appointed by: Efrain Valdez Title: Val Verde County Judge  
(Print Mayor/County Judge)

Signature: *Efrain Valdez* Date: 6/27/2018  
(Mayor/County Judge)

**COPY**

09/01/2016

Smith, Kenneth W. (Acuna)

---

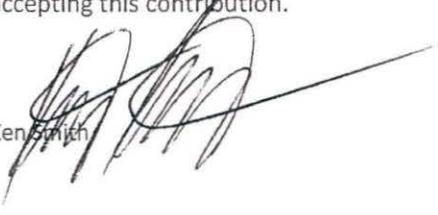
#11

To: evaldez@valverdecounty.org  
Subject: Light Poles

VV county Judge and Commissioners Court

As per an ongoing effort to improve and expand upon youth sports facilities, Ken Smith would like to donate 12 light poles to be used by Val Verde County to install lights at game ready fields for girls fast pitch softball and boys/girls baseball. Requesting Poles be transported to county facilities by the county for use. I would like these poles picked up in the next 90 days if possible.. You may also have a set of aluminum bleachers for your complexes. Please use Joe Meza as you point of contact, Rowland Garza has contact Info, and give Joe lead time to assist in release. I thank Judge Efrain Valdez and the Commissioners Court for their efforts and for accepting this contribution.

Ken Smith



#13

Texas Labor Code  
Sec. 406.096  
Required Coverage for Certain Building or Construction  
Contractors

(a) A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers compensation insurance coverage for each employee of the contractor employed on the public project.

(b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractors employees to the general contractor, who shall provide the subcontractors certificate to the governmental entity.

(c) A contractor who has a contract that requires workers compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employers' primary business does not constitute engaging in building or construction.

(e) In this section:

(1) "Building or construction" includes:

(A) Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) Remodeling, extending, repairing, or demolishing a structure; or

(C) Otherwise improving real property or an appurtenance to real property through similar activities.

(2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

Acts 1993, 73rd Leg., ch. 269, Sec. 1, eff. Sept. 1, 1993.

#15

JULY 31, 2018 SD 19 SPECIAL ELECTION

VAL VERDE COUNTY  
ELECTION DAY POLLING LOCATIONS

COMMISSIONER PRECINCT NUMBER 1

COMPOSED OF ELECTION PRECINCT NUMBERS 10, 11, 12, & 13

POLLING LOCATION: OLD COUNTY COURT-AT-LAW  
207 EAST LOSOYA STREET  
DEL RIO, TX 78840

COMMISSIONER PRECINCT NUMBER 2

COMPOSED OF ELECTION PRECINCT NUMBERS 20, 21, 22, 23 & 24

POLLING LOCATION: CIVIC CENTER  
915 VETERANS BLVD  
DEL RIO, TX 78840

COMMISSIONER PRECINCT NUMBER 3

COMPOSED OF ELECTION PRECINCT NUMBERS 30, 31, 32, & 33

POLLING LOCATION: DINK WARDLAW AG COMPLEX  
300 EAST 17<sup>TH</sup> STREET  
DEL RIO, TX 78840

COMMISSIONER PRECINCT NUMBER 4

COMPOSED OF ELECTION PRECINCT NUMBERS 40, 41, 42, & 43

POLLING LOCATION: ST. JOSEPH CHURCH  
510 WERNETT STREET  
DEL RIO, TX 78840

#16

Proposal # 05102018JPS

### J.P. Sanchez Construction Co., Inc.

413 Griner St. Del Rio, TX 78840      830-775-1451      Fax: 830-775-1429

**Proposal**

**Customer**

Name	Val Verde County		
Address	400 Pecan Street		
City	Del Rio	State	Texas      ZIP 78840
Phone	830-774-7500		

**Misc**

Date	5/10/2018
Order No.	
Rep	
FOB	

Qty	Description	TOTAL
	Material and labor to:  <i>*power wash office, back ceiling canopy and metal poles</i> <i>*apply two coats of finish paint to office building and back canopy</i> <i>*cover floors</i> <i>*cover windows &amp; plants for painting</i> <i>*paint all trim, doors and metal poles</i>	\$ 11,800.00

SubTotal	\$ 11,800.00
Shipping	
Tax	\$ -
<b>TOTAL</b>	<b>\$ 11,800.00</b>

Accepted by: \_\_\_\_\_

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

Tax rate Pct. 4

THANK YOU!

**Himes Equipment LLC**

www.himesequipment.com  
 3412 Stonewall Rd, Wylie TX 75098  
 Phone 972-533-0340 469-975-9440

*Out* **INVOICE**  
 INVOICE # \_\_\_\_\_  
 DATE: 6/13/18

#11  
 #18

~~FRANK~~ **ISAAC** *mgr.*

TO NAME \_\_\_\_\_

Company Name Val Verde County

Address 901 Bedell Avenue Suite A

City, State, Zip Del Rio Tx 78840

Phone Number 830-703-6313 Email r.rodriguez@valverdecounty.org

*Tax Note  
 Pdf #4*

QTY	DESCRIPTION	LINE TOTAL
1	John Deere 310J SN#T0310TJ152483	35,500
1	CAT 277C2 SN#CAT0277CEMET00174	25,500
1	Komatsu WB140 SN#A21135	-10,000
SUBTOTAL		51,000
TERP 1.5% (50HP)		-
SALES TAX - 6.25%		-
TOTAL		51,000

OK to be paid after we verify that Komatsu WB140 SN#A21135 is running & working as it should at our yard

THE ASSETS ABOVE ARE SOLD TO BUYER ON AN "AS IS" BASIS WITHOUT WARRANTY, EXPRESS OR IMPLIED OF ANY KIND, WHATSOEVER. BUYER AGREES THAT IT WILL ACCEPT THE ASSETS IN THEIR CURRENT CONDITION WITH ALL FAULTS, WHETHER LATENT OR PATENT, AND AGREES THAT IT SHALL NOT HAVE ANY RIGHT TO TERMINATE OR RESCIND THIS SALE BASED ON ANY FAILURE OR DEFECT IN OR CONDITION OF THE ASSETS, IT BEING UNDERSTOOD THAT THE BUYER TAKES THE ASSETS "AS IS" AND "WHERE IS." BUYER HEREBY ACKNOWLEDGING RELIANCE SOLELY ON ITS OWN SKILL AND JUDGEMENT AND ITS OWN INSPECTION OF THE ASSETS AND NOT ON ANY WARRANTIES, REPRESENTATIONS FROM SELLER OR ANY PRIOR OWNERS OF THE ASSETS. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE ASSETS; (B) THE SUITABILITY OF THE ASSETS FOR AND ALL ACTIVITIES AND USES WHICH BUYER MAY INTEND FOR THE ASSETS; (C) THE COMPLIANCE OF OR BY THE ASSETS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS; OR (E) OTHERWISE WITH RESPECT TO THE CONDITION OF THE ASSETS.

Hours, miles, year, or any information provided to Buyer by Seller prior hereto cannot be guaranteed and is only an estimate. Buyer is solely and exclusively responsible for verifying all estimates and other information. Seller is not liable or responsible for any damage caused to or by any equipment or person on or off our property to any person, place object or thing. Seller is not responsible for loading equipment or any damage caused while loading the assets, or caused while such assets are in transit.

All sales are final, no refunds or reimbursement of any kind will be given to Buyer for any reason. Seller is not responsible for improper hauling of the assets, and any tickets, tolls, or fees to any truck, trailer or equipment. No duplicate titles or any paperwork will be given to Buyer. All paperwork is final. \$99 A DAY STORAGE FEE APPLIES TO ANY ITEM NOT PICKED UP 14 DAYS AFTER PAYMENT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS (EXCLUSIVE OF ANY CONFLICT OF LAWS RULES). THIS AGREEMENT HAS BEEN ENTERED INTO IN TARRANT COUNTY, TEXAS AND IT SHALL BE PERFORMABLE FOR ALL PURPOSES IN SUCH COUNTY. COURTS WITHIN THE STATE OF TEXAS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES ARISING UNDER OR PERTAINING TO THIS AGREEMENT, AND VENUE FOR ANY SUCH DISPUTES SHALL BE IN TARRANT COUNTY, TEXAS.

Buyer's payment of this invoice or Buyer's signature below subjects Buyer to the terms of this Agreement listed above.

X \_\_\_\_\_ DATE \_\_\_\_\_

**Himes Equipment LLC**

www.himesequipment.com  
 3412 Stonewall Rd, Wylie TX 75098  
 Phone: 972-533-0340 469-975-9440

*Quote*

**INVOICE**

DATE: 6/20/15 INVOICE # \_\_\_\_\_

#11  
#18

TO NAME \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Email \_\_\_\_\_

QTY	DESCRIPTION	LINE TOTAL
1	Brush Cutter	3500
1	Stout Grapple	2250
SUBTOTAL		5,750
TERP 1.5% (50HP)		-
SALES TAX - 6.25%		-
TOTAL		5,750

*Not Paid*

THE ASSETS ABOVE ARE SOLD TO BUYER ON AN "AS IS" BASIS WITHOUT WARRANTY, EXPRESS OR IMPLIED OF ANY KIND, WHATSOEVER. BUYER AGREES THAT IT WILL ACCEPT THE ASSETS IN THEIR CURRENT CONDITION WITH ALL FAULTS, WHETHER LATENT OR PATENT, AND AGREES THAT IT SHALL NOT HAVE ANY RIGHT TO TERMINATE OR RESCIND THIS SALE BASED ON ANY FAILURE OR DEFECT IN OR CONDITION OF THE ASSETS, IT BEING UNDERSTOOD THAT THE BUYER TAKES THE ASSETS "AS IS" AND "WHERE IS." BUYER HEREBY ACKNOWLEDGING RELIANCE SOLELY ON ITS OWN SKILL AND JUDGEMENT AND ITS OWN INSPECTION OF THE ASSETS AND NOT ON ANY WARRANTIES, REPRESENTATIONS FROM SELLER OR ANY PRIOR OWNERS OF THE ASSETS. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE ASSETS; (B) THE SUITABILITY OF THE ASSETS FOR AND ALL ACTIVITIES AND USES WHICH BUYER MAY INTEND FOR THE ASSETS; (C) THE COMPLIANCE OF OR BY THE ASSETS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS; OR (E) OTHERWISE WITH RESPECT TO THE CONDITION OF THE ASSETS.

Hours, miles, year, or any information provided to Buyer by Seller prior hereto cannot be guaranteed and is only an estimate. Buyer is solely and exclusively responsible for verifying all estimates and other information. Seller is not liable or responsible for any damage caused to or by any equipment or person on or off our property to any person, place object or thing. Seller is not responsible for loading equipment or any damage caused while loading the assets, or caused while such assets are in transit.

All sales are final, no refunds or reimbursement of any kind will be given to Buyer for any reason. Seller is not responsible for improper hauling of the assets, and any tickets, tolls, or fees to any truck, trailer or equipment. No duplicate titles or any paperwork will be given to Buyer. All paperwork is final. \$99 A DAY STORAGE FEE APPLIES TO ANY ITEM NOT PICKED UP 14 DAYS AFTER PAYMENT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS (EXCLUSIVE OF ANY CONFLICT OF LAWS RULES). THIS AGREEMENT HAS BEEN ENTERED INTO IN TARRANT COUNTY, TEXAS AND IT SHALL BE PERFORMABLE FOR ALL PURPOSES IN SUCH COUNTY. COURTS WITHIN THE STATE OF TEXAS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES ARISING UNDER OR PERTAINING TO THIS AGREEMENT, AND VENUE FOR ANY SUCH DISPUTES SHALL BE IN TARRANT COUNTY, TEXAS.

Buyer's payment of this invoice or Buyer's signature below subjects Buyer to the terms of this Agreement listed above.

X \_\_\_\_\_ DATE \_\_\_\_\_



Sentry Security Service, LLC  
 222 Bedell Ave/ PO Box 1512  
 Del Rio, TX 78841  
 www.sentrysecurityservicellc.com  
 (830)774-5033

#19

## Proposal

### Client Information

Val Verde County Courthouse  
 Security Fund  
 400 Pecan  
 Del Rio, TX 78840

**Proposal Number** 15774  
**Date** 6/6/2018 **Expires** 7/6/2018  
**Salesperson** Russell Stidham

Qty	Description
24	HOLD UP PANIC BUTTON Remove / Install

<b>Sub Total</b>	<b>\$840.00</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total This Proposal</b>	<b>\$840.00</b>

Total Proposal Price: \$840.00

This proposal is for work done during normal business hours Monday-Friday 8 AM to 5 PM.

WE PROVIDE EXCELLENT SERVICE AT A FAIR PRICE.

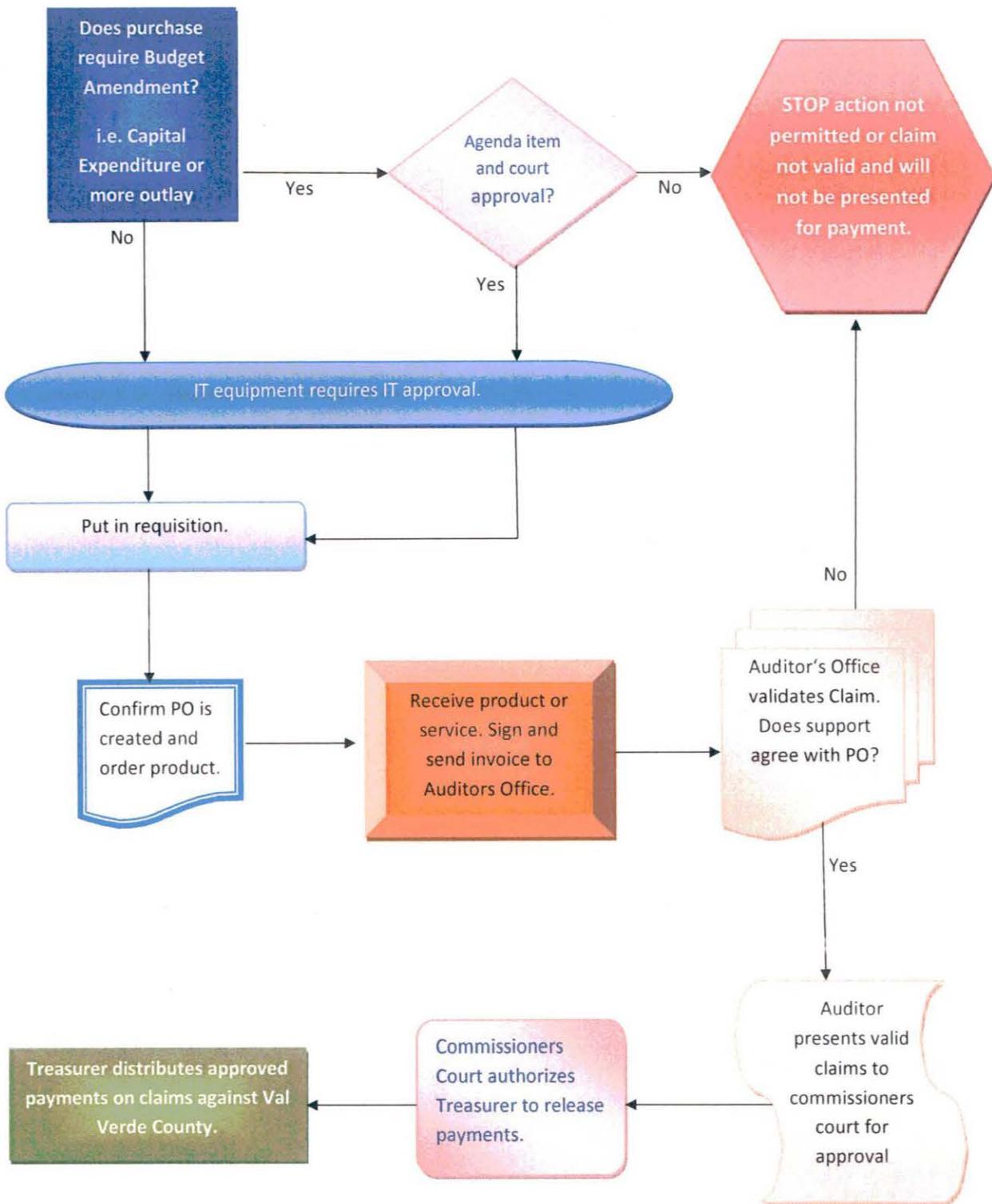
Thank you for your consideration. Please call us should you have any additional questions.

\_\_\_\_\_  
Please print name here

\_\_\_\_\_  
Please sign name here

\_\_\_\_\_  
Date Approved

Proposal 15774



## **How Bills Get Paid**

Every day in almost every County Office, transactions take place that will eventually lead to a payment of money by the County for goods or services. These transactions' may include the ordering of office supplies, the appointment of a defense attorney, ordering gasoline for County vehicles, and hundreds of other situations. For County employees as well as the vendors who supply products or services the process of extracting a check for payment may appear to be an incomprehensible maze. Hopefully, the following information will help to make this process more understandable.

### **Who pays our bills?**

According to the state laws that govern County finances, all requests for payment from the County must be presented to the County Auditor. The County Auditor is to see that all laws regarding County finances have been complied with before a bill is paid. This means that we check all bills to see that they are for legal purchases, that they are within budget, that all purchasing policies have been followed and that they are authorized by the appropriate elected official or department head.

LOC GOV'T § 113.064. LOC GOV'T § 113.065.

### **How often does the County pay bills?**

Our Accounts Payable Department works on a bi-weekly cycle. Checks are processed every other Wednesday after the bills are approved by the Commissioners Court. We currently process between 350 and 400 checks every other week. After the checks are processed in the County Auditor's office, they are transferred to the County Treasurer who is the legal disbursing officer of the County.

LOC GOV'T § 113.041

### **What is the necessary information I have to provide to get a bill paid?**

As mentioned above, the County Auditor's office must thoroughly review all invoices before they can be processed for payment. For payment of goods and or services, we need to see that the invoice was initiated by a valid purchase order. We also need to know the department and purchase order number. And finally, we need departmental authorization (a signed invoice) in order to be certain that the invoice is ready to be processed.

### **How long does it take to get a bill paid by the County?**

Our office operates under the Prompt Payment Act which is a state law that requires us to pay our bills within 30 days of receiving a valid invoice. Unless there is a problem with a bill, we almost always meet the deadline. In order to compile the paperwork, review the charges, enter the information into Tyler and prepare a report of bills early enough for the Commissioners Court to review, we need all invoices to be submitted to the Auditors office on a timely manner and complete with all required support/documentation. We always make an effort to process payments to reimburse employees for expenses as quickly as possible.

**What happens if a bill gets lost in one of our offices?**

According to our policies, all invoices should be mailed directly to the County Auditor's office. However, in practice many vendors deliver their invoices to the department that receives the merchandise. Bills often get misplaced or lost in transit from office to office. When this happens, the Accounts Payable department of the County Auditor's office needs to be informed. We can then contact the vendor for a copy of the missing document.

**Who do I talk to if I have a problem getting a bill paid?**

There are currently three people working in the Accounts Payable department. Mary Hernandez is the Accounts Payable supervisor. The phone number is (830) 774-7584. Mary or any member of the Accounts Payable staff will be glad to work with you in resolving and problems' you may have.

## Initiating a Purchase

#20

GL Accounts (Budgeted Line Items)	Special Fund Accounts	Capital Outlay >\$5,000 Grant Purchases Tax Note
<p>EX: Office Supplies            Storage Travel &amp; Training        Software Expense Copier Expense            Rent Postage                      Capital Outlay &lt;\$5,000</p> <p style="text-align: center;"><b>STEPS</b></p> <ol style="list-style-type: none"> <li>1. All IT related purchases must be approved by IT Director prior to preparing requisition</li> <li>2. Prepare requisition from quotes. Forward a copy of quotes to Purchasing</li> <li>3. Auditor's Approval</li> <li>4. Purchasing's Approval</li> <li>5. P.O. Issued</li> <li>6. Execute Purchase</li> <li>7. Elected Official or Authorized Personnel to sign invoice or receipt</li> <li>8. Send all invoices to Auditor's Office (ASAP)</li> <li>9. Presented in Court for payment by Auditor</li> <li>10. Supplier is paid by check</li> </ol>	<p style="text-align: center;"><b>STEPS</b></p> <ol style="list-style-type: none"> <li>1. All IT related purchases must be approved by IT Director prior to preparing requisition</li> <li>2. Proposed purchase placed on Commissioner's Court Agenda. Provide quote(s), proposal(s) or cost estimate(s).</li> <li>3. Approved by Commissioner's Court</li> <li>4. Prepare requisition from quotes. Forward a copy of quotes to Purchasing</li> <li>5. Auditor's Approval</li> <li>6. Purchasing's Approval</li> <li>7. P.O. Issued</li> <li>8. Execute Purchase</li> <li>9. Elected Official or Authorized Personnel to sign invoice or receipt</li> <li>10. Send all invoices to Auditor's Office (ASAP)</li> <li>11. Presented in Court for payment by Auditor</li> <li>12. Supplier is paid by check</li> </ol>	<p style="text-align: center;"><b>STEPS</b></p> <ol style="list-style-type: none"> <li>1. All IT related purchases must be approved by IT Director prior to preparing requisition</li> <li>2. Proposed purchase placed on Commissioner's Court Agenda. Provide quote(s), proposal(s) or cost estimate(s).</li> <li>3. Approved by Commissioner's Court</li> <li>4. Requisition prepared by Purchasing Department</li> <li>5. Auditor's Approval</li> <li>6. Purchasing's Approval</li> <li>7. P.O. Issued</li> <li>8. Execute Purchase</li> <li>9. Elected Official or Authorized Personnel to sign invoice or receipt</li> <li>10. Send all invoices to Auditor's Office (ASAP)</li> <li>11. Presented in Court for payment by Auditor</li> <li>12. Supplier is paid by check</li> </ol>

Purchase requests within the following monetary ranges require the following Quotes and/or Proposals, BIDS:

VOL. 51 PAGE 311

\$ 0.00 - \$ 500.00	3 Verbal or Written Quote/Proposal or *CO-OP
\$ 500.00 - \$ 50,000.00	3 Written Quotes/Proposals or *CO-OP
\$ 50,000.00 and above	BID's or *CO-OP

\*CO-OP is any vendor who is a member of a Cooperative Purchasing Program.  
Being a member eliminates the process of obtaining 3 Quotes or the BID process.



Date: May 31, 2018

#23

QUOTE # 20180530DS1

Quote Good Through: 07/31/2018

Val Verde County Sheriff	
295 FM 2523	
Del Rio, Tx. 78840	

ITEM	QTY	MODEL	DESCRIPTION	UNIT	PER	PRICE
			May 30, 2018 Datum Bi-Slider With Stak-N-Lok Cabinets			
1	5	SN10LT5	Stak-N-Lok Cabinets, Letter Size, 30" Wide, 5 High, Locking	520.36		2601.80
2	2	BOLGA	30" Bi-Slider Add-On Track Assembly	279.54		559.08
3	1	BOLGS	30" Bi-Slider Starter Track Assembly			148.61
4	1		TXMAS Fee			50.40
5	1		Freight			748.00
6	1		WSI Delivery and Installation During Regular Working Hours			1500.00
7	1		TOTAL			5607.89
			TXMAS #: TXMAS-14-71080			

**ACCEPTANCE OF PROPOSAL & SALES AGREEMENT**

The undersigned agrees to purchase the goods and services described in this proposal and in accordance with the terms and conditions of this sale. Standard Invoice Terms are Net 20 days. PAST DUE ACCOUNTS ARE SUBJECT TO A MONTHLY INTEREST CHARGE OF 1.5% (18% APR).

Customer Signature

David Sablatura

3660 Thousand Oaks, Suite 220 ♦ San Antonio, TX 78247 ♦ Phone: 210.366.4414 ♦ Fax: 210.366.2470

PAGE NUMBER - 1 -



#27

**DEPARTMENT OF THE AIR FORCE  
47TH FLYING TRAINING WING (AETC)**

BLANKET PURCHASE AGREEMENT  
BETWEEN  
LAUGHLIN AIR FORCE BASE  
AND  
THE VAL VERDE COUNTY SHERIFF  
FOR  
CONFINEMENT OF MILITARY DETAINEES/INMATES  
IN VAL VERDE COUNTY CORRECTIONAL FACILITY  
STATEMENT OF WORK  
(Updated 22 May 2018)

1. PURPOSE: This is a Blanket Purchase Agreement (BPA) between the 47th Flying Training Wing, Laughlin Air Force Base, Texas and the Val Verde County Sheriff (collectively the "Parties") to delineate the responsibilities, policies and procedures for housing male and female military pre-trial detainees ("detainees") and post-trial inmates ("inmates") at the Val Verde Correctional Facility (VVCF). Detainees/inmates shall be confined at VVCF until 47 SFS notifies the VVCF Administrator or designee of permanent removal from the facility.

2. AUTHORITIES: Air Force Instruction 31-105, *Air Force Corrections System*, dated 15 June 2015; Air Force Instruction 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*, dated 18 October 2013; Department of Defense Instruction (DoDI) 4000.19; Texas Administrative Code, Title 37, Public Safety and Corrections, Part 9, Texas Commission on Jail Standards

3. RESPONSIBILITIES:

**3.1. The 47th Security Forces Squadron will:**

3.1.1. Contact Val Verde County Correctional Facility (VVCF) before transferring any military detainees/inmates to that facility.

3.1.2. Provide VVCF with a properly executed Department of Defense Form 2707, *Confinement Order*, upon the entry of a military detainee/inmate to that facility. In unusual or emergency circumstances where time does not permit for the proper execution of the Confinement Order, the order will be provided within 24 hours of actual confinement. SFS and VVCF must also complete a DD Form 2708, *Receipt of Pre-trial/Post Trial Prisoner or Detained Person*. Completion of this form by both parties is mandatory.

#27

3.1.3. Arrange transportation and escorts, as soon as possible upon request, for military detainees/inmates who require immediate medical attention and must be hospitalized. The 47 SFS-provided security escorts will remain with the military inmate until the military inmate is returned by VVCF.

3.1.4. Provide for all routine medical requirements and appointments for military detainees/inmates to include transportation and provision of military escorts to appointments outside of VVCF.

3.1.5. Provide a list of individuals authorized to remove military detainees/inmates from the VVCF.

**3.2. The Val Verde Correctional Facility will—**

3.2.1. Upon request and provided bed space being available, confine Laughlin AFB detainees/inmates at VVCF until transferred to a military correctional facility, up to a maximum of 45 days, unless otherwise agreed upon by the parties. The request shall be initiated as a call under this BPA. All calls under this BPA should be submitted in writing.

3.2.2. Provide Laughlin AFB detainees/inmates the same level of services and treatment afforded other confines consistent with the Texas Commission of Jail Standards regulations.

3.2.3. House Laughlin AFB detainees/inmates separate from other civilian confines in Restricted Housing Unit (RHU) and notify the Laughlin AFB Confinement Officer/NCOIC if this is not possible.

3.2.4. If multiple Laughlin AFB detainees/inmates are housed simultaneously, house enlisted and officer individuals separately.

3.2.5. House high-profile detainees/inmates and those accused or convicted of military unique crimes separate from those who committed serious offenses in confined RHU. 47 SFS shall notify the VVCF if the detainee/inmate has been determined to meet the criteria to be considered high-profile.

3.2.6. Allow visitation rights and access to military detainees/inmates consistent with VVCF standards and procedures.

3.2.7. Ensure detainees/inmates are released only to the custody of Laughlin AFB personnel authorized by 47 SFS.

3.2.8. Provide immediate emergency medical treatment when warranted. Costs incurred by VVCF will be the responsibility of Laughlin AFB.

#27

3.2.9. Civilian ambulance service at Air Force expense is authorized to move Air Force detainees/inmates to a medical facility.

3.2.10. Emergency medical or dental care at Air Force expense may be obtained from civilian sources without advance authorization, when obtaining such advance authorization is impossible or impracticable.

3.2.11. When obtaining medical care from any civilian source, Air Force detainees/inmates should be identified by name, rank, and social security number. If possible, detainees/inmates should present a military identification card upon arrival.

3.2.12. The 47th Medical Group Commander (47 MDG/CC) must be notified at (830) 298-6311, when Air Force detainees/inmates receive treatment from a civilian source and/or medical facility. The 47 MDG/CC will establish a liaison with the civilian facility and will notify the Air Force member's unit commander. The Air Force liaison should be notified as soon as the emergency ceases, so the member can be transferred to a military or other government facility. The Laughlin AFB medical treatment facility (MTF) will ensure the member is transferred as soon as conditions permit.

3.2.13. Ensure all medical bills incurred by Val Verde County Confinement Facility for treatment of military detainee/inmates are referred to the 47th Medical Group, Resource Management (47 MDSS/SSGR) for disposition.

3.2.14. Immediately notify 47 SFS of all military detainee/inmate involvement with incidents that could result in the transmission of an infectious disease (e.g., sexual contact, tattooing, or intravenous drug use) in order for 47 SFS to provide security and transportation for applicable medical treatment and to have a required HIV test performed on the military inmate.

3.2.15. Prohibit photography/videography of Laughlin AFB detainees/inmates unless the detainee/inmate provides written consent.

3.2.16. Deny media personnel access to detainees/inmates unless coordinated by the 47 SFS and the 47 Flying Training Wing Public Affairs Office.

3.2.17. Ensure privileged communication with the individuals and entities listed below is exempt from rejection or censorship. VVCF staff may inspect the communications with the entities listed below in the presence of the detainees/inmates only if there is a reasonable basis to believe it contains contraband or the authenticity is questioned.

3.2.17.1.1. President or Vice-President

3.2.17.1.2. Member of Congress

3.2.17.1.3. Secretary of Defense

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- 3.2.17.1.4. Attorney General of a representative
- 3.2.17.1.5. SECAF or a representative
- 3.2.17.1.6. The Judge Advocate General or a representative
- 3.2.17.1.7. The Inspector General or a representative
- 3.2.17.1.8. Clergy
- 3.2.17.1.9. State and Federal courts

3.2.18. Document any occurrences when detainees/inmates refuse a meal and promptly notify the 47 SFS.

3.2.19. Ensure all members are treated in accordance with the Maintain Prison Rape Elimination Act (PREA).

#### 4. GENERAL PROVISIONS:

4.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this BPA. Each Party may change its point of contact upon reasonable notice to the other Party.

4.1.1. For the 47 SFS:

Primary: Matthew C. McGinnis, Major, USAF  
Commander, 47 SFS  
(830) 298-5900

Alternate: Robert M. Gardner, MSgt, USAF  
Operations Superintendent, 47th SFS  
(830) 298-5348

4.1.2. For the Val Verde County Sheriffs Office (VVSO):

Primary: JOE FRANK MARTINEZ  
Sheriff, Val Verde County  
(830)774-7636

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Alternate: Dora Guzman  
Administrative Assistant  
Val Verde Sheriff's Office  
(830) 774-7636

4.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this BPA will be addressed as follows.

47 SFS/CC  
355 Colorado Avenue  
Laughlin AFB TX 79943-207

Val Verde County Sheriff  
PO BOX 1201  
Del Rio TX 78847-1201

4.3. MODIFICATION AND REVIEW OF BPA: This BPA may only be modified by written agreement of the Parties, duly signed by their authorized representatives. This BPA will be reviewed annually by both parties involved. A memorandum of record will suffice as documenting the further continuation of the BPA.

4.4. TERMINATION OF AGREEMENT: This BPA may be terminated in writing at will by either Party. If it is to be terminated, 30 day notice will be given prior to the effective date of termination.

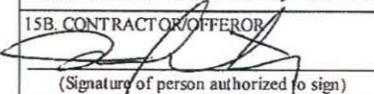
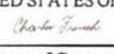
4.5. TRANSFERABILITY: This BPA is not transferable except with the written consent of the Parties.

4.6. ENTIRE AGREEMENT: It is expressly understood and agreed that this BPA embodies the entire agreement between the Parties regarding the BPA's subject matter.

4.7. EFFECTIVE DATE: This BPA takes effect beginning on the day after the last Party signs.

COPY

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
		23-May-2018			
6. ISSUED BY	CODE	FA3099	7. ADMINISTERED BY (If other than item 6)	CODE	
47TH CONTRACTING FLIGHT 171 ALABAMA AVE, BLDG 7 LAUGHLIN AFB TX 78843-5102			See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
VAL VERDE, COUNTY OF 400 PECAN ST DEL RIO TX 78840-5140					
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. FA3099-17-A-0001	
				X 10B. DATED (SEE ITEM 13) 24-Jan-2017	
CODE 3QTB6		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) - Bilateral Modification					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: barlow br18140 See Summary of Changes					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
Joe Frank Martinez, Sheriff			Charles Frerich TEL: (830) 298-5270 EMAIL: charles.frerich@us.af.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
		06/27/2018	BY  Digitally signed by FRERICH CHARLES M 1.246004103 Date: 2018.07.09 09:44:20 -0500		9 Jul 18
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:  
MODIFICATION P00001

The purpose of this modification is to:

1. Incorporate all applicable clauses.
2. Incorporate the updated Price List (Attachment 01) required for the annual review.
3. Incorporate the updated Authorized Caller List (Attachment 02).
4. The updated Statement of Work (Attachment 03) is now incorporated and the following information has been added:

“3.2.19. Ensure all members are treated in accordance with the Maintain Prison Rape Elimination Act (PREA).”

The following points of contact for 47 SFS have been updated:

Primary: Matthew C. McGinnis, Major, USAF  
Commander, 47 SFS  
(830) 298-5900

Alternate: Robert M. Gardner, MSgt, USAF  
Operations Superintendent, 47th SFS  
(830) 298-5348

5. All other terms and conditions remain the same.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

- 52.202-1
- 52.203-3
- 52.204-19
- 52.212-4
- 52.222-3
- 52.222-19
- 52.222-21
- 52.222-26
- 52.222-50
- 52.222-53
- 52.223-18
- 52.232-36

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52.232-40  
52.233-3  
252.203-7000  
252.203-7002  
252.204-7012  
252.225-7048  
252.232-7003  
252.232-7009

The following have been added by full text:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

All clauses listed in Section I – Contract Clauses have been incorporated into this Blanket Purchase Agreement by either reference or full text.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

5352.201-9101 Ombudsman

OMBUDSMAN (APR 2014)

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- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, the interested party may contact the AFICA Ombudsman supporting AETC, the Deputy Director of Contracting, AFICA/KT (OL-AET), 2035 First Street West, JBSA Randolph TX 78150-4304, telephone 210-652-1722 (DSN 487-1722); The alternate Ombudsman is the Chief, Clearance & Program Support Division, AFICA/KTC, 2035 First Street West, JBSA Randolph TX 78150-4304, telephone 210-652-7075 (DSN 487-7075). Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- The following have been modified:  
ATTACHMENTS  
Attachments to P00001:  
Attachment 1: Updated Price List (Effective 24 Jan 18 thru 23 Jan 19)  
Attachment 2: Authorized Caller List (Updated 2 Apr 2018)  
Attachment 3: Statement of Work (Updated 22 May 2018)

(End of Summary of Changes)



VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

#29

To: Efrain Valdez, County Judge  
From: Juanita Barrera, HR Director  
Date: June 21, 2018  
Subject: **AGENDA ITEMS FOR JUNE 2018**

Listed below are several personnel matters which need to be part of the upcoming June agenda for HR reporting period from June 1, 2018 through June 26, 2018.

- A. Lewis Owens, Commissioner Pct. 2, requesting the issuance of checks to Hector Castro, Driver, with an annual salary of \$21,450.00, effective May 29, 2018. Mr. Castro is replacing Ruben Robles who was terminated.
- B. Lewis Owens, Commissioner Pct. 2, requesting the discontinuance of checks to Hector Castro, Driver, effective June 20, 2018. Mr. Castro was terminated.
- C. Graciela Monday, Librarian, requesting the issuance of checks to Briana Villarreal, Summer Part-time Librarian, with an hourly rate of \$7.25, effective June 4, 2018. Ms. Villarreal is filling in a vacant summer position.
- D. Gustavo Flores, Commissioner Pct. 4, requesting the discontinuance of checks to Salvador Espinoza, Driver, effective June 5, 2018. Mr. Espinoza resigned.
- E. Generosa Ramon, County Clerk, requesting the discontinuance of checks to Elva Hernandez, Deputy Clerk I, effective June 7, 2018. Ms. Hernandez resigned.
- F. Generosa Ramon, County Clerk, requesting the issuance of checks to Belinda Rodriguez, Deputy Clerk I, with an annual salary of \$21,450.00, effective June 18, 2018. Ms. Rodriguez is replacing Elva Hernandez who resigned.
- G. Roger Cerny, Risk Manager, requesting the issuance of checks to Fidencio Lira, Field Technician, with an annual salary of \$27,156.25, effective June 18, 2018. Mr. Lira is filling in a new position.
- H. Robert Nettleton, Commissioner Pct. 3, requesting the issuance of checks to Jesus Morales, Light Equipment Operator, with an annual salary of \$23,525.00, effective June 19, 2018. Mr. Morales is replacing Mr. Quintero who resigned.
- I. Joe Frank Martinez, Sheriff, requesting the discontinuance of checks to Crystal Denney, Patrol Secretary, effective June 1, 2018. Ms. Denney resigned.

- J. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Pamala Glover, who has been promoted to Patrol Secretary, with an annual salary of \$23,737.50, effective June 11, 2018. Ms. Glover is replacing Crystal Denney who resigned.
- K. Joe Frank Martinez, Sheriff, requesting the discontinuance of checks to Krystal Tanguma, Criminal Investigator, effective June 15, 2018. Ms. Tanguma resigned.
- L. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Gina Garcia, Criminal Investigator, with an annual salary of \$37,012.50, effective June 25, 2018. Ms. Garcia is replacing Krystal Tanguma who resigned.