

(d) The hearing shall be conducted by the hearing official under the following guidelines. The hearing official shall liberally construe these guidelines to allow the public input to protect the health and safety of a community affected by the location of an enterprise and to allow the applicant to address these concerns:

- (1) interested parties may elect to retain the assistance of counsel at their own expense;
- (2) the hearing official shall, upon prior request, provide for appropriate facilities for any disabled person to be able to participate in the hearing, this shall include, but not be limited to: interpreters for deaf or hearing-impaired participants, wheelchair access and special seating arrangements;
- (3) participants in the proceeding may supply interpreters for language translation and the hearing official shall accommodate the translation of the proceeding;
- (4) the hearing official may exclude evidence that is irrelevant, immaterial, or unduly repetitious. Relevance and materiality shall be evaluated by the relation of the evidence to health and safety concerns directly related to the SOBP at issue, and conditions which may be attached to the SOBP to address those concerns. The hearing is not limited to the health and safety concerns specifically identified in the hearing request; and
- (5) if no request is made by the applicant for an official record, any person may record, videotape or transcribe the hearing provided there is no interference with the proceedings. The hearing official shall have the power to limit any interference with the proceeding.

(e) The hearing official may continue the hearing to a date no later than ten (10) days after the initial hearing if:

- (1) the hearing has lasted at least two and one half (2 1/2) hours and it appears to the hearing official that a significant amount of time is still required to fully present the public concerns and potential solutions to those concerns; or
- (2) issues have been raised at the hearing requiring additional research in order to develop appropriate conditions to be attached to the SOBP or the parties need additional time to develop a solution to issues identified at the hearing.
- (3) A continuance shall not be for the purpose of delay or for developing new evidence.

(f) After the conclusion of the public hearing, the hearing official shall produce a written statement containing the official's findings of public health and safety concerns and recommendations for conditions to be attached to the SOBP. The recommendations shall be forwarded to the Sheriff, the applicant and the interested party who requested the hearing. When the hearing official determines that public health and safety concerns exist, the Sheriff shall attach conditions as part of the SOBP. If no official record of the hearing has been

requested, the hearing official's statement shall be the official record of the public hearing. The hearing official may consult with the Sheriff for the purpose of developing appropriate conditions to address the health and safety concerns shown at the hearing.

- (g) If evidence is produced at the hearing that would support denial of the SOBP, the hearing official shall provide that information to the Sheriff, who shall investigate whether the evidence warrants denial or revocation of the SOBP under these regulations.

SECTION XI – ISSUANCE OR DENIAL

- (a) A Class I SOBP shall be issued within sixty (60) business days of submission of a complete application, unless the application is denied. The sixty (60) business days shall run from the date the Sheriff issues the application receipt.
- (b) A Class II SOBP shall be issued within ten (10) business days unless the application is denied. The ten (10) days shall run from the date the Sheriff issues the application receipt.
- (c) The Sheriff shall defer determination whether to issue a SOBP until final disposition of any charge of any of the crimes listed in subsection XI(e)(1)(iv) that may be pending or may arise during the investigation period. No temporary SOBP shall be issued before there is a final determination of the criminal charge.
- (d) If the Sheriff finds that the determination on whether a SOBP can be issued cannot be made within the time period stated in subsection (a) above, a written notice stating the reasons for the delay shall be sent to the applicant within that time period.
- (e) The SOBP shall be denied upon the finding by the Sheriff of any of the following facts:
 - (1) The applicant, or if the applicant is a corporation, partnership, limited liability company or other business entity, any officer, director, member, partner or participant required to be identified in the application, was convicted of any of the crimes listed below and
 - (i) less than two years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date if the conviction is of a misdemeanor offense; or
 - (ii) less than five years have elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date, if the conviction is of a felony offense, or
 - (iii) less than five years have elapsed since the date of the last conviction or the date of release from confinement for the last conviction, whichever is the later date, if the convictions are of two or more misdemeanor offenses or combination of misdemeanor offenses occurring within a 24-month period.

- (iv) The crimes considered in applying this section are:
- (a) prostitution, promotion of prostitution, aggravated promotion of prostitution, compelling prostitution, obscenity, sale, distribution, or display of harmful material to a minor, sexual performance by a child, or possession of child pornography as described in Chapter 43 of the Texas Penal Code;
 - (b) public lewdness, indecent exposure, or indecency with a child as described in Chapter 21 of the Texas Penal Code;
 - (c) sexual assault or aggravated sexual assault as described in Chapter 22 of the Texas Penal Code;
 - (d) incest, solicitation of a child or harboring a runaway child as described in Chapter 25 of the Texas Penal Code;
 - (e) gambling, gambling promotion, keeping a gambling place, communicating gambling information, possession of gambling devices or equipment, or possession of gambling paraphernalia as described in Chapter 47 of the Texas Penal Code;
 - (f) forgery, credit card abuse or commercial bribery as described in Chapter 32 of the Texas Penal Code;
 - (g) a criminal offense as described in Chapter 481, Subchapter D of the Health and Safety Code;
 - (h) a criminal offense as described in Chapter 43 of the Texas Penal Code;
 - (i) criminal attempt, conspiracy or solicitation to commit any of the foregoing offenses; or any other offense in another state that, if committed in this state, would have been punishable as one or more of the aforementioned offenses;
 - (j) a criminal offense as described in Chapter 352, Subchapter B of the Texas Local Government Code;
 - (k) a violation of Chapter 455 of the Texas Occupations Code; or
 - (l) a violation of these regulations described in Sections XIV, XVII and XVIII.
- (2) The enterprise, as proposed, is a prohibited enterprise pursuant to Section XVII; the enterprise does not meet all the requirements of these regulations; or the enterprise is otherwise prohibited by local, state or federal law;

- (3) The applicant has knowingly made a misleading statement of a material fact by omitting or falsifying information in the application for the SOBP;
 - (4) The applicant, if an individual, is under eighteen (18) years of age;
 - (5) The applicant or operator has had a SOBP revoked for the same enterprise within the one-hundred eighty (180) day period immediately preceding the date the application was filed;
 - (6) An applicant is delinquent in the payment to the county of taxes, fees, fines or penalties assessed or imposed regarding the operation of a sexually oriented business;
 - (7) The application or renewal fee required by these regulations has not been paid; or
 - (8) An applicant or operator has owned or been employed in a managerial capacity of a business or location within the preceding twelve (12) months and during that period that business or location constituted a common or public nuisance as defined in Chapter 1254 of the Texas Civil Practice and Remedies code.
- (f) The Sheriff shall attach reasonable conditions on a SOBP pursuant to the recommendations of the hearing officer if a public hearing was held under Section XI. These conditions shall address the public health and safety concerns identified in the hearing.
- (g) A Class I SOBP shall be valid for one (01) year from the date it is issued, and a Class II SOBP shall be valid until the individual's next birth date, unless the SOBP is revoked or suspended pursuant to these regulations, the enterprise is sold or transferred or the SOBP is cancelled by written request of the applicant. The renewal fee for the initial Class II SOBP will be reduced to reflect proration of the application fee based on the portion of the year for which the initial SOBP was valid.
- (h) If the Sheriff denies the SOBP pursuant to these regulations, the applicant shall be given written notice of the reason for that determination. The written notice provided under this section does not prohibit the County, in litigation on appeal, from presenting evidence of additional or alternative facts that support denial of the SOBP.

SECTION XII - REVOCATION OR SUSPENSION

- (a) The Sheriff shall have the authority to initiate a proceeding to revoke or suspend a SOBP if there is probable cause to believe that one or more of the following events or conditions has occurred:
 - (1) the owner or operator allowed a person under eighteen (18) years of age to remain on the premises of the enterprise during the hours of operation;

- (2) three (03) or more violations of any of the offenses contained in Section XI(e)(1)(iv) have occurred on the premises of the Class 1 enterprise within a period of eight (08) months and the owner or operator failed to prevent the occurrence of such violations;
 - (3) the enterprise, owner, operator or applicant failed to comply with a duty specifically imposed by these regulations;
 - (4) the applicant provided false, fraudulent or untruthful information on the original or renewal application form;
 - (5) the enterprise has been closed for business for a period of thirty (30) consecutive days unless the closure is due to circumstances beyond the control of the owner and the owner is proceeding with due diligence to reopen the enterprise;
 - (6) the SOBP should not been issued pursuant to these regulations; or
 - (7) the enterprise owner, operator, or applicant is convicted of a criminal offense contained in Section XI(e)(1)(iv)
- (b) If probable cause is found to believe any of the stated events or conditions occurred, the Sheriff shall forward to the SOBP holder or its designated agent a written notice of revocation. The notice shall set out the reasons for the action. Subject to a request for hearing pursuant to section XIII, the revocation shall become final on the eleventh (11th) day after delivery of the notice.
 - (c) If it is determined that a SOBP should be revoked, the commissioners court shall issue a written order revoking the SOBP, effective when notice is provided to the enterprise pursuant to these regulations.
 - (d) If the hearing officer determines, based upon the nature of the violations, that a suspension in lieu of revocation is appropriate, operation of the SOBP may be suspended for a period of time not to exceed two (02) months. The commissioners court shall issue a written order suspending the SOBP and attaching conditions, if applicable, effective upon notice to the enterprise pursuant to these regulations.
 - (e) A violation of (a)(4), (5), (6) or (7) results in a mandatory revocation of the SOBP.
 - (f) Revocation shall be subject to the hearing provisions of this section except revocation shall take immediate effect upon notice by the Sheriff, subject to reinstatement resulting from an appeal when:
 - (1) there is a necessity for immediate action to protect the public from injury or imminent danger; or
 - (2) an SOBP was issued based on a material misrepresentation in the application and but

for the material misrepresentation, the SOBP would not have been issued. This revocation shall be appealed as though the SOBP had been denied using the procedure set out in Section II of these regulations.

SECTION XIII – APPEAL

- (a) The Commissioners Court of Val Verde County shall serve as the appeals board for licenses issued under this Order.
- (b) An applicant may appeal an unfavorable decision by the Sheriff or a hearing officer by filing a written petition with the County Clerk requesting a hearing on the denial of the application or a decision to suspend or revoke within ten (10) calendar days of the date the applicant receives notification of the Sheriff's or the hearing officer's decision. The appeal shall be scheduled to be heard within twenty (20) calendar days of the date the petition is received in the office of the County Clerk. The County Clerk shall give written notice to the applicant of the time and place for the hearing on the appeal.
- (c) The Commissioners Court of Val Verde County shall issue a decision with findings within ten (10) calendar days after any hearing held in accordance with this section in accordance with the criteria in Section XI(e). The minutes of the Commissioners Court meeting shall show the action taken on the application, and if the license is granted or re-instated, the Commissioners Court shall direct the Sheriff to issue the proper license.
- (d) If the application for a license is disapproved or not re-instated on appeal, the applicant shall be sent a letter of notification by registered or certified mail within five (05) calendar days to the applicant's last known mailing address, and the letter of notification shall state the basis for such disapproval. Any applicant aggrieved by the decision may seek judicial review in the appropriate court.
- (e) An application may seek judicial review of the denial of a license by the Sheriff, or following the decision of the Commissioners Court on his appeal, at his election in a court of proper jurisdiction.

SECTION XIV - SOBP EMPLOYEE RECORDS

- (a) Before an enterprise may employ a person, the enterprise must obtain a complete background and criminal history check of the person. An enterprise may not employ a person, who would be required to have a Class II SOBP, if the person would not be eligible for a Class II SOBP under Section XIII.
- (b) An enterprise has the duty to keep the following information on file on site for each person employed at the enterprise:
 - (1) the full legal name, professional or performing names and any other names used by the employee;

- (2) a photocopy of the employee's valid driver's license or Texas Department of Transportation identification card;
 - (3) the current address and telephone number of the employee;
 - (4) employee's height, eye color and natural hair color;
 - (5) a photograph of the employee taken within one (01) month of the date of employment and updated every year;
 - (6) The complete background and criminal history check made prior to the offer of employment and an annual background and criminal history check made no later than one month after the anniversary of the date of employment;
 - (7) a description of the capacity in which the employee is employed; and
 - (8) if the employee is employed in a capacity that involves serving liquor to patrons, evidence of certification through completion of a Texas Alcoholic Beverage Commission approved seller training program, under the V.T.C.A., Alcoholic Beverage Code Sect. 106.14.
- (c) An enterprise has the duty to maintain and make available records reflecting the times, dates and business conducted by each Class II SOBP employee at that location. The Sheriff will provide a standard format for these records which shall require a sign- in/out sheet and notation of the SOBP badge number. These records shall be available for inspection by the Sheriff during the hours of operation of the enterprise. These records shall be retained for at least a period of two (02) years from creation. Upon written request, the enterprise has a duty to provide a copy of the records to the Sheriff within seven (07) days of the request. It shall be a violation of these regulations to falsify these records.
- (d) An owner or enterprise operator of an enterprise shall maintain a log of all Class I or Class II SOBP recipients conducting business at the enterprise and list the duties of those recipients. The owner or enterprise operator must turn over the log to the Sheriff upon request.
- (e) Any employee who provides false information to an enterprise pursuant to this section violates these regulations.
- (f) An enterprise has the duty to have the employee information available regarding any individual working at the enterprise. This information must be maintained by the enterprise regardless of whether these regulations require the employee to have a valid Class II SOBP.

SECTION XV - NOTICE

- (a) Any notice required to be given by the Sheriff under these regulations to any applicant or enterprise or enterprise operator may be given by personal delivery or by United States mail, postage prepaid, addressed to the most recent address as specified in the application for the SOBP or the most recent notice of address change.
- (b) Mailed notice shall be deemed served three (03) days after deposit in the United States Mail.
- (c) In the event that notice given by mail is returned by the postal service as undeliverable, it shall be presumed that the enterprise or recipient did not comply with the affirmative duty to notify the Sheriff of any change of address, unless the enterprise or recipient can show there was error on the part of the Post Office, and;
 - (1) in the case of notice in connection with a Class I SOBP, the Sheriff shall have the notice posted at the entrance to the enterprise; or
 - (2) in the case of notice in connection with a Class II SOBP, the Sheriff shall have the notice posted at the entrance to the enterprise and shall suspend the SOBP until the applicant/recipient contacts the Sheriff with a current address. An individual with a SOBP that is suspended pursuant to this section who continues to conduct business at an enterprise shall be in violation each and every day that s/he conducts business in Val Verde County.

SECTION XVI - TEMPORARY SOBP PROVISIONS

Failure of the Sheriff to take timely action or give notice of his action on an application, or failure by the hearing official or hearing examiner to timely conduct or give notice of the decision pursuant to a hearing, shall entitle the applicant to the immediate issuance of a temporary SOBP upon written demand. Demand shall be filed by the applicant with the Sheriff. A temporary SOBP shall be valid only until notice of the Sheriff's action on the application or the hearing examiner's order. This section shall not apply where delay is caused by the action or inaction of the applicant.

SECTION XVII - SOBP RENEWALS

- (a) SOBP renewal applications must be filed not more than thirty (30) days prior to the expiration date of the SOBP. The form for renewal application shall be provided by the Sheriff.
- (b) An annual nonrefundable renewal fee, to be set by the Val Verde County Commissioners Court shall accompany the application for renewal to defray costs of inspections and investigation. The fee shall be paid in the form of cash, money order, cashier or bank check.
- (c) The renewal application shall contain:

- (1) Certification by the applicant that there have been no changes in the information provided in the initial application or the information which has changed since the initial application, supported by related documentation as required in the initial application.
 - (2) An application for a Class I SOBP renewal shall contain a certification that the enterprise is in operation. A Class I SOBP will not be renewed if the enterprise has not commenced operation as proposed in the initial SOBP application.
 - (3) A current inspection report from the Fire Marshal.
- (d) The Sheriff shall determine whether the permit may be renewed based on the information contained in the renewal application. The renewal permit shall be denied upon a finding of any of the conditions identified in Section XII(e). Renewal or denial shall be issued within fourteen (14) days of receipt of the completed renewal application or by the expiration date of the previous SOBP whichever period is longer.
 - (e) If a renewal application is submitted less than fifteen (15) days before the previous SOBP expires, there shall be no temporary SOBP issued to extend the SOBP. The original SOBP will expire and until the Sheriff's determination on renewal, there will be no valid SOBP for operation during that period.
 - (f) If an applicant fails to file its renewal application prior to the expiration of the existing SOBP, the applicant must file an application for a new SOBP and the application shall be considered as any new application.
 - (g) Upon written request of any interested party, filed with the Sheriff prior to issuance of a new Class I SOBP and specifically identifying existing public health and safety concerns connected with the operation of that enterprise, a public hearing will be held as provided for in Section XI.
 - (1) The general public and all interested parties may present to the hearings examiner information to support recommendations to the Sheriff for conditions relating to public health and safety to be attached to the SOBP upon renewal.
 - (2) The request for a public hearing may be filed at any time during the year, but the hearing will be scheduled when the application for renewal of the Class I SOBP is filed. If issuance of the renewal is delayed solely to accommodate the need for the public hearing, the existing SOBP shall be automatically extended until the Sheriff issues the renewed SOBP based on the recommendations of the hearing official. The fact that there is a pending public hearing does not revive a SOBP that lapses under the provisions of subsections (e) and (f) above.
 - (h) If a permit has been suspended pursuant to Section XIII of these regulations, the renewed permit will be suspended until the suspension period has elapsed.

SECTION XVIII – INVESTIGATION

Upon receiving the application for a SOBP or all application for renewal, the Sheriff shall conduct an investigation to determine compliance with these regulations.

SECTION XIX – INSPECTIONS

- (a) A peace officer shall make reasonable, periodic inspections of the premises of all permitted sexually oriented businesses in unincorporated Val Verde County to determine compliance with these regulations.
- (b) The Fire Marshal shall make reasonable, periodic inspections of the premises of all sexually oriented businesses in unincorporated Val Verde County for fire and life safety hazards.

SECTION XX - TRANSFER PROHIBITED

- (a) A Class I SOBP issued under these regulations is not transferable, assignable or divisible and it is a violation of these regulations for any person to attempt to do so. Upon transfer by bequest or operation of law upon the death of the enterprise, the SOBP will continue in effect for forty-five (45) days after the death of the enterprise. Upon the filing of a new application and posting the application with the prior SOBP, the enterprise may continue to operate until the final determination on the new SOBP. If no application is filed within forty-five (45) days, the enterprise shall be in violation of these regulations each and every day it continues to operate without a new SOBP.
- (b) A Class II SOBP and accompanying badge issued under these regulations are not transferable, assignable or divisible and it is a violation of these regulations for any person to attempt to do so. If the recipient of the Class II SOBP ceases to conduct business, the enterprise, the owner or enterprise operator must inform the Sheriff. The Class II SOBP and accompanying badge become ineffective and inoperative when the recipient ceases to conduct business at the enterprise.

SECTION XXI – LOST SOBP OR BADGE

- (a) If an SOBP or badge is lost or destroyed, a replacement may be obtained by filing a lost SOBP/badge application and paying a lost SOBP/badge fee.
- (b) A replacement SOBP or badge shall be issued immediately upon confirmation of the identity of the applicant through the Sheriff's records.
 - (1) A replacement badge number will be assigned for a replacement Class II SOBP.
 - (2) A replacement SOBP will expire on the same date as the original SOBP.

- (c) It shall not be a defense to prosecution for conducting business without an SOB or failure to display a badge that an SOB or SOB or badge was lost or stolen. The enterprise may not conduct business as an enterprise, in Val Verde County, Texas, until a replacement SOB or badge is obtained.
- (d) A SOB or badge found in the possession of any person other than the enterprise may be immediately seized by the Sheriff. The authorized SOB holder may reclaim the permit or badge from the Sheriff's office.

SECTION XXII – OPERATING REQUIREMENTS FOR ENTERPRISES

- (a) A Class I SOB enterprise has the duty to station an employee at each public entrance to the enterprise at all times during business hours. The employee shall not allow any person under the age of eighteen (18) years of age to enter the enterprise. It shall be presumed that an employee knew a person was under the age of eighteen (18) years of age unless the employee asked for and was furnished:
 - (1) A facially valid driver's, commercial operator's, or chauffeur's driver's license; or
 - (2) A facially valid personal identification certificate issued by the Texas Department of Public Safety reflecting that such person is eighteen (18) years of age or older.
- (b) Each enterprise shall have the duty to post a sign obtained from the Sheriff's Office containing the following educational AIDS message at eye level adjacent to each entrance, in each public restroom and in any dressing room in an enterprise to read as follows:

STOP AIDS. AVOID HIGH RISK BEHAVIOR. AVOID CONTACT WITH SEXUAL FLUIDS OR DIRTY NEEDLES. AIDS CAN BE TRANSMITTED BY SEX WITHOUT CONDOMS OR BY SHARING NEEDLES.

- (c) It shall be unlawful for an owner or operator to allow the merchandise or activities of the enterprise to be visible from any point outside such enterprise. It shall be unlawful for the owner or operator to allow exterior portions of the enterprise to be painted any color other than a single monochromatic color. Nothing in this section shall be construed to require the painting of an otherwise unpainted exterior portion of an enterprise. This provision shall not apply to an enterprise if the following conditions are met:
 - (1) The enterprise is a part of a commercial multi-unit center; and
 - (2) The exterior portions of each individual unit in the commercial multi-unit center, including the exterior portions of the enterprise, are painted the same color as one another or are painted in such a way so as to be a component of the overall architectural style or pattern of the commercial multi-unit center.

SECTION XXIII - REGULATION OF ADULT MOTELS

- (a) Evidence that a sleeping room in a hotel, motel or similar commercial establishment has been rented and vacated two (02) or more times in less than ten (10) hours creates a rebuttable presumption that the establishment is an adult motel that is an enterprise under these regulations if the motel also provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, digital videos recorded on any type of medium, or other reproduction which are characterized by the depiction or description of specified sexual activities or specified anatomical areas as defined in this section.
- (b) For purposes of this section, the terms “rent” or “sub-rent” mean the act of allowing a room to be occupied for any form of consideration.
- (c) An “Adult Motel” permitted pursuant to these regulations may have a resident manager living on site. This shall not be considered a dwelling under the distancing requirements of Section VIII(a)(1), but no individuals under the age of eighteen (18) may live onsite.

SECTION XXIV - REGULATION OF ENTERPRISES THAT EXHIBIT SEXUALLY EXPLICIT VISUAL MEDIA

- (a) An enterprise, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred (150) square feet of floor space a film, video, digital video, computer programs, or other visual reproduction that depicts specified sexual activities or specified anatomical areas shall comply with the following requirements:
 - (1) the interior of the premises configured so that there is an unobstructed view from at least one manager’s station of every area of the premises, excluding restrooms, that customers are allowed access for any purpose;
 - (2) maintain at least one (01) employee on duty and situated in each manager’s station at all times when any customer is present inside the premises.

SECTION XXV - REGULATION OF MESSAGE PARLORS AND OTHER ILLEGAL ENTERPRISES

The following categories of enterprises are prohibited in Val Verde County, Texas:

escort agencies; escorts; encounter centers; any enterprise whose employees appear in a state of nudity; and massage parlors. It shall be a violation of these regulations to engage in these business activities in Val Verde County, Texas. Each person found to be engaged and or participating in the business of such an enterprise shall be subject to the penalties and enforcement provisions of these regulations.

SECTION XXVI - VIOLATIONS

- (a) The following shall be violations of these regulations punishable as authorized in §243.010(b) of the Local Government Code and may be punishable as authorized in Chapter 234 of the Local Government Code, if applicable. Each day a violation continues constitutes, and is punishable as, a separate offense:
- (1) for any employee, owner, or operator of an enterprise to negligently allow any person below the age of eighteen (18) years to remain at the enterprise during hours of operation;
 - (2) for any person to be at an enterprise nude; however, private rooms at adult motels and designated dressing rooms for employees that are not visible or accessible to patrons are excepted from this prohibition;
 - (3) for any employee, owner or operator to request or suggest that any customer, employee or individual become nude at the premises of the enterprise;
 - (4) for any person to engage in, or any employee, owner or operator to allow another person to engage in, sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any other public sexual acts prohibited by law, or acts which simulate the aforesaid at or in a permitted enterprise;
 - (5) for any enterprise to exhibit advertisements, displays, or other promotional materials at the premises that are characterized by specified sexual activities or specified anatomical areas and are visible from a public road, sidewalk or other public place;
 - (6) for any person to conduct business as an enterprise in the area of Val Verde County covered by these regulations without a valid Class I SOBP issued in accordance with these regulations;
 - (7) for an individual, who is required by these regulations to have an SOBP, to conduct business at an enterprise or for an operator or owner to allow any person to conduct business of an enterprise in the area of Val Verde County covered by these regulations without a valid Class II SOBP issued and displayed in accordance with these regulations;
 - (8) for any person to counterfeit, forge, change, deface, duplicate or alter an SOBP;
 - (9) for any person to knowingly make any false, fraudulent or untruthful material representation, written or oral, or in any other way knowingly conceal any material fact required in the SOBP application;

- (10) for the owner or operator to fail to comply with the conditions attached to the SOBP pursuant to these regulations; each and every day the enterprise fails to comply with a SOBP condition is a violation of these regulations;
- (11) for an employee of an enterprise to provide materially false identification information to an enterprise under Section XIV;
- (12) for any person to attempt to transfer, assign or devise an SOBP;
- (13) for any person performing at an enterprise to do so less than six (6) feet from the nearest customer;
- (14) for the owner or operator of an enterprise to allow any location within the enterprise to be used for the purpose of live exhibitions unless it is marked with clear indications of the six (6) foot zone, the absence of this demarcation will create a presumption that there have been violations of these regulations during performances in the unmarked area;
- (15) for any person to offer or accept a gratuity at an enterprise unless it is done pursuant to this section; gratuities being offered to any person performing on a stage must be placed in a receptacle provided for receipt of gratuities and a tip or gratuity offered to any employee in or about the non-stage area of the enterprise shall be placed into the hand of the employee or into a receptacle provided by the employee and not upon the person or into the clothing of the employee; or
- (16) for any person conducting business at an enterprise to be in a state of intoxication or otherwise under the influence of a controlled substance, or for an operator or owner to allow any person to conduct business at an enterprise in a state of intoxication or otherwise under the influence of a controlled substance;
- (17) for an owner or operator of an enterprise to allow any person to offer a service or sell, rent or exhibit devices or any other items intended to provide sexual stimulation or sexual gratification without a valid SOBP;
- (18) for an owner or operator of an enterprise to allow an employee without a valid SOBP to conduct business at an enterprise;
- (19) for an owner or operator of an enterprise to allow any person to offer a service or sell, rent or exhibit devices or any other items intended to provide sexual stimulation or sexual gratification in a private or secluded room in the enterprise.

SECTION XXVII - ENFORCEMENT AND PENALTIES

- (a) Any peace officer certified by the State of Texas may enforce these regulations.

- (b) A person commits a Class A misdemeanor offense if the person intentionally or knowingly violates these regulations and is subject to a suit to enjoin operation of the enterprise pursuant to §243.010 of the Local Government Code.
- (c) A person commits a Class A misdemeanor offense if the person intentionally or knowingly operates a massage parlor in violation of these regulations, pursuant to §234.105 of the Local Government Code.
- (d) Val Verde County is authorized to impose a civil penalty of not more than \$1,000.00 on a person who violates the prohibition on massage parlors, pursuant to §234.104 of the Local Government Code. After the first violation, subsequent violations subject a person to a suit to enjoin the operation or threatened operation of a massage parlor, in addition to a civil penalty and criminal penalty. Each day a violation continues is considered a separate violation for the purposes of assessing the civil penalty.
- (e) The Val Verde County Attorney is hereby authorized to file suit to recover a civil penalty and/or enjoin violations of these regulations. The prosecuting attorney with jurisdiction to prosecute a criminal violation of these regulations in Val Verde County may exercise his discretion to do so. A suit may be initiated upon information received from private citizens or any law enforcement agency.

SECTION XXVIII - SEVERABILITY

The Commissioners Court hereby declares that it adopts these regulations and each separate part hereof. Any part of these regulations held to be invalid shall not affect the validity of the remaining portions.

SECTION XXIX - OPERATIVE DATE

The effective date of these revisions to the Regulations for Sexually Oriented Businesses and Massage Parlors in the Unincorporated Area of Val Verde County, Texas is December 12, 2018. To the extent these revisions conflict with the previous regulations, these revisions control.

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The Commissioners Court hereby adopts these regulations and each separate part hereof. Any part of these regulations held to be invalid shall not affect the validity of the remaining portions.

Approved and executed this ____ day of _____, 2018.

VAL VERDE COUNTY, TEXAS

HONORABLE EFRAIN V. VALDEZ
COUNTY JUDGE

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1

HONORABLE LEWIS G. OWENS
COUNTY COMMISSIONER, PCT. 2

HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3

HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

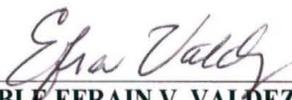
ATTEST:

HONORABLE GENEROSA GRACIA RAMON
COUNTY CLERK

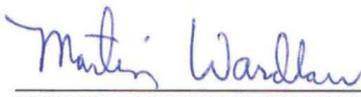
The Commissioners Court hereby adopts these regulations and each separate part hereof. Any part of these regulations held to be invalid shall not affect the validity of the remaining portions.

Approved and executed this 12th day of December, 2018.

VAL VERDE COUNTY, TEXAS



HONORABLE EFRAIN V. VALDEZ
COUNTY JUDGE



HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1



HONORABLE LEWIS G. OWENS
COUNTY COMMISSIONER, PCT. 2



HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3



HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4



ATTEST:



HONORABLE GENEROSA GRACIA RAMON
COUNTY CLERK

TALLY SHEET
for
2019-2020 Texas Parks and Wildlife Grant Application
RFQ for Professional Administrative Services
November 4, 2018

Evaluator		Esser & Company #121		
No. 1	Judge Valdez	100	0	0
No. 2	R. Musquiz Jr.	100	0	0
No. 3	E. Padilla	100	0	0
No. 4	Aaron Rodriguez	100	0	0
Total Score		400	0	0
High Scoring Firm		<u>Esser & Company</u>		

TALLY SHEET
for
2019-2020 Texas Parks and Wildlife Grant Application
RFQ for Professional Engineering Services
November 4, 2018

Evaluator		<u>KSA</u>	<u>TRC</u>	<u>Dunaway</u>
No. 1	Judge Valdez	97	89	88
No. 2	R. Musquiz Jr.	95	96	99
No. 3	E. Padilla	87	98	94
No. 4	Aaron Rodriguez	99	95	98
Total Score		378	378	379
High Scoring Firm		<u>Dunaway</u>		

➤ Investment Schedule

#24

VAL VERDE COUNTY-DEL RIO-350602

New Toshiba Digital Solution

Model Details

➤ (1) e-STUDIO3515AC 35 PPM Digital Color MFP

➤ Included Features: 100-Sheet RADF, Stand, Harness Kit for Coin Controller

Service Details

Pool Name	Monthly Pages Included	Monthly Average Per Page
Mono Pool	6,000 ✓	\$0.00950
Color Pool	500 ✓	\$0.04250

Total Monthly Investment

➤ 36 Month Lease ✓

\$275.68

Monthly Investment includes all: parts, labor, service and supplies, everything except paper, staples, and applicable taxes

New lease
36 mo. 275.68

Current lease
60 mo. 247.00

12/12/2018

Family Violence Center Completion List

#25

HVAC system.

Gas & electricity hookup

Kitchen - cabinets & appliances

Laundry room - furniture & appliances

Office furnishings

Room furnishings

Concrete work - Sidewalks, stairs, landings & ramps

Fencing - perimeter, septic & playground.

Landscaping -

Parking Area - paving, striping.

Communications - phone, TV & internet.

Amistad Heating & Air Conditioning
 110 Bauer Avenue
 Del Rio, TX 78840

Estimate
 Date 11/20/2018
 Estimate # 76

Name / Address
Val Verde County 901 Bedell Ave Suite A Del Rio, Tx 78840

P.O. #
 Terms DUE UPON RECEI...

Due Date 11/20/2018
 Other

Description	Qty	Rate	Total
Womens Shelter to install condensing unit that match up with existing Amana air handlers Two - 3.5 ton condensing units One - 5 ton condensing unit Three - Thermostats 27 air diffusers 3 Return air grilles County to provide condensing pads Five years' manufacturers' warranty on Compressor One year manufacturers' warranty on all parts One year warranty on labor If Amana units need warranty parts, we will have to charge freight and labor		12,300.00	12,300.00
THANK YOU!!!		Subtotal	\$12,300.00
		Sales Tax (8.25%)	\$0.00
		Total	\$12,300.00

ac@amistadair.com

774-1313



PROPOSAL

November 29, 2018, 2018

Val Verde County
Del Rio, Texas

Scope of Work: Complete HVAC work 410-a equipment 14 seer

- Install 1- 5 ton condenser
- Install 2-3 $\frac{1}{2}$ ton condensers
- 3 condenser pads
- 3- digital stats
- 3-30\24 return grills
- Install all supply grills
- R-11 Flush open lines
- Test run all 3 units

Total Price Labor and Materials: \$11,300.00

Thank you for your business.

Jorge Huerta
Business Owner

#26



A quote for your consideration!

Total: \$1,322.01

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000031559934.1 Quote date: Dec. 5, 2018 Quote expiration: Jan. 4, 2019

Company name: VAL VERDE COUNTY Customer number: 125826549 Phone: (830) 774-7584

Sales rep information: Nick Riseman
Nick_Riseman@Dell.com
(800) 456-3355
Ext: 5132216

Billing Information: VAL VERDE COUNTY
901 N BEDELL AVE STE A
DEL RIO
TX 78840-4170
US
(830) 774-7584

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 5060 SFF	1	\$1,234.02	\$1,234.02
APC Back-UPS 850VA UPS Battery Backup (BE850M2)	1	\$87.99	\$87.99
Subtotal:			\$1,322.01
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$1,322.01
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$1,322.01

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

#26

QUOTE CONFIRMATION



DEAR RAMIRO BARRERA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KGZX148	12/6/2018	KGZX148	3005603	\$311.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Color LaserJet Pro M452dn Mfg. Part#: CF389A#BGJ UNSPSC: 43212105 Contract: Texas HP DIR TSO 4159 (DIR-TSO-4159)	1	3808157	\$311.00	\$311.00

PURCHASER BILLING INFO		SUBTOTAL	\$311.00
Billing Address: VAL VERDE COUNTY ACCTS PAYABLE 901 N BEDELL AVE STE A DEL RIO, TX 78840-4170 Phone: (830) 774-7505 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$311.00
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: VAL VERDE COUNTY RAMIRO BARRERA 901 N BEDELL AVE STE A DEL RIO, TX 78840-4170 Phone: (830) 774-7505 Shipping Method: UPS Ground			

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Darius Menafield	(866) 448-3728	darimen@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

#37



Dear Val Verde County Sheriffs office

Attn. Forensic Interviewing of children

Ashley Homestore Del Rio would like to donate the following items

Item (2) 6160460 Accent Chairs

A4000071 Ashley Accent Table

R402192 Ashley 5x7 Rug

Total Value \$716

Sincerely

Ryan Ricks President

#33

**MANAGEMENT CONTROL AGREEMENT
REGARDING
TEXAS DEPARTMENT OF PUBLIC SAFETY AND FBI
CRIMINAL JUSTICE INFORMATION SYSTEMS**

The purpose of this document is to establish and enforce Security Control of the access and use of the Texas Department of Public Safety's (DPS) Texas Law Enforcement Telecommunications System and associated DPS, FBI and other systems in a location where access to and/or use of that system is accomplished by a criminal justice agency with the assistance of a non-criminal justice governmental agency. This document places Security Control of that access and use under the authority of the criminal justice agency.

This document is an agreement between

Val Verde Sheriff's Office

the "criminal justice agency," and,

Val Verde County IT Department

the "non-criminal justice agency" providing services in support of the criminal justice agency in the execution of its duties under the "administration of criminal justice."

Whereas the non-criminal justice agency manages the associated computer and/or equipment and personnel that provide the criminal justice agencies with access to the Texas Law Enforcement Telecommunications Systems (TLETS), and

Whereas the non-criminal justice agency through the Communications Supervisor performs certain functions of the Texas Crime Information Centers (TCIC) and the National Crime Information Center (NCIC) for the criminal justice agency, and

Whereas the criminal justice agency has signed an agreement with the Texas Department of Public Safety to use and participate in the state's telecommunications networks and associated systems, and

Whereas the state transmits state and national criminal history information over those networks, and

Whereas the state participates in the FBI CJIS Systems which require that all access to the FBI CJIS Systems be controlled by the *FBI CJIS Security Policy*, and

Whereas the CJIS Security Policy requires that the State CJIS Systems Agency (The Texas Department of Public Safety) establish "Security Control," for that access, and

Whereas Security Control is defined as the ability of the CSA or criminal justice agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel; and
2. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CJIS systems used to process, store, or transmit criminal justice

information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Whereas the Department of Public Safety defines management control as the authority and responsibility to enforce Security Control as herein defined,

Therefore, be it resolved that this agreement hereby places the technical services division under the management control, as herein defined, of the criminal justice agency.

SECURITY

The non-criminal justice agency agrees to abide by all current and hereafter approved rules of the Texas, and National Law Enforcement Telecommunications Systems and of the Texas and National Crime Information Centers (TCIC/NCIC), including but not limited to all requirements of the *CJIS Security Policy*. The compliance with those requirements shall be determined by the criminal justice agency and TCIC.

Computers having access to TCIC/NCIC must have the proper software and hardware controls, implemented under the supervision of the criminal justice agency, to prevent criminal history and other TLETS data from being accessible to any terminals other than authorized terminals.

The non-criminal justice agency must allow adequate physical security, as required by the *CJIS Security Policy* and determined by the criminal justice agency, to protect against any unauthorized personnel gaining access to the terminals, computer equipment or any of the stored data.

Personnel at the criminal justice agency site must be screened thoroughly under the authority and supervision of the criminal justice agency, in accordance with TCIC/NCIC policy. This screening applies to criminal justice and non-criminal justice personnel, including non-criminal justice maintenance and technical personnel. This screening will be done under the guidelines established in the *CJIS Security Policy*. Decisions by the criminal justice agency related to personnel are limited to the inclusion or exclusion of personnel from the criminal justice agency, according to the guidelines established by the *CJIS Security Policy* and implemented by TCIC Policy.

All visitors to the criminal justice agency and the technical services division must be accompanied by staff personnel at all times.

All terminals and network equipment having access to the state's law enforcement networks must be physically placed in secure locations, as required by the *CJIS Security Policy* and determined by the criminal justice agency.

Access to all terminals and network equipment that protects and/or transmits the criminal justice data must be restricted to the minimum number of authorized employees needed to complete the work.

Printed copies of criminal history data obtained from TCIC or NCIC must be afforded security to prevent any unauthorized access to or use of the data. When the printout is no longer needed, it must be filed in a secure file or destroyed.

No dial-up access will be permitted to a computer or a terminal with access to the state's law enforcement network unless that dial-up access has been approved by the criminal justice agency and the state.

No terminal will access the state's law enforcement networks, and no data will be requested or obtained through these networks without the approval of the criminal justice agency.

No changes will be made to the configuration of the networks accessing the state's law enforcement network without prior approval of the state.

TRAINING

All terminal operators must be trained according to TCIC/NCIC standards.

RECORDS KEEPING

The non-criminal justice agency agrees to allow the implementation of all TCIC/NCIC records keeping rules, including but not limited to:

1. Timeliness of entry/cancellation/clear
2. Quality Assurance of entries
3. Validation of entries
4. Ten Minute/One Hour Hit Confirmation
5. Dissemination of TCIC/NCIC information
6. Logging of criminal history inquiries
7. Use of the system for authorized purposes only

The criminal justice agency through its supervisor will cooperate in the preparation of and following written procedures concerning these and all TCIC/NCIC records keeping requirements. Those procedures will be established, maintained, and followed as determined by the criminal justice agency in accordance with TCIC/NCIC policies.

MONITORING AND AUDITING

The non-criminal justice agency agrees to allow the criminal justice agency and TCIC necessary access, as determined by TCIC and the criminal justice agency, to the physical locations, any computer programs, any computer files, and/or network activities necessary to implement and enforce security control as defined by the *CJIS Security Policy*. The criminal justice agency in accordance with TCIC/NCIC policy, has the responsibility and authority to monitor, audit and enforce the implementation of this agreement by the non-criminal justice agency.

DPS and FBI audits of the technical services division will be to determine whether policies have been established by the criminal justice agency and implemented by the non criminal justice agency.

GENERAL

The criminal justice agency will not manage the day to day operations of the technical services division, but may establish and enforce the priorities necessary to meet DPS and FBI policies regarding system use.

The non-criminal justice agency agrees to cooperate with the criminal justice agency in the implementation of this agreement, and to accomplish the directives of the criminal justice agency under the provisions of this agreement.

Non-Criminal Justice Agency

Criminal Justice Agency

Signature

Signature

Ramiro G. Barrera
Printed Name

Joe Frank Martinez
Printed Name

IT Specialist
Title

Sheriff
Title

Date

Date

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

APPENDIX A

Appropriate environmental security measures would include:

- a) A back-up power supply or uninterruptible power source.
- b) Environment monitors and controls for temperature, air conditioning, humidity, etc.
- c) Emergency lighting.
- d) Adequate fire detection/suppression devices.
- e) Emergency shutdown of system and/or power devices.
- f) Duplicate computer files, if applicable, (as a countermeasure for unauthorized destruction of original files) which are to be maintained off premise. Computer tapes or discs should be locked in a safe (fireproof) storage area under the control of senior agency personnel. Secondary storage (off-site location) will be used to back-up.

APPENDIX B

The standards apply to all Center personnel with access to network systems as defined in Title 28 CFR, Part 20 to CHRI data, including, but not limited to:

- a) Management personnel who direct criminal justice related software, hardware, or dispatch functions.
- b) Supervisory personnel who supervise criminal justice related software, hardware, or dispatch functions; or have terminal access to criminal justice data either directly or through their subordinates; or who have general responsibility for criminal justice related data storage, switching, transmission and logging.
- c) Personnel involved in analysis, evaluation and/or programming of criminal justice related data stored, switches, transmitted or logged by the center.
- d) Non-Data processing personnel who regularly provide necessary software or hardware installation, modification or maintenance in the dispatch center.
- e) Non-Data Processing personnel who provide temporary and necessary software, hardware or telecommunications installation, modification or maintenance, or such other services as deemed necessary by the Communications Supervisor.
- f) All other persons with direct access to the dispatch center or terminals with access to the state's telecommunications system.

Agency Identification

Agency Name VAL VERDE SHERIFF'S OFFICE	ORI TX23300H1
Agency Address 295 FM RD 2523	
City DEL RIO	Zip 78840
Agency Representative (Title and Name) SHERIFF JOE FRANK MARTINEZ	
Phone Number 830-774-7636	Fax Number 830-774-7507
Email address jfmartinez@valverdesheriff.com	

Contractor Identification

Company Name VAL VERDE COUNTY	Service Providing Agency IT	
Company Address 401 W. CANTU ROAD STE E		
City DEL RIO	State TX	Zip 78840
Contractor Representative (Title and Name) IT SPECIALIST RAMIRO G BARRERA		
Phone Number 830-703-6350	Fax Number NA	
Email address rgbarrera@valverdecounty.org		

Visit our website www.dps.texas.gov/securityreview for information on submitting vendor/contractor fingerprints.

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex: ____ Race: ____ DOB: ____ State/ID or DL: _____

Signature of Contractor Representative

Date

Ramiro G Barrera

Printed or Typed Name of Contractor Representative

Val Verde County IT Dept-IT Specialist

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor(s) and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity – to include subcontractor services; third party service provider if applicable)

Joe Frank Martinez

Printed Name of Agency Representative

Signature of Agency Representative

Sheriff

Title

Val Verde Sheriff's Office TX23300H1

Agency Name and ORI

Date

Ramiro G Barrera

Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative

IT Specialist

Title

Val Verde County-IT Dept

Vendor Organization Name

Date

Printed Name of Vendor (Sub-Contractor) Representative

Signature of Vendor (Sub-Contractor) Representative

Title

Vendor Organization Name

Date

437



TREASURER'S REPORT

NOVEMBER 2018

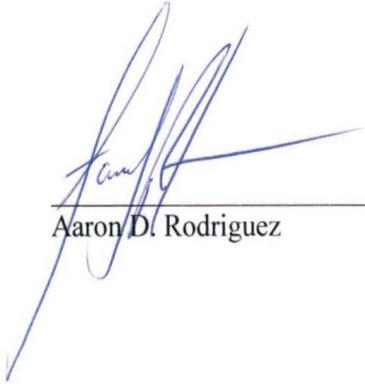
VOL. 52 PAGE 796

AARON D. RODRIGUEZ

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

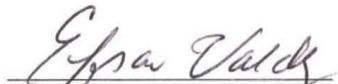
ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of NOVEMBER 2018.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 12th day of December, 2018



Efrain Valdez, County Judge



Val Verde County, TX

Detail Report Account Summary

Date Range: 11/01/2018 - 11/30/2018

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
1111-1111-00-11020	Cash - Del Rio Bank & Trust Westexan	2,469,185.42	4,461,761.13	9,349,207.89	4,887,446.76	6,930,946.55
1111-1111-00-11030	Cash - Texpool	1,142.49	0.00	0.00	0.00	1,142.49
1111-1111-00-11040	Cash - General Fund Texpool 2	1,280.42	0.00	0.00	0.00	1,280.42
1111-1111-00-11060	Cash - Hot Tax	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1111 - General Fund:	2,471,608.33	4,461,761.13	9,349,207.89	4,887,446.76	6,933,369.46
Fund: 1133 - SL 179						
1133-1111-00-11160	Cash - SL79	155,100.70	20.39	20.39	0.00	155,121.09
	Total Fund: 1133 - SL 179:	155,100.70	20.39	20.39	0.00	155,121.09
Fund: 1134 - Library Construction						
1134-1111-00-21115	Cash - Library Construction	206,080.14	0.00	0.00	0.00	206,080.14
	Total Fund: 1134 - Library Construction:	206,080.14	0.00	0.00	0.00	206,080.14
Fund: 1166 - SF Pastures						
1166-1111-00-11150	Cash - San Felipe Pastures	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1166 - SF Pastures:	0.00	0.00	0.00	0.00	0.00
Fund: 1177 - Tax Note 2013						
1177-1111-00-11000	Cash - 2013 Tax Note	31,148.59	-45.03	4.09	49.12	31,103.56
	Total Fund: 1177 - Tax Note 2013:	31,148.59	-45.03	4.09	49.12	31,103.56
Fund: 1178 - Tax Note 2016						
1178-1111-00-11000	Cash - 2016 Tax Note	796,028.37	-5,802.92	107.08	5,910.00	790,225.45
	Total Fund: 1178 - Tax Note 2016:	796,028.37	-5,802.92	107.08	5,910.00	790,225.45
Fund: 1222 - Balance Road & Bridge						
1222-2222-00-11130	Cash - Road & Bridge Fund - Texas Community Bank	56,303.31	197,272.60	340,306.67	143,034.07	253,575.91
1222-2222-00-11140	Cash - Road & Bridge Texpool	824.04	0.00	0.00	0.00	824.04
	Total Fund: 1222 - Balance Road & Bridge:	57,127.35	197,272.60	340,306.67	143,034.07	254,399.95
Fund: 1333 - Interest & Sinking						
1333-3333-00-11070	Cash - Interest & Sinking Fund Bank & Trust	15,687.88	1.93	1.93	0.00	15,689.81
1333-3333-00-11071	Cash - Interest and Sinking Bank Trust Money M	0.00	0.00	0.00	0.00	0.00
1333-3333-00-11080	Cash - Interest & Sinking Fund Texas Community	515,731.68	351,576.66	351,576.66	0.00	867,308.34
1333-3333-00-11090	Cash - Interest & Sinking Fund Texpool	4,249.07	0.00	0.00	0.00	4,249.07
1333-3333-00-11200	Cash - Interest & Sinking Fund CD	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	535,668.63	351,578.59	351,578.59	0.00	887,247.22
Fund: 1444 - Payroll Clearing County						
1444-4444-00-11110	Cash - Payroll Clearing Bank & Trust	923,944.55	134,284.64	1,410,340.19	1,276,055.55	1,058,229.19

Detail Report

Date Range: 11/01/2018 - 11/30/2018

Account Name

Beginning Balance Total Activity Total Debits Total Credits Ending Balance

Fund: 1555 - Law Library

1555-1111-00-11170

Total Fund: 1444 - Payroll Clearing County: 923,944.55 134,284.64 1,410,340.19 1,276,055.55 1,058,229.19

Total Fund: 1555 - Law Library: 0.00 0.00 0.00 0.00 0.00

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<u>2666-6666-00-21000</u>	Cash - Texas Community Bank Law Library	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21015</u>	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21020</u>	Cash - Help America Vote Act	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21030</u>	Cash - HIDTA Amistad Intell 2017	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21040</u>	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21050</u>	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21060</u>	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21070</u>	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21080</u>	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21090</u>	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21100</u>	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21110</u>	Cash - Indigent Defense Grant	0.00	9,488.50	18,977.00	9,488.50	9,488.50
<u>2666-6666-00-21120</u>	Cash - Local Border Security 2995203	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21130</u>	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21131</u>	Cash - Local Border Security 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21132</u>	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21137</u>	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21138</u>	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
<u>2666-6666-00-21140</u>	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21150</u>	Cash - Office of Justice Bullet Proof Vest	-15,123.81	0.00	0.00	0.00	-15,123.81
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	37,445.78	-2,987.78	0.00	2,987.78	34,458.00
<u>2666-6666-00-21170</u>	Cash - Stonegarden 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21180</u>	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21190</u>	Cash - Border Prosecution 2537707	17,746.89	-17,746.89	3,063.76	20,810.65	0.00
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21192</u>	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21200</u>	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21210</u>	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21215</u>	Cash - T.D.H.C.A. #7214013	-700.00	0.00	0.00	0.00	-700.00
<u>2666-6666-00-21220</u>	Cash - T.C.D.B.G. #713076	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21230</u>	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21240</u>	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21245</u>	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21253</u>	Cash - DWI/Drug Court	-33.32	0.00	0.00	0.00	-33.32

Detail Report

Date Range: 11/01/2018 - 11/30/2018

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21254	Cash - T.C.D.B.G. #7215499	0.40	0.00	0.00	0.00	0.40
2666-6666-00-21260	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21270	Cash - Texas Depart of Transportation Frontera Road	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21280	Cash - Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21290	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21296	Cash - Tx Dept Trans Infrastructure	-7,462.42	-105.24	0.00	105.24	-7,567.66
2666-6666-00-21298	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
2666-6666-00-21300	Cash - Non Reportable Grants	27,920.06	-2,676.00	31,874.60	34,550.60	25,244.06
2666-6666-00-21310	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21311	Cash - T.C.D.B.G #7216075	-863.24	-1,270.39	0.00	1,270.39	-2,133.63
2666-6666-00-21312	Cash - NIBRS 3200601	0.00	0.00	0.00	0.00	0.00
Fund: 4121 - Val Verde County Auditors Special Account		1,910,930.37	-15,297.80	53,915.36	69,213.16	1,895,632.57
4121-1400-00-41000	Cash - County Auditor Special Account	24,552.75	-9,486.27	60,105.21	69,591.48	15,066.48
Total Fund: 4121 - Val Verde County Auditors Special Account:		24,552.75	-9,486.27	60,105.21	69,591.48	15,066.48
Fund: 4145 - Security Fees						
4145-1111-00-41080	Cash - Court House Security Fee	158,430.72	-158,430.72	0.00	158,430.72	0.00
Total Fund: 4145 - Security Fees:		158,430.72	-158,430.72	0.00	158,430.72	0.00
Grand Totals:		7,270,620.50	4,955,854.61	11,565,585.47	6,609,730.86	12,226,475.11

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	2,471,608.33	4,461,761.13	9,349,207.89	4,887,446.76	6,933,369.46
1133 - SL 179	155,100.70	20.39	20.39	0.00	155,121.09
1134 - Library Construction	206,080.14	0.00	0.00	0.00	206,080.14
1166 - SF Pastures	0.00	0.00	0.00	0.00	0.00
1177 - Tax Note 2013	31,148.59	-45.03	4.09	49.12	31,103.56
1178 - Tax Note 2016	796,028.37	-5,802.92	107.08	5,910.00	790,225.45
1222 - Balance Road & Bridge	57,127.35	197,272.60	340,306.67	143,034.07	254,399.95
1333 - Interest & Sinking	535,668.63	351,578.59	351,578.59	0.00	887,247.22
1444 - Payroll Clearing County	923,944.55	134,284.64	1,410,340.19	1,276,055.55	1,058,229.19
1555 - Law Library	0.00	0.00	0.00	0.00	0.00
2666 - Grants	1,910,930.37	-15,297.80	53,915.36	69,213.16	1,895,632.57
4121 - Val Verde County Auditors Special	24,552.75	-9,486.27	60,105.21	69,591.48	15,066.48
4145 - Security Fees	158,430.72	-158,430.72	0.00	158,430.72	0.00
Grand Total:	7,270,620.50	4,955,854.61	11,565,585.47	6,609,730.86	12,226,475.11

FUNDS FOR THE MONTH OF NOVEMBER 2018						
	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE	
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	147,449.39	0.00	18.38	12,214.40	\$135,253.37	
TAX COLLECTORS / VIT ESCROW ACCOUNT	239,129.43	0.00	62.89		\$239,192.32	
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	8,541,746.69	11,171,180.12	2,656.13	17,260,047.39	\$2,455,535.55	
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	525,276.73	799,903.49	67.37	819,365.35	\$505,882.24	
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	16,665.21	0.00	2.12	0.00	\$16,667.33	
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	346,760.75	0.00	116.85	0.00	\$346,877.60	
COUNTY CLERK RECORD ARCHIVE FUND	168,157.40	0.00	56.67	0.00	\$168,214.07	
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	7,334.99	5,830.36	0.00	0.00	\$13,165.35	
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	1,067.41	0.00	0.00	0.00	\$1,067.41	
DISTRICT CLERK- COURT COST ACCOUNT	374,689.34	13,647.38	0.00	56,884.86	\$331,451.86	
DISTRICT CLERK- REGISTRY FUND	656,590.91	960.00	0.00	460.00	\$657,090.91	
DISTRICT CLERK-RECORD ARCHIVE FUND (Closed)						
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	\$65,027.55	
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	\$71,586.56	
BAIL SECURITY	38,590.01		16.92		\$38,606.93	
WELFARE FUND - COUNTY JUDGE	16,710.26	95.00	7.11	0.00	\$16,812.37	
TOTAL					\$5,062,431.42	

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



Pool Information

Location: 78328
Val Verde County

TexPool

Average Monthly rate for November	2.2030%
Average Monthly Dividend Factor for November	0.000060356
Information as of	December 9, 2018
Daily Net Yield	2.2459%
Dividend Factor	0.000061532
7 Day Net Yield	2.24%
Daily Assets	\$16,884,404,575.92
Weighted Average Maturity	28 days
Weighted Average Life	92 days
NAV	0.99989

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

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

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

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

ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 2331000001					
	Acct Name: GENERAL FUND #1					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/18					\$1,140.31
MONTHLY INTEREST	10/31/18	10/31/18	\$1.00	\$2.17		\$1,142.48
MONTHLY INTEREST	11/30/18	11/30/18	\$1.00	\$2.10		\$1,144.58
MONTHLY INTEREST	12/31/18					
MONTHLY INTEREST	01/31/19					
MONTHLY INTEREST	2/28/2019					
MONTHLY INTEREST	03/31/19					
MONTHLY INTEREST	04/30/19					
MONTHLY INTEREST	05/31/19					
MONTHLY INTEREST	06/30/19					
MONTHLY INTEREST	07/31/19					
MONTHLY INTEREST	08/31/19					
MONTHLY INTEREST	09/30/19					
ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 2331000002					
	Acct Name: GENERAL FUND #2					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/18					\$1,278.09
MONTHLY INTEREST	10/31/18	10/31/18	\$1.00	\$2.34		\$1,280.43
MONTHLY INTEREST	11/30/18	11/30/18	\$1.00	\$2.40		\$1,282.83
MONTHLY INTEREST	12/31/18					
MONTHLY INTEREST	01/31/19					
MONTHLY INTEREST	02/28/19					
MONTHLY INTEREST	03/31/19					
MONTHLY INTEREST	04/30/19					
MONTHLY INTEREST	05/31/19					
MONTHLY INTEREST	06/30/19					
MONTHLY INTEREST	07/31/19					
MONTHLY INTEREST	08/31/19					
MONTHLY INTEREST	09/30/19					

ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 2331000003					
	Acct Name: ROAD & BRIDGE FUND					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/18					\$822.49
MONTHLY INTEREST	10/31/18	10/31/18	\$1.00	\$1.55		\$824.04
MONTHLY INTEREST	11/30/18	11/30/18	\$1.00	\$1.50		\$825.54
MONTHLY INTEREST	12/31/18					
MONTHLY INTEREST	01/31/19					
MONTHLY INTEREST	02/28/19					
MONTHLY INTEREST	03/31/19					
MONTHLY INTEREST	04/30/19					
MONTHLY INTEREST	05/31/19					
MONTHLY INTEREST	06/30/19					
MONTHLY INTEREST	07/31/19					
MONTHLY INTEREST	08/31/19					
MONTHLY INTEREST	09/30/19					
ACCOUNT HISTORY REPORT						
	Location: 78328					
	Acct Nbr: 2331000004					
	Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND					
	Name: VAL VERDE COUNTY					
	Pool Name: TEXPOOL					
	Pool Nbr: 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/18					\$4,241.32
MONTHLY INTEREST	10/31/18	10/31/18	\$1.00	\$7.75		\$4,249.07
MONTHLY INTEREST	11/30/18	11/30/18	\$1.00	\$7.74		\$4,256.81
MONTHLY INTEREST	12/31/18					
MONTHLY INTEREST	01/31/19					
MONTHLY INTEREST	02/28/19					
MONTHLY INTEREST	03/31/19					
MONTHLY INTEREST	04/30/19					
MONTHLY INTEREST	05/31/19					
MONTHLY INTEREST	06/30/19					
MONTHLY INTEREST	07/31/19					
MONTHLY INTEREST	08/31/19					
MONTHLY INTEREST	09/30/19					

VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that December 12th, 2018 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for NOVEMBER 2018, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 12th day of December, 2018.



HONORABLE EFRAIN VALDEZ
COUNTY JUDGE



HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1



HONORABLE LEWIS OWENS
COUNTY COMMISSIONER, PCT. 2

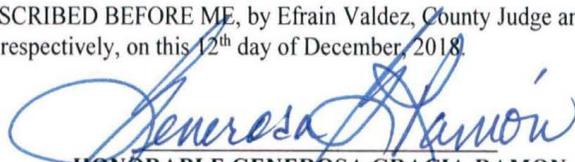


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3



HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 12th day of December, 2018.


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK



Designs By Happy Balloons

39

2211

Contract for Services

PO 56874

This is a contract entered into between Designs By Happy Balloons (the "Provider") located at 510 Veterans Blvd., Del Rio, Texas 78840 and Val Verde County, a political subdivision of the State of Texas located at 400 Pecan Street, Del Rio, Texas. The cost of services is \$7,000.00

Val Verde County hereby engages the Provider to provide the services of party planning for the Annual Employee Appreciation Party scheduled for December 14, 2018. The services consist of decorations, set up, picture booth, back drops, center pieces, place settings, catering of food, drinks, wait staff, clean up and related services and items. Services shall be provided at the Del Rio Civic Center at 1915 Veterans Blvd, Del Rio, Texas 78840, set up to be ready no later than 6:00 p.m.

Val Verde County has paid the "Provider" a deposit of \$500 on 10-31-18.

The remaining balance will be paid as follows: \$4,875.00 will be paid on December 12, 2018; \$1,625.00 will be paid on or before December 29, 2018.

This Contract shall become effective on December 12, 2018 when approved by the Val Verde County Commissioners Court.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

Efrain Vaidez
Hon. Efrain V. Vaidez
Val Verde County Judge
Date: _____

Jonica L. Shaw (Happy Balloons)
Printed Name: _____
Designs by Happy Balloons
Date: DEC 15 - 2018





VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

#40

To: Efrain Valdez, County Judge
From: Juanita Barrera, HR Director
Date: December 5, 2018
Subject: **AGENDA ITEMS FOR DECEMBER 2018**

Listed below are several personnel matters which need to be part of the upcoming December agenda for HR reporting period from November 29, 2018 through December 12, 2018.

- A. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Briana Robles, Receptionist with a salary of \$22,072.05, effective December 3, 2018. Ms. Robles is replacing Teresa Parrack who was terminated.
- B. Joe Frank Martinez, Sheriff, requesting to stop the issuance of checks to Rosalinda Zuniga, Clerk, effective December 7, 2018. Ms. Zuniga is retiring.
- C. Generosa Ramon, County Clerk requesting the issuance of checks to Bertha Benoit, Deputy Clerk III, with a salary of \$26,342.40, effective December 3, 2018. Ms. Benoit is replacing Wilma Arredondo who retired.
- D. Emily Grant, County Agent, requesting the issuance of checks to Jose Ponce, Maintenance Worker, with a salary of \$22,072.05, effective December 4, 2018. Mr. Ponce is replacing Roberto Salazar who was terminated.
- E. Ramiro Barrera, IT Director, requesting the issuance of checks to Miguel Constancio, IT Technician, with an hourly rate of \$14.00, effective December 6, 2018. Mr. Constancio is filling in a newly created position on a temporary basis.
- F. Jerry Rust, Fire Chief, requesting the issuance of checks to George Vargas, Part-Time Fire Fighter, with an hourly rate of \$14.71, effective December 6, 2018. Mr. Vargas is filling in a newly created position on a part-time basis.
- G. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Joe Jackson, Driver, with a salary of \$22,072.05, effective December 10, 2018. Mr. Jackson is replacing Alan Rodriguez who resigned. Mr. Jackson will transfer from Pct. 4.