



**COMMISSIONERS COURT MINUTES**  
**July 13<sup>TH</sup> REGULAR TERM, A.D. 2015**

**1. CALL TO ORDER**

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

**BE IT REMEMBERED** that on this the 13th day of JULY A.D. 2015 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Ramiro V. Ramon, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.
4. Approval of minutes from previous meetings

June 8, 2015:                      Corrections \_\_\_\_ Changes \_\_\_\_ Addition

\_\_\_\_\_

\_\_\_\_\_

**ORDER**  
**15-239**

MOTION	2 ND	AMEND	AMENDMENTS/ NOTES	ACCEPT	AYES	NOES	ABST
R	N		TABLED		R,O,N,F		

**5. CITIZENS' COMMENTS:**

1. Mr. Jerry Simpton, regarding the hiring of legal counsel for water average flow of San Felipe Springs (Agenda Item #22).
2. Sandra Fuentes with Border Organization in support of the hiring of legal counsel to represent the County (Agenda Item #22).
3. \_\_\_\_\_
4. \_\_\_\_\_

**MOTION KEY:**

EFRAIN V VALDEZ - EVV  
COMM RAMON - R  
COMM OWENS - O  
COMM NETTLETON - N  
COMM FLORES - F

**QUORUM**

COUNTY JUDGE  
 KH \_\_\_\_\_ Judge's Staff  
 EP \_\_\_\_\_ Judge's Staff  
 COMM. PRCT No.1  
 COMM. PRCT No.2  
 COMM. PRCT No.3  
 COMM. PRCT No.4

**ATTENDING**

**COUNTY STAFF/DEPTS**

COUNTY ATTY  
 SS \_\_\_\_\_ COUNTY ATTY STAFF  
 DM \_\_\_\_\_ COUNTY ATTY STAFF  
 DISTRICT CLERK  
 IT  
 SHERIFF  
\_\_\_\_\_ SHERIFF'S STAFF  
 AUDITOR  
 TREASURER  
 PURCHASING  
 HR  
\_\_\_\_\_ TAX COLLECTOR  
 RISK MGMT  
 FIRE DEPT  
 EMERGENCY MGMT  
\_\_\_\_\_ JP No.1  
 JP No.2  
 JP No.3  
 JP No.4

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

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

**Efrain V. Valdez, County Judge**

6. Discussion and possible action on applying for Texas Military Preparedness Grant.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-240	N	F		Approve to apply for State Grant application w/ City of Del Rio, once grant is approved, then it needs to come back to Court to identify project.		N,F,O,R		

*Note: No info handout for the minutes.*

7. Discussion and possible action on applying for Hazard Mitigation Grant Program.

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-241	O	N		Motion to Apply for grant.		R,O,F,N		
ORDER 15-242	N	O		Table: 25% match by Val Verde County until grant is approved.		R,O,F,N		

*Note: Roland Garza, Emergency Management, explained the current Hazard Mitigation Plan to the Court. No copy for minutes.*

**Linebarger Goggan Blair & Sampson, LLP**

8. A request that this Commissioners' Court enter an Order pursuant to §34.05(i) of the *Texas Property Tax Code*, to the successful bidder through the seal bid process a certain property previously struck off to Val Verde County, Trustee, pursuant to §34.01 (c) of the *Texas Property Tax Code* for delinquent ad valorem taxes owed to Val Verde County, City of Del Rio, and/or San Felipe Del Rio Consolidated Independent School District.

28890 Val Verde County, et al vs. Corina Lopez, et al

LOT 2 BLOCK "X" OF THE SOUTH SECOND RAILROAD ADDITION TO THE CITY OF DEL RIO SITUATED IN VAL VERDE COUNTY TEXAS ACCORDING TO THE DEED THEREOF RECORDED IN VOLUME 146 PAGES 622-623 OF THE DEED RECORDS OF VAL VERDE COUNTY TEXAS; ACCOUNT NO. 26561 (5950-0240-0020)

ORDER	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
15-243	F	N		Put up for the next foreclosure sale.		R,O,N,F		

*Note: Copy of presentation was provided for the minutes and included herein.*

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

**Will Gudeman, Self-Help Center**

9. Informational Progress Report by Equity Community Development Corporation on the Colonia Self-Help Center Program

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER			Report only.				
15-244			Copy provided for Minutes.				

10. Discussion, action and possible approval of payment to Amistad Manufactured Homes, LLC, in the amount of \$131,006.70 for the manufacture and delivery of three Manufactured Housing Units.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER	N	O	Approve and pay out of contingency. Refund				
15-245			Contingency when grant received.				
		N	Auditor will pay 2 now & 1 when final delivery	O	N,O,F	R	
			Is made and install is completed.				

*Note: Copy of report submitted to Court and for minutes.*

*Note: The Court took 10 minute break.*

**Ramiro V. Ramon, County Commissioner Pct. 1**

11. Consider and Act upon bids for TxCDBG 713076 STEP project (Materials Only) and authorize County Judge to sign contract upon review by County Attorney.

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER			Esser presented 3 bids received for 31,000 ft. from				
15-246			Ferguson, Morrison Supply & HD Supply Waterworks.				
	N	R	Accept lowest bid--- Ferguson for \$265,188.38.		F,O,R		
			Proposed change orders to be considered separately.				

*Note: Bid tabulation Info Sheet provided for the minutes.*

12. Consider and Act upon bids for TxCDBG 713479 and TxCDBG 713125 and authorize County Judge to sign contract upon review by County Attorney

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
ORDER			3 Bids Received: TTE, LLC; Stock & Spiess Co., Inc.				
15-247	R	O	Approve bid to TTE, LLC		F,O,R	N	
			For proposed change orders 1,2 & 3				

*Note: Bid tabulation Info Sheet provided for the minutes.*

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES – F

13. Discussion and possible action on allowing Esperanza Calderon Jones to use the Val Verde County Library to consult with clients. Ms. Calderon Jones is a Speech Pathologist who is self-employed and will be serving her clients for a fee.

ORDER 15-248	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	R	N		Motion to send cease and desist letter from County Judge's Office to Esperanza Calderon Jones to stop conducting private, for profit business in the County Public Library.		N,F,O,R		

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

14. Discussion and possible action on the use of PCT.2 van by Houston Dobbins, Val Verde County Agent.

ORDER 15-249	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	F		Approved.		N,F,O,R		

15. Discussion and possible action on Val Verde County Appraisal District budget.

ORDER 15-250	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	N		Table until after Executive Session.		N,F,O,R		

ORDER 15-251	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	N		Judge to request District to make presentation.		N,F,O,R		

16. Discussion and possible action on paying out of the cycle roof repairs to the County Attorney's office.

ORDER 15-252	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	F		Approve cost of \$6,500.00 for roof repairs.		N,F,O,R		

17. Discussion and possible action on the use of fields on Garza lane by traveling tournaments. (July 18, 2015)

ORDER 15-253	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	F		APPROVED.		N,F,O,R		

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

18. Discussion and possible action to use funds from PCT. 2 Capital Outlay to purchase equipment and pay out of cycle.

<b>ORDER</b> 15-254	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	F	O		Approve purchase and pay out of cycle.		N,F,O,R		

19. Discussion and possible action on Capital outlay for Parks department.

<b>ORDER</b> 15-255	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	R		TABLED.		N,F,O,R		

20. Discussion and possible action on a joint project between the City of Del Rio and Val Verde County.

<b>ORDER</b> N/A	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NO	ABST
				Discussion Only---No action taken.				

Note: Agenda Item #37 and #38 were discussed by the Court at this time in the meeting. (See Agenda Items #37 and #38.)

**Robert Beau Nettleton, County Commissioner Pct. 3**

21. Discussion and possible action on copy machine leases.

<b>ORDER</b> 15-256	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	R		Motion that no new copiers be leased or purchased without court approval until a plan can be presented and approved by the Court.		N,F,O,R		

22. Discussion and possible action on contract with Bickerstaff Health Delgado to assist with DFC for 2015-2016. (This Agenda Item was discussed at Agenda #5; Citizens Comments)

<b>ORDER</b> 15-257	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	N	R		Motion to table until after Executive Session.		N,F,O,R		
	O	R		Motion to discuss contract at September Regular Court meeting.		N,F,O,R		

Note: The Court than took up Agenda Item #6.

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

23. Discussion and possible action on DE- annexation fairgrounds.

ORDER  
15-258

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion authorizing the Judge to send letter to the City of Del Rio requesting de-annexation of the County fairgrounds.		N,F,O,R		

24. Discussion and possible action on county pay scale.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			REPORT ONLY.				

25. Discussion and possible action on Second International Bridge.

ORDER  
15-259

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to authorize the County Judge to send a letter to the City of Del Rio requesting a refund of the \$225,000 County payment for feasibility study of the Second International Bridge.		N,F,O,R		

Note: Agenda Items #37 and #38 were discussed at this time in the meeting. (See Item #37 & #38)

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

26. Amend budget- Transfer money from Paving Budget to Capital Outlay to purchase equipment.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
F	None		Motion to transfer \$50,000 from paving to capital outlay		n/a	n/a	n/a
			Motion did not receive a second.				
			*Note: See Agenda Item #36.				

**Ana Markowski Smith, County Attorney**

27. Requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding pending litigation; Cause No. 28,049; Jay Miller & Sundown Inc. vs. Val Verde County and possible action in open session thereafter.

ORDER  
15-260

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Authorized County Attorney and Commissioner Owens to negotiate with Jay Miller Construction.		N,F,O,R		

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

28. Requesting Executive Session pursuant to Texas Government Code §551.071(1) (A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION TAKEN				

29. Requesting Executive Session pursuant to Texas Government Code §551.071(1) (B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION TAKEN				

30. Requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION TAKEN				

31. Requesting Executive Session pursuant to Texas Government Code §1551.072, regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION TAKEN				

EXECUTIVE SESSION:  §551.071(1) (A)  §551.071(1) (A)  §551.071(2)  §551.071(1) (B)  §551.072   
 OTHER  §551.073 / §551.074 (A) (1)  BEGAN @ 11:29 AM ENDED @ 12:20 PM BREAK @ \_\_\_\_\_ RESUMED @ \_\_\_\_\_ ACTION AFTER EX: \_\_\_\_\_

**Jerry Rust, Fire Chief**

32. Discussion and possible action on applying for 100% grant from the Texas Forest Services for a new training library that costs \$7,981.52.

ORDER  
15-261

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Approve training cost of \$7,861.95.		N,F,O,R		

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES – F

**Ramiro Barrera, IT Department**

33. Discussion and possible action on entering into an inter-local agreement with the City of Del Rio, for the purpose of placing utility poles to carry fiber optic cables for the County of Val Verde within existing rights of way of City of Del Rio streets.

ORDER 15-262	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	N		APPROVED.		N,F,O,R		

*Note: Inter-local Agreement provided for the minutes.*

34. Discussion and possible action on obtaining access to all approved Commissioners' Court minutes, for the purpose of posting on official county website.

ORDER 15-263	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCET	AYES	NOES	ABST
	R	N		Motion to authorize Ram Barrera to include the Agendas and Minutes from court meetings		R,N,O,F		
				unto Website as he requests them and				
				Include with attachments.				

*Note: Survey Questionnaire presented to Court was provided for the minutes.*

35. Discussion and possible action on relocating County file server.

ORDER 15-264	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	R	O		Motion to authorize Ramiro Barrera unrestricted	R,N,O,F			
				access to computer servers currently located in the				
				County Clerk's Office. If IT budget later permits for costs to move, Court may reconsider.				

**Frank L. Lowe, County Auditor**

36. Discuss and possible action on Budget Amendments for 2014-2015.

ORDER N/A	MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
	O	None		Approve as presented. Motion did not get a 2 <sup>nd</sup> .		N/A	N/A	N/A
15-265	O	N		Approve as presented except for Judge Cole's item.		N,F,O,R		
15-266	N	O		Motion to approve Precinct #3's transfer \$3,300.00 from salaries to travel and training.		N,F,O,R		
15-267	N	R		Motion to approve budget amendment request by Prct. 4 to transfer \$26,000 from paving to contingency and \$24,000 from paving to Capital Outlay line item in Prct. 4 budget and pay out of cycle. (See Agenda Item #26)		N,F,O,R		

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

Note: The following Agenda Items were taken up by the Court after Agenda Item #20.

**Joe Frank Martinez, County Sheriff**

37. Sheriff Joe Frank Martinez is requesting ratification of a Service Agreement between Morpho Trust USA, LLC and the Val Verde Sheriff's Office. This agreement is a renewal; which was originally approved by Commissioners Court on April 8, 2013.

**ORDER  
15-268**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		APPROVED –Discussed after Agenda Item #20.		N,F,O,R		

*Note: Morpho Trust Agreement provided for the minutes.*

38. Discussion and possible action authorizing Sheriff Joe Frank Martinez to add Custom and Border Protection as a rider to United States Marshalls Service's IGA with Val Verde County.

**ORDER  
15-269**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		APPROVED –Discussed at Agenda Item #20.		N,F,O,R		

*Note: Copy of letter provided for the minutes.*

*Note: The court returned to Agenda Item #26.*

**Rogelio R. Musquiz Jr. Purchasing**

39. Authorization request for capital outlay purchase by the following departments:

- A. Purchase of Office Furniture/HR department in the amount of \$505.00
- B. Purchase of Heavy Equipment/Pct. #3 in the approximate amount of \$6,200.00
- C. Purchase of Computer system/Purchasing Dept. in the approximate amount of \$1,400.00
- D. Purchase of Office Equipment/Risk Mgt. Dept. in the approximate amount of \$770.00
- E. Purchase of Heavy Equipment/Pct. #1 in the approximate amount of \$21,800.00.
- F. Purchase of Office Equipment/Library in the approximate amount of \$140.00.
- G. Purchase of Office Furniture/Purchasing Dept. in the approximate amount of \$2,600.00.

**ORDER  
15-270**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Approved as presented.		N,F,O,R		
			Commissioner Ramon clarified that on his item: \$1,800 would come from the Tax Note and \$20,000 would be from his capital outlay budget.				

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

40. Consider and act on authorizing the auction of surplus library books.

ORDER  
15-271

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Approved.		N,F,O,R		

41. Clarification to Order No. 14-273, RFP for External Auditing.

ORDER  
15-272

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Rescind Order #14-273 and authorize the Purchasing Agent to go out for annual audit to comply with external auditing procedures.		N,F,O,R		

*Note: Copy of Order #14-273 provided for the minutes.*

42. Review of current copier equipment leases and practices.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION.				

*Note: Copy of Copier Report provided for the minutes.*

43. Notification to the court and all departments in the county. The new financial and administrative system will require that each department designate two persons to create all online purchase requisitions. Please be prepared to attend training sessions as the schedule is announced.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Update report---2 employees per department/office will be trained on new system.				

44. Consider and act on authorizing payment to Amistad Consulting Services for the amount of \$3,100 for services rendered to Precinct #4.

ORDER  
15-273

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	F		Approved to be paid from Prct. 4 operating budget.		N,F,O,R		

*Note: Copy of invoice provided for the minutes.*

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

45. Authorization of payment to Del Rio News Herald for the amount of \$407.52 for publishing of notification by Dist. Clerk's office.

ORDER  
15-274

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Approved.		N,F,O,R		

Note: Copy of invoice provided for the minutes.

46. Authorization of payment to Picos for the amount of \$39.64 for fuel purchase by Lupe Puente. (Lost receipt)

ORDER  
15-275

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Approved.		N,F,O,R		

Note: Copy of invoice provided for the minutes.

47. Authorization of payment to card service center VISA for the auto renewal of DocuSign subscription by the County Court at Law in the amount of \$255.84.

ORDER  
15-276

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Approve.		N,F,O,R		

Note: Copy of invoice provided for the minutes.

Above listed purchases do not conform to adopted policy.

Note: The Court then returned to Agenda Item #7 to hear a report from Mr. Roland Garza, Emergency Mgmt. Coordinator.

**Steve Berg, Constable Pct. 3**

48. Discussion and possible action on repair of Motorola Mobile Radio.

ORDER  
15-277

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to approve repairs in the amount of \$417.00 for Constable Prct. 3 radio to be paid from Commissioner Prct. #3's operating budget.		N,F,R		O

Note: Letter of Request and estimate ice provided for the minutes.

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

**Roger Cerny, Health Inspector**

49. For discussion and possible action - To vacate McAllen Dr. a 50' unimproved right of way as shown on slide 303A of the plat records of Val Verde County as re-plat of Lots 24-37 BLK 1, and Lots 13-20 Block 2 of Amistad Heights 4<sup>th</sup> Filing to Feathers Addition Lot A & B

ORDER  
15-278

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to vacate McAllen Dr., a 50' unimproved right of way as shown on slide 303A of the plat records of Val Verde County as re-plat of Lots 24-37 BLK 1, and Lots 13-20 Block 2 of Amistad Heights 4 <sup>th</sup> filing to Feathers Addition Lot A & B.		N,F,O,R		

*Note: Copy of Order provided for the minutes.*

50. Purchase from capital outlay a HP LaserJet Enterprise M551dn color printer at a cost of \$768.07.

ORDER  
15-279

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		APPROVED.		N,F,O,R		

*Note: Information on proposed purchase provided for the minutes.*

51. Discussion and possible action to reduce deductible on property and content coverage with TAC

ORDER  
15-280

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to lower deductible to \$1,000.00 on Property and content coverage with TAC. This will cause an increase in premium.		N,F,O,R		

*Note: Copy of email on proposed changes and insurance coverage provided for the minutes.*

**George Sosa, Val Verde County Veterans Service Officer**

52. Request for transfer of funds from Office supplies to Travel \$500.00.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No Action---see Agenda Item #36.				

53. Listed below are several personnel matters which need to be part of the upcoming July agenda for HR reporting period from June 2, 2015 through July 8, 2015.

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

- A. Jo Ann Cervantes, District Clerk, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Vanessa Payne, Deputy Clerk I, with an annual salary of \$19,000.00 effective June 29, 2015. Ms. Payne is replacing Jasmin Chapa who has resigned.
- B. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Juan Delgado, Cadet, with an annual salary of \$30,000.00 effective June 15, 2015. Mr. Delgado is filling in a new position.
- C. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Demetrio Martinez, Cadet, with an annual salary of \$30,000.00 effective June 15, 2015. Mr. Martinez is replacing Orlando Venegas who has resigned.
- D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Mario Vargas, Cadet effective June 22, 2015. Mr. Vargas is replacing Sergio Mendoza who was promoted from Deputy to Sergeant.
- E. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Sergio Mendoza who was promoted to Sergeant of Patrol with an annual salary of \$34,000.00 effective June 19, 2015. Mr. Mendoza is replacing Aurora Love who was terminated.
- F. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Lorena Sandoval who was promoted to Background Investigator with an annual salary of \$37,616.12 effective June 4, 2015. Ms. Sandoval is replacing Roxanna Trevino who has resigned.
- G. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Marcos Zambrano, Deputy Sheriff effective June 24, 2015. Mr. Zambrano has resigned.
- H. Beatrice Munoz, Tax Assessor/ Collector, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Sylvia Guzman, Traffic Deputy Clerk I, with an annual salary of \$19,000.00 effective June 8, 2015. Ms. Guzman is replacing Maricela Marines who has resigned.
- I. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Ruth Weeks, Deputy Clerk I with an annual salary of \$19,000.00 effective June 15, 2015. Ms. Weeks is replacing Lisa Vasquez who has resigned.
- J. Juanita Barrera, HR/Interim Library Director, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Elizabeth Martinez, Part Time weekend Librarian effective June 28, 2015. Ms. Martinez has resigned.
- K. Juanita Barrera, HR/Interim Library Director requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Erika Ybarra, PT Librarian with an hourly pay rate of \$7.25 effective July 13, 2015. Ms. Ybarra is replacing Joanna Guajardo who was promoted to Librarian I.

MOTION/VOTE KEY: JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

- L. Juanita Barrera, HR/Interim Library Director requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Jesus Alderete, Temporary Part Time Summer Librarian with an hourly pay rate of \$7.25 effective June 10, 2015. Mr. Alderete is filling in a vacant position.
- M. Juanita Barrera, HR/Interim Library Director requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Graciela Davila, Part Time weekend Librarian with an hourly pay rate of \$7.25 effective June 30, 2015. Ms. Davila is replacing Elizabeth Martinez who has resigned.
- N. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Fermin Cardona, Maintenance/Electrician effective June 19, 2015. Mr. Cardona has resigned.
- O. Frank Lowe, County Auditor, requesting to stop issuing checks to Melissa Vasquez, 4<sup>th</sup> Assistant Auditor effective June 11, 2015. Ms. Vasquez was terminated.
- P. Frank Lowe, County Auditor, requesting start issuing checks to Nancy Gamez, 4<sup>th</sup> Assistant Auditor with an annual salary of \$25,000.00 effective July 13, 2015. Ms. Gamez is replacing Melissa Vasquez who was terminated.
- Q. Gustavo Flores, Commissioner Pct. 4, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Gilberto Macias, Foreman effective July 6, 2015. Mr. Macias has been terminated.
- R. Efrain Valdez, County Judge, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Robin Flory, County Librarian with an annual salary of \$48,000.00 effective July 20, 2015. Ms. Flory is replacing Christopher Kuechmann who was terminated.
- S. Enrique Fernandez, 63<sup>rd</sup> District Judge requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to John Price, Court Reporter effective June 30, 2015. Mr. Price has retired

ORDER  
15-281

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		APPROVED AS PRESENTED.		N,F,O,R		

**Aaron Rodriguez, County Treasurer**

54. Monthly Treasurer's Report

ORDER  
15-282

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Approve as presented.		N,F,O,R		

*Note: Copy of report provided for the minutes and included herein.*

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

**Executive Session**

55. Pursuant to Texas Government Code §551.071 (2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter

ORDER  
N/A

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	SUBMIT	AYES	NOES	ABST
			No action taken---see Agenda Item #27.				

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

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

56. Approving Subdivision plats.

ORDER  
15-283

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	SUBMIT	AYES	NOES	ABST
N	F		Final plat- K-Bar Ranch LTD		N,F,O,R		

57. Certificate of compliance.

ORDER  
N/A

MOTION	2 ND	AMEND	NOTES:	ACCEPT	AYES	NOES	ABST
			NONE PRESENTED.				

58. Approving monthly reports from elected officials.

ORDER  
15-284

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		APPROVED AS PRESENTED.		N,F,O,R		

59. Approving bills for payment.

		NOTES	AMOUNT	HOLD	REMOVE
INCLUDING		Self-Help Center 4 <sup>th</sup> mobile home	\$44,000.00		
		Reimbursement of gas expense for			
		Pancho De Hoyos	\$19.79		
EXCLUDING		NONE			

ORDER  
15-285

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		APPROVE WITH ADDITIONS ABOVE.		N,F,O,R		

**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

60. Elected official's comments: \_\_\_\_\_

61. Judge's Comments: \_\_\_\_\_

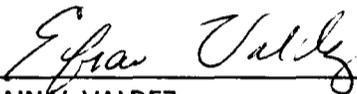
62. Adjourn

ORDER  
15-286

MOTION	2 ND	DATE/TIME	AYES	NOES	ABST
		July 13, 2015 @ 2 pm			

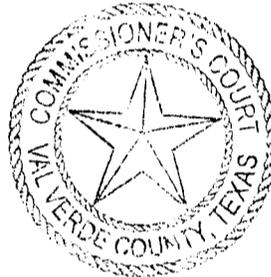
The foregoing, recorded in Volume 44, pages 768-859, inclusive, was on this the 14th day of SEPTEMBER A.D. 2015, read and is hereby **APPROVED**.

Respectfully submitted,

  
 EFRAIN V. VALDEZ  
 COUNTY JUDGE

ATTEST:

  
 GENEROSA GRACIA-RAMON  
 COUNTY CLERK



**MOTION/VOTE KEY:** JUDGE EFRAIN V VALDEZ – E V V; COMM RAMON – R; COMM OWENS – O; COMM NETTLETON – N; COMM FLORES - F

County of Val Verde



**Efrain V. Valdez**

County Judge

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

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

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

**July 13, 2015 at 9:00 AM**

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

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

**Efrain Valdez, County Judge**

6. Discussion and possible action on applying for Texas Military Preparedness Grant.
7. Discussion and possible action on applying for Hazard Mitigation Grant Program.

**Linebarger Goggan Blair & Sampson, LLP**

8. A request that this Commissioners' Court enter an Order pursuant to §34.05(i) of the *Texas Property Tax Code*, to the successful bidder through the seal bid process a certain property previously struck off to Val

Verde County, Trustee, pursuant to §34.01(c) of the *Texas Property Tax Code* for delinquent ad valorem taxes owed to Val Verde County, City of Del Rio, and/or San Felipe Del Rio Consolidated Independent School District.

28890 Val Verde County, et al vs. Corina Lopez, et al

LOT 2 BLOCK "X" OF THE SOUTH SECOND RAILROAD ADDITION TO THE CITY OF DEL RIO SITUATED IN VAL VERDE COUNTY TEXAS ACCORDING TO THE DEED THEREOF RECORDED IN VOLUME 146 PAGES 622-623 OF THE DEED RECORDS OF VAL VERDE COUNTY TEXAS; ACCOUNT NO. 26561 (5950-0240-0020)

**Will Gudeman, Self-Help Center**

9. Informational Progress Report by Equity Community Development Corporation on the Colonia Self-Help Center Program.
10. Discussion, action and possible approval of payment to Amistad Manufactured Homes, LLC, in the amount of \$131,006.70 for the manufacture and delivery of three Manufactured Housing Units.

**Ramiro V. Ramon, County Commissioner Pct. 1**

11. Consider and Act upon bids for TxCDBG 713076 STEP project (Materials Only) and authorize County Judge to sign contract upon review by County Attorney.
12. Consider and Act upon bids for TxCDBG 713479 and TxCDBG 713125 and authorize County Judge to sign contract upon review by County Attorney.
13. Discussion and possible action on allowing Esperanza Calderon Jones to use the Val Verde County Library to consult with clients. Ms. Calderon Jones is a Speech Pathologist who is self-employed and will be serving her clients for a fee.

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

14. Discussion and possible action on the use of PCT. 2 van by Houston Dobbins, Val Verde County Agent.
15. Discussion and possible action on Val Verde County Appraisal District budget.
16. Discussion and possible action on paying out of cycle roof repairs to the County Attorney's office.
17. Discussion and possible action on the use of fields on Garza lane by traveling tournaments. (July 18, 2015)
18. Discussion and possible action to use funds from PCT. 2 Capital Outlay to purchase equipment and pay out of cycle.
19. Discussion and possible action on Capital outlay for Parks department.
20. Discussion and possible action on a joint project between the City of Del Rio and Val Verde County.

**Robert Beau Nettleton, County Commissioner Pct. 3**

21. Discussion and possible action on copy machine leases.

P.O. Box 4250 • Del Rio, TX 78841

22. Discussion and possible action on contract with Bickerstaff Heath Delgado to assist with DFC for 2015-2016.
23. Discussion and possible action on DE- annexation fairgrounds.
24. Discussion and possible action on county pay scale.
25. Discussion and possible action on Second International Bridge.

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

26. Amend budget- Transfer money from Paving Budget to Capital Outlay to purchase equipment.

**Ana Markowski Smith, County Attorney**

27. Requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding pending litigation; Cause No. 28,049; Jay Miller & Sundown Inc. vs. Val Verde County and possible action in open session thereafter.
28. Requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
29. Requesting Executive Session pursuant to Texas Government Code §551.071(1)(B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.
30. Requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session
31. Requesting Executive Session pursuant to Texas Government Code §551.072, regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.

**Jerry Rust, Fire Chief**

32. Discussion and possible action on applying for 100% grant from the Texas Forest Service for a new training library that costs \$7,981.52.

**Ramiro Barrera, IT Department**

33. Discussion and possible action on entering into an interlocal agreement with the City of Del Rio, for the purpose of placing utility poles to carry fiber optic cables for the County of Val Verde within existing rights of way of City of Del Rio streets.
34. Discussion and possible action on obtaining access to all approved Commissioners' Court minutes, for the purpose of posting on official county website.
35. Discussion and possible action on relocating County file server.

**Frank L. Lowe, County Auditor**

36. Discussion and possible action on Budget Amendments for 2014-2015.

**Joe Frank Martinez, County Sheriff**

37. Sheriff Joe Frank Martinez is requesting ratification of a Service Agreement between Morpho Trust USA, LLC and the Val Verde Sheriff's Office. This agreement is a renewal; which was originally approved by Commissioners Court on April 8, 2013.

38. Discussion and possible action authorizing Sheriff Joe Frank Martinez to add Customs and Border Protection as a rider to the United States Marshals Service's IGA with Val Verde County.

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

39. Authorization request for capital outlay purchase by the following departments:

- A. Purchase of Office Furniture/HR department in the amount of \$505.00.
- B. Purchase of Heavy Equipment/Pct.#3 in the approximate amount of \$6,200.00.
- C. Purchase of Computer system/Purchasing Dept. in the approximate amount of \$1,400.00.
- D. Purchase of Office Equipment/Risk Mgt. Dept. in the approximate amount of \$770.00.
- E. Purchase of Heavy Equipment/Pct. #1 in the approximate amount of \$21,800.00.
- F. Purchase of Office Furniture/Library in the approximate amount of \$140.00.
- G. Purchase of Office Furniture/Purchasing Dept. in the approximate amount of \$2,600.00.

40. Consider and act on authorizing the auction of surplus library books.

41. Clarification to Order No. 14-273, RFP for External Auditing.

42. Review of current copier equipment leases and practices.

43. Notification to the court and all departments in the county. The new financial and administrative system will require that each department designate two persons to create all online purchase requisitions. Please be prepared to attend training sessions as the schedule is announced.

44. Consider and act on authorizing payment to Amistad Consulting Services for the amount of \$3,100 for services rendered to Precinct #4.

45. Authorization of payment to Del Rio News Herald for the amount of \$407.52 for publishing of notification by Dist. Clerk's office.

46. Authorization of payment to Picos for the amount of \$39.64 for fuel purchase by Lupe Puente. (Lost receipt)

47. Authorization of payment to card service center VISA for the auto renewal of DocuSign subscription by the County Court at Law in the amount of \$255.84.

Above listed purchases do not conform to adopted policy.

**Steve Berg, Constable Pct. 3**

48. Discussion and possible action on repair of Motorola Mobile Radio.

**Roger Cerny, Health Inspector**

49. For discussion and possible action – To vacate McAllen Dr. a 50' unimproved right of way as shown on slide 303A of the plat records of Val Verde County as re-plat of Lots 24-37 BLK 1, and Lots 13-20 Block 2 of Amistad Heights 4<sup>th</sup> Filing to Feathers Addition Lot A & B.

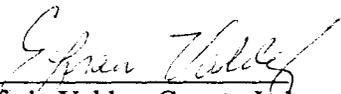
50. Purchase from capital outlay a HP LaserJet Enterprise M551dn color printer at a cost of \$768.07.

51. Discussion and possible action to reduce deductible on property and content coverage with TAC.

**George Sosa, Val Verde County Veterans Service Officer**

52. Request for transfer of funds from Office supplies to Travel \$500.00.

2015 JUL -9 PM 1:08  
TERESA GRACIA RAMON  
VAL VERDE COUNTY CLERK  
BY \_\_\_\_\_

  
Efrain Valdez, County Judge  
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Thursday July 9<sup>th</sup>, 2015 at 1:08 PM**

P.O. Box 4250 • Del Rio, TX 78841

**CERTIFICATION**

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 9<sup>th</sup> day of July, 2015 at 1:08 o'clock p. m. and recorded in the minutes of the Val Verde County Commissioner's Court.



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

*County of Val Verde*



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

P.O. Box 4250  
Del Rio, TX 78841  
Email: [evaldez@valverdecountry.org](mailto:evaldez@valverdecountry.org)

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

**ADDENDUM**

**VAL VERDE COUNTY COMMISSIONERS COURT**

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

**July 13, 2015 at 9:00 AM**

53. Listed below are several personnel matters which need to be part of the upcoming July agenda for HR reporting period from June 2, 2015 through July 8, 2015.
- A. Jo Ann Cervantes, District Clerk, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Vanessa Payne, Deputy Clerk I, with an annual salary of \$19,000.00 effective June 29, 2015. Ms. Payne is replacing Jasmin Chapa who has resigned.
  - B. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Juan Delgado, Cadet, with an annual salary of \$30,000.00 effective June 15, 2015. Mr. Delgado is filling in a new position.
  - C. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Demetrio Martinez, Cadet, with an annual salary of \$30,000.00 effective June 15, 2015. Mr. Martinez is replacing Orlando Venegas who has resigned.
  - D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Mario Vargas, Cadet effective June 22, 2015. Mr. Vargas is replacing Sergio Mendoza who was promoted from Deputy to Sergeant.
  - E. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Sergio Mendoza who was promoted to Sergeant of Patrol with an

annual salary of \$34,000.00 effective June 19, 2015. Mr. Mendoza is replacing Aurora Love who was terminated.

- F. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Lorena Sandoval who was promoted to Background Investigator with an annual salary of \$37,616.12 effective June 4, 2015. Ms. Sandoval is replacing Roxanna Trevino who has resigned.
- G. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Marcos Zambrano, Deputy Sheriff effective June 24, 2015. Mr. Zambrano has resigned.
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- J. Juanita Barrera, HR/Interim Library Director, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Elizabeth Martinez, Part Time weekend Librarian effective June 28, 2015. Ms. Martinez has resigned.
- K. Juanita Barrera, HR/Interim Library Director requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Erika Ybarra, PT Librarian with an hourly pay rate of \$7.25 effective July 13, 2015. Ms. Ybarra is replacing Joanna Guajardo who was promoted to Librarian I.
- L. Juanita Barrera, HR/Interim Library Director requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Jesus Alderete, Temporary Part Time Summer Librarian with an hourly pay rate of \$7.25 effective June 10, 2015. Mr. Alderete is filling in a vacant position.
- M. Juanita Barrera, HR/Interim Library Director requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Graciela Davila, Part Time weekend Librarian with an hourly pay rate of \$7.25 effective June 30, 2015. Ms. Davila is replacing Elizabeth Martinez who has resigned.

- N. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Fermin Cardona, Maintenance/Electrician effective June 19, 2015. Mr. Cardona has resigned.
- O. Frank Lowe, County Auditor, requesting to stop issuing checks to Melissa Vasquez, 4th Assistant Auditor effective June 11, 2015. Ms. Vasquez was terminated.
- P. Frank Lowe, County Auditor, requesting start issuing checks to Nancy Gamez, 4th Assistant Auditor with an annual salary of \$25,000.00 effective July 13, 2015. Ms. Gamez is replacing Melissa Vasquez who was terminated.
- Q. Gustavo Flores, Commissioner Pct. 4, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Gilberto Macias, Foreman effective July 6, 2015. Mr. Macias has been terminated.
- R. Efrain Valdez, County Judge, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Robin Flory, County Librarian with an annual salary of \$48,000.00 effective July 20, 2015. Ms. Flory is replacing Christopher Kuechmann who was terminated.
- S. Enrique Fernandez, 63rd District Judge, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to John Price, Court Reporter effective June 30, 2015. Mr. Price has retired.

**Aaron Rodriguez, County Treasurer**

54. Monthly Treasurer's Report

**Executive Sessions**

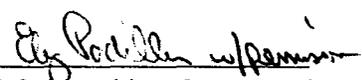
- 55. Pursuant to Texas Government Code §551.071 (2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

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

**Executive Session items that may result in action in open session thereafter;**

- 56. Approving Subdivision plats.
- 57. Certificate of compliance.
- 58. Approving monthly reports from elected officials.
- 59. Approving bills for payment.
- 60. Elected official's comments.
- 61. Judge's comments.
- 62. Adjourn.

FILED  
2015 JUL -9 PM 2:49  
GENERAL COUNCIL  
VAL VERDE COUNTY CLERK  
BY [Signature] DEPUTY

  
Efrain Valdez, County Judge  
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON:**  
Thursday July 9th, 2015 at 2:49 PM

P.O. Box 4250 • Del Rio, TX 78841

**CERTIFICATION**

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 9<sup>th</sup> day of July, 2015 at 2:49 o'clock p. m. and recorded in the minutes of the Val Verde County Commissioner's Court.



A handwritten signature in cursive script that reads "Generosa Gracia-Ramon".

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

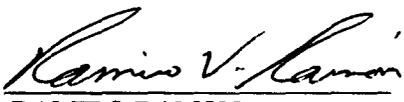
On this the 13<sup>th</sup> day of July, A.D., 2015, came to be considered a request that this Court enter an Order approving the private resale, pursuant to §34.05(i) of the Texas Property Tax Code, of certain real property previously struck off to Val Verde County, San Felipe Del Rio Consolidated Independent School District and/or City of Del Rio pursuant to §34.01(c) of the Texas Property Tax Code for delinquent ad valorem taxes. Upon motion duly made, the Court authorized the private resale and conveyance of title to Denas Properties per §34.05(i) of the Texas Property Tax Code for the Bid Amount of \$5,000.00 for a tax foreclosed property struck off in trust to Val Verde County, Trustee, this property is known as:

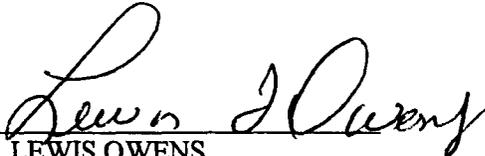
LOT 2 BLOCK "X" OF THE SOUTH SECOND RAILROAD ADDITION TO THE CITY OF DEL RIO SITUATED IN VAL VERDE COUNTY TEXAS ACCORDING TO THE DEED THEREOF RECORDED IN VOLUME 146 PAGES 622-623 OF THE DEED RECORDS OF VAL VERDE COUNTY TEXAS; ACCOUNT NO. 26561 (5950-0240-0020) Cause No. 28890).

THEREFORE, BE IT ORDERED that Val Verde County, after review of the information provided authorizes the conveyance of Title to Denas Properties, for \$5,000.00.

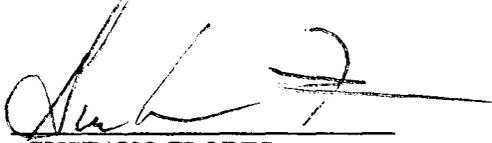
It is so ORDERED this 13<sup>th</sup> day of July 2015, A.D.

  
EFRAIN VALDEZ  
County Judge

  
RAMIRO RAMON  
Commissioner Precinct No.1

  
LEWIS OWENS  
Commissioner Precinct No.2

  
ROBERT BEAU NETTLETON  
Commissioner Precinct No.3

  
GUSTAVO FLORES  
Commissioner Precinct No.4

#8

A request that this Commissioner's Court enter an Order pursuant to §34.05(i) of the *Texas Property Tax Code*, to the successful bidder through the seal bid process a certain property previously struck off to Val Verde County, Trustee, pursuant to §34.01(c) of the *Texas Property Tax Code* for delinquent ad valorem taxes owed to Val Verde County, City of Del Rio, and/or San Felipe Del Rio Consolidated Independent School District.

28890 Val Verde County, et al vs. Corina Lopez, et al  
LOT 2 BLOCK "X" OF THE SOUTH SECOND RAILROAD ADDITION TO  
THE CITY OF DEL RIO SITUATED IN VAL VERDE COUNTY TEXAS  
ACCORDING TO THE DEED THEREOF RECORDED IN VOLUME 146  
PAGES 622-623 OF THE DEED RECORDS OF VAL VERDE COUNTY  
TEXAS; ACCOUNT NO. 26561 (5950-0240-0020)

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

ATTORNEYS AT LAW  
TRAVIS PARK BUILDING  
711 NAVARRO, SUITE 300  
SAN ANTONIO, TEXAS 78205

(800) 876-6144  
(210) 225-6763  
FAX (210) 225-6410

July 7, 2015

Val Verde County, San Felipe Del Rio  
Consolidated ISD and City of Del Rio

**RE: Bid on property held in trust by Val Verde County, Trustee  
Cause No. 28890 Val Verde County, et al vs. Corina Lopez, et al  
Account No. 26561 (5950-0240-0020) RAILROAD 2ND SOUTH BLOCK X LOT 2**

Dear Commissioners and Councilmen:

Our firm is in receipt of a bid request on the resale properties listed below:

**28890**  
Val Verde County, et al vs. Corina Lopez, et al  
Tract: Railroad 2<sup>nd</sup> South Block "X" Lot 2  
2014 Appraised Value: \$24,160.00  
Adjudged Value: \$23,310.00  
Minimum Bid: \$11,867.22  
Struck off to Val Verde County, Trustee at a tax sale on July 1, 2014

#8 Bidder: Denas Properties  
Amount of Bid: \$5,000.00 (requests waiver of all City lot lien fees)

Total Fees: Court Costs \$1,056.00; Recording Fees \$34.00; Advertising Sale \$110.00; Property Market Costs \$50.00 and Sheriff's fees: \$306.22.

Total due at the time of judgment (December 17, 2013):

Val Verde County: \$2,430.36; San Felipe Del Rio Consolidated Independent School District \$5,271.79; and City of Del Rio: \$2,205.46.

Per Section 34.02 of the Texas Property Tax Code, all costs must be paid first; the remaining amount will be applied to the taxes, penalty and interest.

Please let me know whether this bid is approved. Your continued assistance is greatly appreciated. If you have questions, please feel free to call me at 1-800-876-6144.

Sincerely,



Ronald E. Rocha  
Partner

RER\mq

COLORADO • DELAWARE • FLORIDA • ILLINOIS • MICHIGAN  
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**PRIVATE SALE PROPOSAL BID  
RESALE**

**BIDDER INFORMATION:**

NAME OF BIDDER	DENGAS PROPERTIES
ADDRESS	3551 W 4TH ST. UNIT 2
CITY, STATE, ZIP	FT. WORTH TEXAS 76107
PHONE NUMBER	830-765-7350
NAME AND ADDRESS ON DEED (IF DIFFERENT)	SAME

**PROPERTY INFORMATION:** we are requesting upon approval of bid that all city lot liens be removed.

ACCOUNT NUMBER	26561
CAUSE NUMBER	28890
LEGAL DESCRIPTION	Lot 2, Block "X" of the South Second Rail Road addition to the city of Del Rio situated in Bell County
MINIMUM BID OF PROPERTY	11,867.22

BIDDER'S BID AMOUNT	\$ 5,000.00
---------------------	-------------

Address: 506. W. Diagonal City

**IN ADDITION TO THE BID AMOUNT, THE BIDDER(S) WILL BE RESPONSIBLE FOR:**

- Post Judgment Taxes for all taxing entities
- Filing fees
- All clean up and disposal expenses for said property.

**ALL BIDS MUST BE:** SEALED  
CLEARLY MARKED: "PROPERTY BID"  
ADDRESSED TO: *Lineberger Goggan Blair & Sampson, LLP*  
711 Navarro, Suite 300, San Antonio, TX 78205

**RIGHT OF REDEMPTION:**

If the original owner(s) want to redeem the property from you, the redemption period expires 180 days following the date the deed is recorded. They must pay you 125% of what you paid. If the property was a Homestead or Agricultural land, the redemption period expires on or before the second anniversary of the date the deed was recorded. They must pay you 125% if redeemed within the first year and 150% of the purchase price within the second year. You MUST sell the property back to the previous owner(s).

**CAVEAT:**

THIS SALE IS WITHOUT WARRANTIES OF ANY SORT. You should exercise the same care to inspect the property that you would discharge regarding any other sale. You should not rely on this listing as your sole source of information. It is for your convenience only.

ANY PROPERTY CAN BE REMOVED FROM SALE AT ANY TIME.

Signature: *Pete Q. TTP* Date: 2/19/15

**Val Verde CAD**

**Property Search Results > 26561 VAL VERDE COUNTY TRUSTEE for Year 2014**

**Property**

**Account**

Property ID: 26561      Legal Description: RAILROAD 2ND SOUTH BLOCK X LOT 2  
 Geographic ID: 5950-0240-0020      Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

**Location**

Address: 506 W DIGNOWITY ST      Mapsco:  
 Neighborhood: 6220,6041,6210,6280,6310,6350,6290,5950,6255,1667,      Map ID: 73  
 Neighborhood CD: NB11

**Owner**

Name: VAL VERDE COUNTY TRUSTEE      Owner ID: 52787  
 Mailing Address: P O BOX 1368      % Ownership: 100.0000000000%  
 DEL RIO, TX 78841-1368  
 Exemptions: EX-XV

**Values**

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$18,160	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$6,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$24,160	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$24,160	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$24,160	

**Taxing Jurisdiction**

Owner: VAL VERDE COUNTY TRUSTEE  
 % Ownership: 100.0000000000%  
 Total Value: \$24,160

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	0.000000	\$24,160	\$13,040	\$0.00
CD	CITY OF DEL RIO, TEXAS	0.588810	\$24,160	\$13,040	\$76.78
G233	VAL VERDE COUNTY	0.481800	\$24,160	\$13,040	\$62.83
HOS	VAL VERDE REGIONAL MEDICAL CENTER	0.116500	\$24,160	\$13,040	\$15.19
RFM	FARM-TO-MARKET	0.018000	\$24,160	\$13,040	\$2.35
SD	SAN FELIPE DEL RIO CISD	1.167900	\$24,160	\$13,040	\$152.30

Total Tax Rate:	2.373010	Taxes w/Current Exemptions:	\$309.45
		Taxes w/o Exemptions:	\$573.32

**Improvement / Building**

Improvement #1: RESIDENCE State Code: A1 Living Area: 632.0 sqft Value: \$18,160

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	F2		55	632.0
OP	OPEN PORCH	*			105.0

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	UL	OTHER	0.0000	0.00	60.00	120.00	\$6,000	\$0

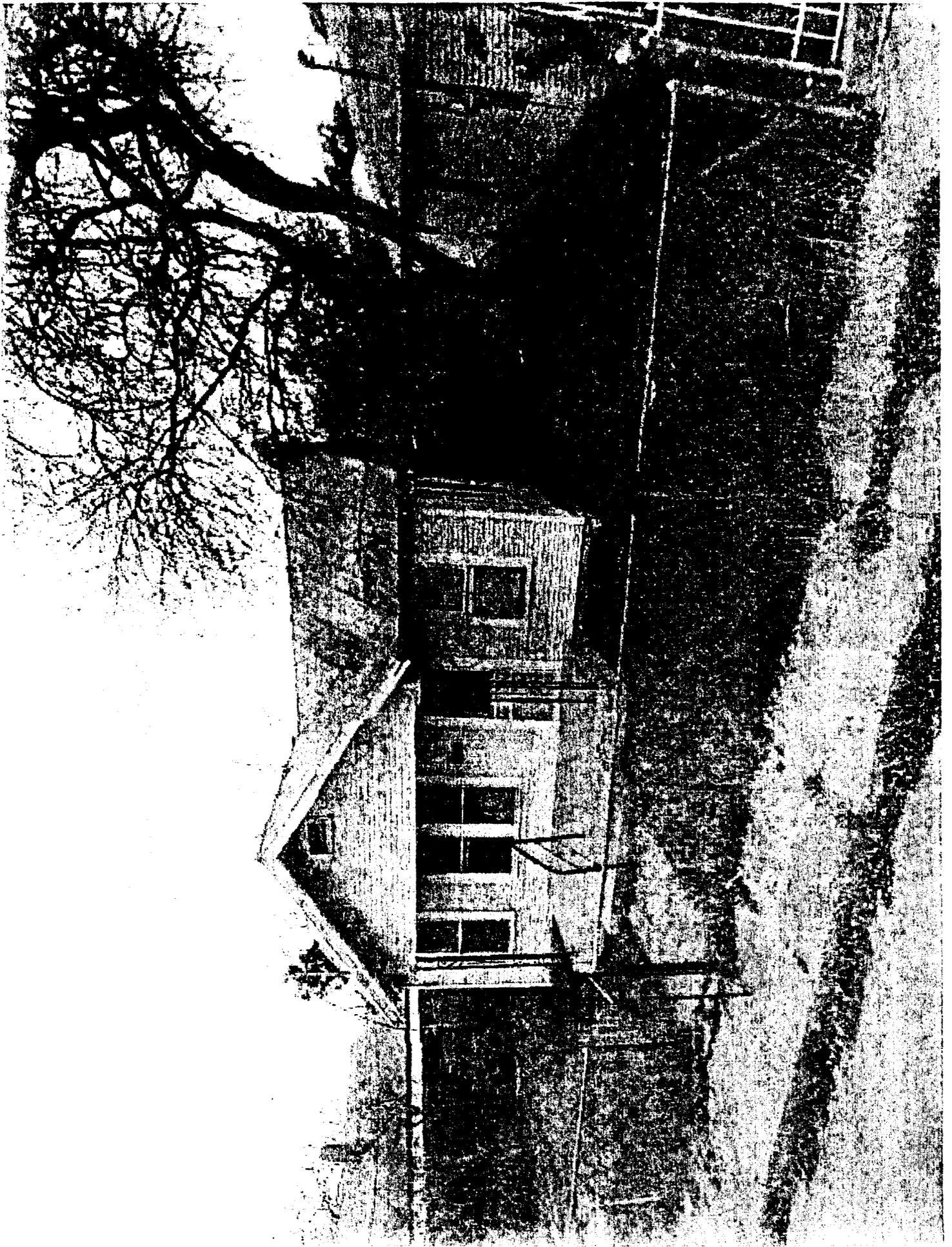
**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$18,160	\$6,000	0	24,160	\$0	\$24,160
2013	\$17,310	\$6,000	0	23,310	\$0	\$23,310
2012	\$17,310	\$6,000	0	23,310	\$0	\$23,310
2011	\$17,310	\$6,000	0	23,310	\$0	\$23,310
2010	\$16,340	\$6,000	0	22,340	\$0	\$22,340
2009	\$19,510	\$6,000	0	25,510	\$0	\$25,510
2008	\$16,500	\$6,000	0	22,500	\$0	\$22,500
2007	\$15,330	\$6,000	0	21,330	\$0	\$21,330
2006	\$15,330	\$7,440	0	22,770	\$0	\$22,770
2005	\$15,330	\$7,440	0	22,770	\$0	\$22,770
2004	\$15,330	\$7,440	0	22,770	\$0	\$22,770
2003	\$15,290	\$7,440	0	22,730	\$0	\$22,730
2002	\$17,200	\$7,440	0	24,640	\$0	\$24,640
2001	\$14,880	\$7,440	0	22,320	\$0	\$22,320
2000	\$12,140	\$6,000	0	18,140	\$0	\$18,140
1999	\$12,140	\$6,000	0	18,140	\$0	\$18,140
1998	\$12,140	\$6,000	0	18,140	\$0	\$18,140
1997	\$12,140	\$6,000	0	18,140	\$0	\$18,140
1996	\$12,140	\$6,000	0	18,140	\$0	\$18,140
1995	\$12,140	\$6,000	0	18,140	\$0	\$18,140

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/16/2014	STD	SHERIFF'S TAX DEED	LOPEZ CORINA	VAL VERDE COUNTY TRUSTEE			00284652

Questions Please Call (830) 774-4602



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**Agenda Item: Report Item – Update on the Val Verde Colonia Self Help Center Program**  
**Prepared By: Robb Stevenson/Will Gudeman Equity CDC**  
**Department: Val Verde County Self-Help Center**

**AGENDA CAPTION**

Informational Progress Report by Equity Community Development Corporation on the Colonia Self-Help Center Program.

**BACKGROUND**

In 1995 the State Legislature established the Colonia Self-Help Center Program. The Program is funded through a set-aside of Community Development Block Grant (CDBG) funding which is federally-sourced funding that passes through the State to Texas' cities and counties from the US Department of Housing and Urban Development (HUD). The Colonia Self-Help Center Program is administered on the state level by the Texas Department of Housing and Community Affairs (TDHCA).

The Val Verde County Colonia Self-Help Center is one of seven such centers along the Texas-Mexico border that exist to provide assistance to the low-income residents of colonias, which are residential subdivisions generally lacking in infrastructure, standardized housing and basic services. The colonias selected by Val Verde County to be served by the most current funding award are Cienegas Terrace, Val Verde Park Estates 1 & 2, Escondido Estates, the Town of Comstock and Lake View Addition.

The Self-Help Center provides resources and technical assistance in a variety of ways to promote safe and secure housing, community development, public service and education. Key services include: self-help home repair, housing rehabilitation, reconstruction and new construction; solid waste removal; construction skills training; technology training; and tool lending libraries to promote self-help construction methodologies.

**PROGRESS UPDATE**

The purpose of this agenda item is to provide updates on the status of the Program and the progress towards meeting the performance benchmarks included in the contract between the County and TDHCA as well as to provide the opportunity to answer questions and receive feedback from Commissioners' Court.

Colonia SHC Contract No. 7214013 was awarded in July of 2014, but was not released by TDHCA to be fully executed until September of 2014. The contract period is from August 4, 2014 to August 3, 2018. The county is required to submit quarterly reports to TDHCA no later than the 10<sup>th</sup> day of the month following each calendar quarter. ECDC prepared the report and submitted it to the county for submission to the state no later than July 10, 2015. The county submitted the report to the state on July 8.

We have identified and qualified more than enough applicants seeking housing construction assistance to fulfill the contractual requirements. In addition, a waiting list has been created and it continues to grow; if additional funding becomes available the families on the waiting list will be assisted based on the dates of their applications for assistance.

We procured Amistad Manufactured Housing to purchase, deliver, and install four (4) new Manufactured Housing Units; two in Cienegas Terrace and two in Val Verde Park 1 & 2. Closings will be held for two of them during the week of July 13, and the installation of the remaining two will also begin this same week.

We are in the process of submitting environmental clearances for the remaining properties and ordering inspections.

Commissioners' Court Agenda Item Cover Memo  
July 13, 2015

Agenda Item:  
Prepared By: Robb Stevenson, Equity CDC  
Department: Val Verde County Self-Help Center

**AGENDA CAPTION**

Discussion, Action and possible approval of payment to Amistad Manufactured Homes, LLC, in the amount of \$131,006.70 for the manufacture and delivery of three Manufactured Housing Units.

**BACKGROUND**

Draw Request No. 3 in the amount of \$131,006.70 for the Val Verde County Self-Help Center was submitted and approved by the Texas Department of Housing and Community Affairs (TDHCA) on June 30, 2015 (please see attached email). This approval was definitive and final for both the dollar amount of the expenses and the eligibility of the expenses. However, due to the actual funding source, which passes through the Texas Department of Agriculture (TDA), only accountants from TDA can process the payment. The TDA Finance Department approved the draw request on July 7, 2015. Unfortunately, TDA has enacted a policy which requires multiple supervisors to approve the accountant's request for payment (which does not include any scrutiny regarding eligibility) prior to releasing payment.

The \$131,006.70, which is a 90% payment for the 3 MHU's (a 10% retainage has been withheld until final installation inspections are completed) is estimated to be wired to the County in 3-4 weeks.

**PURPOSE**

The purpose of this agenda item is to request that Commissioners' Court direct the County Auditor to remit payment to Amistad Manufactured Homes, LLC, in the amount of \$131,006.70. This is not a normal initial outlay or advance which could take up to a couple of months to receive reimbursement from the State. The funding from the State is already approved and reimbursement is fully expected within weeks. However, the unanticipated delays on the payment from the State have caused an undue burden on Amistad, a local small business.

**RECOMMENDATION**

Staff recommends remitting payment in the amount of \$131,006.70 to Amistad Manufactured Homes, LLC.

[Print](#) | [Close Window](#)

**Subject:** Val Verde Draws #2 and #3

**From:** "Francisco Salazar" <francisco.salazar@tdhca.state.tx.us>

**Date:** Tue, Jun 30, 2015 7:12 am

**To:** <epadilla@valverdecountry.org>

**Cc:** <robb@equitycdc.org>, <will@equitycdc.org>, "Homero Cabello" <homero.cabello@tdhca.state.tx.us>, "Albert Alvidrez" <albert.alvidrez@tdhca.state.tx.us>

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Mr. Padilla,

The Department has processed Draw #2 and Draw #3 and has requested payment from TDA.

Let me know if you have any questions.

Thank You

**Francisco Salazar Jr.**

Laredo Border Field Officer

Office of Colonia Initiatives

Austin Office

221 E. 11<sup>th</sup> St.

Austin Tx. 78701

(512) 475-2261 (office)

(512)475-2365 (fax)

Laredo Office

1200 Washington St. Suite 3

Laredo Tx. 78040

(956) 523-4668 (office)

(956) 523-5021 (fax)

**About TDHCA**

The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us) or the [Learn about Fair Housing in Texas](#) page.

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**COLONIA SHC PROGRAM QUARTERLY PROGRESS REPORT  
MINORITY ENTERPRISE REPORT Part One**

Contract No.: 7214013		Locality Name: Val Verde County												
Quarterly Reporting Period:		<input type="checkbox"/> Jan-Mar 2015	<input checked="" type="checkbox"/> Apr-Jun 2015	<input type="checkbox"/> Jul-Sep 2014	<input type="checkbox"/> Oct-Dec 2014									
1 Line Item #, Activity & Subactivity (if applicable)	2 Tx/CDBG Funds			3 Other Funds Expenditures To Date	4 ACCOMPLISHMENTS									
	a. Current Budget	b. Total Drawn	c. Balance Remaining		Proposed			Activity this Quarter			Actual / To Date			
					d. Deliverables	e. Total Beneficiaries	f. Total L/M Beneficiaries	g. Deliverables	h. Total Beneficiaries	i. Total L/M Beneficiaries	j. Deliverables	k. Total Beneficiaries	l. Total L/M Beneficiaries	
Public Services	\$ 48,000.00	\$ 2,041.35	\$ 45,958.65		5	5,391	5,391	-	-	-	-	-	-	-
Solid Waste Removal					400	400	400	152	152	152	201	201	201	201
Tool Lending Library					15	225	225	-	-	-	-	-	-	-
Technology Classes					400	5,391	5,391	39	39	39	62	62	62	62
Residential Rehab	\$ 112,000.00	\$ 295.00	\$ 111,705.00											
Small Home Repair					12	36	36	-	-	-	-	-	-	-
Reconstruction	\$ 350,000.00	\$ 131,006.70	\$ 218,993.30											
General Administration	\$ 35,833.00	\$ 9,000.00	\$ 26,833.00		7	21	21	-	-	-	-	-	-	-
Admin/Planning	\$ 54,167.00	\$ -	\$ 54,167.00											
<b>Total:</b>	<b>\$ 600,000.00</b>	<b>\$ 142,343.05</b>	<b>\$ 457,656.95</b>	<b>\$ -</b>										

MINORITY BUSINESS STATUS										
Contractor/Subcontractor Name <i>List all contracts awarded this quarter only</i>	Contract Amount			Column Codes: <i>See instructions for codes</i>						
	CDBG Dollars	Other Funds	Total Dollars	A	B	C	D	E	F	G
	Amelad Manufactured Housing	\$184,382	\$ -	\$184,382	1	1	1	NI1	Female	Primo

Certification by county representative:  
(Includes certifying that program income  
has not been received during the quarter)

*Efran Parody*  
Sign and Date

Revised November 1, 2011

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**Quarterly Report Part Two**

County:	Val Verrie	Contract Number:	7214013	Quarter:	2Q15
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1. Only completed homes may be reported on Part One of the Quarterly Report. Homes in progress must be reported on Part Two of the Quarterly Report
2. Under type of assistance, please indicate the activity (i.e. rehab, small home repair, reconstruction, new construction)
3. Do not delete homes from Part Two as they are completed

Type of assistance	Name	Address	Colonia	Primary Residence	Year home built	Real-estate tax receipt	Family size	Males	Females	Race	Ethnicity	AMFI Percentage	Application Recieved	Income verification
				Y/N	Year	Current?					H/NH	%	Date	Date
Recon	Abelardo Saldivar	804 FM 2523 (MHU)	VV Park	Yes	1959	Yes	2	1	1	White	H	25	1/30/15	3/12/15
Recon	Roman Esparza	175 Greenwillow (MHU)	Cienegas	Yes	1990	Yes	3	1	2	White	H	37	12/17/14	3/12/15
Recon	Obdulia Hernandez	220 Grissom (MHU)	VV Park	Yes	1959	Yes	1	0	1	White	H	26	3/3/15	3/26/15
Recon	Luis Vasconez	578 Water (MHU)	Cienegas	Yes	1980	Yes	5	3	2	White	H	64	1/14/15	3/26/15
Recon	Roberto Escobar	113 King	VV Park	Yes	1989	Yes	12	6	6	White	H		1/20/15	4/14/15
SHR	Joaquin Reyes	113 Nanette (MHU)	VV Park	Yes	1997	Yes	3	1	2	White	H	17	2/5/15	3/12/13
Rehab	Maria Sanchez	153 Elder	Cienegas											
Rehab	Mary Lou Hernandez	298 Lomita Street	Cienegas	Yes	1990	Yes	1	0	1	White	H	25	10/22/14	3/25/15
SHR	Pedro Hidalgo	158 Greenwillow	Cienegas	Yes	1982	Yes	2	1	1	White	H	36	10/21/14	
Rehab	Mario Guerra	165 Dogwood	Cienegas											
Rehab	Daniel Zamarripa	307 Mesa	Cienegas											
Rehab	Juan Escobedo	346 Wendy	Cienegas											
Rehab	Hortensia Moreno	169 Fir St.	Cienegas	Yes	1994	Yes	2	1	1	White	H	63	12/17/14	3/26/15
SHR	Javiar Lara	464 Victor (MHU)	Cienegas				5						2/6/15	

**Applicants on Waiting List - Assistance will be provided in the order below based on application dates.**

Melvin & Barb Tucker	341 Railroad Street	Cornstock	Yes	1970			2	1	1	White	NH	72	2/18/15	3/12/15
Maria Espinosa	186 Dogwood	Cienegas	Yes	1995	Yes		1	0	1	White	H		3/5/15	
Aurora Jones	115 Elder	Cienegas	Yes	1989			1	0	1	White	H		3/9/15	
Roberto Pena	132 Greenwillow	Cienegas												
Magdalena Villareal	132 Harvey (MHU)	VV Park												
Ana Ramirez	Lot 9 Guayacan (MHU)	Cienegas												
Bertha Ramirez	208 Lawrence	VV Park												

**Incomplete Applications**

Kim Norman	265 Juno	Cornstock											2/18/15	
Maria Villalobos		Cienegas	Yes	1990	Yes		3	0	3	White	H		3/20/15	

**Withdraw from Program**

Evangelina Rodriguez	206 Gregory Dr.	VV Park	Yes	1950			1	0	1	White	H	24	2/13/15	3/12/15
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**Household located outside of targeted Colonias**

Norma Aguirre	248 Ray Drive	Villareal	Yes	2012	Yes		2	0	2	White	H	48	1/19/15	3/26/15
Rodolfo Flores	200 Gyna Drive	Villareal	Yes	1985	Yes		2	1	1	White	H	22	2/27/15	3/25/15
Fabian Zavala	166 Ray Drive	Villareal												
Dora Sanchez	220 Ray Drive	Villareal												

Rehabbing MHUs currently not allowed by the state but discussions are underway. The order in which households are being assisted may change with the next quarterly report.  
 Environmental Site-Specific Clearances in Process for Qualified Applicants.  
 Currently gathering missing documents from applicants. As information is received and verified, empty cells above are filled in.

7/7/15

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VAL VERDE COUNTY  
 US 90 AND ESCONDIDO ESTATES WATER LINES  
 (PIPELINE MATERIAL SUPPLY ONLY)  
 Bid Tabulation  
 July 7, 2:00 P.M.

Ferguson Enterprises, Inc. 4427 Factory Hill Drive San Antonio, TX 78219	Morrison Supply Co. 10850 Leslie Rd. Helotes, TX 78023	HD Supply Waterworks, LTD. 13790 Judson Rd. San Antonio, TX 78233
--	--	---

Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BASE BID PROPOSAL</b>									
P.1.	8" DR 18 C-900 PVC Water Main	31,000	LF	\$5.99	\$185,690.00	\$6.23	\$193,179.60	\$6.33	\$196,230.00
P.2.	6" DR 18 C-900 PVC Water Main	5	LF	\$3.57	\$17.85	\$14.77	\$73.83	\$4.00	\$20.00
P.3.	8" AWWA C515 Resilient Seat Gate Valves	46	EA	\$868.04	\$39,929.84	\$867.71	\$39,914.64	\$968.40	\$44,546.40
P.4.	6" AWWA C515 Resilient Seat Gate Valves	1	EA	\$629.28	\$629.28	\$661.12	\$661.12	\$636.42	\$636.42
P.5.	18" O.D. x 3/8" Wall Smooth Steel Casing	105	LF	\$40.83	\$4,287.15	\$58.02	\$6,092.00	\$37.53	\$3,940.65
P.6.	16" O.D. x 3/8" Wall Smooth Steel Casing	154	LF	\$37.86	\$5,830.44	\$54.09	\$8,329.48	\$33.24	\$5,118.96
P.7.	8" AWWA C-153 Compact Ductile Iron 90 Degree Bend Fitting	2	EA	\$285.96	\$571.92	\$273.65	\$547.30	\$192.51	\$385.02
P.8.	8" AWWA C-153 Compact Ductile Iron 45 Degree Bend Fitting	33	EA	\$245.61	\$8,105.13	\$185.53	\$6,122.41	\$174.65	\$5,763.45
P.9.	8" AWWA C-153 Compact Ductile Iron 22.2 Degree Bend Fitting	7	EA	\$248.36	\$1,738.52	\$184.06	\$1,288.40	\$173.02	\$1,211.14
P.10.	8" AWWA C-153 Compact Ductile Iron 11.25 Degree Bend Fitting	4	EA	\$121.60	\$486.40	\$177.69	\$710.75	\$165.99	\$663.96
P.11.	8" AWWA C-153 Compact Ductile Iron Tee Fittings	7	EA	\$360.64	\$2,524.48	\$302.06	\$2,114.39	\$288.22	\$2,017.54
P.12.	8" x 6" AWWA C-153 Compact Ductile Iron Reducing Tee	1	EA	\$368.76	\$368.76	\$209.06	\$209.06	\$251.28	\$251.28
P.13.	8" AWWA C-153 Compact Ductile Iron Plug Fittings	7	EA	\$117.66	\$823.62	\$71.36	\$499.52	\$67.70	\$473.90
P.14.	Flush Valve Assembly	1	EA	\$756.29	\$756.29	\$482.14	\$482.14	\$886.46	\$886.46
P.15.	12" x 8" SS MJ Tapping Sleeve and Valve	1	EA	\$2,154.32	\$2,154.32	\$1,571.48	\$1,571.48	\$2,735.80	\$2,735.80
P.16.	Mueller Fire Hydrant Assembly	1	EA	\$2,186.08	\$2,186.08	\$2,127.56	\$2,127.56	\$1,627.63	\$1,627.63
P.17.	Inductive Tracer Detection Wire	31,000	LF	\$0.17	\$5,305.96	\$0.11	\$3,410.00	\$0.11	\$3,410.00
P.18.	3/4" Water Meter, Neptune, or Pre- Approved Equal	14	EA	\$93.80	\$1,313.20	\$75.00	\$1,050.00	\$79.83	\$1,117.62
P.19.	3/4" SDR-9 PE Tubing	320	LF	\$0.44	\$140.80	\$0.56	\$180.00	\$0.60	\$192.00
P.20.	3/4" Tapping Saddle	14	EA	\$94.17	\$1,318.38	\$34.44	\$482.13	\$48.46	\$678.44
P.21.	3/4" Corporation Stop Compression	14	EA	\$42.43	\$594.02	\$65.73	\$920.16	\$40.10	\$561.40
P.22.	3/4" Backflow Preventer	14	LF	\$29.71	\$415.94	\$176.60	\$2,472.33	\$44.65	\$625.10
<b>TOTAL BASE BID PROPOSAL</b>					<b>\$265,188.38</b>		<b>\$272,438.28</b>		<b>\$273,093.17</b>

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# 12



**VAL VERDE COUNTY  
BORES, ESCONDIDO ESTATES BOOSTER STATION  
AND RANCHO DEL RIO LOOP WATER LINES  
Bid Tabulation  
July 7, 2015 - 2:30 PM**

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		TTE, LLC. P.O. Box 631 Spicewood, TX 78669		Alvin E. Stock Contractor, Ltd. P.O. Box 2512 Eagle Pass, TX 78853		Spless Construction Co., Inc. P.O. Box 2849 Santa Maria, CA 93457	
Item	Item Description	Qty.	Unit				
<b>BASE BID PROPOSAL I</b>							
P.I.1.	30,000 gallon Welded Steel Ground Storage Tank	1	LS	\$77,000.00	\$77,000.00	\$84,788.00	\$84,788.00
<b>TOTAL BASE BID PROPOSAL I</b>				<b>\$77,000.00</b>		<b>\$84,788.00</b>	<b>\$83,000.00</b>
<b>ALTERNATE BID ITEMS - PROPOSAL I</b>							
P.I.A.1.	17'-0" Concrete Ground Storage Tank Foundation	1	LS	\$19,500.00	\$19,500.00	\$21,195.00	\$21,195.00
P.I.A.2.	Installation of the Ground Storage Tank	1	LS	\$27,000.00	\$27,000.00	\$22,070.00	\$21,250.00
<b>BASE BID PROPOSAL II</b>							
P.II.1	Bonds and Insurance	1	LS	\$5,000.00	\$5,000.00	\$3,968.00	\$3,968.00
P.II.2	Mobilization, Demobilization, and Cleanup	1	LS	\$5,000.00	\$5,000.00	\$5,460.00	\$5,460.00
P.II.3	Installing Temporary Grant Signage	1	LS	\$3,000.00	\$3,000.00	\$1,045.00	\$1,045.00
P.II.4	18" O.D.x 3/8" Wall Thickness Smooth Steel Casing by Bores	105	LF	\$381.00	\$40,005.00	\$500.00	\$52,500.00
P.II.5	16" O.D.x 3/8" Wall Thickness Smooth Steel Casing by Bores	64	LF	\$344.00	\$22,016.00	\$500.00	\$32,000.00
P.II.6	Proposed Traffic Control Requirements in TxDOT ROW	1	LS	\$3,000.00	\$3,000.00	\$6,200.00	\$6,200.00
P.II.7	Complying with Requirements of the UPRR	1	LS	\$8,000.00	\$8,000.00	\$4,350.00	\$4,350.00
<b>TOTAL BASE BID PROPOSAL II</b>				<b>\$84,021.00</b>		<b>\$108,623.00</b>	<b>\$186,578.00</b>
<b>BASE BID PROPOSAL III</b>							
P.III.1	Additional Bonds and Insurance	1	LS	\$7,500.00	\$7,500.00	\$9,125.00	\$9,125.00
P.III.2	Additional Mobilization, Demobilization, and Cleanup	1	LS	\$7,500.00	\$7,500.00	\$14,268.00	\$14,268.00
P.III.3	Construction of the Pre-Engineered Metal Building	1	LS	\$37,500.00	\$37,500.00	\$59,728.00	\$59,728.00
P.III.4	Fiberglass Chlorination Building	1	LS	\$56,000.00	\$56,000.00	\$52,770.00	\$56,320.00
P.III.5	4,500 gallon Welded Steel Hydro-Pneumatic Pressure Tank	1	LS	\$47,500.00	\$47,500.00	\$34,145.00	\$34,145.00
P.III.6	17'-0" Concrete Ground Storage Tank Foundation	1	LS	\$19,500.00	\$19,500.00	\$14,900.00	\$14,900.00
P.III.7	Installation of the Ground Storage Tank	1	LS	\$27,000.00	\$27,000.00	\$81,932.00	\$81,932.00
P.III.8	Two 150 GPM Horizontal End Suction Centrifugal Booster Pumps	1	LS	\$57,000.00	\$57,000.00	\$10,386.00	\$10,386.00
P.III.9	Clearing, Grubbing, Site Excavation, Subgrade Preparation, and Grading	1	LS	\$5,000.00	\$5,000.00	\$7,566.00	\$7,566.00
P.III.10	Installation of all Plant Piping	1	LS	\$15,000.00	\$15,000.00	\$84,907.00	\$84,907.00
P.III.11	Installation of Permanent Site Improvements	1	LS	\$16,000.00	\$16,000.00	\$16,756.00	\$16,756.00
P.III.12	Installation of the Electrical System	1	LS	\$111,000.00	\$111,000.00	\$82,260.00	\$82,260.00
P.III.13	Installation of the Compressed Air System	1	LS	\$12,000.00	\$12,000.00	\$5,815.00	\$5,815.00
P.III.14	Installation of Conductive Tracer Detection Wire	100	LF	\$5.00	\$500.00	\$1.60	\$1.60
<b>TOTAL BASE BID PROPOSAL III</b>				<b>\$419,000.00</b>		<b>\$484,718.00</b>	<b>\$661,945.00</b>
<b>ALTERNATE BID ITEMS - PROPOSAL III</b>							
P.III.A.1	Installation of 30,000 gallon Fiberglass Ground Storage Tank	1	LS	(\$10,000.00)	(\$10,000.00)	\$88,732.00	\$88,732.00
<b>BASE BID PROPOSAL IV</b>							
P.IV.1	Additional Bonds and Insurance	1	LS	\$9,000.00	\$9,000.00	\$4,300.00	\$4,300.00
P.IV.2	Additional Mobilization, Demobilization, and Cleanup	1	LS	\$10,000.00	\$10,000.00	\$3,825.00	\$3,825.00
P.IV.3	8" C-900 DR 18 PVC Water Main	4,080	LF	\$34.50	\$140,070.00	\$40.50	\$164,430.00
P.IV.4	8" AWWA C-515 Resilient Seat Gate Valves	4	EA	\$2,000.00	\$8,000.00	\$1,725.00	\$6,900.00
P.IV.5	Ductile Iron Compact Main Line MJ Fittings	1	TON	\$5,000.00	\$5,000.00	\$12,425.00	\$12,425.00
P.IV.6	Flush Valve Assemblies with MEGALUG Glands and Gaskets	2	EA	\$2,000.00	\$4,000.00	\$1,343.00	\$2,686.00
P.IV.7	Connection to the Proposed 8" Water Line	2	EA	\$3,750.00	\$7,500.00	\$1,735.00	\$3,470.00
P.IV.8	Installation of Conductive Tracer Detection Wire	4,080	LF	\$1.25	\$5,075.00	\$0.45	\$1,827.00
P.IV.9	Installation of Service Connections	7	EA	\$2,000.00	\$14,000.00	\$1,470.00	\$10,290.00
P.IV.10	Removing and Replacing Existing Signs	2	EA	\$1,200.00	\$2,400.00	\$275.00	\$550.00
P.IV.11	Installation of OSHA Required Trench Excavation Protection	4,080	LF	\$2.80	\$11,774.00	\$1.15	\$4,689.00
P.IV.12	Installation of Silt Fence	500	LF	\$6.00	\$3,000.00	\$6.75	\$3,375.00
P.IV.13	Proposed Traffic Control Requirements in TxDOT ROW	1	LS	\$7,000.00	\$7,000.00	\$5,495.00	\$5,495.00
<b>TOTAL BASE BID PROPOSAL IV</b>				<b>\$226,819.00</b>		<b>\$224,042.00</b>	<b>\$266,894.00</b>

Judge Valdez, Val Verde County Judge  
Cathlyn Huerta, Office Manager

June 26, 2015

#13

MEMO OF UNDERSTANDING

As requested by Ms. Huerta:

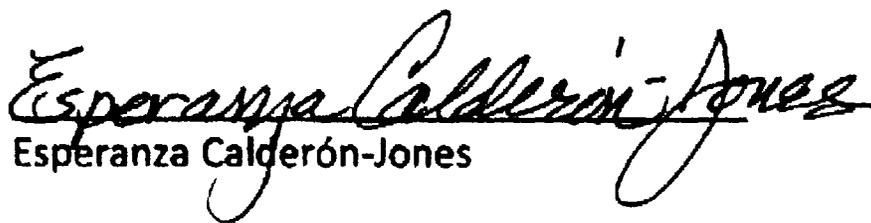
I am a speech and language pathologist, self-employed, and consult with the State of Texas Disability Determination Services in Austin, Texas. The persons I serve are largely children and are applying for disability benefits.

Del Rio clients are few and I come about once every 2-3 months to see 1-2 clients. The majority of the applicants I see are from Eagle Pass and I see them in Eagle Pass or Uvalde.

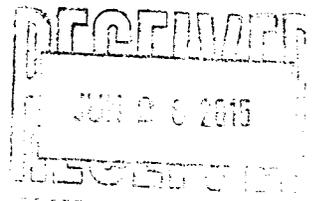
I utilize public libraries in all of the cities I test. It involves a 30-60 minute session and requires nothing from the library in terms of staff assistance or equipment. The sessions constitute a parent interview and testing of their child.

Your consideration of this application to use the public library in Del Rio is much appreciated. I have been a resident of Del Rio and still own a family home there on Parkway and own business property there as well. If you have any questions or concerns, please contact me by cell phone (210) 618-1688.

Sincerely

  
Esperanza Calderón-Jones

#11  
10:15



**IN THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS**

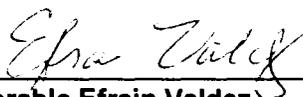
SEPARATE WRITTEN APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH THE CITY OF DEL RIO FOR THE PLACEMENT OF UTILITY POLES TO CARRY FIBER OPTIC CABLES FOR THE COUNTY OF VAL VERDE WITHIN EXISTING RIGHTS OF WAY OF CITY OF DEL RIO STREETS.

The Commissioners Court of Val Verde County, Texas, in compliance with §791.015 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Interlocal Contract with the City of Del Rio, hereby authorizes and approves this specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself.

The proposed project is for Val Verde County to place utility poles to carry fiber optic cables for the County of Val Verde within existing rights of way of City of Del Rio Streets.

The Commissioners Court of Val Verde County, Texas specifically finds that herein described project would serve a public purpose, and would be beneficial to the citizens of Val Verde County, Texas.

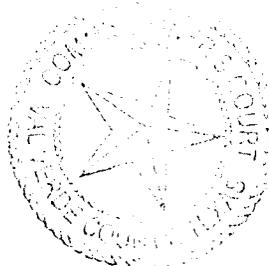


\_\_\_\_\_  
**Honorable Efrain Valdez**  
County Judge  
County of Val Verde

Attest:



\_\_\_\_\_  
**Honorable Generosa "Janie" Gracia-Ramon**  
County Clerk  
County of Val Verde



**IN THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS**

SEPARATE WRITTEN APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH THE CITY OF DEL RIO FOR THE PLACEMENT OF UTILITY POLES TO CARRY FIBER OPTIC CABLES FOR THE COUNTY OF VAL VERDE WITHIN EXISTING RIGHTS OF WAY OF CITY OF DEL RIO STREETS.

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**Honorable Efrain Valdez**  
County Judge  
County of Val Verde

Attest:



**Honorable Generosa "Janie" Gracia-Ramon**  
County Clerk  
County of Val Verde



**INTERLOCAL AGREEMENT  
FOR THE PLACEMENT OF UTILITY POLES TO CARRY FIBER OPTIC CABLES  
FOR THE COUNTY OF VAL VERDE WITHIN EXISTING RIGHTS OF WAY OF  
CITY OF DEL RIO STREETS**

THIS INTERLOCAL AGREEMENT FOR the placement of utility poles and fiber optic cables is made and entered into by and between the City of Del Rio (hereinafter "City"), and Val Verde County (hereinafter "County").

WHEREAS, The County has approached the City about the possibility of constructing a fiber optic system for use by the County; and

WHEREAS, The County shall need to place utility poles within the existing Rights of Way of City streets to carry the fiber optic cables; and

WHEREAS, Staff has reviewed the request and finds no reason to deny the request; and

WHEREAS, City and County recognize the need to partner together to help better the Community; and

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the County and the City mutually agree as follows:

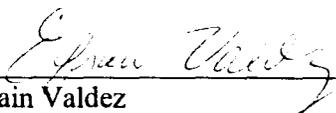
1. The City agrees to allow the County to place utility poles and fiber optic cables within the existing Rights of Way of the City of Del Rio Streets.
2. The County agrees to perform all calling required by law to locate underground utilities that may be affected by the County's installation of poles.
3. The County agrees that it will make all adjustments required by field conditions to accommodate existing structures. (this will include saving trees as much as possible)
4. The County agrees that it will be responsible for all maintenance required on the poles and cables.
5. The County agrees to save the City harmless for its actions performed while installing the poles and cables.

DURATION. The term of this agreement shall commence July 1, 2015, upon execution by both parties and shall expire on a future date agreed to by both parties should the need arise to end this agreement.

Accepted for: City of Del Rio

Accepted for: Val Verde County

\_\_\_\_\_  
Robert Garza  
Mayor

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

**INTER-LOCAL AGREEMENT BETWEEN VAL VERDE COUNTY  
AND THE CITY OF DEL RIO**

This Agreement is made on the 13<sup>th</sup> day of July, 2015, by and between the County of Val Verde, a political subdivision of the State of Texas, (hereinafter referred to as "County" and the City of Del Rio, hereinafter referred to as the "City".

**WHEREAS**, the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

**WHEREAS**, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of the governmental functions and services; specifically the placement of utility poles to carry fiber optic cables for the County of Val Verde within existing rights of way of City of Del Rio Streets, and for such other further acts of cooperation as the parties may subsequently agree to by the execution as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Val Verde County and the City of Del Rio; and

**WHEREAS**, the governing bodies of the City of Del Rio and Val Verde County desire to foster good-will and cooperation between the two entities; and

**WHEREAS**, the City of Del Rio and Val Verde County, deem it to be in the best interest of both entities to enter into this Agreement relative to the placement of utility poles to carry fiber optic cables for the County of Val Verde within existing rights of way of City of Del Rio Streets and for such other additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, the City and Val Verde County agree as follows:

**Services to be Performed**

The City agrees to allow Val Verde County to place utility poles to carry fiber optic cables for the County of Val Verde within existing rights of way of City of Del Rio Streets, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

**Duration of Agreement**

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this agreement shall commence July 1, 2015, upon execution by both parties and shall expire on a future date agreed to by both parties should the need arise to end this agreement.

**Relationship to Parties**

The parties intend that Val Verde County, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Val Verde County, its agents, employees, volunteer help or any other person operation under this Agreement, shall be considered an agent or employee of the City of Del Rio and shall not be entitled to participate in any pension or other benefits that Val Verde County provides its employees.

**Notice to Parties**

Any notice given hereunder by either party to the other shall be in writing and may be affected by

personal delivery in writing or by certified mail, return receipt requested. Notice to Val Verde County shall be sufficient if made or addressed to the office of the County Judge,

Notice to the City shall be sufficient if made or addressed to the office of City Manager, City of Del Rio,

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

**Miscellaneous Provisions**

***Indemnification***

City of Del Rio agrees to promptly defend, indemnify and hold Val Verde County harmless from and against any and all claims, demands, suits causes of action, and judgements for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the City of Del Rio, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

**Alternative Dispute Resolution**

The City of Del Rio and the County of Val Verde agree that if conflicts, of any nature, should arise, the parties agree to submit and resolve their complaints through an alternative dispute resolution process as described in Chapter 2009 of the Texas Government Code.

**Entire Agreement**

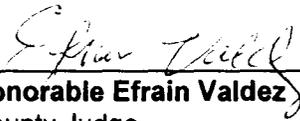
This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modification concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Val Verde County, Texas.

The undersigned officer and/or agents of the parties hereto are the property authorized officials of the party presented and have the necessary authority to execute the Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

Executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

\_\_\_\_\_  
**Honorable Robert Garza**  
Mayor  
City of Del Rio

  
\_\_\_\_\_  
**Honorable Efrain Valdez**  
County Judge  
County of Val Verde

**COMMISSIONER'S COURT MINUTES ON WEB PAGE(S)  
Court Meeting of 7/13/2015**

COUNTY	MINUTES	AGENDA	DATES	WRITTEN	VIDEO	SIGNED	PRINT	WEBPAGE TAB
UVALDE	YES	NO	2008-2015	YES	NO	NO	YES	Commissioner's
MAVERICK	NO	NO						
KINNEY	NO	NO						
REAL	NO	NO						
LAMAR	NO	NO						
DALLAS	YES	YES	2013-2015	NO	YES	N/A	NO	Transparency
AUSTIN	YES	YES	2011-2015	YES	NO	NO/YES	YES	Main Page
BURNET	YES	YES	1991-2015	YES	NO	NO	YES	Commissioner's & County Clerk
ANDERSON	NO	YES	2013-2015	N/A	NO	NO	YES	County Clerk
POLK	YES	YES	1995-2015	YES	NO	NO	YES	County Clerk
MEDINA	NO	NO	Schedule of	Meetings	Only!	N/A	N/A	Commissioners
BEXAR	YES	YES	2001-2015	YES	NO	NO	YES	County Clerk

Note: All of the above minutes do not include any attachments to the minutes. The minutes include a notation at the end of the minutes that "supporting documents on file with County Clerk."

**Court Should Decide:**

Do they want attachment documents w/minutes on website or just notation that the attachments are available from County Clerk?

Which minutes do they want on website? Written? \_\_\_\_\_ Audio? \_\_\_\_\_ Both? \_\_\_\_\_

If Written: Signed? \_\_\_\_\_ Unsigned? \_\_\_\_\_ If Signed: Software to avoid data manipulation?

How many years of minutes? \_\_\_\_\_ 2 yrs. \_\_\_\_\_ All \_\_\_\_\_ Other

Print availability? Yes \_\_\_\_\_ No \_\_\_\_\_ Charge for printing? Yes \_\_\_\_\_ No \_\_\_\_\_

Presentation by: Janie Ramon  
Val Verde County Clerk



#37

## MorphoTrust USA SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of the 3rd day of June, 2015 ("Effective Date"), by and between MorphoTrust USA, LLC having an office at 296 Concord Road, Suite 300, Billerica, MA 01821 ("MorphoTrust") and, Val Verde Sheriff's Office, having an office at 295 FM 2523 Hamilton Lane, Del Rio, TX 78840 ("Service Provider").

**WHEREAS:** MorphoTrust is the prime contractor under a contract to provide biometric identification services for one or more government agencies; and

**WHEREAS:** MorphoTrust has requested Service Provider to provide biometric identification services as MorphoTrust's subcontractor and Service Provider agrees to provide such services under the terms and conditions of this Agreement.

**NOW, THEREFORE,** the Parties agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

- A) "Agency" shall mean the government agency identified in Attachment A and to which MorphoTrust transmits an Applicant's biometric and biographic information.
- B) "Applicant(s)" shall mean those individuals who have their biometric and biographic information transmitted to the Agency.
- C) "Applicant Fees" shall mean any fees due from Applicants, as specified in the SOW, or as otherwise communicated by MorphoTrust to Service Provider from time to time.
- D) "Fees" shall mean those fees specified in Attachment A for Service Provider's provision of Services.
- E) "Prime Contract" shall mean the contract between MorphoTrust and one or more government entities, or between MorphoTrust and its higher-tier contractor, in support of a contract with one or more government entities.
- F) "Services" shall mean those services described in Attachment A or any subsequent SOW executed by the parties.
- G) "Statement of Work" or "SOW" shall mean Attachment A to this Agreement and any statement of work subsequently executed by the parties or any amendment to this Agreement to identify Services.

2. **SERVICES**

In consideration of MorphoTrust's payment to Service Provider of the Fees, Service Provider hereby agrees to provide the Services in accordance with the terms and conditions of this Agreement and of all Attachments and Schedules hereto and any SOW, which shall be deemed incorporated into, and made a part of, this Agreement by this reference.

3. **REMITTANCE OF APPLICANT FEES; TAXES**

- A) Service Provider will collect and remit Applicant Fees to MorphoTrust on a daily basis. All Applicant Fees are non-refundable and shall be remitted by Service Provider without any right of setoff or deduction. Where remittance of collected Applicant Fees is routinely late, MorphoTrust may, at its sole discretion, deduct collected Applicant Fees from Fees paid to Service Provider upon 30 days written notice to Service Provider.
- B) In jurisdictions where Applicant Fees are subject to sales or other taxes, MorphoTrust will include such taxes within Applicant Fees. The Service Provider will collect and remit any such taxes to MorphoTrust with the Applicant Fees. Service Provider is solely responsible for the reporting, collection, and /or remittance of all other taxes and governmental fees associated with Service Provider's business.

4. **PAYMENT TO SERVICE PROVIDER**

MorphoTrust agrees to pay Service Provider the Fees set forth in Attachment A within forty-five (45) days of the last day of the month in which the relevant Services were performed.

5. **EQUIPMENT**

MorphoTrust will provide Service Provider with all required hardware and software to perform Services, free of lease or charge, which may include a Livescan device, computer, monitor, printer, check scanner, router and required cabling ("Equipment"). Service Provider agrees that any Equipment provided by MorphoTrust shall remain the sole property of MorphoTrust and shall be used exclusively for the performance of Services. MorphoTrust will maintain and support the Equipment at no charge to Service Provider, except as otherwise provided in this Agreement. Service Provider agrees to use best efforts to keep the equipment in good working order. If any Equipment is lost or damaged by the Service Provider, MorphoTrust may invoice Service Provider for the replacement value thereof or deduct the replacement value from Fees.

6. **CONFIDENTIALITY**

- A) "Confidential Information" means all information or material disclosed by one party hereto ("Discloser") in any manner, whether orally, visually or in tangible form, to the other party hereto

("Recipient"), or otherwise discovered by or made available to Recipient. Confidential Information includes, but is not limited to, the following types of information: any information collected by Applicants, software (in various stages of development), designs, drawings, specifications, models, source code, object code, know-how, techniques, documentation, diagrams, flow charts, marketing and development plans, business plans, financial information, customer lists, and other similar information and intellectual property that is proprietary to and confidential information of Discloser, and all copies, descriptions and summaries thereof, whether created by Discloser or Recipient. In the course of disclosing Confidential Information to the Recipient, Discloser shall endeavor to identify such information as "confidential", but failure to so identify such information as confidential shall not relieve Recipient of its obligations hereunder. Confidential Information shall not include information that: (a) is already known to Recipient without restriction on use or disclosure prior to receipt of such information from Discloser; (b) is or becomes part of the public domain other than by breach of this Agreement by Recipient; (c) is developed by Recipient independently of and without use of or reference to any of Discloser's Confidential Information; or (d) is received by Recipient from a third party who is not under any obligation to Discloser to maintain the confidentiality of such information. For the avoidance of doubt, the terms of this Agreement, and the existence of any business relationship between the parties, shall be deemed Confidential Information.

- B) All Confidential Information disclosed by Discloser shall remain the sole property of Discloser. Nothing herein shall be construed as a grant by Discloser to Recipient or any third party of any license, directly or by implication, estoppel or otherwise, in any Confidential Information. Nothing contained herein shall create any obligation on the part of Discloser to provide Recipient with any Confidential Information.
- C) Discloser hereby authorizes Recipient to use Confidential Information solely for the purpose of performance of this Agreement and for no other purpose whatsoever. Such authorization shall automatically expire upon expiration or termination of this Agreement for any reason. Recipient covenants and agrees that it shall disclose, permit the disclosure of or allow access to Confidential Information to only those of its employees who (a) have a need to know such Confidential Information and (b) have executed written confidentiality agreements with obligations of confidentiality and restrictions on use substantially similar to those herein. Recipient agrees that in no event shall any other employee of Recipient or any third party, including but not limited to affiliates, customers and contractors of Recipient, have access or exposure to Confidential Information without the express written consent of Discloser.
- D) Recipient agrees that it will handle Confidential Information with the same degree of care it takes to safeguard its own confidential information of a like nature, but in no event less than a reasonable degree of care, and will not use, disclose or make available, directly or indirectly, any Confidential Information to any person, concern or entity, except as expressly permitted hereunder.

- E) Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient or its employees, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- F) Recipient shall not create derivative works from, reverse engineer, decompile or disassemble any software code and/or pre-release hardware devices disclosed by Discloser to the Recipient under the terms of this Agreement, except as expressly permitted by applicable law.
- G) Notwithstanding any other provision of this Agreement, Recipient may disclose Confidential Information in response to a valid order of a court, regulatory agency, or other governmental body in the United States or any political subdivision thereof, but only to the limited extent and for the limited purposes stated in such order; provided, however, that Recipient shall first notify Discloser in writing of the order and cooperate with Discloser if Discloser desires to seek an appropriate protective order.
- H) All Confidential Information, copies and summaries thereof shall be returned to Discloser within ten (10) days of Discloser's request. At Discloser's option, Confidential Information, including all copies, may instead be destroyed by Recipient, provided Recipient certifies such destruction in writing to Discloser within five (5) days of Discloser's instructions to Recipient. This obligation survives expiration or termination of this Agreement.
- I) It is agreed that due to the sensitive and highly valuable proprietary information contained in Confidential Information, Discloser would suffer irreparable harm from the unauthorized disclosure or use of Confidential Information. Accordingly, either party may seek injunctive relief from any court of competent jurisdiction if necessary to preserve the status quo or otherwise prevent irreparable harm from the unauthorized disclosure or use of its Confidential Information pending final resolution of a decision on the merits with respect to such disclosure or use. In the event any party takes legal action to enforce any of the terms of this Agreement, the unsuccessful party to such action shall pay the successful party's expenses, including actual attorneys' fees, incurred in such action.

## 7. NON-SOLICITATION; NON-COMPETE

Service Provider agrees that during the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, regardless of the reason for termination and regardless of which party terminates, except as otherwise permitted in advance in writing by MorphoTrust, Service Provider shall not: (a) solicit for hire any employees of MorphoTrust; (b) divert or attempt to divert from MorphoTrust any business of MorphoTrust; (c) perform any services which are related or similar to the Services for any person or entity other than MorphoTrust, which duty shall be interpreted as broadly as allowed under law to prevent Service Provider from interfering with MorphoTrust's business opportunities and to prevent Service Provider from competing against MorphoTrust or assisting other persons or entities to perform work which has the effect of reducing the work available to MorphoTrust; or (d) otherwise interfere with MorphoTrust's (or its subsidiaries' or affiliates') employee relationships.

or with MorphoTrust's customer or vendor relationships. In addition to other remedies available to it at law, including without limitation, monetary damages, MorphoTrust shall be entitled to injunctive and other equitable relief in the event of Service Provider's breach of this Section 7.

## 8. WARRANTIES

A) Service Provider represents and warrants that all employees and contractors of Service Provider, who collect, submit or otherwise process biometric or biographic information of Applicants will be only United States citizens, and not dual citizens, who have passed a background check and drug screen by MorphoTrust's third party background check provider (collectively "Background Check Requirements"). For purposes of this Section 8, all individuals subject to Background Check Requirements shall hereinafter be referred to as "Restricted Personnel." Service Provider will not use Restricted Personnel in performance of this Agreement until after MorphoTrust's Chief Security Officer or Chief Compliance Officer has notified Service Provider in writing that such Restricted Personnel meet Background Check Requirements. It shall be a material breach of this Agreement by Service Provider if any Restricted Personnel begin to perform under this Agreement before MorphoTrust has provided such notification.

B) Service Provider further represents and warrants that:

- i) Services will be performed in a timely, professional and workman-like manner and will conform to the specifications stated in the applicable SOW; and
- ii) Service Provider shall comply with all federal, state and local laws and regulations and any terms identified in the SOW as a Prime Contract Flow-Down Term.

## 9. INSURANCE

Service Provider agrees to obtain and maintain umbrella liability and General Public liability insurance with minimum limits of \$1,000,000.00 per occurrence for the entire duration of this Agreement. Service Provider further agrees to obtain and maintain workers' compensation insurance with at least the statutory required minimums for coverage as well as other state and federally mandated insurance coverage. Service Provider agrees to provide to MorphoTrust a certificate of insurance evidencing the coverage required by this Section 9 and naming MorphoTrust as an additional insured upon request.

## 10. INDEMNIFICATION

Each party ("Indemnifying Party") shall defend and indemnify the other, and their respective officers, directors, employees, and agents (the "Indemnified Party") from and against all claims, demands, actions, causes of action, liabilities, damages, costs and expenses (including reasonable attorneys' fees) suffered by the Indemnified Party and arising out of or relating to (a) breach by Indemnifying Party of any of its representations, obligations or warranties in this Agreement or (b) any claims of physical injury or property damage occurring on Indemnifying Party's premises. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and shall not settle any such claim without the prior

written consent of the Indemnifying Party. The Indemnifying Party shall have the right to control the defense of any such claim, with counsel reasonably acceptable to Indemnified Party.

#### 11. LIMITATION OF LIABILITY

EXCEPT FOR BREACH OF EITHER PARTY'S OBLIGATIONS IN SECTION 6 OF THIS AGREEMENT (CONFIDENTIALITY) AND SCHEDULE B TO THIS AGREEMENT (SECURITY REQUIREMENTS), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL SUM OF ALL FEES PAID TO SERVICE PROVIDER BY MORPHOTRUST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE(S) OF ACTION AROSE. EXCEPT FOR BREACH OF EITHER PARTY'S OBLIGATIONS IN SECTION 6 OF THIS AGREEMENT (CONFIDENTIALITY) AND SCHEDULE B TO THIS AGREEMENT (SECURITY REQUIREMENTS), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

#### 12. TERM AND TERMINATION

- A) This Agreement will commence on the Effective Date and remain in full force and effect until terminated by either party under the terms of this Agreement.
- B) MorphoTrust may terminate this Agreement at any time upon written notice for any breach or non-compliance with this Agreement that MorphoTrust reasonably believes denigrates its business reputation or could lead to termination of the Prime Contract.
- C) This Agreement shall terminate automatically and with immediate effect upon the expiration or termination of the Prime Contract or if the Agency or any party to the Prime Contract informs MorphoTrust that Service Provider is no longer an approved subcontractor.
- D) Either party may terminate this Agreement in the event that a material breach by the other party remains uncured for a period of thirty (30) days from the date the party in breach receives written notice of such breach.
- E) MorphoTrust may terminate this Agreement at any time for any reason with thirty (30) days prior written notice. If requested by MorphoTrust, Service Provider agrees to continue providing the Services during the thirty (30) day notice period and MorphoTrust will pay Service Provider in accordance with the terms of this Agreement.
- F) Service Provider may terminate this Agreement at any time for any reason with ninety (90) days prior written notice. If requested by MorphoTrust, Service Provider agrees to continue

providing the Services during the ninety (90) day notice period and MorphoTrust will pay Service Provider in accordance with the terms of this Agreement.

- G) In the event of termination, Service Provider agrees to assist MorphoTrust with any de-installation of the Equipment, transition of resources and work product and to provide full cooperation and support for transition to an alternate service provider.
  
- H) It is acknowledged that Service Provider's termination of this Agreement or cessation of Services within the first six (6) months ("Early Termination") will cause MorphoTrust to incur economic damages and loss of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by MorphoTrust of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for Early Termination (even with the notice required under this Agreement), MorphoTrust may assess and recover, as against Service Provider, without MorphoTrust being required to present any evidence of the amount or character of actual damages sustained by reason thereof, liquidated damages in the amount of One Thousand Dollars (\$1,000) ("Liquidated Damages"). Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Service Provider shall pay Liquidated Damages to MorphoTrust without limiting MorphoTrust's right to terminate this Agreement for default as provided elsewhere herein. MorphoTrust may withhold any amounts due to Service Provider under this Agreement in order to recover Liquidated Damages from Service Provider.

**13. DOCUMENT RETENTION; AUDIT**

Service Provider shall maintain records, books, files and other data and in such detail as shall properly substantiate claims for payment, for a minimum retention period of seven (7) years, beginning on the date the Services were provided, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry. Service Provider shall provide MorphoTrust and the Agency with access to such records during Service Provider's regular business hours and upon reasonable prior notice, including on-site reviews and reproduction of such records at MorphoTrust's expense.

**14. NON-DISCRIMINATION; UNFAIR LABOR PRACTICES**

Service Provider shall comply with all federal, state and local laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate against any employee or applicant for employment, nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment, because of race, creed, color, national origin, ancestry, age, sex, religion, height, weight, marital status, physical or mental disability, genetic predisposition, carrier status or sexual orientation, or for exercising any rights afforded by law.

**15. CONFLICT OF INTEREST**

The Service Provider must not have or acquire any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with MorphoTrust's performance of its duties and responsibilities under the Prime Contract or otherwise create an appearance of impropriety with respect to the award or performance of the Prime Contract. The Service Provider agrees to notify MorphoTrust about the nature of any such conflict or appearance of impropriety immediately upon discovery.

**16. EXPORT CONTROL**

Notwithstanding anything to the contrary in this Agreement, Service Provider acknowledges and agrees that it may be subject to regulations of the U.S. Department of Commerce that prohibit the export or diversion of certain products and technologies to certain countries. Service Provider agrees that it will not export or divert any information or technology provided hereunder without fully complying with all relevant laws of and regulations, including without limitation, the US Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the US Department of Commerce.

**17. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to the conflict of laws and rules.

**18. SURVIVAL**

The sections of this Agreement which by their nature require survival after termination or completion of the Services shall survive and remain notwithstanding any termination or completion of the Services. The Sections which shall survive include, but are not limited to, Sections 3 (Remittance of Applicant Fees; Taxes), 4 (Payment to Service Provider), 5 (Equipment), 6 (Confidentiality), 7 (Non-Solicitation; Non-Compete), 10 (Indemnification), 11 (Limitation of Liability), 12 (Termination), 13 (Document Retention), 15 (Conflict of Interest), 16 (Export Control), 17 (Governing Law), 18 (Survival), 21 (Severability), 22 (Notices) and 23 (Entire Agreement).

**19. INDEPENDENT CONTRACTOR**

The relationship between the Parties subject to this Agreement shall be independent contractors. Service Provider employees or agents rendering services under this Agreement shall not be employees of MorphoTrust, the Agency or any government entity that is a party to the Prime Contract for federal or state tax purposes, or for any other purpose. Service Provider shall be responsible for workers' compensation, social security, unemployment insurance and all applicable taxes.

**20. ASSIGNMENT**

Neither party may assign any of its rights or delegate any of its duties, in whole or in part, without the prior written consent of the other party. Any attempted assignment or delegation without such consent

shall be null and void. Notwithstanding the foregoing, MorphoTrust may assign this Agreement to any current or future parent or subsidiary of MorphoTrust or of such parent without Service Provider's prior written consent.

## **21. SEVERABILITY**

If any provision of this Agreement should be held to be invalid in any way or unenforceable, it shall be severed and the remaining provisions shall not in any way be affected or impaired. This Agreement shall be construed so as to most nearly give effect to the intent of the parties as originally executed.

## **22. NOTICES**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services to the parties' respective addresses first set forth above. Except as otherwise provided herein, such notices shall be deemed given when received copies of all notices to MorphoTrust shall be sent to:

MorphoTrust USA, LLC  
Attn: General Counsel  
296 Concord Road  
Suite 300  
Billerica, MA 01821  
legalnotices@morphotrust.com

With a copy to:

MorphoTrust USA, LLC  
Attn: Charles Carroll  
6840 Carothers Parkway  
Suite 601  
Franklin, TN 37067

## **23. ENTIRE AGREEMENT**

This Agreement and all Attachments and Schedules contain the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous communications and agreements with respect to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. No provision of this Agreement can be waived or cancelled, and this Agreement cannot be changed, modified or amended, except by an instrument in writing executed by both parties.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original Agreement for all purposes and which collectively shall constitute one and the same Agreement. The signature of either of the parties hereto may be evidenced by a facsimile or electronic (e.g., pdf) copy of this Agreement bearing such signature and transmitted to the other party. Such signature shall be valid and binding as if an original executed copy of the Agreement has been delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

MORPHOTRUST USA, LLC

Val Verde County Sheriff's Office

By: \_\_\_\_\_

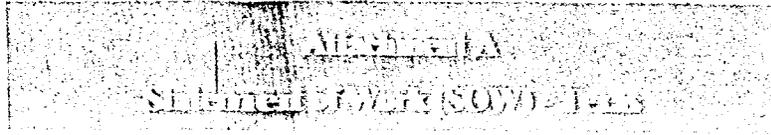
By: Efrain Valdez

Name: Casey Mayfield  
Title: Director of Operations

Name: Efrain Valdez  
Title: Val Verde County Judge

LIST OF ATTACHMENTS

Attachment A	Statement of Work (SOW)
Attachment B	W-9
Schedule A	Personnel Requirements
Schedule B	Security Requirements
Schedule C	Technical Requirements



**Statement of Work**

This Statement of Work ("SOW") identifies the Fees, Applicant Fees and the Services to be provided by Val Verde Sheriff's Office ("Service Provider") under the terms of the Services Agreement between Service Provider and MorphoTrust USA, LLC ("MorphoTrust"), dated on or around June 3, 2015 ("Agreement"). and sets forth any additional terms and conditions concerning the Services, except as otherwise expressly provided herein by reference to the affected section of the Agreement, the rights and obligations of the parties set forth in this SOW shall be governed by the Agreement. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement.

**A. Summary**

MorphoTrust USA (MorphoTrust) has contracted with the Texas Department of Public Safety (TX DPS) to provide exclusive electronic fingerprint services to Texas applicants. MorphoTrust offers services to a variety of state agencies in the state of Texas, including the Board of Nursing, the Department of Family and Protective Services, and the Texas Education Agency, among others. Applicants are required to have a fingerprint-based background check as part of their application process. TX DPS processes applicant fingerprints through their state Automated Fingerprint Identifying System (AFIS) and the Federal Bureau of Investigations (FBI) database to produce a criminal history check. The results are then forwarded by TX DPS to the requesting agency, volunteer organization or employer for handling. This document describes the basic requirements for the purpose of working with TX DPS and MorphoTrust.

**B. Fees**

MorphoTrust agrees to pay Service Provider a payment of \$3.00 per successfully submitted transaction under the terms of Section 4 of the Agreement. Successfully submitted transactions are defined as the submission and recording of Applicant's fingerprints and other biographic information on the MorphoTrust server and sent directly to the Federal or State Automatic Fingerprint Identification System (AFIS). Service Provider will not be paid for rejected fingerprint submissions.

**C. Retail Services**

MorphoTrust further agrees to pay Service Provider for the following retail services per each MorphoTrust-directed Applicant to the Service Provider, and upon successful transaction, under the terms of Section 4 of the Agreement.

- FBI Identity History Check: \$4
- Photo Services: \$4
- Sales of miscellaneous products to applicants while applicants are at Service Provider's facility (e.g., beverages, lanyards): Fifteen percent (15%) of net revenue from each such sale

Service Provider shall provide additional services and support promotional marketing and merchandising. Service Provider shall complete necessary reporting requirements for retail service transactions.

**D. Prime Contract Flow-Down Terms**

• E-Verify

By executing this SOW, Service Provider warrants that it utilizes and shall continue to utilize for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of the following persons to perform work under the Agreement:

- (1) All persons employed to perform duties within Texas during the term of and in performance of the Agreement; and
- (2) All persons (including subcontractors) assigned by Service Provider to perform under the Agreement within the United States of America.

The Service Provider shall provide, upon request of MorphoTrust, proof of compliance with the terms of this Section D, which may include an electronic or hardcopy screenshot of the confirmation or tentative non-conformation screen containing the E-Verify case verification number, for attachment to the Form I-9, for the three most recent hires described in subsections (1) and (2) of this Section.

• DPS Dress Code

The FAST service representatives shall adhere to the Department's written instructions on dress code as defined in Schedule A.

• Hours of Operation

- A. With the exception of state and federal holidays and locations hosted at state agencies, the Service Provider shall operate all fixed locations within the office hours of 8:00 A.M. to 8:00 P.M. in its designated time zone.
  - i. In the event of a location closure not due to catastrophic events or severe weather, Service Provider shall reschedule applicant appointments affected by the closure within forty-eight (48) hours and will waive Service Provider's fee for all applicants who were rescheduled due to such location closure. All other applicant fees will be collected and remitted to MorphoTrust.

**E. Service Provider Responsibilities**

- 1) Service Provider agrees to accept Applicants for processing during the below standard days and hours of operation:

Existing hours of operation remain the same.

- 2) Service Provider must communicate any requested changes to the agreed-upon operating hours to the appropriate MorphoTrust Supervisor/Manager, with a minimum of thirty (30) days notice. Any permanent changes to operating schedules must be pre-approved in writing by MorphoTrust. In the event of an unscheduled closure, Service Provider must notify MorphoTrust no later than 8 AM local time on the date of such closure. In the event of an unscheduled closure, Service Provider must provide an alternate date on which Service Provider will accept Applicant appointments. Service Provider will not receive payment for applicants that were rescheduled due to unscheduled closure.

- 3) Service Provider represents and warrants that it shall comply with the requirements of the Americans with Disabilities Act (ADA).

- 4) Except as may be specifically stated in the Agreement, Service Provider is responsible for all staffing, operations, building leases, equipment rental, consumables and office supplies required for performance of Services.

- 5) Service Provider will verify the identity of each Applicant and the specific reason they are requesting fingerprinting services prior to collecting fingerprints. Service Provider shall also require each Applicant to produce government-issued photo identification prior to being fingerprinted.

- 6) Service Provider will accept Applicant Fees in the form of certified, business or company checks or money orders and credit cards, unless mutually agreed to in writing. Applicants who make their appointments online may have additional payment options.
- 7) On a daily basis, Service Provider will remit all collected Applicant Fees to the MorphoTrust Billing Department in a postage-paid envelope provided by MorphoTrust. Service Provider will provide other reports and data requested by MorphoTrust from time to time.
- 8) Service Provider will provide a receipt, in a format specified by MorphoTrust, to each Applicant who is fingerprinted, as evidence of successful completion of the transaction. The receipt will include a unique identifying number assigned and submitted with the electronic submission of the Applicant's biometric and biographic information.
- 9) Service Provider will not collect any additional Applicant Fees from Applicants whose fingerprints were submitted by Service Provider, but rejected by the Agency.
- 10) In addition to Service Provider's confidentiality obligations under the Agreement, Service Provider shall take reasonable steps (e.g., privacy screens, room partitions, separate collection room or area) to ensure that Applicant data visible on the Livescan device is shielded from view by anyone other than the Applicant and the Service Provider employee operating the Livescan device.
- 11) Service Provider must maintain a fingerprint rejection rate of less than 2%. Only individuals that have attended a MorphoTrust fingerprint-rolling training session, who have reviewed, executed and returned the MorphoTrust IT Security Policy and meet other requirements of the Agreement may operate Equipment.
- 12) Service Provider agrees to provide Services with a high degree of professionalism, treat all Applicants in a polite and courteous manner, and promptly notify MorphoTrust of any issues or incidents that arise from Applicant dissatisfaction.
- 13) Service Provider agrees to provide adequate parking with ADA-accessibility and reasonable accommodations for Applicants waiting for fingerprinting appointments.
- 14) The Service Provider shall provide services under this SOW within the targets specified in the Service Level Agreements (SLAs) defined in Appendix I: Service Provider Performance Metrics.
- 15) MorphoTrust will provide initial training for Service Provider employees at MorphoTrust expense. Service Provider must cause its employees to complete approximately three (3) hours of computer based training (CBT) outside of normal operating hours and two (2) days of hands-on instruction with a MorphoTrust Trainer. The Trainer will observe the employee in a live environment for one (1) day during normal hours of operation. The employee must demonstrate proficiency of the material learned. The Trainer will determine whether the employee is competent to perform the work independently in the Trainer's certification process. Examples of specific training topics include:
- Glossary of Terms and Acronyms
  - Enrollment Process
  - Identification Verification/Citizenship Status
  - Identification Authentication/I-Authenticate
  - Photograph Capture
  - Payment Processing
  - Fingerprint Captures
  - Card Management Functions
  - Start of Day and End of Day Procedures
  - Data Entry
  - Operations & Administration

Appendix I to Attachment A

Service Provider Performance Metrics

The Service Provider shall provide MorphoTrust with performance measures that fall within the Service Level Agreements (SLAs) defined below. The SLAs have been established to evaluate Service Provider performance. These metrics may also provide a benchmark to identify areas for future improvements. Repeated failure to comply with these SLA measurements will result in corrective actions up to and including contract termination.

The Service Provider shall, to the maximum extent possible, meet or exceed the Desired Outcomes summarized in the table below. These objectives are of equal importance to MorphoTrust and its customers. Acceptable quality levels (AQLs) are defined as the minimum level of performance accepted by MorphoTrust and its customers. The Service Provider shall meet each performance measure with careful observance of established policies and procedures. MorphoTrust will calculate and provide regular feedback of SLA performance for each Service Provider.

If performance falls below the identified AQL level for a period of measurement, the Service Provider agrees to adjust their operational performance promptly to assure adherence to the SLAs, including adjustment of hours of operation and adding additional staff as needed. MorphoTrust will provide additional workstation equipment when necessary to enable Service Provider to meet the SLAs.

Number	Performance Measure	Definition	Desired Outcome/Acceptable Quality Level (AQL)	Measurement Frequency
1	Technical			
	FBI Fingerprint Rejection Rate	Percentage of fingerprints rejected by the FBI due to poor quality/erroneous processing.	≤ 2% of submitted fingerprints	Monthly
2	Security			
	Security Violations	A compromise or suspected compromise of information to persons not authorized to receive that information, or a serious failure to comply with the provisions of applicable security requirements which is likely to result in compromise.  A practice dangerous to security is defined as any knowing,	0 violations  The Service Provider does not commit any security violations or engage in any practices dangerous to security. The final determination as to the classification and severity of a security incident as either a security violation or practice dangerous to security is at the discretion of MorphoTrust.	As soon as the violation is discovered

		willful, or negligent action contrary to the provisions of applicable security requirements that does not rise to the level of a security violation. A pattern of repeated lesser security infractions committed by Service Provider personnel may result in determination of a practice dangerous to security.		
3.	Privacy			
	Privacy Violations	<p>A compromise or suspected compromise of Personally Identifiable Information (PII) to persons not authorized to receive that information, or a serious failure to comply with the provisions of applicable privacy requirements which is likely to result in compromise.</p> <p>A practice dangerous to privacy is defined as any knowing, willful, or negligent action contrary to the provisions of applicable privacy requirements that does not rise to the level of a privacy violation. A pattern of repeated lesser privacy infractions committed by Service Provider personnel may result</p>	<p>0 violations</p> <p>The Service Provider does not commit any privacy violations or engage in any practices dangerous to privacy.</p> <p>The final determination as to the classification and severity of a privacy incident as either a privacy violation or practice dangerous to privacy is at the discretion of MorphoTrust.</p>	As soon as the violation is discovered

		in a determination of a practice dangerous to privacy.		
4.	<b>Customer Service:</b>			
	Operational Availability	The percentage of time that an enrollment center is open (number of hours closed/ number of scheduled operational hours)	99%	Weekly
5.	<b>Operational:</b>			
	EA Procedural Errors	Number of errors in procedure by EAs that are identified by audit, error detection, or other circumstances	Evaluation of seriousness and frequency of errors	Monthly
	Financial Instrument Handling Compliance	Number of incorrectly handled checks or money orders. This includes failing to process, submit, or control these financial instruments according to established procedures	Evaluation of seriousness and frequency of errors	Monthly

Critical Customer Service Measures are further defined below:

**Operational Availability** – This is defined as the time that an enrollment center is open as a percentage of its scheduled hours (i.e., number of hours open divided by number of scheduled hours).

1. Any closures related to weather shall not be included in this metric.
2. Federal government holidays (for example, Veterans Day) shall not be included as part of scheduled hours since it is anticipated that all enrollment centers will be closed during these holidays.
3. Any pre-approved non-standard closures shall be excluded from this metric (for example, Mardi Gras holiday closures in Louisiana).
4. System-related closures shall be excluded from the metric
  - a. For example, if the MorphoTrust or government system or any provided components of MorphoTrust's UEP system are unavailable, then those hours of outage will not be included in this metric.
5. Any sites that are scheduled for only one day of operations in a week and that have an unscheduled closure, will not have the unscheduled closure time included in the metric, so long as the operational hours are "made up" later in the same calendar week.
  - a. For example, if a site is scheduled for 9 AM – 5 PM operations on Mondays only and has an unscheduled closure, then the unscheduled closure shall be excluded from this metric if the site is open for a cumulative 8 operational hours later in the same calendar week.

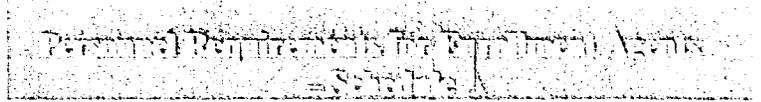
Any closure that exceeds one hour shall require Service Provider to notify MorphoTrust and will be included in this metric.

1.7 Serious Incident Penalties - Any site with a Security Incident caused by Service Provider and identified by MorphoTrust or MorphoTrust's Customer will have their Enrollment and Issuance fees reduced by \$.50 each for two months following the month of the incident. Serious Incidents include, but are not limited to, the following:

- Leaving enrollment work station unattended
- Improper safeguarding and disposal of PII
- Improper handling of fees
- Unscheduled site closure for reasons other than catastrophic event or severe weather

A Security Incident occurs when Service Provider fails to comply with procedures and processes defined in the Agreement, this SOW or published program materials such as the user training manual, standard operating procedures and other program directives or warning orders issued by MorphoTrust or MorphoTrust's customer.

Regardless of the number of Security Incidents identified at a site, each transaction will not be reduced by more than \$.50 in any given month. MorphoTrust will provide Service Provider with all penalty assessments within 30 days after month-end. Upon receipt of penalty assessments from MorphoTrust, Service Provider will have 10 days to review and dispute any assessments.



**Summary**

Service Provider shall provide qualified personnel to serve as Enrollment Agents (EA). EA's must be citizens of the United States and cannot hold dual citizenship status. EA's must meet the specifications as indicated in attachment, A Statement of Work (SOW). Service Provider shall hire qualified candidates in compliance with federal and state laws. Job postings shall be general in nature and not list the specific program, federal agency, teaming members, or salary of the EA position.

The following Job Description section of this document outlines the tasks the EA will perform. These employees must also adhere to the Personal Appearance Guidelines listed below. Wherever practical, Service Provider will hire disabled veterans to perform these services.

**Job Description**

The primary job function of the EA is to capture biometric data including electronic fingerprints according to the requirements of attachment A, SOW. The EA will verify the applicant's identity documents to ensure they are valid and match the individual. The EA will adhere to all privacy and security laws as reviewed in training to ensure the protection of customer information. They are expected to deliver exceptional customer service during the enrollment process. Additional responsibilities include, but are not limited to, supporting the MorphoTrust Operations and Management teams, and conducting other administrative duties as needed to support program requirements.

Enrollment Agents staffed for this program shall perform services as follows:

- View and print appointment schedule using web-based applications
- Verify identity of and enroll employee/applicant, scan documents, and capture biometrics using the computer equipment provided in accordance with program requirements
- Transmit applicant information and fingerprints
- Provide reports to MorphoTrust as might be reasonably requested
- Interface with the helpdesk to resolve technical difficulties
- Monitor performance to ensure operational requirements and metrics are being met
- Implement process improvements as needed

Enrollment Agents will possess, at a minimum, the following attributes and qualifications:

- Must be a US Citizen (holders of dual citizenship status are not accepted)
- Hold a valid driver's license if travel between locations is required
- Professional in appearance and behavior
- Excellent customer service skills, including problem resolution
- Above average computer skills with the ability to conduct basic troubleshooting on hardware and software
- Ability to perform the core functions of the enrollment process
- Ability to pass a pre-employment background check and drug test
- Flexibility and dependability

**Personal Appearance Guidelines**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image MorphoTrust and its Service Providers present to customers and visitors. During business hours or when representing MorphoTrust, Enrollment Agents are expected to present a clean, neat, and tasteful appearance.

MorphoTrust requires professional business attire for MorphoTrust representatives when calling on or serving customers. Without unduly restricting individual tastes, the following personal appearance guidelines must be followed:

- Shoes should provide safe, secure footing, and offer protection against hazards. Canvas or athletic type shoes are not appropriate professional attire
- Tank tops, tube or halter tops, or shorts may not be worn to work
- Mustaches and beards must be clean, well trimmed, and neat
- Hairstyles are expected to be in good taste
- Extremely colored hair and hairstyles, such as spiked hair do not present an appropriate professional appearance
- Offensive body odor and poor personal hygiene is not professionally acceptable
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn while servicing MorphoTrust customers
- Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours
- Visible tattoos and similar body art must be covered during business hours

### **Physical Security**

Service Provider shall ensure employees follow MorphoTrust provided policies and procedures governing physical, environmental, and information security, and the specifications, directives, and manuals for conducting work to generate the products and services as required by this Agreement. Personnel are responsible for the physical security of their area and Contractor Furnished Equipment (CFE) issued to them under the provisions of the Agreement. Service Provider is responsible for maintaining compliance with physical security requirements that may be revised over the life of this Agreement. Service Provider shall protect all MorphoTrust-provided assets from loss, theft, abuse, and any malicious, destructive or disruptive activity. Desktop computers must be physically locked to stationary objects at all times. Portable computers must be locked to stationary objects whenever they are not in the direct physical possession of Service Provider personnel. Cable Lock Instructions for Workstations and Laptop Systems will accompany the equipment.

### **Passwords**

Service Provider personnel must never share or disclose any password, PIN, or authentication token. Passwords are highly confidential. MorphoTrust and its affiliates will never contact Service Provider personnel to ask for a username or password. If a password is compromised, or if Service Provider personnel are asked to share their password, the MorphoTrust program manager must be notified immediately.

### **Personally Identifiable Information: Data Privacy and Protection**

Service Provider personnel are required to submit all necessary security information to commence work on this Agreement, in accordance with State of Federal Security Standards. Personnel must obtain a favorable suitability determination to work under this Agreement. The Service Provider and its personnel are required to sign a non-disclosure agreement based on the content of the information handled in performing tasks.

Service Provider must satisfy requirements to work with and safeguard Personally Identifiable Information (PII). All support personnel must understand and rigorously follow MorphoTrust, State, and Federal requirements, policies, and procedures for safeguarding PII. For some programs Service Provider personnel are required to complete online training for PII, Informational Security, and the Federal Privacy Act.

Service Provider shall not disclose, either orally, electronically, or in writing, any information that may be considered sensitive unless authorized in writing by MorphoTrust. Service Provider is responsible for the security of all data generated by Service Provider.

Service Provider agrees to ensure all users of MorphoTrust Information Technology (IT) assets will adhere to all security requirements regarding the confidentiality, integrity, availability, and non-repudiation of information under their control. Service Provider is responsible for all users accessing MorphoTrust IT assets and must guarantee those users actively apply the security requirements specified within this MorphoTrust contract package.

### **Handling Personally Identifiable Information (PII)**

Sensitive Personally Identifiable Information (PII) includes any information about an individual, such as:

- Any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records
- Any other information linked or linkable to an individual, such as medical, educational, financial, and employment information

Service Provider is responsible for the following requirements in accordance with handling PII and any sensitive information:

**The following are non-exclusive PII handling requirements. Service Provider is responsible to take all required actions to protect PII:**

- Physically secure sensitive PII (e.g., safe or lockable file cabinet or drawer) when not in use and/or under the control of a person with a need-to-know. Sensitive PII may be stored in a room/area with access control measures preventing unauthorized access by members of the public, visitors, or other persons without a need-to-know, such as a locked room or an area where access is controlled by a guard, cipher lock or card reader
- Physically secure sensitive PII when in transit. For example, do not pack laptops or electronic storage devices in checked baggage. Do not leave laptops or electronic storage devices in an unattended car. (See the Physical Security section of this document) Do not mail or courier sensitive PII on CDs unless the CD is encrypted with FIPS-compliant AES-128 encryption. Contact the MorphoTrust program office for more information if needed.
- Store sensitive PII in shared access computer drives only if access is restricted to those with a need-to-know by permissions settings or passwords
- Log off, turn off, or lock your computer whenever leaving a desk to ensure no sensitive PII is compromised
- Do not include sensitive PII in the body of an email. Encrypt all documents containing sensitive PII sent via email. Two software programs that support this are Microsoft Office and WinZip. Contact the MorphoTrust program office for more information if needed
- Do not discuss or entrust sensitive PII to individuals who do not have a need-to-know. Be conscious of the environment and surroundings when discussing sensitive PII. Do not discuss sensitive PII on wireless or cordless phones unless absolutely necessary
- Do not leave sensitive PII unattended on a network printer, facsimile, or copier. Do not send sensitive PII to a facsimile without contacting the recipient to arrange for its receipt
- Only desktop and laptop computers, removable hard drives, thumb drives, or other storage devices issued and approved for use by MorphoTrust may be used for storage of sensitive PII. These devices must be secured with authorization and encryption mechanisms or equivalent protection approved by MorphoTrust
- Do not remove PII from the worksite, in either paper or electronic format unless appropriately secured. Electronic formats must be encrypted. Paper formats must be under the control of the employee or locked in a container. Personal computers must not be used to access, process or store sensitive PII
- Destroy all sensitive PII when it is no longer needed and continued retention is not required. Destruction must be accomplished by shredding, or through such other means as will make the sensitive PII in the record irretrievable. Diskettes, USB and other forms of external drives, or other magnetic media must be cleared (i.e. overwritten or zeroed) before re-use. Records stored pending a scheduled destruction must be safeguarded to prevent unauthorized access during the interval before destruction
- Report any suspected or confirmed loss, theft, or unauthorized disclosures of sensitive PII within one hour of discovery to the MorphoTrust program office. Report the date/time the data compromise was discovered, how it occurred, what data was involved, the number of individuals whose data was compromised, and any information regarding mitigation of the risk of loss (e.g., encryption)

**Service Provider is prohibited from requesting, collecting, or maintaining any applicant PII other than expressly permitted within this SOW. The following activities requiring PII retention are permitted:**

- Usage of MorphoTrust provided applicant processing software to display, edit, and confirm applicant's data
- Capturing applicant information required to perform the sign-in of the applicant using the MorphoTrust provided applicant sign-in log
- Upon acceptance of a money order from an applicant, recording the required subset of applicant information on the MorphoTrust provided money order tracking log

**Protection of MorphoTrust Intellectual Capital, Intellectual Property, and Proprietary Information**

Service Provider shall not use or disclose any of MorphoTrust's Proprietary Information, in whole or in part, for any purpose, including but not limited to:

Last Revision Date: 1/14/2013

- Manufacture or enable manufacture by itself or any third party of the MorphoTrust products, products similar thereto, or products derived there from, without the prior express written consent of MorphoTrust
- Decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any products or equipment of the disclosing party or any part thereof
- Perform any services, including services relating to the products or equipment of the disclosing party
- Deliver under a contract or make subject to a "rights in data" clause or equivalent clause
- Confer with a competitor of MorphoTrust about services that relate to the type of services provided under this Agreement

Proprietary Information includes but is not limited to MorphoTrust's trade secrets, financial information, economic or engineering information, formulas, know how, processes, pricing, business plans or models, licenses, copyrights, patents, technical data, intellectual property, software, hardware, software integration, hardware integration, software and hardware integration, designs, trademarks, service marks, trade secrets, and inventions. Proprietary Information shall remain the exclusive property of MorphoTrust, and no license therein is granted by MorphoTrust.

#### **Security Training**

Service Provider will ensure all appropriate personnel review and agree to comply with these and any other applicable Security Requirements within 30 days of assignment to work under the Agreement and at a minimum annually thereafter. Service Provider must ensure all staff supporting this effort completes other security training as requested by the program they are working on.

**SCHEDULE C  
TECHNICAL REQUIREMENTS**

1. Service Provider agrees that only authorized personnel shall have physical control of and access to the Livescan and all components. When Livescan and all components are not under the physical control of authorized personnel, they shall be secured in a way that will not allow anyone else to gain possession of the equipment or gain access to the data contained on the equipment. If the Livescan becomes compromised, lost, and or stolen at any time, Service Provider agrees to immediately contact MorphoTrust's TouchCare Support Center at (866) 326-5309 to report the matter.
  
2. Service Provider agrees to provide Internet connectivity within ten (10) feet of the area where the Live Scan equipment is installed. Service Provider sites agree to meet the requirements for connectivity to the MorphoTrust network, to include:
  - Broadband/High-Speed Business Connection; Usage of a wireless router is allowed with the UES workstation hardwired into the router. See diagram and approved list of routers below. Wireless connectivity is not permitted
  - Internet connectivity minimum upload speed shall be provided for the following configurations
    - 128 Kbps for 1 workstation
    - 256K Kbps for 2 workstations
    - 1 Mbps for up to 8 workstations
    - 3 Mbps for up to 25 workstations
    - 5 Mbps for up to 40 workstations
  - Latency must be below 100ms
  - Firewall protection in front of Livescan, firewall should be bi-directional
  - Update Anti-virus software daily. MorphoTrust has supplied Symantec Anti-Virus; it is the Service Provider's responsibility to ensure the software is updated daily.
  - Service Provider may not connect any peripheral devices (mouse, keyboard, etc.) to the MorphoTrust Livescan workstation and may not use the Livescan workstation for internet browsing or other functions.
  - The following connectivity protocols need to be allowed out from the workstation to the Internet:
    - SSL port 443
    - DNS Service
  - Approved Routers:
    - Non-Wireless – Cisco Small Business RV320
  - The following connectivity protocols to be opened on core firewall to allow VPN connectivity:

Service	Protocol Number	Source Port	Destination Port
SSL Secure Socket Layer	6 (TCP)	N/A	443
PPTP Control Connection	6 (TCP)	1023	1723
PPTP Tunnel Encapsulation	47 (GRE)	N/A	N/A
ISAKMP/IPSEC Key Management	17 (UDP)	500	500
IPSEC Tunnel Encapsulation	50 (ESP)	N/A	N/A
IPSEC NAT Transparency	17 (UDP)	10000 (default)	10000 (default)
TCP/IP Setting (DHCP/Static IP)	If Static IP, provide address		

The Livescan will have Cisco VPN client software that will establish the VPN tunnel back to MorphoTrust. MorphoTrust does not currently allow VPN site-to-site connections, only host-to-gateway.



U.S. Department of Justice

#38

United States Marshals Service

*Western District of Texas*

---

*San Antonio, Texas 78206*

June 29, 2015

The Honorable Joe Frank Martinez  
Val Verde County Sheriff  
295 FM 2523  
Del Rio, TX 78840

Dear Sheriff Martinez:

I write to ask your help. In an effort to streamline and coordinate federal law enforcement efforts in Val Verde County, I write you in support of Chief Patrol Agent Rodolfo Karisch's request to have Customs and Border Protection added as a rider to the United States Marshals Service's IGA with Val Verde County. I would very much appreciate your support of this administrative action.

It is my understanding that this specific request will be considered at the next Commissioners' Court in July. I would very much appreciate your support of the request. If approved, the United States Marshals Service's HQ requires the favorable decision to be sent to me for submission to USMS HQ.

Please advise. Please feel free to contact me at (210) 271-2525 if you have any questions. With best regards, I remain

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Almonte", is written over a horizontal line.

Robert Almonte  
United States Marshals Service  
Western District of Texas

**Joe Frank Martinez**

---

**From:** Brett Bement <bbement@geogroup.com>  
**Sent:** Thursday, July 02, 2015 4:49 PM  
**To:** Sheriff Joe Franks  
**Subject:** Fwd: Re: Fwd:

----- Forwarded message -----

**From:** "Reed Smith" <rsmith@geogroup.com>  
**Date:** Jul 2, 2015 4:28 PM  
**Subject:** Re: Fwd:  
**To:** "Brett Bement" <bbement@geogroup.com>  
**Cc:** "Gary Gomez" <gagomez@geogroup.com>, "Danna Coapland" <dcoapland@geogroup.com>

We support it

Sent from my iPhone

On Jul 2, 2015, at 3:50 PM, Brett Bement <bbement@geogroup.com> wrote:

Fyi. Attached letter from the marshal asking county support of border patrol piggy back on IGA

*I am sending this letter at the request of Sheriff Martinez.*

*Respectfully,*

*Dora*

#41

August 11, 2014  
Regular Session

The motion seconded by Commissioner Owens was later withdrawn by Judge Allen.

ORDER NO. 14-273

Commissioner Nettleton made a motion Publishing Request for Proposals for outside auditors to conduct a complete audit of all funds held by all county departments.

The motion seconded by Commissioner Ramon prevailed by the following vote:

Ayes: Commissioners Owens, Nettleton and Ramon.

Nays: Commissioner Flores.

ORDER NO. 14-274

Commissioner Ramon made a motion to authorize to request proposals for land surveying services, acquisition and easements for water facility improvements for Escondido, Rancho Del Rio, and Rise Estates, Publish notice for same and appoint Frank Lowe, Roy Musquiz and Commissioner Owens as the selection committee to review proposals.

The motion seconded by Commissioner Nettleton prevailed by the following vote:

Ayes: Commissioners Nettleton, Ramon and Flores.

Nays: None.

ORDER NO. 14-275

Commissioner Ramon made a motion that Commissioner's Court authorizes FirstSouthwest and Fulbright and Jaworski to proceed with the issuance of the bonds and that we set up with a ten year payout.

The motion seconded by Commissioner Nettleton prevailed by the following vote:

Ayes: Commissioners Owens, Nettleton, Ramon and Flores.

Nays: None.

Agenda Item #49 regarding a presentation by Ernesto Martinez, T.A.C. Employee Benefits Consultant, on recent employee benefit updates was taken up by the Court at this time in the meeting.

Commissioner Ramon requested that Agenda Item #16 regarding Security at county owned properties be discussed after the Executive Session portion of the meeting.

ORDER NO. 14-276

Commissioner Owens made a motion to approve the Change order #2 in the amount of \$1,400.00 for TxCDBG #713157, Devils Shores Public Water Supply Well #3, and authorize County Judge to sign.

pg. 3

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#42

VAL VERDE COUNTY COPIER REPORT

9-Jul-15

DEPARTMENT	LOCATION		SERIAL #	MODEL	COPY ALLOWANCE	COST PER COPY	MONTHLY Maint.	MONTHLY COST	LEASE EXPIRATION
Purchasing	400 Pecan	Xerox	VXW008721	WC5135	2,000	0.0086	\$ -	\$ 162.83	Jul-15
63rd Judicial	200 Griner St	Xerox	VXW012583	WC5135	6,000	0.0086	\$ -	\$ 143.36	Sep-15
Extension Office	300 E. 17th St.	Xerox	VXW014379	WC5135	3,000	0.0096	\$ -	\$ 120.35	Nov-15
JP# 1 & 4	309 Mill St.	Xerox	VXW014400	WC5135	1,000	0.0096	\$ -	\$ 101.15	Dec-15
HIDTA/Intel	3140 Spur 239 #A164	Xerox	XKP514172	WC7545	10,000BW 4,100CLR	0.0084BW 0.0460CLR	\$ -	\$ 552.03	Mar-16
Commissioners	400 Pecan	Xerox	XKK388480	WC7525	1,000 BW 0 CLR	.009BW .0656CLR	\$ -	\$ 262.99	Mar-16
County Clerk	400 Pecan	Xerox	XEL561580	WC5765	30,000	0.0039	\$ -	\$ 317.85	Apr-17
County Clerk	400 Pecan	Xerox	XEL561552	WC5765	30,000	0.0039	\$ -	\$ 317.85	Apr-17
County Judge	400 Pecan	Xerox	AE7113557	WC5330	1,500	0.0067	\$ -	\$ 156.22	Oct-17
Veteran Services	1927 N. Bedell	Xerox	LX5699240	WC7225	5,000BW 2,500CLR	.0066BW .0606CLR	\$ -	\$ 248.98	Feb-18
Dist Clerk	100 E. Broadway	Xerox	MX4752584	WC7855	15,000BW 6,000 CLR	0.0056BW 0.0456CLR	\$ -	\$ 561.69	May-18
Tax Collector	309 Mill St.	Xerox	X76706530	WC5945	10,000	0.0039	\$ -	\$ 246.90	Jun-18
Health	400 Pecan	Xerox	AE7158071	WC5330	1,000	0.0067	\$ -	\$ 117.35	Aug-18
Sheriff	295 FM 2523	Xerox	MX4321333	WC7845	10,000BW 4,100CLR	0.0084BW 0.0460CLR	\$ -	\$ 433.90	Aug-18
JP #2	309 Mill St. Fir 2	Xerox	AE9895929	WC5335	2,000	0.0067	\$ -	\$ 159.86	Sep-18
Dist Clerk	100 E. Broadway	Xerox	AE9897090	WC5335	10,000	0.0091	\$ -	\$ 143.45	Oct-18
Dist Clerk	100 E. Broadway	Xerox	EX7395194	WC5855	50,000	0.0066	\$ -	\$ 213.79	Oct-18
Appraisal Dist	417 W. Cantu	Xerox	EX9296372	WC5875	5,000	0.0064	\$ -	\$ 347.33	Oct-18
Dist Clerk- 83rd	100 E. Broadway	Xerox	AE9900601	WC5335	10,000	0.0091	\$ -	\$ 169.13	Nov-18
Sheriff	295 FM 2523	Xerox	LX5691012	WC7220	5,000BW 2,500CLR	0.0066BW 0.0606CLR	\$ -	\$ 186.52	May-19
Sheriff	295 FM 2523	Xerox	LX5691014	WC7220	5,000BW 2,500CLR	0.0066BW 0.0606CLR	\$ -	\$ 186.52	May-19
Sheriff	295 FM 2523	Xerox	LX5690982	WC7220	5,000BW 2,500CLR	0.0066BW 0.0606CLR	\$ -	\$ 186.52	May-19
Auditor	901 N. Bedell	Xerox	MX4739713	WC7845	10,000BW 4,100CLR	.0060BW .0456CLR	\$ -	\$ 492.70	Mar-20
Judge Pendegrass	100 E. Broadway	Xerox	FLB014180	WC5030	2,000	0.015	\$ -	\$ 30.00	OWNED
Sheriff	295 FM 2523	Xerox	L98006645	WC4150	0	0	\$ -	\$ -	OWNED
63rd Judicial	200 Griner St	Kyocera	N481802131	TA3500i	5,000	0.008	\$ 42.50	\$ 179.60	Nov-16
63th Dist. Judge	201 Griner St	Kyocera	AGJ3069555	KM2050	5,000	0.008	\$ 30.00	\$ -	OWNED
V V Community Center	1690 Cienegas	Kyocera	NR431274594	FS-1135	1,000	0.013	\$ -	\$ -	OWNED
CCAL	400 Pecan	Kyocera	L292900966	TA 2550ci	0	0.01BW 0.079CLR	\$ 20.00	\$ 238.70	Apr-18
Co. Treasurer	901 Bedell	Kyocera	N681Y04886	TA 255	0	0	\$ -	\$ 129.79	Feb-15

MONTHLY TOTAL \$ 6,407.36

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44

**AMISTAD CONSULTING SERVICES, INC. - ENGINEERING CONSULTANTS**  
501 E. Garfield, Del Rio, Texas, 78840  
(830) 775-4579 (888) 383-6704 Fax  
Engineering Firm F-24, Texas, Land Surveying Firm 101472-00

Abner Martinez, P.E., R.P.L.S.  
Principal

**June 16, 2015**

**Val Verde County**  
**Attn: Hon. Commissioner Gustavo Flores**  
**Precinct 4**  
**400 Pecan Street**  
**Del Rio, Texas 78840**

**Re: Cienegas Road, Del Rio, TX 78840**  
**G.F. No.: N/A**

**INVOICE 15-209**

Prepare survey plat and metes and bounds for a 0.15 acre and a 0.02 acre tract being out of and a part of Survey No. 164, Francisco Zavala, Abstract 1467, Val Verde County, Texas.

Survey and Metes & Bounds	\$ 3,100.00
<b>Total</b>	<b>\$ 3,100.00</b>

Thank you,

*Howells Rivera*

*AM* Abner Martinez, P.E.  
Principal

c.c.  
File

CIVIL – ENVIRONMENTAL – SURVEYING – PLANNING – SUBDIVISIONS

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DEL RIO NEWS-HERALD  
2205 N BEDELL AVE  
DEL RIO, TX 78840  
(830)775-1551

ADVERTISERS  
INVOICE/STATEMENT

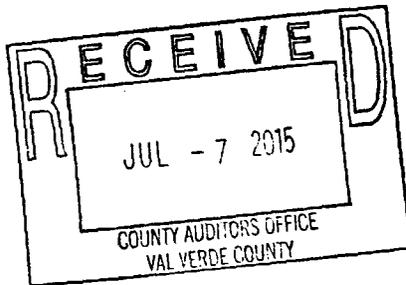
46372

BILLING PERIOD		ADVERTISER/CLIENT NAME	
06/01/15 - 06/30/15		CERVANTES JOANN	
TOTAL AMOUNT DUE	UNAPPLIED AMOUNT	TERMS OF PAYMENT	
407.52	.00	DUE UPON RECEIPT	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
407.52	.00	.00	.00

PAGE #	BILLING DATE	BILLED ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
1	06/30/15	CERVANTES JOANN PO BOX 1544 DEL RIO TX 78841-1544	
BILLED ACCOUNT NUMBER			
14011333			
ADVERTISER/CLIENT NUMBER			

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	DESCRIPTION OTHER COMMENTS/CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	GROSS AMOUNT	NET AMOU
5/31		BALANCE FORWARD				0.0
6/14	3475557	DEL RIO NEWS-HERALD - FULL RUN CITATION BY PUBLICATION	2x6I 12I	1 8.49		101.8
6/14	3475673	PUBLIC NOTICE#2	2x6I 12I	1 8.49		101.8
6/14	3475674	PUBLIC NOTICE #4/MOISES	2x6I 12I	1 8.49		101.8
5/14	3475675	JOSE PADILLA/NOTICE#3	2x6I 12I	1 8.49		101.8
		Publication Totals:	\$407.52			



*Joanna Cervantes*

STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
407.52	.00	.00	.00		407.5

\*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

BILLING PERIOD		BILLED ACCOUNT NUMBER		ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
06/01/15 - 06/30/15		14011333				CERVANTES JOANN	



Mannatec Driven, 5445 Triangle Parkway, Suite 400  
Norcross, GA 30092

Provided By:  
Pico/Amigo  
(800) 903-9368

VAL VERDE COUNTY  
901 N BEDELL AVE STE A  
DEL RIO TX 78840

### FLEET MANAGEMENT REPORT

Account # **BG1442638**  
FLEET # **1458392**  
Name: **VAL VERDE COUNTY**  
MATCHING STATEMENT # **NP44773898**  
Page: **1 of 2**

#### FLEET MANAGEMENT REPORT FOR 6/1/2015 - 6/30/2015 SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	FEDERAL	STATE	OTHER	TOTAL
UNL	577.039	\$1,222.20	\$1.66	\$116.18	\$0.00	\$1,340.04
UDSL*	357.048	\$786.34	\$1.03	\$71.89	\$0.00	\$859.26
<b>Total</b>	<b>934.087</b>	<b>\$2,008.54</b>	<b>\$2.69</b>	<b>\$188.07</b>	<b>\$0.00</b>	<b>\$2,199.30</b>
					Late Fee on Invoice #44508782	\$460.04
					Finance Charge	\$5.35
					<b>Report Total</b>	<b>\$2,664.69</b>

\$465

This report is for information only.  
Please see remittance copy on the statement for the total payment amount.

TOTAL MILES: 6,974

\*This diesel fuel does not contain visible evidence of dye.

#### EXCEPTION CODES:

11 Odometer entry is out of sequence

#### Transaction Detail for Customer NO. 1458392 - VAL VERDE COUNTY; 6/1/2015 - 6/30/2015

DATE	TIME	SITE	DRIVER	ODOMETER	MPG	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
<b>01 - CARLOS ELQUEZABAL</b>											
06/04	14:10	334659	CARLOS ELQ	18542	7.6	UNL	20.564	2.11190	0.20427	\$47.63	
06/07	20:44	334659	CARLOS ELQ	18623	6.5	UNL	12.450	2.10200	0.20427	\$28.71	
06/11	10:07	334659	CARLOS ELQ	764535	0.0	UDSL*	84.280	2.24170	0.20427	\$206.15	
06/28	19:12	334659	CARLOS ELQ	185632	0.0	UNL	9.603	2.11180	0.20427	\$22.24	11
			Miles:	237	7.1		126.897			\$304.73	
<b>10 - MARIO CERVANTEZ JR</b>											
06/08	16:42	334657	MARIO CERV	111191	0.0	UNL	2.281	2.07370	0.20427	\$5.19	
06/30	06:06	334657	MARIO CERV	111336	15.7	UNL	9.207	2.11250	0.20427	\$21.33	
			Miles:	145	15.7		11.488			\$26.52	
<b>13 - GUADALUPE PUENTE</b>											
06/08	11:45	334659	GUADALUPE	123456	0.0	UNL	17.191	2.10170	0.20427	\$39.64	11
06/29	07:09	334659	GUADALUPE	73543	0.0	UNL	25.482	2.11170	0.20427	\$59.02	11
			Miles:				42.673			\$98.66	
<b>15 - Frank L. Lowe</b>											
06/17	10:14	334659	Frank L. L	36978	10.4	UNL	21.834	2.13150	0.20427	\$51.00	
			Miles:	227	10.4		21.834			\$51.00	
<b>18 - STEVEN GARZA</b>											
06/17	10:40	334659	STEVEN GAR	169594	10.9	UNL	23.858	2.13180	0.20427	\$55.73	
			Miles:	259	10.9		23.858			\$55.73	
<b>19 - ROWLAND GARZA</b>											
06/24	15:22	334659	ROWLAND GA	17742	18.9	UDSL*	29.154	2.14170	0.20427	\$68.40	
			Miles:	552	18.9		29.154			\$68.40	

Pct 2  
063015-5  
\$125.18  
\$39.64  
\$85.54

Auditor  
063015-6  
\$51.00

IT  
063015-7  
\$55.73

Emerg  
063015-8  
\$68.40

47

TRANSACTIONS (continued) An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
GENEROSA G RAMON				
TOTAL XXXXXXXXXXXXXXX0255				\$358.80
05/22	05/24	24121574E0047L4P9	HOTELBARGAIN.ORG 800-6040236 CA	\$11.22 ✓
05/22	05/24	24692164E00FY63T4	OWW*HOTELBARGAIN.ORG 800-204-4049 IL	\$124.41 ✓
JOE FRANK MARTINEZ				
TOTAL XXXXXXXXXXXXXXX0289				\$135.63
05/04	05/06	24316053XFYQK4KXR	SHELL OIL 57546091703 BISHOP TX	\$48.00 ✓
05/08	05/10	241640541B01ET1MT	EXXONMOBIL 47553854 CORPUS CHRIST TX	\$52.01 ✓
05/08	05/13	246104344232KMN7X	PEARL SOUTH PADRE S PADRE ISLE TX	\$12.00 ✓
05/08	05/13	246104344232KMPJL	PEARL SOUTH PADRE S PADRE ISLE TX	\$393.88 ✓
TERESA TRACY				
TOTAL XXXXXXXXXXXXXXX0511				\$505.89
04/29	05/01	74399003R43A42GFN	THE OLIVE GARD00011478 SAN ANTONIO CREDIT	\$3.00 ✓
05/07	05/10	24399004042QB20HN	THE OLIVE GARD00011478 SAN ANTONIO TX	\$30.00 ✓
05/08	05/10	246530040S66KJK8Y	MI TIERRA SAN ANTONIO TX	\$8.19 ✓
05/21	05/24	24427334E3FRAK3D5	CORNER STORE 2428 PLEASANTON TX	\$60.00 ✓
JUAN SOTO				
TOTAL XXXXXXXXXXXXXXX0529				\$95.19
05/06	05/08	24692163Z007HA7WS	BUC-EE'S #22 NEW BRAUNFELS TX	\$25.01 ✓
05/07	05/08	24435653Z5PF1Y1FN	EMBASSY SUITES SAN MARCO SAN MARCOS TX	\$293.25 ✓
05/07	05/08	24435653Z5PF1Y241	EMBASSY SUITES SAN MARCO SAN MARCOS TX	\$293.25 ✓
05/15	05/17	2442733483FRF8KB3	STRIPES 2297 LAREDO TX	\$33.00 ✓
JESUS LOPEZ JR				
TOTAL XXXXXXXXXXXXXXX0560				\$644.51
04/30	05/03	24427333TLM93PL4G	MCDONALD'S F3780 DEL RIO TX	\$194.85 ✓
05/05	05/06	24435653Z5PF1VMFT	EMBASSY SUITES SAN MARCO SAN MARCOS TX	\$48.88 ✓
05/07	05/08	24435653Z5PF1Y1VJ	EMBASSY SUITES SAN MARCO SAN MARCOS TX	\$97.76 ✓
05/13	05/15	2442733463FR9PFTS	CORNER STORE 1396 AUSTIN TX	\$57.83 ✓
05/16	05/17	24610434803SS7P9R	EMBASSY SUITES AUSTIN AUSTIN TX	\$1,036.50 ✓
JOE CORTINAS				
TOTAL XXXXXXXXXXXXXXX0628				\$1,435.82
05/07	05/10	246392340S66DQEH4	RADISSON CORPUS CHRISTI CORPUS TX	\$103.00 ✓
ELIZABETH SOTO				
TOTAL XXXXXXXXXXXXXXX0768				\$103.00
05/13	05/15	240710546WMMD6FWQ	SID & SAM'S ORIGINAL S ODESSA TX	\$23.38 ✓
05/13	05/15	2442733463FRDT294	STRIPES 106 ODESSA TX	\$38.00 ✓
05/14	05/17	243160547FYKM4F0B	SHELL OIL 42592220153 SABINAL TX	\$37.00 ✓
05/27	05/27	24692164K00DFEW9M	SIYAVAR INC. DBA BEST HUMBLE TX	\$104.99 ✓
05/27	05/27	24692164K00DFEW9X	SIYAVAR INC. DBA BEST HUMBLE TX	\$104.99 ✓
05/26	05/28	24399004K42QAR9H8	THE OLIVE GARD00010470 HUMBLE TX	\$27.02 ✓
05/26	05/28	24445004K5SQ4MXDG	LOGANS #523 HUMBLE TX	\$44.34 ✓
05/26	05/28	24692164K00KD2PQN	BUC-EE'S #17 LULING TX	\$34.00 ✓
JAMES RIDDLE				
TOTAL XXXXXXXXXXXXXXX0800				\$413.72
04/29	04/30	74906413P0EDS0Q3H	DNH*GODADDY.COM 480-5058 CREDIT	\$90.66 ✓
05/01	05/03	24492153S0T7VQM8R	DOCUSIGN 866-219-4318 WA	\$255.84 ✓
ROGELIO MUSQUIZ				
TOTAL XXXXXXXXXXXXXXX0818				\$165.18

Transactions continued on next page



**OFFICE OF THE CONSTABLE  
VAL VERDE COUNTY PRECINCT #3  
CONSTABLE STEVE BERG  
309 MILL STREET SUITE B  
DEL RIO, TEXAS 78840  
OFFICE: (830) 774-7511  
FAX: (830) 774-7512**

---

Honorable Judge Efrain Valdez  
County Judge  
Val Verde County

July 1, 2015

Ref: RZ Communications Quote for Repair for XTL Mobile Radio

Request the following item be placed on the next Commissioner Court Agenda for discussion and possible action.

For the last 5 months I have been experiencing problems with the Motorola Mobile Radio assigned to the Precinct 3 Constable which is mounted in my Constable Unit.

The radio would quit working and go into the maintenance required mode displaying a FL0190 error message. I was advised this was a problem with the radio not being able to connect and communicate with the head unit. A temporary fix of disconnecting the cable from the radio to the head unit and reconnecting the cable resulted in the radio working for a short period of time. Each time it quit working I would repeat the cable process.

Since I do not have a budget line item for radio repair and replacement I contacted Commissioner Beau Nettleton and advised him of the problem. He advised me to bring it before the court. Since the temporary fix was working I decided to try and make it work and bring it up in the next budget cycle.

Approximately one month ago the temporary fix was no longer working. The radio would go immediately go to maintenance repair mode and I was unable to receive or transmit on it. Other days the radio would come on but as soon as you transmitted on it the radio would shut off.

The radio being unreliable presents a major obstacle and safety issue for me to do my job.

VVSO Communications Supervisor Kevin Vanhooiser asked the technician from RZ Communications who were installing radios in the Sheriff's unit to look at the radio. He looked at it and stated he could not fix it on site and it had to be sent for repairs.

I received a quote for the repair of the radio for \$418.00. Mr. Frank Puente stated that if the repairs costs less than \$418.00 he would return the difference to the county.

I contacted Commissioner Beau Nettleton who advised me to put this item on the agenda.

  
Steve Berg

# RZ COMMUNICATIONS

1400 Smith Rd., Suite 101B  
 Austin, Texas 78721  
 Phone: 512-386-7336 Fax: 512-386-7350

4601 Maher Ave.  
 Laredo, Texas 78041  
 Phone: 956-729-0002 Phone: 956-729-0007

710 Stillwell Blvd.  
 Port Arthur, TX. 77640  
 Phone: 409-984-5591 Fax:

Date: June 29, 2015

Quotation Prepared for:  
 Val Verde County Constable  
 Steve Berg

Office 830-719-1112

Cell

Email: [khoozier@valverdecounly.com](mailto:khoozier@valverdecounly.com)

Quotation Prepared By:  
 Frank Puento

Cell 956-645-3985

Email: [fpuento@rzcomm.com](mailto:fpuento@rzcomm.com)

Email:



Part Number	Description	Qty	Unit Price	Extended Price
<b>Fiat Rate Repair</b>				
	<i>Motorola Fiat Rate Depo Repair for XTL Mobile Radio</i>	1		\$ 399.00
	<i>Shipping</i>			\$ 18.00
	<i>Quote is good for 45 Days</i>			
			Total	\$ 417.00

Assumptions' ;

VOL. 44 PAGE 852

**ORDER OF COMMISSIONERS COURT  
PERMITTING REVISION OF SUBDIVISION PLAT**

1. On this day came on to be considered by the Commissioners Court of Val Verde County, Texas, the "Application for Permission to Revise Subdivision Plat" dated November 14, 2003, filed by Lake Amistad Properties, Inc., Robert Feathers and Doris Feathers with the Commissioners Court on November 14, 2003 (the "Application").

2. The Application was filed pursuant to Section 232.041 of the Local Government Code of the State of Texas and requests permission to revise the plat of Amistad Heights, 4<sup>th</sup> Filing by re-platting Lots 24 through 37 in Block 1 and Lots 13 through 20 in Block 2 of Amistad Heights, 4<sup>th</sup> Filing according to plat of record in Volume 3 on page 150 of the Map Records of Val Verde County, Texas, together with that portion of the street between Lots 13 through 20 in Block 2 and Lots 28 through 38 in Block 1, which is shown on the plat of Amistad Heights, 4<sup>th</sup> Filing and that portion of the street located between Lots 24 through 27 and Lots 27 through 38 in Block 1 of Amistad Heights, 4<sup>th</sup> Filing, into one lot designated Lot "A" of "Feathers Addition".

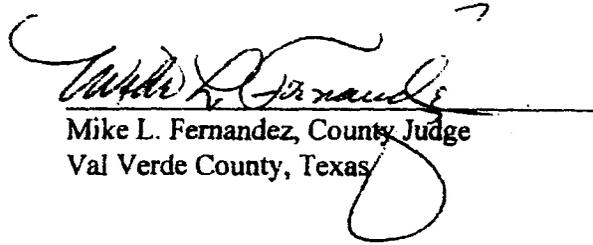
3. Lake Amistad Properties, Inc., Robert Feathers and Doris Feathers are the owners of all of the lands covered by the Application and shown on the proposed plat.

4. The Commissioners Court has published notice of the Application in a newspaper of general circulation in the county, namely the "Del Rio News-Herald", which notice includes a statement of the time and place at which the Commissioners Court will meet to consider the Application and to hear protests to the revision of the plat, and which notice was published at least three (3) times during the period that begins on the 30<sup>th</sup> day and ends on the 7<sup>th</sup> day before the date of the meeting. The Commissioners Court also gave notice to each of the owners of lands included

in the subdivided tract by certified mail, return receipt requested at the owners' address in the subdivided tract, as well as at the owners' last known mailing address.

5. The proposed plat revision will not interfere with the established rights of any owner of a part of the subdivided land. Accordingly, it is ORDERED by the Commissioners Court of Val Verde County, Texas, that the aforesaid "Application for Permission to Revise Subdivision Plat" is approved and the applicants are permitted to revise the subdivision plat by filing for record with the County Clerk a revised plat or part of a plat that indicates the changes made to the original plat, in accordance with the proposed plat attached to the Application, subject, however, to the following condition: that the plat be revised to provide for two lots, Lot "B" consisting of former Lots 24 and 25 of Amistad Heights, 4<sup>th</sup> Filing, and Lot "A" consisting of all other lands shown on the plat.

SIGNED this 12<sup>th</sup>  
20 day of January, 2004.

  
Mike L. Fernandez, County Judge  
Val Verde County, Texas



#150



Products

Solutions & Services

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Best Deals

All Categories > Printers, Scanners & Print Supplies > Laser Printers > HP LaserJet Enterprise M551dn

### HP LaserJet Enterprise M551dn



Mfg. Part: CF082A#BGJ | CDW Part: 2519050 | UNSPSC: 43212114

1 **\$768.07**  
Advertised Price  
Lease Option (\$23.96 /month)

#### Availability: Call

Call for availability

- Printer
- color
- Duplex
- laser
- A4/Legal
- 1200 dpi
- up to 33 ppm (mono) / up to 33 ppm (color)

[View More](#)

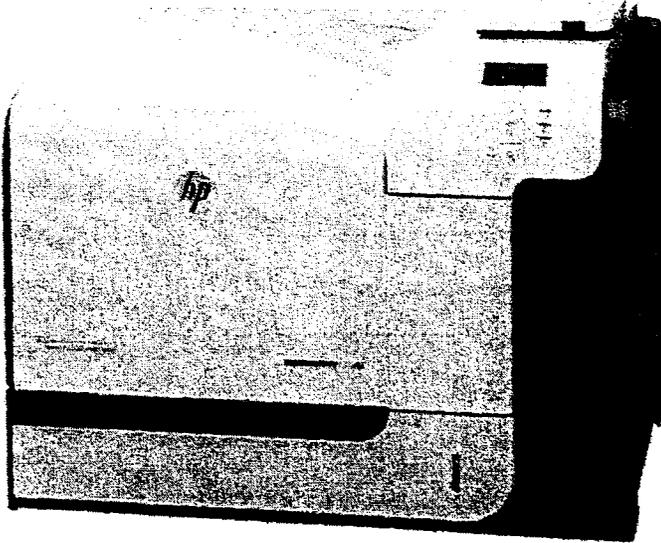
#### Recommended Warranty and Services

Electronic HP Care Pack NBD (Price reflects 35% savings, ends 1/31)

0 **\$229.42**  
Advertised Price

CDW HARDWARE INSTALLED ON DESKTOP/NOTEBOOK/PRINTER

0 **\$17.95**  
Advertised Price



#### Customers Who Viewed This Product Also Viewed... (12)



HP Color LaserJet® CP4025dn

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HP Color LaserJet Enterprise M651dn - printer - color - laser

Add to compare



HP LaserJet Pro 400 M401dne

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#### Main Features

- Printer
- color
- Duplex

Professional color, intuitive manageability, and world-class extensibility - all for an outstanding value. Help your business prints make more of an impact - produce high-quality color marketing materials and more.

<http://www.cdw.com/shop/products/HP-LaserJet-Enterprise-M551dn/2519050.aspx>

**Roger Cerny**

#51

**From:** Sabrina Eisazadeh [SabrinaE@county.org]  
**Sent:** Thursday, July 09, 2015 10:08 AM  
**To:** roger\_cerny@valverdecountry.org  
**Subject:** Property Quote

Good Morning Mr. Cerny,

I have some information for you regarding the quote request!

If there had been a \$1,000 deductible in place for buildings for the 15/16 policy, the contribution due would have been \$39,723. Compared to what was charged for the \$2,500 deductible (\$38,756), it seems the difference would be \$967. The cost to change the Mobile Equipment deductible to \$1,000 would be an additional \$21 on top off the \$652 originally charged, bringing the new total to \$673. Please let me know if you have any additional questions and if you would like to implement one or both of these changes.

Thank you,



**SABRINA EISAZADEH**  
Member Services Representative  
Risk Management Services  
Texas Association of Counties  
Ph: 512-478-8753 | Fax: 512-478-1426

1210 San Antonio | Austin, Texas 78701

TREASURER'S REPORT OF VAL VERDE COUNTY

	BALANCE 6/01/2015	DEPOSITS REVENUE	TRANSFERS IN	CHECKS EXPENSE	TRANSFERS OUT	BALANCE 6/30/2015
<b>FUNDS</b>						
GENERAL FUND	3,596,312.10	2,656,639.29	.00	2,457,980.30-	620,000.00-	3,174,971.09
ROAD & BRIDGE FUND	974,657.51	59,685.61	.00	48,728.15-	38,000.00-	947,614.97
INTEREST & SINKING	4,263,109.07	3,782,496.33	.00	5,652.27-	.00	8,039,953.13
PAYROLL CLEARING	90,674.78	104,391.99	658,000.00	720,868.09-	.00	132,198.68
LAW LIBRARY FUND	77,726.25	1,796.73	.00	5,644.00-	.00	73,878.98
SECURITY FEE CASH	108,748.63	1,332.32	.00	60.00-	.00	110,020.95
TOTALS	9,111,228.34	6,606,342.27	658,000.00	3,238,932.81-	658,000.00-	12,478,637.80

CASH & SECURITIES

GENERAL FUND

CASH- COMPASS BANK GENERAL F	.00
COURT AT LAW SUPPLEMENT	.00
COMPASS BANK GERERAL FD MM	.00
DEL RIO BANK & TRUST WESTEXA	3,177,543.28
COMPASS BANK GENERAL FD CD	.00
DRB&T GENERAL FUND CD	17,415.00-
TEXPOOL - GENERAL FUND	1,112.87
TEXPOOL 2 - GENERAL FUND	1,246.75
SECURITY FEE CASH	.00
RECORD PRESERVATION	.00
CASH - BEVA COMPASS BANK	.00
HOT TAX CASH	12,483.19
SUB TOTAL GENERAL FUND	3,174,971.09

PAYROLL FUND

PAYROLL CLEARING BANK & TRU	132,198.68
SUB TOTAL PAYROLL CLEARING	132,198.68

TOTAL GENERAL FUND 3,307,169.77

CASH SECURITY FUND

CASH SECURITY FUND	110,020.95
SUB TOTAL SECURITY CASH FEE	110,020.95

ROAD & BRIDGE

CASH-COMPASS BANK R&B FUND	.00
TEXPOOL - ROAD & BRIDGE FUND	801.97
COMPASS BANK ROAD&BRIDGE CD	.00
CASH-TEXAS COMMUNITY BANK R&	946,813.00
TOTAL ROAD & BRIDGE	947,614.97

INTEREST & SINKING FUND

CASH-COMPASS BANK I/S FUND	.00
CASH - DRB&T I/S FUND	15,609.23
COMPASS BANK I/S FUND CD	.00
DRB&T I/S FUND CD	822,631.49
TEXPOOL - I/S FUND	4,135.38
CASH-TEXAS COMMUNITY BANK I&	7,197,577.03
CASH - BBVA COMPASS BANK	.00
TOTAL INTEREST & SINKING	8,039,953.13

LAW LIBRARY FUND

CASH - LAW LIBRARY	39,870.66
CASH-TX COMMUNITY-LAW LIBRAR	34,008.32
TOTAL LAW LIBRARY FUND	73,878.98

TOTAL CASH & SECURITIES 12,478,637.80

The State of Texas

County of VAL VERDE

Before me, the undersigned authority, on this day

personally appeared MARIA C. LOPEZ ASSISTANT, County Treasurer of VAL VERDE County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct.

Asst. Treasurer - Maria C. Lopez County Treasurer.

Sworn to and subscribed before me, this 8TH day of JULY, 20 15

GENEROSA GRACIA-RAMON Clerk,

County Court, VAL VERDE County, Texas.

By Maria Fuentes Deputy.  
MARIA FUENTES



Treasurer's Report

FROM

TO 20

20

County, Texas.

Filed with the vouchers accompanying same,

this 20

County Clerk,

County, Texas.

By \_\_\_\_\_ Deputy.

Examined and \_\_\_\_\_ approved, Vouchers

\_\_\_\_\_ canceled in open Commissioners' Court, this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Presiding Officer Com'ts Court,

County, Texas

23:11 PM 8 - JUN 5 2012  
BY Generosa Gracia-Ramon CLERK  
VAL VERDE COUNTY