



COMMISSIONER'S COURT MINUTES
JUNE 13th REGULAR TERM, A.D. 2018

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

BE IT REMEMBERED that on this the 13th day of June A.D. 2018 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Absent; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

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

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

5. Citizens' Comments.

1) _____ None. _____

2) _____

3) _____

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

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

QUORUM

COUNTY JUDGE

Judge's Staff

Judge's Staff

COMM. PRCT# 1

COMM. PRCT# 2

COMM. PRCT# 3

COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

COUNTY ATTY

COUNTY ATTY STAFF

COUNTY ATTY STAFF

DISTRICT CLERK

IT

SHERIFF

SHERIFF'S STAFF

AUDITOR

TREASURER

PURCHASING

HR

TAX COLLECTOR

RISK MGMT

FIRE DEPT

EMERGENCY MGMT

JP #1

JP #2

JP #3

JP #4

OTHER _____

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

Efrain Valdez, County Judge

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

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

7. Discussion and possible action on an Inter-Local Agreement for Solid Waste Grant between Middle Rio Grande Development Council and Val Verde County and authorize County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-266	N	W		Motion to approve and authorize Judge to sign.		N, W, EVV		

8. Discussion and possible action on the use of the Val Verde County Baseball fields for the Del Rio Little League on June 25th – July 1st for their district tournament and July 5th – July 10th for sectionals.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-267	N	W		Motion to approve the use of Val Verde County baseball fields To Del Rio Little League from 6/25 to 7/1 & 7/5 to 7/10.		N, W, EVV		

9. Discussion and possible action on resolution designating authorized signatories for Colonia Self-Help Center Contract No. 7217013.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-268	N	W		Motion to approve and authorize signators as the Auditor and Judge's Administrative Assistant and authorize the Judge to sign.		N, W, EVV		

10. Discussion and possible action on status of the Val Verde County Self-Help Center.

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

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

11. Discussion and possible action on the Big Check Presentations by Carl Esser for TxCDBG 7218075 in the amount of \$500,000.00 and TxCDBG 7218026 in the amount of \$350,000.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-269	W	N		Motion to approve.		N, W, EVV		

12. Discussion and possible action on Draw #1 for TxCDBG 7218075 and authorize County Judge and County Auditor to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-270	N	W		Motion to approve.		N, W, EVV		

13. Discussion and possible action on Draw #7 for TxCDBG 7216075 and authorize County Judge and County Auditor to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-271	W	N		Motion to approve.		N, W, EVV		

Martin Wardlaw, County Commissioner Pct. 1

14. Discussion and possible action on acceptance of resolution regarding local rabies ordinance.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-272	W	N		Motion to approve Rabies report as presented. Commissioners		N, W, EVV		
				Order #94-336 is repealed.				

Gustavo Flores, County Commissioner Pct. 4

15. Discussion and possible action on Contract from Esser & Company Consulting LLC for the Administration Management of the TxCDBG 7218026 STEP Fund.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-273	N	W		Motion to approve.		N, W, EVV		

Antonio Faz III, Justice of the Peace Pct. 2

16. Discussion and possible action on requesting approval for payment of per-diem and registration and authorizing the county auditor to issue a check on June 13, 2018 for the 2018 Vital Statistics Regional Conference on June 23, 2018 to June 26, 2018.

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-274	W	N		Motion to approve as presented.		N, W, EVV		

Hilda C. Lopez, Justice of the Peace Pct. 4

17. Discussion and possible action for the approval and transfer/amendment of funds from the Technology Fund to the Technology Fund Travel and Training in the amount of \$1,166.82. This transfer will be used for the 2018 Vital Statistics Regional Conference. This request is in compliance with T.C.C.P Article 102.0173(D)(1).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-275	W	N		Motion to approve as presented.		N, W, EVV		

18. Discussion and possible action on requesting approval for payment of per-diem and registration and authorizing the county auditor to issue a check on June 13, 2018 for the 2018 Vital Statistics Regional Conference on June 23, 2018 to June 26, 2018.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-276	W	N		Motion to approve.		N, W, EVV		

Rogelio R. Musquiz Jr., County Purchasing Agent

19. Discussion and possible action regarding a budget amendment to the advertising line item in the purchasing budget. An additional \$4,000.00 is required to fund anticipated ending quarter expenses.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-277	N	W		Motion to approve and pay from contingency to advertising line item.		N, W, EVV		

20. Discussion and possible action regarding the copier contract for the Co. Agents Office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-278	N	W		Motion to approve as presented.		N, W, EVV		

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

21. Discussion and possible action regarding the lease agreement for the rental of additional warehouse space for the purchasing department on Griner Street. This lease agreement will update a previous lease as required by the new owners.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-279	N	W		Motion to approve \$1,100 @ month.		N, W, EVV		

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-280	W	N		Motion to approve as presented.		N, W, EVV		

Jo Ann Cervantes, District Clerk

23. Discussion and possible action on request to pay case management invoice.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-281	N	W		Motion to approve, transfer from special funds to cover cost.		N, W, EVV		

Beatriz I. Muñoz, Assessor – Collector

24. Discussion and possible action requesting an amendment to the County Tax Assessor- Collector department 2017-2018 Budget by transferring \$1,150.00 from Office Supplies to Capital Outlay.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action.				

Michael Bagley, District Attorney

25. Discussion and possible action requesting approval for the District Attorney's Office to install an outlet and window unit on the 2nd floor by the stairs at the District Attorney's cost. Request for it to be installed by county employees and/or an independent contractor at District Attorney's cost.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-282	N	W		Motion to approve and allow two A/C units to be installed in DA's office at the expense of the DA.		N, W, EVV		

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

Joe Frank Martinez, County Sheriff

26. Discussion and possible action authorizing the Val Verde County Judge to execute the Interlocal Agreement between Val Verde County, Texas and Terrell County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-283	N	W		Motion to approve.		N, W, EVV		

27. Discussion and possible action authorizing Val Verde County Judge to execute the Interlocal Agreement between Val Verde County, Texas and Zavala County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-284	W	N		Motion to approve and authorize Judge to sign.		N, W, EVV		

28. Discussion and possible action authorizing Val Verde County Judge to execute the Interlocal Agreement between Val Verde County, Texas and Kinney County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-285	W	N		Motion to approve.		N, W, EVV		

29. Discussion and possible action authorizing Sheriff Joe Frank Martinez to hire an intern to cover reception for up to two months to be paid from the salaries budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-286	N	W		Motion to approve.		N, W, EVV		

Aaron Rodriguez, County Treasurer

30. Monthly Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-287	N	W		Motion to approve.		N, W, EVV		

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

Matthew Weingardt, County Auditor

31. Monthly County Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-288	N	EVV		Motion to approve.		N, W, EVV		

Ana Markowski Smith, County Attorney

32. Ana Markowski Smith, County Attorney, requesting discussion and possible action regarding posting the county's personnel and purchasing manuals online and we include any updates as the court and purchasing agent respectively, approve them.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-289	N	W		Motion to approve the purchasing manual to be on website.		N, W, EVV		

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

33. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.

34. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

EXECUTIVE SESSION: <input checked="" type="checkbox"/> §551.071(1) (A) <input type="checkbox"/> §551.071(1) (A) <input checked="" type="checkbox"/> §551.071(2) <input type="checkbox"/> <input type="checkbox"/> §551.071(1) (B) <input type="checkbox"/> 551.072 <input type="checkbox"/>
OTHER <input type="checkbox"/> BEGAN @ <input type="checkbox"/> ENDED @ 9:55 AM <input type="checkbox"/> BREAK @ <input type="checkbox"/> RESUMED @ <input type="checkbox"/> <input type="checkbox"/> ACTION AFTER EX: <input type="checkbox"/>

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

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.

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

35. Approve subdivision plats.

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

36. Approve Certificates of Compliance.

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

37. Approve monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-290	N	W		Motion to approve.		N, W, EVV		

38. Approve bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-291	N	W		Motion to approve.		N, W, EVV		

39. County Judge's comments.

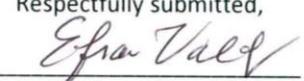
40. Adjourn. 9:55 AM.

The foregoing, recorded in Volume 51, pages 126-217, inclusive, was on this the 25th day of July A.D. 2018, read and is hereby **APPROVED**.

ATTEST:

 GENEROSA GRACIA-RAMON
 COUNTY CLERK



Respectfully submitted,

 Efraim Valdez, County Judge
 Val Verde County, Texas

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

County of Val Verde



Efrain V. Valdez

County Judge

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

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
June 13, 2018 REGULAR TERM

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

June 13, 2018 at 9:00 AM

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

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

Efrain Valdez, County Judge

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13. Discussion and possible action on Draw #7 for TxCDBG 7216075 and authorize County Judge and County Auditor to sign.

Martin Wardlaw, County Commissioner Pct. 1

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Aaron Rodriguez, County Treasurer

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

P.O. Box 4250 • Del Rio, TX 78841

Our next Regular Commissioners Court Meeting will be June 27, 2018, @ 9:00 a.m.; **Agenda Items are due Friday, June 22, 2018 @ 12: 00 noon.**


Efrain Valdez, County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
JUNE 8, 2018: AT 4:04 PM

2018 JUN - 8 P 4: 04
GENERAL COUNCIL CLERK
VAL VERDE COUNTY, TEXAS
BY MA DEPUTY

FILED

P.O. Box 4250 • Del Rio, TX 78841

CERTIFICATION

I, the undersigned County Clerk, do hereby certify that the attached **AGENDA/NOTICE/ ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 8th day of June, 2018 at 4:04 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.



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

#7

**Middle Rio Grande Development Council
SOLID WASTE GRANT INTERLOCAL AGREEMENT
Litter and Illegal Dumping Cleanup & Community Collection Events
18-24-G03**

Middle Rio Grande Development Council, hereinafter called "MRGDC" has received a grant through a contract with the Texas Commission on Environmental Quality, hereinafter called "TCEQ" which authorizes MRGDC to redistribute solid waste fees to support local and regional solid waste projects that are consistent with the regional solid waste management plan. This interlocal agreement is a subcontract of the MRGDC's contract with the TCEQ. Funds for this agreement come from Solid Waste Disposal and Transportation Fees.

The MRGDC and the SUBCONTRACTOR certify that they have authority to perform the services contracted for by authority granted in The Interlocal Cooperation Act, "Texas Government Code, Chapter 791.

This Interlocal Agreement is entered into by and between the parties named below. Neither TCEQ nor the State of Texas is a party to this Contract.

I. CONTRACTING PARTIES:

The Council of Governments: **Middle Rio Grande Development Council**

The SUBCONTRACTOR: **Val Verde County**

II. CONTRACT ADMINISTRATION PROVISIONS:

See "Attachment A - General Contract Provisions" & "Attachment B - Special Contract Provisions"

III. BUDGET AND PAYMENT PROCEDURES:

See "Attachment C - SUBCONTRACTOR Budget and Authorizations"

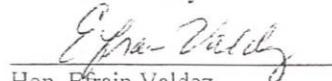
COUNCIL OF GOVERNMENTS

SUBCONTRACTOR

Middle Rio Grande Development Council

Val Verde County





Nick Gallegos
Executive Director

Hon. Efrain Valdez
County Judge

Date: 6/25/18

Date: 6-13-18

Middle Rio Grande Development Council

#1

**Middle Rio Grande Development Council
Solid Waste Grant Interlocal Agreement**

**General Contract Provisions
Attachment A**

Article 1 Legal Authority

The SUBCONTRACTOR and MRGDC shall conduct the activities funded under this agreement in accordance with all provisions of this agreement, including all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but may not be limited to the following:

- (1) §361.014, TEX. HEALTH & SAFETY CODE;
- (2) §330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330);
and
- (3) The Uniform Grant and Contract Management Act, TEX. GOVT CODE, §783.001 et. seq., and the Uniform Grant and Contract Management Standards, 1 Texas Administrative Code (TAC), §5.141 et. seq. (collectively, UGCMA).

Article 2 Scope of Services

The services to be performed by the SUBCONTRACTOR are outlined in the General Contract Provisions (Attachment A), Special Contract Provisions (Attachment B), Schedule of Deliverables from SUBCONTRACTOR (Attachment C), SUBCONTRACTOR Budget and Authorizations (Attachment D), and any Change Orders, which are later incorporated into and made a part of this Agreement, as if set out word-for-word this Contract (Agreement).

Article 3 Responsibility of the Subcontractor

- (a) The SUBCONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services and other work furnished by the SUBCONTRACTOR under this Agreement, as set forth in Attachment C of this Agreement.
- (b) The SUBCONTRACTOR shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with the MRGDC and contractual requirements and any and all applicable law.
- (c) All contractual expenditures using funds provided under this Agreement shall meet all procurement laws and regulations applicable to the SUBCONTRACTOR and their subcontractors and the Uniform Grant and Contract Management Act and the Uniform Grant Management Standards. Note that competitive bidding will generally be required.
- (d) The SUBCONTRACTOR shall be responsible for the management and fiscal monitoring of all of their subcontractors and subgrantees. The SUBCONTRACTOR shall monitor its subcontractors and subgrantees as necessary to ensure that their subcontractors and subgrantees are operating consistently with applicable laws and regulations, applicable contracting policies, and this Agreement. The SUBCONTRACTOR shall ensure that their subcontractors and

Middle Rio Grande Development Council

#1

subgrantees comply with all record keeping and access requirements set forth in this Agreement. The MRGDC reserves the right to perform an independent audit of all SUBCONTRACTORS subcontractors and subgrantees. The SUBCONTRACTOR, SUBCONTRACTORS subcontractors and SUBCONTRACTORS subgrantees shall maintain detailed records.

Article 6 Licenses, Permits and Laws

The SUBCONTRACTOR shall, except as otherwise provided in this Agreement, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, ordinances, and regulations, in connection with the work required by this Agreement.

Article 7 Release of Claims

Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior to settlement upon termination of this Agreement and as a condition to final payment/settlement, the SUBCONTRACTOR shall execute and deliver to the MRGDC a release of all claims against the MRGDC arising under or by virtue of this Agreement.

Article 8 Insurance and Liability

SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this contract as specified in the Special Provisions. SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to MRGDC any amounts determined by MRGDC, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Agreement.

Article 9 Audit/Access to Records

(a) The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR's office. The SUBCONTRACTOR shall also maintain and make available at its Texas office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct and indirect), price or profit analysis for this Agreement or any negotiated subagreement or change order and a copy of the cost summary submitted to MRGDC. The MRGDC, Texas State Auditor's Office, or any of MRGDC's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, SUBCONTRACTOR's books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the MRGDC or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.

(b) Records under Section (a) of this Article shall be maintained and made available during the entire period of performance of this Agreement and until three (3) years from date of final MRGDC

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payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

Article 12 Independent Financial Audit

The SUBCONTRACTOR shall adhere to the Single Audit requirements of the UGCMA. The SUBCONTRACTOR shall deliver to the MRGDC each audit report within thirty (30) days of completion of the audit report. The SUBCONTRACTOR is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and subcontractors.

Article 13 Changes

(a) A Major Change will include one or more of the following:

- (1) an increase or decrease in the amount of compensation to the SUBCONTRACTOR;
- (2) an extension or shortening of the term of the Agreement;
- (3) a significant change in the scope of the Agreement or the services to be performed;
or
- (4) any action that is beyond the authority of the Executive Director or the Project Representative of the MRGDC.

(b) Implementation of a Major Change must be preceded by a formal written amendment to the Agreement. The amendment must contain a description of the proposed change. The amendment must be signed by persons authorized to bind each party in contract. Any amendment that will exceed the contractual authority of the Executive Director of the MRGDC also requires the consent, at Agenda, of a majority of the MRGDC Governing Board.

(c) Any proposed change that is not a Major Change may qualify as a Minor Change. In addition, a delay or change in the work resulting from inclement weather will be treated as a Minor Change. A Minor Change shall require the written agreement of both Project Representatives, but does not require a formal amendment to the contract. A copy of the authorization must be retained in the appropriate file of both the SUBCONTRACTOR and the MRGDC.

(d) Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 14.

(e) MRGDC may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed under this Agreement. Such changes that are mutually agreed upon by and between MRGDC and the SUBCONTRACTOR in writing shall be incorporated into this Agreement.

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Article 14 Termination

(a) This Agreement terminates upon full performance of all requirements contained herein, unless extended in writing.

(b) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party. Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in the agreement shall be the basis for termination of the agreement and/or the revocation of any unexpended or inappropriately expended funds. Provided that no such termination may be effected unless the other party is given:

- (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- (2) an opportunity for consultation with the terminating party prior to termination.

(c) This Agreement may be terminated in whole or in part in writing by the MRGDC for its convenience: Provided that the SUBCONTRACTOR is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

(d) If termination for default under Section (b) of this Article or termination for convenience under Section (c) of this Article is effected by the MRGDC, any payment due the SUBCONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the MRGDC by reason of the SUBCONTRACTOR's default. The equitable adjustment for any termination shall provide for payment to the SUBCONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the SUBCONTRACTOR relating to commitments which had become firm prior to the termination.

Article 15 Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 17 Equal Opportunity and Affirmative Action

The SUBCONTRACTOR shall agree that in the performance of this Contract, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (Title 41 CFR Part 60). The SUBCONTRACTOR assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this Contract.

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Article 18 ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 - 12213.

Article 19 Utilization of Small, Minority, and Women's Business Enterprises

The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUB's) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

Article 20 Energy Efficiency Standards

The SUBCONTRACTOR shall follow standards and policies on energy efficiency, which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 21 Acknowledgment of Financial Support

The SUBCONTRACTOR shall acknowledge the financial support of the TCEQ and MRGDC whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the MRGDC, shall carry the following notation on the front cover or title page:

Example:

*PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY*

OR

The preparation of this report was financed through grants from the State of Texas through the Texas Commission on Environmental Quality.

Article 22 Data and Publicity

All data and other information developed under this Agreement shall be furnished to the MRGDC and shall be public data and information, except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, TEX. GOV'T CODE 552. Upon termination of this Agreement, all copies of data and information shall be furnished, at no charge to the MRGDC, upon request, to include data bases prepared using funds provided under this Agreement, and become the property of the MRGDC. Except as otherwise provided by the Agreement or the Act, the SUBCONTRACTOR shall not provide data generated or otherwise obtained in the performance of its responsibilities under this Agreement to any party other than the MRGDC, State of Texas, and its authorized agents.

Article 23 Hazardous Substances, Waste Disposal, and Manifests

The SUBCONTRACTOR and their subcontractors and subgrantees must comply with all applicable Laws and Regulations, including but not limited to those relating to hazardous substances, waste disposal, and manifests.

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Article 24 Statues Relating to Nondiscrimination

The SUBCONTRACTOR shall comply with all applicable state and federal statues relating to nondiscrimination which include, but are not limited to, those listed in the Uniform Grant Management Standards.

Article 25 Oral and Written Agreements

All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained in this Agreement.

Article 26 Safety and Protection

Where applicable, the SUBCONTRACTOR shall be responsible for requiring its subcontractor and subgrantees to maintain and supervise all necessary safety precaution and programs in connection with the work. The SUBCONTRACTOR shall take all necessary safety precautions.

Article 27 Force Majeure

To the extent that either party to this Agreement is wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through decrees of or restraints by a government instrumentality, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage, in such event, the time for the performance of such obligation or duty shall be suspended until the disability to perform is removed. Determination of force majeure shall rest solely with the MRGDC.

No time extension shall be granted under this Article unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of delay, the measures taken or to be taken to minimize the delay, and the timetable by which the SUBCONTRACTOR intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

Article 28 Entire Contract

This Agreement, including Attachments A, B, C, D, and application submitted represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

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**Middle Rio Grande Development Council
Solid Waste Grant Interlocal Agreement**

**Special Contract Provisions
Attachment B**

Article 1 Period of Performance

The period of performance of this agreement begins on May 29, 2018 and ends on June 28, 2019.

Article 2 Scope of Services

(a) All parties agree that the SUBCONTRACTOR, in consideration of compensation described in this Attachment and SUBCONTRACTOR Budget and Authorizations (Attachment D of this Agreement), shall provide the services with MRGDC as specifically described in the application submitted by SUBCONTRACTOR (Attachment C of this Agreement) and Schedule of Deliverables from SUBCONTRACTOR (Attachment D of this Agreement).

(b) The SUBCONTRACTOR agrees to implement the Project according to the agreed upon budget shown in Attachment D of this agreement.

Article 3 MRGDC Obligations

(a) Measure of Liability

In consideration of full and satisfactory performance hereunder, MRGDC will be liable to SUBCONTRACTOR in an amount equal to the actual costs incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. MRGDC is not liable for expenditures made in violation of "General Provisions for Texas Commission on Environmental Quality's Standards Applicable to Implementation Projects and Supplemental Funding Standards", as described in Articles 8 and 9 of this Agreement, which outline prohibited activities as defined by the Texas Commission on Environmental Quality (TCEQ).
2. MRGDC is not liable for any costs incurred by SUBCONTRACTOR in the performance of this agreement, which have not been billed to MRGDC within thirty (30) days following termination of this agreement.
3. MRGDC is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this agreement or after termination of this agreement.
4. Except as specifically authorized by MRGDC in writing, MRGDC is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87.
5. All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated

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in the Agreement, will survive final payment, completion of the work and termination or completion of the Agreement.

(b) Method and Schedule of Payment

1. Payments: Payments to pass-through grant recipients may be made only on a reimbursement basis. Upon review and approval of each financial report, MRGDC will make payment to SUBCONTRACTOR against MRGDC liabilities to be accrued hereunder.

2. SUBCONTRACTOR may account for expenses incurred and request reimbursement of outlays under either a cash or an accrual basis, as defined and authorized under the UGCMA. To be eligible for reimbursement under this Agreement, a cost must have been incurred and either paid by the SUBCONTRACTOR prior to claiming reimbursement from the MRGDC or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than forty-five (45) days after the end of that time period.

3. Financial reporting: The MRGDC shall provide financial status report forms and supplemental forms to be submitted by SUBCONTRACTOR at least quarterly and/or with each request for reimbursement to itemize expenditures by budget category. Allowable expenditures are set forth in Articles 8 and 9 of this Agreement. The MRGDC shall review all materials provided by the SUBCONTRACTOR with a request for reimbursement, and shall not make a reimbursement payment unless all required items have been provided and are deemed to be accurate.

4. In general, expenditure documentation to be maintained by the SUBCONTRACTOR (but not necessarily submitted to the MRGDC with each Financial Status Report) should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Agreement.

5. Documents that should be maintained, as appropriate for the expense, include by category, the records listed below.

- a. SALARY/WAGES Time sheets that have been signed and approved.
- b. TRAVEL Documentation, which, at a minimum, is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc.
- c. EQUIPMENT Purchase orders, invoices, and canceled checks.
- d. SUPPLIES Purchase orders (if issued), invoices, receipts, and canceled checks.
- e. SUBCONTRACTS Copy of subcontract, plus documentation that all costs incurred under the contract were reasonable

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and necessary. The subcontractor shall be required to maintain the documents for each category of expenses listed in this Subsection.

- f. CONSTRUCTION All applicable documentation required for Equipment, Salary, Supplies and Subcontractors.
- g. OTHER Purchase orders, invoices, receipts, and canceled checks.

6. All expenditures under the equipment, construction, or subcontract budget categories must be approved in advance by the MRGDC. Further, for any "other" category expenses not specifically spelled out in this interlocal contract, the contract shall require that the SUBCONTRACTOR obtain prior written approval from MRGDC for that expense.

7. Travel Expenses. Reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the MRGDC, is prohibited. Prior to authorizing any out-of-state travel by a pass-through grant recipient, the MRGDC must obtain written approval from the TCEQ to provide such authorization.

8. If requested by the MRGDC, the SUBCONTRACTOR agrees to provide to the MRGDC the additional expense records and documentation materials, as listed in Subsection 5 of this Article, and appropriate for the expense, for the time period requested by the MRGDC, except that the SUBCONTRACTOR will not be asked to submit records that have already been provided to the MRGDC with a Financial Status Report. The MRGDC will provide reasonable time for the SUBCONTRACTOR to comply with a request for additional records. If the MRGDC requests to review additional records to be provided by the SUBCONTRACTOR under the MRGDC's financial monitoring program, the MRGDC will review those records and provide the SUBCONTRACTOR a written summary of the findings of that review. The MRGDC will also allow the SUBCONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

9. The MRGDC shall not reimburse or otherwise make payment to SUBCONTRACTOR for an expenditure that is not authorized under this Agreement. If it is determined, by either the MRGDC or the TCEQ that an expenditure that was reimbursed is not an authorized expense, the MRGDC shall request return and reimbursement of those funds from the grant recipient or, where appropriate, the application of those funds to other authorized expenses, and shall not provide any additional reimbursements to the pass-through grant recipient until the funds are returned or are applied to other authorized expenses.

10. The SUBCONTRACTORS contractual costs must comply with allowable costs requirements. SUBCONTRACTORS which are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If SUBCONTRACTOR has no competitive procurement policy or is a private entity, SUBCONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All subgrants awarded by the SUBCONTRACTOR under this Agreement shall be in accordance with Subpart C, Sec. .37, Subsection (b) of the State Uniform Administrative Requirements for Grants and

Cooperative Agreements as set forth in Part III of the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

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(c) SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this agreement, SUBCONTRACTOR must submit a MRGDC Contract Close Out Report according to written instructions from MRGDC.

Article 4 **REPORTING REQUIREMENTS**

(a) The SUBCONTRACTOR shall prepare and submit to the MRGDC, a **quarterly** written progress report concerning performance under this Contract. Such progress reports shall document accomplishments and units of work performed under Attachment D of this agreement including program results. All progress reports shall be submitted within 7 days after the end of each **quarterly** period so that MRGDC may submit a consolidated report to TCEQ within 20 days. A final progress report shall be provided prior to the final request for payment under this Contract, but, in no case later than 30 days after the end of the Contract period. Payments (reimbursements) required under this contract may be withheld by the MRGDC until such time as any past due progress reports are received.

(b) The SUBCONTRACTOR **quarterly** progress reports required under Section (a) of this Article contain descriptions of activities and costs for the MRGDC to ensure that the provisions of this Contract are being complied with. The SUBCONTRACTOR shall comply with any reasonable request by the MRGDC for additional information on activities conducted in order for the MRGDC to adequately monitor the SUBCONTRACTOR's progress in completing the requirements of and adhering to the provisions of this Contract. The SUBCONTRACTOR shall certify in writing to the MRGDC, through a final progress report, the satisfactory completion of all activities and deliverables required under the pass-through grant agreement.

(c) The SUBCONTRACTOR shall provide the MRGDC with follow-up results information on a schedule established by the MRGDC, to include a report or reports sufficient to allow the MRGDC to provide the TCEQ a report in September 2016 on the continued results of the project funded under this Agreement. In addition, the SUBCONTRACTOR shall continue to document, as appropriate to the type of project, the results of the project activities for the life of the program or activity.

(d) **The SUBCONTRACTOR's failure to comply with the requirements of this Article constitutes a breach of this Contract.**

Article 5 Monitoring Requirements

- (a) MRGDC may periodically monitor SUBCONTRACTOR for:
1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 2. The administrative and operational effectiveness of the project.

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(b) MRGDC shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

Article 6 Title to and Management of Real Property and Equipment

Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as property) acquired from funds provided under this Agreement by the SUBCONTRACTOR shall vest upon acquisition or construction in the SUBCONTRACTOR. All parties agree that upon full performance of this Contract, title shall remain with the SUBCONTRACTOR, provided however, that if this Contract is terminated, due to substantial failure by the SUBCONTRACTOR to fulfill its obligations under this Contract, title and physical possession of all equipment and constructed fixtures shall, upon written notification from MRGDC, be transferred in good condition and within five (5) working days to MRGDC.

(a) Subject to the provisions of this Agreement and as otherwise provided by state statutes, property acquired or replaced under this Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by MRGDC funds.

(b) The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the SUBCONTRACTOR under this Agreement.

(c) The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property, shall be in accordance with Section 361.014(b) of the TEX. HEALTH & SAFETY CODE, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

(d) The SUBCONTRACTOR may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the SUBCONTRACTOR must meet the requirements set forth in this Section.

(I) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(II) A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated.

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The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

(III) Certain types of equipment are classified as controlled assets and are subject to annual revision. In accordance with the UGMS, the SUBCONTRACTOR should contact the Texas Comptroller of Public Accounts property accounting staff or review the Comptroller's State Property Accounting User Manual available on the Internet, for the most current listing. Firearms shall be maintained on the SUBCONTRACTORS inventory system irrespective of cost, and the following equipment with costs between \$500 and \$1,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations and (5) cellular and portable telephones.

(e) The SUBCONTRACTOR may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

(f) The SUBCONTRACTOR agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$1,000 or more is no longer needed for the originally authorized purpose, the MRGDC has the right to require disposition of the property by the SUBCONTRACTOR in accordance with the provisions of this Article.

(g) When, during the useful life of property acquired with grant funds under this Agreement by the SUBCONTRACTOR and with current per-unit fair market value of \$1,000 or more, the property is no longer needed for the originally authorized purpose, the SUBCONTRACTOR agrees to request disposition instruction form the MRGDC or, if the MRGDC is no longer administering a Regional Solid Waste Grants Program, the TCEQ. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that disposition will comply with the private industry provisions of §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN. In cases where the SUBCONTRACTOR fails to take appropriate disposition actions, the MRGDC may direct the SUBCONTRACTOR to take excess and disposition actions. The dispositions may provide for one of the alternatives as set forth in this Section.

(I) Retain title, sell, or otherwise disposed of with no obligation to compensate the MRGDC.

(II) Retain title after compensating the MRGDC. If the MRGDC is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, the MRGDC will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the MRGDC. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

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(III) Sell the property and compensate MRGDC. If the MRGDC is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, the MRGDC will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the MRGDC. The amount due will be calculated by applying the MRGDC's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active the net proceeds from sale may be offset against the original cost of the property. When the SUBCONTRACTOR is directed to sell the property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(IV) Transfer title to the MRGDC or to a third-party designated/approved by the MRGDC. If the SUBCONTRACTOR participated financially in the original purchase, the SUBCONTRACTOR may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market of the property.

(h) Items of property with a current per-unit fair market of less than \$1,000 may be retained, sold or otherwise disposed of by the SUBCONTRACTOR with no further obligation to the MRGDC. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the MRGDC upon request.

(i) The MRGDC shall include provisions in its Interlocal Agreements to implement and enforce the provisions of this Article.

Article 7 Compliance with Applicable Laws

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this contract, including, but not limited to, the laws referred to in this Contract. If the SUBCONTRACTOR or MRGDC observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Contract modification. On request, the SUBCONTRACTOR shall furnish MRGDC modification. If the SUBCONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the SUBCONTRACTOR shall bear all claims, costs, losses and damages caused by arising out of or resulting therefor.

Article 8 Standards of Solid Waste Implementation Project

Litter and Illegal Dumping Cleanup

8.7 Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.

8.8 Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the PERFORMING PARTY. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government

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- sponsor or the PERFORMING PARTY must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
- 8.9 The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
- 8.10 The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
- 8.11 All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Rules, and 30 TAC Chapter 350, TCEQ's Risk Reduction Rules, must be complied with as part of any activities funded under this Agreement.
- 8.12 All materials cleaned up using funds provided under this Agreement must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the PERFORMING PARTY should consider withholding at least ten (10%) percent of the reimbursements under a subgrant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Article 11 Conflict of Interest

The SUBCONTRACTOR shall notify the MRGDC immediately upon discovery of any potential or actual conflict of interest. The SUBCONTRACTOR agrees that the MRGDC and/or the TCEQ have sole discretion to determine whether a conflict exists and that the MRGDC and/or the TCEQ may terminate the Agreement at any time, on the grounds of actual or apparent conflict of interest.

- a. *Notice of Conflict of Interest:* The SUBCONTRACTOR shall notify the MRGDC in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the work. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with a personal conflict of interest shall be disqualified from taking part in any way in the performance of any work that created the conflict of interest.

Article 12 Authorized Representatives

- (a) The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with the MRGDC.

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**Middle Rio Grande Development Council
Solid Waste Grant Interlocal Agreement**

**Schedule of Deliverables from SUBCONTRACTOR
Exhibit C**

Task	Time Frame	Deliverable
Objective 1: Other – Litter & Illegal Dumping Cleanup		
Task 1: Contract for Tire Disposal	06/28/2019	Submit photographic documentation
Objective 2: Summary Reports		
Task 2a: Summary Report	January 4, 2019	One page Summary Report
Task 2b: Results Report	September 15, 2019, and August 15, 2020	PT-R Forms
Task 2c: Financial Status Report/Reimbursement Request	June 28, 2019	PT-F1, PT-F2, and supplemental documentation

NOTE: Results Report due on **August 15, 2020** must be submitted to MRGDC no later than 5p.m. and the numbers on this report must be as accurate as possible.

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Subcontractor Budget and Authorizations
Exhibit D

Description	Cost
Contractual – Tire Disposal – TBD	\$ 5,000.00
TOTAL	\$ 5,000.00

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS COLONIA SELF-HELP CENTER PROGRAM CONTRACT NO. 7217013 FUNDED THROUGH THE TxCDBG PROGRAM.

WHEREAS, the County of Val Verde, Texas has received a 2018 Colonia Self-Help Center Program award, and;

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

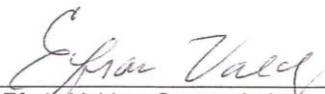
WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

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

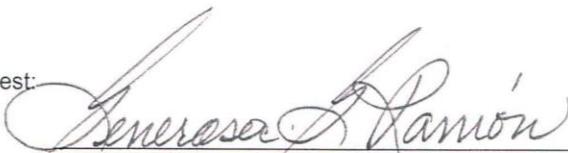
The County Judge be authorized to execute contractual documents between the Texas Department of Housing and Community Affairs and the County for the Colonia Self-Help Center Program.

The County Judge, Administrative Assistant to the County Judge, and the County Auditor be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Colonia Self-Help Center Program.

PASSED AND APPROVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE, TEXAS ON JUNE 13, 2018.



Efraín Valdez, County Judge

Attest: 

Generosa Gracia-Ramón, County-Clerk



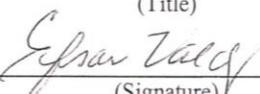
A202

#9

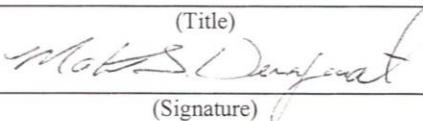
Depository/Authorized Signatories Designation Form

Grant Recipient: VAL VERDE COUNTY Colonia SHC TxCDBG Contract No. 7217013

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Efrain Valdez	
(Name)	(Name)
County Judge	
(Title)	(Title)
	
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Eloy Padilla	Matthew Weingardt
(Name)	(Name)
Administrative Assistant	County Auditor
(Title)	(Title)
	
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Signature)	(Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.



TxCDBG Request for Payment

#12
A203

Grant Recipient: Val Verde County

Contract No: 7218075

Request #: Draw 1

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03J	\$ 25,000.00	\$ -	\$ -	\$25,000.00	100.00%
Construction 03J	\$ 339,000.00	\$ -	\$ -	\$339,000.00	100.00%
Engineering 03J	\$ 83,200.00	\$ (12,750.00)	\$ (12,750.00)	\$70,450.00	84.68%
Construction 14A	\$ 24,000.00	\$ -	\$ -	\$24,000.00	100.00%
Engineering 14A	\$ 3,800.00	\$ -	\$ -	\$3,800.00	100.00%
Acquisition 21A	\$ 50,000.00	\$ -	\$ -	\$50,000.00	100.00%
Totals:	\$ 500,000.00	\$ (12,750.00)	\$ (12,750.00)	\$487,250.00	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		4/23/2018		
All Professional Services Contracts Awarded:	7/10/2017	6/23/2018		-11.6
4-month Conference Call:	4/24/2018	8/23/2018		-4.0
Plans and Specs Completed/Approved by Locality:		10/23/2018		
Environmental Review Submitted:		10/23/2018		
All pre-construction Special Conditions cleared:		12/23/2018		
Construction Start:		1/23/2019		
50% of TxCDBG funds obligated:		1/23/2019		
Construction 50% Complete:		6/23/2019		
Construction 75% Complete:		9/23/2019		
Construction 90% Complete:		11/23/2019		
Construction & Final Inspection Completed:		12/23/2019		
End Date:		4/21/2020		
Project Completion Report Submitted:		6/20/2020		

Remarks / Comments:

Requesting \$12,750.00 for Preliminary Engineering Design Fees. Environmental Review is in progress. Project is ahead of schedule.

Period Covered:	4/23/2018	to	6/13/2018	If outside contract period, select:
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ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Efrain Valdez	County Judge		6-13-18
Name of 1st Authorized Signatory	Title	Signature of Authorized Official	Date
Matthew Weingardt	County Auditor		6-13-18
Name of 2nd Authorized Signatory	Title	Signature of Authorized Official	Date

#12



14 Gabriel Drive
Augusta, ME 04330
207-620-3800

INVOICE

PLEASE REMIT TO:
TRC Lockbox
P. O. Box 536282
Pittsburgh, PA 15253-5904

Val Verde County
400 Pecan Street
1st Floor
Del Rio, TX 78840

June 7, 2018
Project No: 285593.0000.0000
Invoice No: 53010
Project Manager: Stephen Niermann

Project 285593.0000.0000 Val Verde County RDRL, Escondido, San Felipe Water Lines CDBG 7218075

Professional Services through May 25, 2018

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Completion of Preliminary Eng Plans&Spec	16,500.00	50.00	8,250.00	0.00	8,250.00
Completion of Final Plans, Specs, Bid Ad	24,750.00	0.00	0.00	0.00	0.00
Start of Construction	28,875.00	0.00	0.00	0.00	0.00
Completion of All Interim & Final Inspec	4,125.00	0.00	0.00	0.00	0.00
Completion of Record Drawing	4,125.00	0.00	0.00	0.00	0.00
TXCDBG Closeout Requirements	4,125.00	0.00	0.00	0.00	0.00
Special Services	4,500.00	100.00	4,500.00	0.00	4,500.00
Total Fee	87,000.00		12,750.00	0.00	12,750.00

Total Fee 12,750.00

Total this Invoice 12,750.00 ✓

Email invoice to Carl Esser at carl.esser@hotmail.com

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6/8/18



TxCDBG Request for Payment

#13

A203

Grant Recipient: Val Verde County

Contract No: 7216075

Request #: Draw 7

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03JW	\$ 25,000.00	\$ -	\$ -	\$25,000.00	100.00%
Construction 03JW	\$ 352,040.00	\$ (9,148.66)	\$ (92,729.30)	\$259,310.70	73.66%
Engineering 03JW	\$ 88,010.00	\$ -	\$ (44,005.00)	\$44,005.00	50.00%
Construction 14A	\$ 7,960.00	\$ -	\$ (7,960.00)	\$0.00	0.00%
Engineering 14A	\$ 1,990.00	\$ -	\$ (995.00)	\$995.00	50.00%
Admin 21A	\$ 50,000.00	\$ -	\$ (25,000.00)	\$25,000.00	50.00%
Totals:	\$ 500,000.00	\$ (9,148.66)	\$ (170,689.30)	\$329,310.70	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		11/30/2016		
All Professional Services Contracts Awarded:	1/9/2017	1/30/2017		-0.7
4-month Conference Call:	3/28/2017	3/30/2017		-0.1
Plans and Specs Completed/Approved by Locality:	10/9/2017	5/30/2017		4.4
Environmental Review Submitted:	9/6/2017	5/30/2017		3.3
All pre-construction Special Conditions cleared:	1/12/2018	7/30/2017		5.5
Construction Start:	2/1/2018	8/30/2017		5.2
50% of TxCDBG funds obligated:	1/10/2018	8/30/2017		4.4
Construction 50% Complete:		1/30/2018		
Construction 75% Complete:		4/30/2018		
Construction 90% Complete:		6/30/2018		
Construction & Final Inspection Completed:		7/30/2018		
End Date:		11/29/2018		
Project Completion Report Submitted:		1/28/2019		

Remarks / Comments:

This Draw is a continuation of materials delivered by Ferguson Waterworks for the Vega Verde Road Waterline Project. In-Kind Match documentation is forthcoming using Force Account while installing waterline.

Period Covered:	5/30/2018	to	6/13/2018	If outside contract period, select:
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ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Efrain Valdez	County Judge	<i>Efrain Valdez</i>	6-13-18
Name of 1st Authorized Signatory	Title	Signature of Authorized Official	Date
Matthew Weingardt	County Auditor	<i>Matthew S. Weingardt</i>	6-13-18
Name of 2nd Authorized Signatory	Title	Signature of Authorized Official	Date

#13



FERGUSON WATERWORKS #1105
6825 WALLISVILLE ROAD
HOUSTON, TX 77020-3258

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0959980	\$8,411.35	37082	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1105
PO BOX 847411
DALLAS, TX 75284-7411

Please contact with Questions: 713-675-2211



7392 1 M5 0 424 E0350 10609 03665457890 S2 P5397678 0002:0002



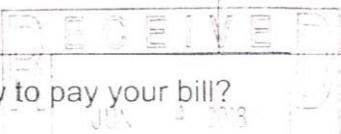
VAL VERDE COUNTY TX
VAL VERDE PRCNT #4
901 N BEDELL AVE STE A
DEL RIO TX 78840-4170

SHIP TO:

VAL VERDE COUNTY TX
1690 CIENEGAS RD
VAL VERDE PRCNT #4
DEL RIO, TX 78840

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1106	1106	TXE	WATER LINE	JAG	VAL VERDE PRCNT #4	05/30/18	01217
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
10	0	MJ051G	5/8X3/4 MULTI-JET MTR		EA	6.00	
10	0	W375XLF	LF 3/4 RPP ASSY		EA	3.00	
4	4	IMJBGPU	8 MJ C153 BLT GSKT PK L GLAND	11.130	EA	44.52	
2	2	IMJBGPU	8 MJ C153 BLT GSKT PK L GLAND	11.130	EA	22.26	
4	4	IMJBGFX	8 MJ C153 BLT GSKT PK L GLAND	12.100	EA	48.40	
1	1	IMJBGFX	8 MJ C153 BLT GSKT PK L GLAND	14.560	EA	14.56	
2	2	IMJBGFX	8 MJ C153 BLT GSKT PK L GLAND	12.100	EA	24.20	
1	1	IMJBGFX	8 MJ C153 BLT GSKT PK L GLAND	12.100	EA	12.10	
1	1	MA2360239000KOL	2 MJ RW OL EVERDUR GATE VLV L/A	205.470	EA	205.47	
2	2	MA2361239000UOL	8 MJ RW OL EVERDUR GATE VLV L/A	405.000	EA	810.00	
2	2	MA2361239000XOL	8 MJ RW OL EVERDUR GATE VLV L/A	645.000	EA	1290.00	
2	2	C1430BSF500	14GA 30MM 500 FT COP TRCR WIRE BLUE	45.480	EA	90.96	
1	1	MJRLAX	8 MJ C153 90 BEND L/A	54.270	EA	54.27	
2	2	MJTLAXU	8X8 MJ C153 TEE L/A	64.000	EA	128.00	
1	1	MJSPX	8 MJ C153 SLD PLUG	29.600	EA	29.60	
4	4	SSLCE6	6 PVC WDG REST GLND *ONELOK	21.270	EA	85.08	
2	2	SSLCE6	6 PVC WDG REST GLND *ONELOK	21.270	EA	42.54	
4	4	SSLCE8	8 PVC WDG REST GLND *ONELOK	31.440	EA	125.76	
1	1	SSLCE8	8 PVC WDG REST GLND *ONELOK	31.440	EA	31.44	
2	2	SSLCE8	8 PVC WDG REST GLND *ONELOK	31.440	EA	62.88	
1	1	SSLCE8	8 PVC WDG REST GLND *ONELOK	31.440	EA	31.44	
160	160	P80PK	2 X 20 FT PVC S80 PE PIPE	135.000	C	270.00	
20	20	DR18BPU	8 C900 DR18 PVC GJ BLUE PIPE	5.000	FT	100.00	
740	740	DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	6.610	FT	4891.40	
200	100	PEC9AF100	3/4X100 CTS DR9 HDPE PIPE	48.140	C	48.14	
INVOICE SUB-TOTAL						8411.35	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



Looking for a more convenient way to pay your bill?
Log in to Ferguson.com and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$8,411.35
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseley.com/terms_conditions and are incorporated by reference. Seller may convert checks to ACH.

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#13

FERGUSON
WATERWORKS
 FERGUSON WATERWORKS #1105
 6825 WALLISVILLE ROAD
 HOUSTON, TX 77020-3258

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0943270-3	\$737.31	37082	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1105
 PO BOX 847411
 DALLAS, TX 75284-7411

Please contact with Questions: 713-675-2211

SHIP TO:

VAL VERDE COUNTY TX
 1690 CIENEGAS RD
 VAL VERDE PRCNT #4
 DEL RIO, TX 78840

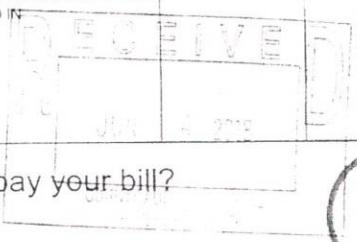
7382 1 MB 0.424 EQ250X 10608 D3665457838 S2 P5397678 0001:0002



VAL VERDE COUNTY TX
 VAL VERDE PRCNT #4
 901 N BEDELL AVE STE A
 DEL RIO TX 78840-4170

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1106	1106	TXE	WATER LINE	JAG	VAL VERDE PRCNT #4	05/30/18	IO 61217
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
12	12	PPEC SX16	P.05) 8X16 Spacers 8X16 PE CASING SPACER	42.560	EA	510.72	
2	2	PMCESX16	P.06) 8X16 Spacers 8X16 MODEL C END SEAL	45.390	EA	90.78	
2	0	CMHBP24	4 X 24 M/HOLE BSE		EA	0.00	
2	0	CMHRP12	4 X 12 M/HOLE RSR SECT		EA	0.00	
2	0	CCCP2434	4 X 24 CON CONE W/ 3/4-1/2 OPG		EA	0.00	
1	1	SP-AG11	3/4" AIR GAP	30.260	EA	30.26	
6	0	SP-HBLB1TLH	LB1T HOT BOX ENCLOSURE L/HEAT		EA	0.00	
100	0	PEI9AF100	P.211) 3.4 SDR 9 Poly Tubin 3/4X100 IPS DR9 HDPE PIPE READY MIX ON VEGA VERDE RD		C	0.00	
100	100	PEI9AF100	3/4X100 IPS DR9 HDPE PIPE	48.140	C	48.14	
1	1	MJ051G	5/8X3/4 MULTI-JET MTR	57.410	EA	57.41	
1	0	SP-AG11	3/4" AIR GAP		EA	0.00	
1	0	SP-HBLB1TLH	LB1T HOT BOX ENCLOSURE L/HEAT		EA	0.00	
INVOICE SUB-TOTAL						737.31	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$737.31
----------------------	------------------	-----------	----------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseley.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

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 6/2/18

#14



TEXAS
Health and Human
Services

Texas Department of State
Health Services

FAQs



Rabies
(Lyssa)

ICD-9 071; ICD-10 A82

Related Topics: [Oral Rabies Vaccine Programs](#)

Frequently Asked Questions

Below are some commonly asked questions and answers concerning the recent change to Texas law concerning rabies vaccination intervals:

Q. I heard a rumor that my city can require dogs and cats in my area to be vaccinated against the rabies virus every year. Is this true?

A: Yes. Statutory law (Ch. 826, Health and Safety Code) empowers local jurisdictions to establish more stringent rabies vaccination intervals than those outlined in the amendments to the Rabies Control and Eradication state law. If your city or county requires animals to be vaccinated against rabies on an annual basis, area pet owners must comply with that requirement. Contact your city or county animal control agency for information on local rabies ordinances.

Q. Is Texas the only state with a 3-year rabies vaccination law?

A: Currently, 32 other states require vaccination in accordance with the 3-year rabies vaccination law.

Q. Since Texas is going from a one-year to a three-year rabies vaccination schedule, does that mean rabies is no longer a public health threat in our state?

A: No! Each year many cases of rabies occur in Texas wildlife and domestic animals. For example, in 2002 there were 1,049 cases of rabies in animals. A rabies vaccination is a lot like an "insurance policy" for your pet - you don't necessarily want it, but it comes in really handy when you need it. By protecting your pet against rabies, you are also protecting yourself and your family, as your pet will be less likely to bring rabies into your house.

Q. I have a 5-year old dog, and his last rabies shot was given about 14 months ago. I know I'm a little late for his yearly rabies shot, but can I wait a couple of years to get his next rabies shot?

A: If the vaccination given 14 months ago was your dog's FIRST rabies vaccination,

- he should be revaccinated immediately.

If the vaccination given 14 months ago was your dog's SECOND rabies vaccination, your dog should have his next rabies vaccination

- in 22 months if he was given a 3-year vaccine.
- Immediately if he was given a 1-year vaccine.

#14

Your best course of action would be to make an appointment with your veterinarian to have your dog's health status assessed. At that time, you can discuss your dog's vaccination status and any other health issues with your veterinarian.

Q. I have a 3-month old cat. Under the new rule, how many rabies shots will my cat need...and how often will we have to visit my veterinarian to get them?

A: Dogs and cats in Texas must be vaccinated by a veterinarian by the time the animal is four months of age, then given a booster 12 months after the initial vaccination. Thereafter, the animal must be vaccinated at intervals of no longer than 36 months if a 3-year vaccine is used. However, your veterinarian may prefer to use a 1-year vaccine. He/she can explain the pros and cons to you pertaining to which vaccine to use with your pet. Although not required by state law, there are many other diseases for which your pet should be immunized annually. To safeguard your pet's and your family's health, you should visit your veterinarian at least once a year.

Q. Are dogs and cats the only animals that need to be vaccinated against the rabies virus?

A: Although not required by law, livestock (especially those that have frequent contact with humans), domestic ferrets, and wolf-dog hybrids should also be vaccinated against rabies. As with cats and dogs, the frequency of vaccination boosters depends on whether a 1-year or 3-year vaccine is administered.

Q. I am scheduled to relocate to Texas from another state in the next few months. In order to comply with Texas regulations, what information do I need to prove my cats have been vaccinated against rabies?

A: Each dog and cat over three months of age to be transported into Texas for any purpose must be vaccinated against rabies. A vaccination certificate showing the date of vaccination, vaccine used, and signature of the veterinarian who administered the vaccine provides proof of compliance.

Q. I live in a rural area of Texas, where exposure to rabies from area wildlife is a constant possibility. I'm nervous about giving my dogs and my cat the rabies vaccine only once every three years. Will the 3-year vaccine provide the same protection from rabies?

A: An increased number of rabid wildlife has occurred in some parts of Texas as part of the normal cyclical nature of rabies incidence in wildlife. However, vaccinating your dogs and cat with the 3-year vaccine - at intervals no longer than every 36 months - will protect your pets from acquiring rabies from wildlife.

Q. Should we be worried about an increase in the number of rabid cats and dogs in our state as a result of changing the rabies vaccination interval to three years?

A: Over a period of 25 years, 32 states have migrated to a 3-year vaccination interval. Their experience has shown that a three-year interval is sufficient to prevent human rabies. Additionally, states which have changed to a three-year interval did not experience an increase in the number of rabid dogs and cats. No correlation exists between a state's required vaccination interval and its incidence of rabid dogs and cats.

Q. I'm accustomed to taking my cat to the veterinarian every year to get his rabies vaccination. Can I still do that?

A: Yes. Nothing prohibits your veterinarian from recommending annual rabies vaccinations or

#14

from using a one-year vaccine. Your veterinarian can evaluate your cat's risk of disease and other health-related problems, and advise you on rabies vaccination intervals.

Q. I've been unable to find the owner of a stray cat who wandered up to my home about two months ago. I've decided to keep him, but I don't know his vaccination status. What should I do?

A: Make an appointment with a licensed veterinarian who will evaluate your new cat's health status. Since vaccination status is unknown, the veterinarian will recommend giving your cat a rabies shot at the time of your appointment and a booster shot 12 months later. If a 3-year vaccine is administered, your cat will need a rabies shot every 3 years thereafter. Again, for various health-related reasons, your veterinarian may elect to use a 1-year vaccine. Your veterinarian can advise you about vaccinations needed to protect your new cat from other diseases as well.

Q. What should I do if a dog bites me, and I'm not sure if the dog has been vaccinated against rabies?

A: Treat the bite as if the animal were rabid and immediately cleanse the wound thoroughly by washing with soap and water. See your physician immediately after washing the wound. Your physician will decide on need for treatment to prevent rabies, proper wound care, and need for a tetanus booster. Report the incident to your local rabies control authority within 24 hours. Be prepared to describe the dog, such as size and color, plus provide the location where the bite incident occurred, and the owner's name and address if known. Your local rabies control authority (animal control or law enforcement) will investigate the potential exposure and ensure that the appropriate actions are initiated.

Last updated March 28, 2011

#15

COPY

Contract
MANAGEMENT/ADMINISTRATION SERVICES

For County of Val Verde
Texas Department of Agriculture
STEP Fund TxCDBG 7218026

PART I
AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this 13th day of June 2018, by and between Val Verde County hereinafter called the "County", acting herein by Efrain Valdez, Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "the Contractor", acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, Val Verde County desires to implement the Texas Community Development STEP Fund TxCDBG 7218026 to construct first time water facility improvements for the Ridgeline Community in the unincorporated area of Val Verde County under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional administration services in connection with this TxCDBG Project, Contract Number 7218026.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on June 13, 2018. In any event, all of the services required and performed hereunder shall be completed no later than May 28, 2020.
3. Local Program Liaison - For purposes of this Contract, the Val Verde County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$40,000.00**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

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- 7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys’ fees, arising out of the Contractor’s performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker’s compensation and income tax laws.
- 8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
- 9. Extent of Agreement
 This Agreement, which includes Parts I-IV, [and if applicable, including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

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

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

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