COMMISSIONER'S COURT MINUTES
FEBRUARY 5TH REGULAR TERM, A.D. 2018

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

BE IT REMEMBERED that on this the 5th day of FEBRUARY A.D. 2020 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: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, 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. Reciting the Pledge of Allegiance.

4. Approval minutes for:

A. January 8 and 22, 2020 meetings

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20--054	N	F		Motion to		O,W,V,N,F		
				Approve				

B. Amendment to minutes from the August 21, 2019 Regular Commissioner's Court Meeting.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-055	N	F		Motion to		O,W,V,N,F		
				Approve the				
				amendment				
				as presented.				

MOTION KEY:
JUDGE OWENS= O
COMM WARDLAW=W
COMM VAZQUEZ=V
COMM NETTLETON=N
COMM FLORES= F

QUORUM

____V__ COUNTY JUDGE
_____ *Judge's Staff*
_____ *Judge's Staff*
___V___ COMM. PRCT# 1
___V___ COMM. PRCT# 2
___V___ COMM. PRCT# 3
___V___ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

___V___ *COUNTY ATTY*
_SL___ *COUNTY ATTY STAFF*
_____ *COUNTY ATTY STAFF*
_____ *DISTRICT CLERK*
_____ *IT*
__V___ *SHERIFF*
_____ *SHERIFF'S STAFF*
___V___ *AUDITOR*
_____ *TREASURER*
___V___ *PURCHASING*
___V____ *HR*
_____ *TAX COLLECTOR*
___V___ *RISK MGMT*
___V___ *FIRE DEPT*
_____ *EMERGENCY MGMT*
_V__ *JP #1 Constable #1*____
___ *JP #2 Constable #2*____
___ *JP #3 Constable #3*____
_V__ *JP #4 Constable #4*____
_____ *OTHER*_____

5. *Citizen's Comments*

1) Fernando Garcia – Republican Party -complimented County Clerk's Office and Voter Registration Office for their election efforts on the upcoming March Primary Election.

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

6. Subdivision plats.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-056	N	F		Pilo Saucedo Subdivision Plat		O,W,V,N,F		
				Lot A – .4AC Lot B-1AC				

7. Certificates of compliance.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-057	N	F		Motion to Approve		O,W,V,N,F		
				As presented				

8. Monthly reports from elected officials.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-058	N	F		Motion to Approve		O,W,V,N,F		
				As presented				

9. Approving bills.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-059	N	F		Motion to Approve		O,W,V,N,F		

Adrian Bitela, County Veterans Officer

10. Update on the status of the Traveling Vietnam Wall (The Wall Heals Del Rio) to take place on March 5 – 8, 2020.

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

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

11. Presentation by Ms. Debbie Woods, Vice President of Business Development with AnyPlaceMD Audiology/Hearing Aids.

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

Emily Grant, County Extension Agent

12. Presentation by Texas A&M AgriLife Extension Service – Val Verde County December and January Impacts. REPORT ONLY- 2/22/20 Handout to Court Community in Buena Vista Park-$500 donation from community personal.

David Bond, County Librarian

13. National Network of Libraries of Medicine Grant in the amount of $1,329.22.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-060	N	F		Motion to accept grant in the		O,W,V,N,F		
				Amount of $1,329.22				

Carlos Velarde, County Engineer

14. Issuance of a county cell phone to Fidencio Lira, Field Tech.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-061	N	F		Motion to Approve		O,W,V,N,F		
				As presented				

Guillermo Sanchez, County Purchasing Agent

15. Addition of an Office Finisher Lx and 2/3-hole punch to the XEROX Machine in the 83rd Judicial District Court office for a monthly payment of $29.42 additional to the monthly payment lease agreement for a total of $183.09 per month to be paid out of Copier Expense account.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-062	N	F		Motion to Approve		O,W,V,N,F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

16. Addition of an unlimited data plan through the current account with AT&T for Commissioner Precinct 1 on the activation of 4 Spartan GoCam Cameras for a price of $37.99 per month for each camera.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-063	W	V		Motion to Approve		O,W,V,N,F		

Generosa G. Ramon, County Clerk

17. Request by Republican Party Chairperson Fernando Garcia for the use of county owned buildings including the main courthouse, as polling places, a central counting station, Early Ballot Board meeting location, Signature Verification Committee meeting location and for announcement of election night results; and the use of election equipment and supplies (I.E. ballot boxes and booths) in order to conduct the March 3, 2020 Republican Primary Election and Runoff Election, if necessary, on May 26, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-064	N	F		Motion to Approve		O,W,V,N,F		
				As presented				

18. Request by Democratic Party Chairperson Rosalinda Hernandez for the use of county owned buildings and including the main courthouse, as polling places, a central counting station, Early Ballot Board meeting location, Signature Verification Committee meeting location and for announcement of election night results; and the use of election equipment and supplies (I.E. ballot boxes and booths) in order to conduct the March 3, 2020 Democratic Primary Election and Runoff Election, if necessary, on May 26, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-065	F	N		Motion to Approve		O,W,V,N,F		
				As presented				

Aaron D. Rodriguez, County Treasurer

19. Treasurer's Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NO ACTION REQUIRED				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Matthew Weingardt, County Auditor

20. Auditor's Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-066	N	F		Motion to Approve as presented.		O,W,V,N,F		

21. Contract for iDocket Professional Service Agreement-Software License and maintenance plan for the 83rd Judicial District Court office at a cost of $3,000.00 per year and a monthly support fee of $250.00.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-067	N	F		Motion to Approve as presented.		O,W,V,N,F		

Lewis G. Owens, Jr., County Judge

22. Resolution accepting award from the Texas Department of Agriculture (TDA) in the amount of $1,000,000.00 for water improvements in Val Verde County.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-068	N	V		Motion to Approve as presented.		O,W,V,N,F		

23. Presentation by Esser & Company Consulting LLC of a check in the amount of $1,000,000.00 to Val Verde County Commissioners Court.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				PRESENTATION ONLY				

24. Resolution designating County Judge and County Auditor as authorized signatories for TxCDBG Contract No. 7219085.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-069	N	F		Motion to Approve as presented.		O,W,V,N,F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

25. Use of HOT Funds for the George Paul Memorial Bull Riding event in the amount $4,800.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-070	N	F		Motion to Approve as presented.		O,W,V,N,F		

26. Execution by the County Judge on Self-Help contracts.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-071	N	V		Motion to Approve as presented.		O,W,V,N,F		

27. Ratification of the lease agreement between Val Verde County and the Norberto Damian Castro Portugal Circus.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-072	N	F		Motion to Approve as presented.		O,W,V,N,F		

28. Approval of Payment No. 12 under SHC Contract No. 7217013 in the amount of $50,980.44 and authorization for County Judge and County Auditor to sign Request for Payment and Residential Rehabilitation Draw Checklist.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-073	N	F		Motion to Approve as presented.		O,W,V,N,F		

29. Appointment of Carl Esser- Esser & Company Consulting LLC as the Labor Standard Officer for TxCDBG Contract No. 7219085 and authorization for County Judge to sign.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-074	N	F		Motion to Approve as presented.		O,W,V,N,F		

30. Approval for the Val Verde County Child Welfare Board to hold a rummage sale at the Val Verde County Fairgrounds on the morning of Saturday, February 29, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-075	N	F		Motion to Approve as presented.		O,W,V,N,F		

31. Purchase of a Canon Camera for county use to be paid out of the Emergency Management Coordinator account.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-076	F	N		Motion to Approve as presented.		O,W,V,N,F		

32. Contract with KSA Engineers Professional Engineering Services for TxCDBG Contract No. 7219085 and authorize County Judge to sign.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-077	N	F		Motion to Approve as presented.		O,W,V,N,F		

33. Approval of monthly payment to the Val Verde County Child Welfare Board in the amount of $237.50 for August and September 2019 to be paid out of the contingency line item.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-078	N	F		Motion to Approve as presented.		O,W,V,N,F		

Martin Wardlaw & Juan C. Vazquez, County Commissioner Pct.1 & 2

34. Contract No. 7218075 Amendment No.1 requesting a 6-month extension for completion on the proposed date of October 21, 2020 and authorize County Judge to sign.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-079	N	F		Motion to Approve as presented.		O,W,V,N,F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Martin Wardlaw, County Commissioner Pct. 1

35. Transfer dump truck from Precinct 3 to Precinct 1 at a cost of $4,500.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-080	W	N		Motion to Approve as presented.		O,W,V,N,F		

36. Transfer dump truck from Precinct 3 to Parks/Building Maintenance at a cost of $4,500.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-081	W	V		Motion to Approve as presented		O,W,V,N,F		
				and pay from Contingency.				

37. Donation of a brush truck from Kinder Morgan.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-082	N	F		Motion to Approve as presented.		O,W,N,V,F		

38. Use of light tower and four barricades for the Friday Art Walk in Downtown Del Rio on February 7, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-083	W	V		Motion to Approve as presented.		O,W,N,V,F		

Juan C. Vazquez, County Commissioner Pct. 2

39. TxDOT Amendment Request #1 regarding the waterline installation along FM 2523 from Bonita Road to Tierra Blanca Drive with a proposed new completion date of June 1, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-084	V	N		Motion to Approve as presented.		O,W,N,V,F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Robert "Beau" Nettleton, County Commissioner Pct. 3

40. Creation of a county committee to draft legislation for counties to have authority to regulate wind farms that encroach on Laughlin Air Force Base flight patterns.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-085	N	V		Motion to Appoint Tom Garcia,		O,W,V,N,F		
				Commissioner Nettleton, a rep from				
				LAFB, Hispanic Chamber, Del Rio				
				Chamber of Commerce to draft				
				proposed legislation that would give				
				counties regulation powers over				
				wind energy projects in low flight				
				area of LAFB.				

Gustavo Flores, County Commissioner Pct. 4

41. Contract No. 7218026 Amendment No. 1 requesting a 6-month extension for completion and Performance Statement Modification requesting rental of specialized tools and equipment due to the encounter of rock and with a proposed new completion date of November 30, 2020 authorize County Judge to sign.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-086	F	N		Motion to Approve		O,W,V,N,F		
				Amendment #1				

42. Contract No. 7218026 Draw #11 requesting $8,800.00 for Esser & Company Consulting LLC invoice #2 and authorize County Judge and County Auditor to sign.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-087	F	N		Motion to Approve Draw #11		O,W,V,N,F		
				as presented.				

Jerry Rust, County Fire Chief

43. Grant from the Texas Forest Service for a new update training program for new volunteers.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-088	F	V		Motion to Approve $6.570. ~~Comm~~.		O,W,V,F		

Clerk's note: Commissioner Nettleton had stepped out of meeting when this vote was taken.

Joe Frank Martinez, County Sheriff

44. Renew Interlocal Agreements between Val Verde County and Kinney, Terrell, and Zavala Counties to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-089	F	V		Motion to Approve		O,W,V,F		
				As presented				

45. Resolution to apply for and accept the 2020 Operation Stonegarden Val Verde County grant.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-090	F	V		Motion to apply and accept		O,W,V, F		
				Comm. Nettleton back in meeting.				

46. Execution of Equitable Sharing Agreement with the Internal Revenue Service by Sheriff Joe Frank Martinez.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-091	V	N		Motion to Approve		O,W,V,N,F		

Juanita Barrera, HR Director

47. Adoption of the updated HazMat Plan.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-092	N	F		Motion to Approve		O,W,V,N,F		
				As presented				

48. Implementation and adoption of a pre-employment agreement for county fire fighters to reimburse county for training expenses when they become certified and decide to leave the County.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
				NO ACTION				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

49. Human Resources Monthly Report from January 23, 2020 through February 5, 2020.

A. Rogelio Musquiz, Tax Assessor-Collector, requesting the distribution of checks to Melinda Hernandez, School Tax Deputy Clerk, with a salary of $24,550.00 effective January 27, 2020. Ms. Hernandez is replacing Diane Sanchez who retired.

B. Rogelio Musquiz, Tax Assessor-Collector, requesting to stop the distribution of checks Diane Sanchez, School Tax Deputy Clerk, effective February 3, 2020. Ms. Sanchez has retired.

C. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Eduardo Verastegui, Patrol Deputy effective January 31, 2020. Mr. Verastegui has resigned.

D. Robert Cadena, 83rd District Judge, requesting to stop the distribution of checks to Gene Steele, Court Reporter, effective January 31, 2020. Mr. Steele has retired.

E. Robert Cadena, 83rd District Judge, requesting the distribution of checks to Whitney Harry, Court Reporter, with a salary of $75,000.00 effective February 3, 2020. Ms. Harry is replacing Mr. Gene Steele who retired.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-093		N	F	Motion to Approve		O,W,V,N,F		

Ana Markowski Smith, County Attorney

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

50. Closed session consultation pursuant to Texas Government Code:

A. §551.071(2), attorney/client privilege

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

EXECUTIVE SESSION: _____ §551.071(2) (A) ____v____ §551.071 _____ §551.071 _____ §551.071 _____551.072 _____

OTHER _____ BEGAN @ 9:56 am _____ ENDED @ 10:00 am BREAK @ _____

RESUMED @ _____ ACTION AFTER EX: _____

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.

51. Commissioners' comments. None

52. County Judge's comments.

53. Adjourn. 10:11 AM.

The foregoing, recorded in Volume 56, pages 483-645, inclusive, was on this the 4th day of March A.D. 2019, read and is hereby **APPROVED**.
20

Respectfully submitted,

Lewis G Owens

LEWIS G. OWENS JR, COUNTY JUDGE
VAL VERDE COUNTY, TEXAS

ATTEST:

Generosa Ramón

GENEROSA GRACIA-RAMON, COUNTY CLERK
VAL VERDE COUNTY, TEXAS

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde

Lewis G. Owens Jr.
County Judge

400 Pecan Street
Del Rio, TX 78840
Email: lowens@valverdecounty.texas.gov

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

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

February 5, 2020 at 9:00 a.m.

1. Call to order.

2. Determining that a quorum is present.

3. Reciting the pledge of allegiance.

4. Approving minutes for:

A. January 8 and 22, 2020 meetings.

B. Amendment to minutes from the August 21, 2019 Regular Commissioner's Court Meeting.

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:

6. Subdivision plats.

7. Certificates of compliance.

8. Monthly reports from elected officials.

9. Approving bills.

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Aaron D. Rodriguez, County Treasurer

19. Treasurer's Report.

Matthew Weingardt, County Auditor

20. Auditor's Report.

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Lewis G. Owens, Jr., County Judge

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Martin Wardlaw & Juan C. Vazquez, County Commissioner Pct.1 & 2

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Martin Wardlaw, County Commissioner Pct. 1

35. Transfer dump truck from Precinct 3 to Precinct 1 at a cost of $4,500.

36. Transfer dump truck from Precinct 3 to Parks/Building Maintenance at a cost of $4,500.

37. Donation of a brush truck from Kinder Morgan.

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Robert "Beau" Nettleton, County Commissioner Pct. 3

40. Creation of a county committee to draft legislation for counties to have authority to regulate wind farms that encroach on Laughlin Air Force Base flight patterns.

Gustavo Flores, County Commissioner Pct. 4

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42. Contract No. 7218026 Draw #11 requesting $8,800.00 for Esser & Company Consulting LLC invoice #2 and authorize County Judge and County Auditor to sign.

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Joe Frank Martinez, County Sheriff

44. Renew Interlocal Agreements between Val Verde County and Kinney, Terrell, and Zavala Counties to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

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Juanita Barrera, HR Director

47. Adoption of the updated HazMat Plan.

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C. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Eduardo Verastegui, Patrol Deputy effective January 31, 2020. Mr. Verastegui has resigned.

D. Robert Cadena, 83rd District Judge, requesting to stop the distribution of checks to Gene Steele, Court Reporter, effective January 31, 2020. Mr. Steele has retired.

E. Robert Cadena, 83rd District Judge, requesting the distribution of checks to Whitney Harry, Court Reporter, with a salary of $75,000.00 effective February 3, 2020. Ms. Harry is replacing Mr. Gene Steele who retired.

Ana Markowski Smith, County Attorney

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

50. Closed session consultation pursuant to Texas Government Code:

A. §551.071(2), attorney/client privilege

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.

51. Commissioners' comments.

52. County Judge's comments.

53. Adjourn.

Our next Regular Commissioners Court Meeting will be **February 19, 2020** @ 9:00 a.m.; **Agenda Items are due Thursday, February 13, 2020 @ 12:00 noon.**

Lewis G. Owens Jr., County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON FRIDAY, JANUARY 31, 2020: AT 2:32 AM/PM

FILED
2020 JAN 31 P 2:32
VAL VERDE COUNTY CLERK
BY _____ DEPUTY

2020 JAN 31 PM 2:32
VAL VERDE COUNTY CLERK
FILED STAMP CANCELLED
BY _____ DEPUTY

400 Pecan Street • Del Rio, TX 78840

VOL. 56 PG. 502

CERTIFICATE

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*** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 31st day of January, 2020, at 2:32 o'clock p. m. and said ***AGENDA/NOTICE/ADDENDUM*** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

Generosa G Ramón

Generosa Gracia-Ramon
Val Verde County Clerk

VOL. 56 PG. 503

Order #20-055 #4 B

AMENDMENT TO AUGUST 21, 2019 COMMISSIONER'S COURT MINUTES AGENDA ITEM #49:

49. Proposed contract ("Contract") by and between Val Verde County, Texas ("County") and SE Ranch Holdings, Ltd. and/or other related business entities for the purchase with public funds by the County for public parks and recreational purposes of certain real and personal property, with (a) the subject real property being located in Val Verde County, Texas, containing approximately 2,948.4954 acres, more or less, a part of Abstract Nos. 1030, 1029, 1027, 1338, 1937, 1207, 1019, 1026, 1025, and 1031 therein, as well as Waterloo Section 21/Block 4 and the Monarch Crossing Waste Treatment Plant/Block 1/Lot 1 therein, as more particularly described in the public records of the County Clerk of Val Verde County, Texas and the Val Verde County Appraisal District, to which reference is made for all purposes, with said real property generally located east of the City of Del Rio, Texas and west of Laughlin Air Force Base, and (b) the subject personal property being certain improvements located on the subject real property, as well as certain permits, certificates, licenses, authorizations, or other governmental approvals associated with or related to the use and/or operation of the subject real property; and particularly described in the public records of the County Clerk of Val Verde County, Texas and the Val Verde County Appraisal District, to which reference is made for all purposes, with said real property generally located east of the City of Del Rio, Texas and west of Laughlin Air Force Base, and (b) the subject personal property being certain improvements located on the subject real property, as well as certain permits, certificates, licenses, authorizations, or other governmental approvals associated with or related to the use and/or operation of the subject real property;

See attached.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 2-12-18

FARM AND RANCH CONTRACT

1. **PARTIES:** The parties to this contract are SE Ranch Holdings, Ltd., a Texas limited partnership (Seller) and Val Verde County, Texas, a county of the State of Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the "Property".
   A. LAND: The land situated in the County of Val Verde, Texas, described as follows: 2,948.4954 total acres of land, more or less, and more particularly described in the attached Exhibit 1.
   or as described on attached exhibit, also known as SE Ranch, as described in the attached Exhibit 1, (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.
   B. IMPROVEMENTS:
   (1) FARM and RANCH IMPROVEMENTS: The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
   (2) RESIDENTIAL IMPROVEMENTS: The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
   C. ACCESSORIES:
   (1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check boxes of conveyed accessories) ☑ portable buildings ☑ hunting blinds ☑ game feeders ☑ livestock feeders and troughs ☑ irrigation equipment ☑ fuel tanks ☑ submersible pumps ☑ pressure tanks ☑ corrals ☑ gates ☑ chutes ☑ other: all accessories described in this paragraph, if existing on the Property on the Effective Date.
   (2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garages, (ii) entry gates, and (iii) other improvements and accessories.
   D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.
   E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: None.
   F. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
   A. Cash portion of Sales Price payable by Buyer at closing ..... $ 5,601,760.00
   B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ... $ 0
   C. Sales Price (Sum of A and B) ..... $ 5,601,760.00
   D. The Sales Price ☐ will ☑ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be calculated on the basis of $ _____ per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.
4. **LICENSE HOLDER DISCLOSURE:** Texas Law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Not applicable. No real estate license holder or broker participated in or performed work regarding this Contract or transaction.
5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver $ 5,000.00 as earnest money to, Del Rio Title Company, as escrow agent, at 300 E. Losoya St., Del Rio, Texas 78841-1329 (address). Buyer shall deliver additional earnest money of $ 1,000.00 (see Exhibit 3) to escrow agent within 3 days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐Seller's ☑Buyer's expense an owner policy of title insurance (Title Policy) issued by: Del Rio Title Company and its underwriter (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) The standard printed exception for standby fees, taxes and assessments.
(2) Liens created as part of the financing described in Paragraph 3.
(3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(4) The standard printed exception as to marital rights.
(5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐(i) will not be amended or deleted from the title policy; or
☑(ii) will be amended to read, "shortages in area" at the expense of ☑Buyer ☐Seller.
(7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only):
☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey ☐ will ☐ will not be recertified to a date subsequent to the Effective Date of this contract at the expense of ☐ Buyer ☐ Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of ☐ Buyer ☐ Seller no later than 3 days prior to Closing Date.
☑ (2) Within 60 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
☐ (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: Buyer's full and unrestricted use of the Property. The remainder of this paragraph D is modifed in part by the attached Exhibit 3.
Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

Document	Date	Recording Reference
described in the attached Exhibit 2		

F. SURFACE LEASES: Prior to the execution of the contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: None. All existing non-mineral surface leases (written or oral) shall be terminated, cancelled, or rescinded at or before before Closing.

G. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(6) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(7) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☑ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code,

that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect .
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)
☐ (1) Buyer has received the Notice
☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
☑ (3) The Texas Property Code does not require this Seller to furnish the Notice.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
☑ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

E. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.

F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards that materially and adversely affect the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.

I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ Not Applicable. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: Not Applicable.
Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before See attached Exhibit 3, 20_____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☑ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. Leases:

(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.

(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Special Provisions to this Contract are described in the attached Exhibit 3.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ Not Applicable to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer		**To Seller**	
at:	County Judge, Val Verde County, Texas	**at:**	SE Ranch Holdings, Ltd., c/o David L. Earl
	400 Pecan St., Del Rio, Texas 78840		601 NW Loop 410, Ste. 390, San Antonio, Texas 78216
Phone:	(830) 774-7501	Phone:	(210) 222-1500 or (210) 317-9457
Fax:	(830) 775-9406	Fax:	(210) 222-9100
E-mail:	lowens@valverdecounty.texas.com	E-mail:	dearl@earl-law.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☑ Other (list): See Exhibits 1 through 3 (inclusive).

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $ 1,000.00 (see Exhibit 3) (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 70 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☑ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney Is:	Manual Mendez, Bickerstaff Heath Firm	Seller's Attorney Is:	Michael Repp
Phone:	(512) 472-8021	Phone:	(210) 224-C781
Fax:	(512) 320-5638	Fax:	(210) 224-6958
E-mail:	MMendez@bickerstaff.com	E-mail:	mrepp@duncanlaw.com

EXECUTED the _____ day of See attached Page 8.1 of this contract, 20_____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____ Seller _____

Buyer _____ Seller _____

TREC The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 25-12. This form replaces TREC NO. 25-11.

EXECUTION

The Parties hereby execute this Farm and Ranch Contract on its Effective Date:

SELLER:

SE Ranch Holdings, Ltd., a Texas limited partnership

By: SE Ranch GP, LLC, a Texas limited liability company, General Partner

David L. Earl, Manager and Member
Date: 8/19, 2019

By: 3JLE, Family Limited Partnership, a Texas limited partnership, Member
By: 3JLE GP, L.L.C., a Texas limited liability company, General Partner

David L. Earl, Manager and Member
Date: 8/19, 2019

By: Uriah Holdings, LLC, a Texas limited liability company, Member

Wesley D. (David) Bush, Manager and Member
Date: 8-19, 2019

Edith Bush, Member
Date: 8-19, 2019

David L. Earl, Member
Date: 8-19, 2019

BUYER:

Val Verde County, Texas

BY: Lewis Owens
Lewis Owens, County Judge
Val Verde County, Texas
Date: 8-21, 2019

Initialed for Identification by Buyer _____ and Seller _____

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker Not applicable of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:
By: Not applicable

Listing Broker:
By: Not applicable

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

Not applicable Other Broker License No.	Not applicable Listing or Principal Broker License No.
Not applicable Associate's Name License No.	Not applicable Listing Associate's Name License No.
Associate's Email Address Phone	Listing Associate's Email Address Phone
Not applicable Licensed Supervisor of Associate License No.	Not applicable Licensed Supervisor of Listing Associate License No.
Other Broker's Office Address Phone	Listing Broker's Office Address Phone
City State Zip	City State Zip
represents ☐ Buyer only as Buyer's agent ☐ Seller as Listing Broker's subagent	Not applicable Selling Associate License No.
	Selling Associate's Email Address Phone
	Not applicable Licensed Supervisor of Selling Associate License No.
	Selling Associate's Office Address
	City State Zip
	represents ☐ Seller only ☐ Buyer only ☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☐Seller ☐ Buyer will pay Listing/Principal Broker ☐a cash fee of $ Not applicable or ☐ N/A % of the total Sales Price; and (b) ☐Seller ☐ Buyer will pay Other Broker ☐a cash fee of $ N/A or ☐ N/A % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

Seller Buyer

Seller Buyer

Do not sign if there is a separate written agreement for payment of Brokers' fees.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker _____ Date

EARNEST MONEY RECEIPT

Receipt of $ 5000.00 Earnest Money in the form of Check No. 85564
is acknowledged.

Del Rio Title Company (Escrow Agent) Pat Ellis (Received by) pat@delriotitle.net (Email Address) 8-22-19 9:40 AM (Date/Time)

300 E. Losoya (Address) 830-778-1837 (Phone)

Del Rio, Tx 78840 (City, State, Zip) 830-778-1957 (Fax)

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Del Rio Title Company (Escrow Agent) Pat Ellis (Received by) pat@delriotitle.net (Email Address) 8-22-19 (Date)

300 E. Losoya (Address) 830-778-1837 (Phone)

Del Rio Tx 78840 (City, State, Zip) 830-778-1957 (Fax)

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $ 1000.00 additional Earnest Money in the form of Check No. 85565
is acknowledged.

Del Rio Title Company (Escrow Agent) Pat Ellis (Received by) pat@delriotitle.net (Email Address) 8-22-19 9:40 AM (Date/Time)

300 E. Losoya (Address) 830-778-1837 (Phone)

Del Rio Tx 78840 (City, State, Zip) 830-778-1957 (Fax)

Initialed for Identification by Buyer _____ and Seller _____

EXHIBIT 1:

Legal Description of Real Property

All tracts or parcels of real property and improvements owned by Seller and hereafter described, said tracts being and situated in Val Verde County, Texas and containing approximately 2,948.4954 total acres, more or less, and more particularly described as:

(1) all real property and improvements described in the documents on file with the Val Verde County Appraisal District regarding its tax parcel Property ID Nos. 14407, 14403, 14400, 15859, 17193, 15162, 39921, 14386, 14398, 14393, 14410, and 92428, to which reference is made for all purposes; and

(2) the real property and improvements, containing 2,848.4954 acres, more or less, described in that certain Real Estate Deed of Trust, dated October 14, 2018 (with an effective date being recited therein as October 9, 2018), by SE Ranch Holdings, Ltd. to Mark A. Miller, Trustee for lender Texas Farm Credit Services, FLCA, filed and recorded October 22, 2018 in the Official Public Records of the County Clerk of Val Verde County, Texas, pursuant to Instrument No. 00310441 therein, to which reference is made for all purposes; and

(3) the 2.076 acre tract or parcel of land, located in Val Verde County, Texas, a part of the I. & G.N.R.R.CO. Survey, Blocks 2-3 (Abstracts 1207, 1019) therein, said tract located south of and adjacent to the south right of way boundary of U.S. Highway 90, and north of and adjacent to the north right of way boundary of the Union Pacific R.R., as described in the public records of the County Clerk of Val Verde County, Texas, to which reference is made for all purposes.

Initialed for Identification by Buyer _____ and Seller _____

EXHIBIT 2:

Exception Documents

None – No Exception Documents were submitted by Seller regarding this Contract.

Initialed for Identification by Buyer _____ and Seller _____

EXHIBIT 3:

Special Provisions

Notwithstanding anything to the contrary stated in this Contract, the Parties agree as follows:

1. **Preliminary Issues.**

(a) **Conflict.** Should a conflict exist between any provision in this Exhibit 3 and any other provision in this Contract, the Exhibit 3 provision shall control and be fully operative.

(b) **Definitions.** The following terms shall have the following meanings in this Contract unless otherwise designated:

(i) **"Agreement" or "Contract"** shall mean this Farm and Ranch Contract complete with all attached documents.

(ii) **"Buyer" or "County"** shall mean Val Verde County, Texas, by and through its governing body, the Commissioners Court of Val Verde County, Texas (**"Commissioners Court"**).

(iii) **"Effective Date"** shall mean the date the last signing Party executes this Contract.

(iv) **"Non-Realty Items"** shall mean all permits, certificates, licenses, or other governmental authorizations for the operation or use of the Subject Tract for water, wastewater, or sewer activities or service, and all of the holder's rights and interests owned or held pursuant to such permits, certificates, licenses, or authorizations, including the: (1) pumping, discharge, or treatment of water, wastewater, sewage, and wastes from the Subject Tract or a facility located thereon; (2) provision of water service, sewer service, or wastewater service from the Subject Tract or any facility located thereon; (3) Certificate of Convenience and Necessity No. 13179 issued to Val Verde Utility Company, LLC (or other current holder) by the Texas Commission on Environmental Quality, dated March 23, 2010 and any amendment, supplement, or revision thereto, authorizing the certificate holder to provide water utility service from the Subject Tract or a facility located thereon; (4) Certificate of Convenience and Necessity No. 21047, issued to Val Verde Utility Company, LLC (or other current holder) by the Texas Commission on Environmental Quality, dated March 23, 2010 and any amendment, supplement, or revision thereto, authorizing the certificate holder to provide sewer utility service

from the Subject Tract or a facility located thereon; and (5) Permit No. No. WQ001477001 issued to Val Verde Utility Company, LLC (or other current holder) by the Texas Commission on Environmental Quality, dated July 19, 2019 and any amendment, supplement, or revision thereto, authorizing the permit holder to treat and discharge wastes from the Subject Tract or a facility located thereon; and (5) all public water drinking permits, certificates, or approvals issued by a governmental entity or authority to Val Verde Utility Company, LLC (or other current holder) regarding or relating to the Subject Tract.

(v) **"Non-Realty Items Disposition Contract"** shall mean the contract for the disposition of said Items, as described in Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

(vi) **"Parties"** shall mean Seller and Buyer, the signing parties to this Contract, including their elected officials, appointed officials, officers, directors, partners, members, managers, employees, representatives, agents, successors, and permitted assigns.

(vii) **"Property"** shall mean: (1) the real property and related real property items and rights described in Paragraph 2 of the main body of this Contract and owned by Seller -- including approximately 2,948.4954 acres of land, more or less, located in Val Verde County, Texas and described in the attached Exhibit 1 (**"Subject Tract"**), together with all and singular the rights and appurtenances pertaining thereto; (2) all dirt, soil, caliche, gravel, rocks, trees, grass, brush, plants, timber, lumber, or other vegetation or materials located on, in, or under the Subject Tract; (3) any right, title and interest owned or held by Seller in and to strips or gores of land adjoining the Subject Tract and abutting properties; (4) all rights of ingress/egress or access easements to the Subject Tract owned or held by Seller; (5) all improvements located on the Subject Tract, including but not limited to buildings, structures, fixtures, and other improvements of every kind and character in, on, under, above, or about said tract; (6) all minerals or mineral estates of any kind or character owned or held by Seller regarding or relating to the Subject Tract, including oil, gas, coal, lignite, other hydrocarbons, and all other mineral types, along with the corresponding executive or leasing rights pertaining thereto; (7) all of Seller's interest owned or held in and to any mineral leases regarding or related to the Subject Tract, including oil, gas, coal, lignite, other hydrocarbons, and all other mineral types, along with the corresponding executive or leasing rights pertaining thereto; and

(8) all water and water rights owned or held by Seller regarding or related to the Subject Tract.

(viii) **"Seller"** shall mean SE Ranch Holdings, Ltd., a Texas limited partnership, including its officers, directors, partners, members, managers, employees, representatives, agents, successors, and permitted assigns, and including: (1) any person or business entity which owns or holds a controlling or majority business interest in Seller; and (2) any business entity in which Seller owns or holds a controlling or majority business interest.

2. **Interpretation.** Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this Contract. All statements made in the preliminary recitals of this Contract, and all documents attached to this Contract, are incorporated by reference.

3. **Purchase and Sale**.

(a) Pursuant to the terms of this Contract, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, full, complete, and indefeasible fee simple title to the Property, together with all and singular the rights and appurtenances pertaining thereto.

(b) The Non-Realty Items, at Buyer's sole discretion, shall through post-closing procedures be (i) transferred, assigned, and conveyed to Buyer, or (ii) cancelled, rescinded, or terminated, pursuant to the provisions of Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3. For avoidance of doubt, the Parties expressly agree and acknowledge that Buyer, using its sole discretion and judgment, shall decide whether the form of Non-Realty Item disposition herein described shall be (i) transferred, assigned, and conveyed to Buyer, or (ii) cancelled, rescinded, or terminated, through post-closing proceedings.

4. **Sales Price.** The consideration (**"Sales Price"**) for the sale and conveyance of the Property pursuant to this Contract shall be a total of $5,601,760.00, payable in cash at Closing but subject to the terms and provisions of this Contract. The Non-Realty Items herein described, at Buyer's sole discretion, shall through post-closing procedures be (a) transferred, assigned, and conveyed to Buyer, or (b) cancelled, rescinded, or terminated, pursuant to the provisions of Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

5. **Contingent Sale Matters.** This Contract and the Closing of this transaction are expressly subject to, and conditioned and contingent upon, the following matters:

(a) **Contingent Public Debt Financing Requirements.** This Contract and the Closing of this transaction are subject to, and conditioned

and contingent upon, the successful authorization, issuance, approval (by the Commissioners Court and the Texas Attorney General), and sale of, and delivery to Buyer of the proceeds from, the following contingent public debt financing: Buyer's Certificates of Obligation **("Certificates")** in accordance with the requirements of the Certificate of Obligation Act of 1971, as amended, Sections 271.041 through 271.064 (inclusive) of the Texas Local Government Code, and other relevant authority, in an amount sufficient to pay the Sales Price. For avoidance of doubt, the Parties understand and agree that the Closing may be delayed for a substantial amount of time if an election is required prior to authorization of Buyer's Certificates pursuant to Section 271.049 of the Texas Local Government Code and other relevant authority. Should the contingent public debt financing authorization, issuance, approval, sale, and proceeds delivery not occur regarding Buyer's Certificates of Obligation, as herein required, the Parties agree that Buyer, in Buyer's sole discretion and judgment, may terminate this Contract on or before the Closing Date with written notice delivered to Seller, with the Earnest Money refunded to Buyer, and that such termination shall not constitute a default of this Contract by Buyer.

(b) **Contingent Non-Realty Items Disposition Contract Requirements.** This Contract and the Closing of this transaction are subject to, and conditioned and contingent upon, the execution and delivery to Buyer of a certain contract for the disposition of the Non-Realty Items **("Non-Realty Items Disposition Contract")**, said contract to be delivered on or before the Closing Date and executed by and between Buyer and Val Verde Utility Company, LLC (or other current owner or holder of the Non-Realty Items) for the post-closing disposition of said Items in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3. Should the contingent Non-Realty Items Disposition Contract not be executed and delivered, as herein required, the Parties agree that Buyer, in Buyer's sole discretion and judgment, may terminate this Contract on or before the Closing Date with written notice delivered to Seller, with the Earnest Money refunded to Buyer, and that such termination shall not constitute a default of this Contract by Buyer.

6. **Buyer's Closing Costs.** Buyer's closing costs for this transaction shall be as follows, all of which must be satisfied in full at Closing: (a) land survey costs for the preparation of a new survey of the Property by a qualified land surveyor of Buyer's choosing, if desired by Buyer or required by the Title Company; (b) the title insurance premium charged by the Title Company for issuance to Buyer of an owner's policy of title insurance for the Property; (c) appraisal costs for an appraisal of the Property by a qualified land appraiser of Buyer's choosing, if desired by Buyer or required by the Title Company; (d) site, building, environmental, or other inspection fees by a qualified inspector of Buyer's choosing, if desired by Buyer or required by the Title Company; (e) one-half of the escrow fee charged by the Title Company; (f) any other costs described in the main body of this Contract to be paid by Buyer -- with the exception of the costs

associated with the curing of Buyer's timely objections, unless Buyer waives the objections or elects to cure the objections; (g) attorney's fees incurred by Buyer regarding this transaction and the disposition of the Non-Realty Items in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3; (h) post-closing costs (with the exception of Seller's incurred attorney's fees) associated with the disposition of the Non-Realty Items in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3; and (i) any other cost the Parties, by subsequent written agreement, agree shall be paid by Buyer.

7. **Seller's Closing Costs.** Seller's closing costs for this transaction shall be as follows, all of which must be satisfied in full at Closing: (a) one-half of the escrow fee charged by the Title Company; (b) any other costs described in the main body of this Contract to be paid by Seller -- including the costs associated with Seller's curing of Buyer's timely objections, unless Buyer waives the objections or Buyer elects to cure the objection -- but excluding the cost of the title premium charged by the Title Company for the issuance to Buyer of the owner's policy of title insurance; (c) attorney's fees incurred by Seller regarding this transaction and the disposition of the Non-Realty Items in compliance with Paragraph 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3; and (d) any other cost the Parties, by subsequent written agreement, agree shall be paid by Seller.

8. **Seller's Representations, Obligations, Warranties, and Covenants.** Seller makes the following representations, obligations, and warranties to Buyer in addition to those matters described in the main body of this Contract, and further, covenants with Seller regarding all such matters. Seller's liability for default of any of such matters shall survive Closing. Seller represents to Buyer that each of these matters is true and correct as of the Effective Date, and will be true and correct on the Closing Date:

(a) **Fee Simple Title.** Seller owns full, complete, and indefeasible fee simple title to the Property.

(b) **Authority to Perform.** Seller has, without notice to or consent or joinder of any other person or entity, the full right, power and authority to enter into and perform this Contract, including full right, power and authority to sell and convey the Property to Buyer. This Contract constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Further, Seller's execution, delivery and performance of this Contract (i) are within Seller's power and authority and have been duly authorized and (ii) will not conflict with, or with or without notice or the passage of time, or both, result in a breach of any of the terms and provisions of or constitute a default under any Legal Requirement (hereafter defined), indenture, mortgage, loan agreement or instrument to which Seller is a party or by which Seller or the Property is bound.

(c) **Adverse Possession.** Unless disclosed to the contrary by Seller in this Contract, there are no adverse or other parties in possession of the

Property, and no person or entity has been granted any license, lease or other right relating to the use, management or possession of the Property or any part thereof.

(d) **Governmental Authority Regulations.** Unless disclosed to the contrary by Seller in this Contract, there is no condition existing with respect to the Property which violates any law, rule, regulation, ordinance, code, order, decree or ruling of any Governmental Authority (hereafter defined) having jurisdiction over the Property, including, but not limited to, any restrictions or restrictive covenants relating to use of the Property **(collectively "Legal Requirements")** other than the matters described, if any, in the Commitment issued by the Title Company regarding this transaction as herein described. Seller has not received written notice from any Governmental Authority requiring the correction of any conditions with respect to the Property or any part thereof, by reason of a violation of any Legal Requirement. Seller has not received written notice of any pending or contemplated condemnation with respect to the Property or any part thereof. As used herein, **"Governmental Authority"** shall mean (i) the United States of America and its administrative agencies, (ii) the State of Texas and its administrative agencies, (iii) Val Verde County, Texas, (iv) any incorporated municipality located in Val Verde County, Texas, including the City of Del Rio, Texas, (v) any school district or institution of higher learning located in Val Verde County, Texas, (vi) any special district located in Val Verde County, Texas, including a groundwater conservation district, river authority, or municipal utility district, and (vii) including any agency, sub-agency, department, commission, board, bureau, governing body, committee, officer, employee, or instrumentality of any of the aforesaid governmental entities.

(e) **Access to Property.** Unless disclosed to the contrary by Seller in this Contract, no fact or condition exists which would result in the termination or impairment of current access from the Property to any presently existing public highways and roads adjoining or abutting the Property.

(f) **Adverse Claims.** Unless disclosed to the contrary by Seller in this Contract, there is no pending or threatened judicial or administrative proceeding of any nature or any special assessment upon or affecting the Property or any part thereof, any of which might or would materially and adversely affect the (i) title to the Property or any part thereof, (ii) Seller's ability to perform any of Contract obligations, (iii) use of the Property by Buyer, or (iv) the condition of the Property. Further, unless disclosed by Seller in this Contract, Seller has not granted any other person the right to acquire the Property, or any interest therein, and has not granted any easements, leases, liens, or other encumbrances on the Property except as

shown in Schedule B or C of the Commitment issued by the Title Company.

(g) **Adverse Agreements.** Unless disclosed to the contrary by Seller in the Contract, there are no written or oral contracts or other agreements with respect to the Property that cannot be cancelled by Buyer without liability on or after the Closing. Further, Seller will not show the Property or receive, negotiate, or accept any back-up offers for the sale of the Property during the pendency of this Contract.

(h) **Governmental Authority Commitments.** Unless disclosed to the contrary by Seller in this Contract, no commitments have been made to any Governmental Authority, utility company, school board, church or other religious body, or any homeowners' association, or any other organization, group or individual, relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property as a condition to the development or use of the Property. Other than pursuant to existing order, ordinances, or regulations of buyer, if any, no Governmental Authority has imposed any special requirement that any owner or developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property.

(i) **Public Improvement Taxes/Assessments.** Unless disclosed to the contrary by Seller in this Contract, there are no taxes, levies or assessments presently due with respect to any public improvements (including, without limitation, for rights of way or utilities) being constructed on or adjacent to the Property.

(j) **Prescriptive Rights or Easement.** Unless disclosed to the contrary by Seller in this Contract, no prescriptive rights have been acquired in, or have commenced to run against the Property or any part thereof, and no easements or claims of easements exist on or against the Property or any part thereof which are not reflected on the survey or in the matters described on Schedules B and/or C of the Commitment issued by the Title Company.

(k) **Hazardous Substances and Environmental Laws.** Unless disclosed to the contrary by Seller in this Contract, Seller has no knowledge of, and has not received written notice of, any violation with respect to the presence of any Hazardous Substances, as herein defined, at or on the Property. As used herein, **"Hazardous Substances"** shall mean: (i) any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances (including asbestos, lead, or chromium), toxic wastes or substances, or any other materials or pollutants which (1) pose a hazard

Initialed for Identification by Buyer _____ and Seller _____

to the Property or to persons on or about the Property, or (2) cause the Property to be in violation of any Environmental Law (hereafter defined); and (ii) any chemical, material or substance defined as or included in the definitions of **"hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "toxic substances"** or words of similar import under any applicable Environmental Law. **"Environmental Law"** shall mean any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, any Hazardous Substances (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to environmental conditions in, on, under or about the Property, including, without limitation, soil, asbestos, and groundwater conditions.

(l) **Change in Property Condition**. During the pendency of this Contract, Seller will not: (i) enter into any contract or instrument that will affect title to the Property or create an obligation affecting Buyer or the Property subsequent to the Closing; (ii) alter the zoning affecting the Property, if any; or (iii) alter or amend any preliminary or final plat covering any portion of the Property.

(m) **Additional Representations.** Additional representations, warranties, obligations, and covenants of Seller appear in the main body of this Contract and are incorporated by reference.

8. **Buyer's Representations, Obligations, Warranties, and Covenants.** Buyer makes the following representations, obligations, and warranties to Seller, and covenants with Seller regarding these matters. Buyer's liability for default of any of these matters shall survive Closing. Buyer represents to Seller that each of these matters is true and correct as of the Effective Date, and will be true and correct on the Closing Date:

(a) **Authority to Perform.** Buyer is a duly organized and operating county and political subdivision of the State of Texas, with authority to perform its obligations under this Contract by and through the authority of its governing body, the Commissioners Court.

(b) **Contract Execution.** This Contract is binding on Buyer, but is subject to the protections afforded Buyer under the doctrine of governmental immunity. This Contract, as well as and all documents required by this Contract to be executed and delivered to Seller at Closing, will be duly authorized, executed, and delivered by Buyer or under its direction as herein required.

(c) **Additional Representations.** Additional representations, warranties, obligations, and covenants of Buyer appear in the main body of this Contract and are incorporated by reference.

Initialed for Identification by Buyer _____ and Seller _____

9. Feasibility Period and Other Issues. Seller agrees that during the period ("**Feasibility Period**") commencing on the Effective Date and continuing until the date of Closing, Buyer, at its sole cost and risk, shall have the right to go on the Property or any part thereof, to inspect the Property and to make all such other inspections, surveys, tests, or other studies (including but not limited to suitability, environmental, threatened or endangered species, and wetlands studies and testing) as Buyer deems necessary or desirable to determine if the Property is suitable for Buyer's use and development.

10. BUYER'S REPAIR OBLIGATION. **BUYER WILL REPAIR ANY DAMAGES RESULTING TO THE PROPERTY CAUSED BY THE NEGLIENT ACTS OF BUYER, OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR PERSONS WITH WHOM IT CONTRACTS TO PERFORM THE AFORESAID TESTS, SURVEYS, INSPECTIONS AND STUDIES, OR REIMBURSE SELLER FOR ALL REASONABLE EXPENSES INCURRED BY SELLER IN REPAIRING SUCH DAMAGES IF BUYER DOES NOT PROMPTLY REPAIR SUCH DAMAGES, AFTER WRITTEN NOTICE OF SUCH DAMAGES HAS BEEN DELIVERED BY SELLER TO BUYER. THIS AGREEMENT OF REPAIR AND REIMBURSEMENT SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AS TO EVENTS OCCURRING PRIOR TO SUCH TERMINATION.** Nothing in this Contract, however, is intended to obligate Buyer to remediate or clean-up any environmental or other condition existing at the Property or discovered or uncovered by Buyer (or its agents) during its investigation of the Property. In the course of its inspections and investigations, Buyer may make inquiries to third-parties including, without limitation, lenders, contractors, and municipal, local, and other government officials and representatives, and Seller consents to such inquiries. It is acknowledged and agreed by Seller that no examination by Buyer, its agents, employees, or representatives, of the Property shall constitute a waiver or relinquishment on the part of Buyer of its right to rely on the representations, warranties and covenants made by Seller in this Contract. Buyer shall have no liability for any reduction in value to the Property that results from the discovery of matters or circumstances through Buyer's studies, tests or inspections.

11. Property Maintenance/Operation. In addition to Seller's obligations described in the main body of this Contract, and until Closing, Seller will: (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer, or dispose of any of the Property except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Feasibility Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Feasibility Period. If Seller's notice is given within 5 days before the end of the Feasibility Period, that period will be extended for 5

Initialed for Identification by Buyer MM and Seller EB ES

days. After the end of the Feasibility Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

12. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental entity, or by a private entity, with eminent domain authority. Buyer may terminate this Contract if the condemnation, in Buyer's sole judgment and discretion, would materially affect Buyer's intended use of the Property by giving notice to Seller within 15 days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than 15 days before Closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Sales Price will be made.

13. **Claims and Hearings.** Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that affects or involves the Property.

14. **Seller Cooperation.**

(a) **Non-Realty Items.** Seller will before and after the Closing: (i) cooperate with and assist Buyer regarding the timely procurement, execution, and delivery of the Non-Realty Items Disposition Contract; and (ii) disposition of the Non-Realty Items, as described in Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

(b) **Inspections.** Seller will cooperate with Buyer before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

15. **Procedure for Closing.**

(a) **Survey.** Paragraph 6(C)(2) of the main body of this Contract is partially revised as follows: (i) the Survey described in said Paragraph 6(C)(2) shall be completed at Buyer's expense and delivered by Buyer to Seller and the Title Company within 60 days of the Effective Date; and (ii) should conditions exist which prevent the timely delivery of the Survey to Buyer, an extension of this Contract upon a Party's reasonable request shall not unreasonably be denied by the other Party. The remainder of said Paragraph 6(C)(2) of this Contract is not revised and is incorporated by reference.

(b) **Title Commitment.** Paragraph 6(B) of the main body of this

Contract is partially revised as follows: (i) the commitment for title insurance ("Commitment") issued by the Title Company, and, at Buyer's expense, legible copies of restrictive covenants and other documents evidencing the exceptions in the Commitment ("Exception Documents," but excluding the standard printed exceptions therein), shall be furnished by Seller and Title Company to Buyer on or before 4 days from the delivery of the Survey described above; and (ii) should conditions exist which prevent the timely delivery of the Commitment or Exception Documents to Buyer, an extension of this Contract upon a Party's reasonable request shall not unreasonably be denied by the other Party. The reminder of said Paragraph 6(B) is not revised and is incorporated by reference.

(c) **Objections**. Paragraph 6(D) of the main body of this Contract is partially revised as follows: (i) on or before 10 days from the delivery to Buyer of the Survey, Commitment, and Exception Documents as described above, Buyer may timely object in writing (i.e., submit "Objections") to Seller (with a copy of the objections delivered to the Title Company) to all defects, exceptions, covenants, declarations, encumbrances, or other documents or issues authorized for objection in said Paragraph 6(D); (ii) should conditions exist which prevent the timely delivery of Buyer Objections, an extension of this Contract upon a Party's reasonable request shall not unreasonably be denied by the other Party. The remainder of said Paragraph 6(D) is not revised and is incorporated by reference.

(d) **Closing Date**. Paragraph 9 of the main body of this Contract is partially revised as follows: (i) the closing of this transaction ("Closing") shall occur as follows (unless sooner terminated in accordance with this Contract, and being subject to all contingent sale matter requirements described in this Contract) – (1) should no Buyer Objections timely be submitted as described above, the Closing shall occur on or before 6 days from the end of the 10 day period in which Buyer Objections must be timely submitted, or (2) should Buyer Objections timely be submitted as described above, the Closing shall occur on or before 6 days from the end of the 15 day Cure Period described in Paragraph 6(D) of the main body of this Contract; (ii) all existing non-mineral surface leases (written or oral) shall be terminated, cancelled, or rescinded at or before Closing; and (iii) should conditions exist which prevent the timely Closing as herein described, an extension of this Contract upon a Party's reasonable request shall not unreasonably be denied by the other Party. The remainder of said Paragraph 9 is not revised and is incorporated by reference.

(e) **Closing Location**. The Closing shall occur at the title company office, or at another location in Val Verde County, Texas which is mutually agreed upon by the Parties.

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(f) **Conditions Precedent.** Neither Party will be obligated to close the sale and purchase of the Property unless the following conditions precedent have been satisfied, and any of these conditions may be waived by a Party in its discretion -- except item (iv) as hereafter described: (i) the representations and warranties of the other Party must be true and correct at Closing; (ii) the other Party must have performed all covenants, obligations, and agreements required to be performed at or before Closing by the terms and provisions of this Contract; (iii) no voluntary or involuntary proceeding in bankruptcy shall be pending with respect to the other Party; and (iv) all contingent sale matter requirements must have occurred in compliance with the requirements of Paragraph 5 in this Exhibit 3.

(g) **Payment of Sales Price.** Buyer will deliver the Sales Price in good funds acceptable to the Title Company and other amounts that Buyer is obligated to pay under this Contract to said company. The amount of the Independent Consideration will be applied at Closing to the Sales Price.

(h) **Disbursement of Funds, Recording, and Copies.** The Title Company will be instructed to disburse the Sales Price and other funds in accordance with this Contract, record the deed and the other closing documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.

(i) **Possession.** Seller will deliver possession of the Property to Buyer, and convey title to the said property to Buyer through execution and filing of a General Warranty Deed. The disposition of the Non-Realty Items shall occur in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

(j) **Closing Costs.** The Parties shall deliver their respective closing costs, as described in this Contract, to the Title Company in good funds acceptable to said company.

(k) **Post-Closing Adjustments.** If errors in proration made at Closing are identified within 90 days after Closing, the Parties will make post-closing adjustments to correct the errors within 15 days after receipt of notice of the errors, if any.

(l) **Issuance of Title Policy.** Seller will cause the Title Company to issue the owner's policy of title insurance to Buyer as soon as practicable after Closing.

(m) **BROKER COMMISSION. TO THE EXTENT AUTHORIZED BY TEXAS LAW, EACH PARTY (AS AN INDEMNITOR PARTY) AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY (AS AN INDEMNITEE**

Initialed for Identification by Buyer _____ and Seller _____

PARTY) FROM ANY LOSS, ATTORNEY'S FEES, AND COURT AND OTHER COSTS ARISING FROM A CLAIM BY ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE INDEMNITOR PARTY FOR A BROKER'S FEE, OR FINDER'S FEE, OR COMMISSION BECAUSE OF THIS TRANSACTION OR CONTRACT, WHETHER OR NOT THE CLAIMANT IS DISCLOSED TO THE INDEMNITEE PARTY. AT CLOSING, EACH PARTY WILL PROVIDE THE OTHER PARTY WITH A RELEASE OF BROKER'S OR APPRAISER'S LIENS FROM ALL BROKERS FOR WHICH EACH PARTY WAS RESPONSIBLE, IF ANY.

16. **Additional Conditions Precedent**. The following additional conditions precedent to Buyer's obligation to close this transaction are agreed by the Parties:

(a) **Title**. Seller shall deliver and convey to Buyer insurable, full, and indefeasible fee simple title to the Property through the instruments described in this Contract, subject only to the following: (i) the form, scope, reservations, and exceptions described in this Contract; (ii) those matters shown on Schedule B of the Commitment issued by the Title Company; (iii) any matters shown on Schedule C of the Commitment issued by said company that Buyer expressly agrees to accept as exceptions to coverage under the owner's policy of title insurance to be issued by said company to Buyer regarding this transaction; and (iv) any requirements required for the transfer of the personal property items made the subject in part of this Contract, and as required by a governmental authority authorized to approve the transfer of said items to Buyer, and the disposition of the Non-Realty Items shall occur in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

(b) **Document Delivery**. Seller shall have executed and delivered to Buyer at Closing each of the following: (i) the General Warranty Deed as herein described; (ii) a Seller's affidavit acceptable to the Title Company for issuance to Buyer of an owner's policy of title insurance; and (iii) such other documents as the Title Company or this Contract may require to consummate this transaction. The Non-Realty Items Disposition Contract shall be executed and delivered to Buyer on or before the Closing Date, with a copy thereof provided to Seller and the Title Company.

(c) **Seller Performance of Obligations**. Seller shall have performed all of its obligations described in this Contract.

(d) **Representations and Warranties**. All of Seller's covenants, warranties, representations, agreements, and obligations described in this Contract shall continue to be true and correct on the Closing Date.

Initialed for Identification by Buyer _____ and Seller _____

(e) **Environmental Condition**. There shall be no material change in the environmental condition of the Property between the Date the Seller acquired the Property and the Closing Date.

(f) **Litigation**. On the Closing, there shall be no litigation pending or threatened, seeking to: (i) enjoin the consummation of the sale and purchase hereunder; (ii) recover title to or possession the Property, or any part thereof or any interest therein; (iii) increase substantially ad valorem taxes theretofore or thereafter assessed against the Property; or (iv) enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property.

17. **Buyer's Waiver or Termination Options.**

(a) Buyer may waive any or all of the conditions precedent to Closing described in this Contract, with the exception of the contingent sale matter requirements described in Paragraph 5 of this Exhibit 3.

(b) With respect to those conditions precedent which require Seller's cooperation or subsequent action, Seller shall undertake such cooperation or action in good faith. If, notwithstanding Seller's commercially reasonably diligent effort to do so, all of the foregoing conditions precedent are not satisfied on or before the Closing Date, and Buyer is not in default under this Contract, Buyer shall have the right and option to: (i) waive any such unsatisfied condition precedent, with the exception of the contingent sale matter requirements described in Paragraph 5 in this Exhibit 3, and proceed to close this transaction and Contract in accordance with its terms, without any adjustment to the Sales Price; or (ii) terminate this Contract on or before the Closing Date, with written notice delivered to Seller, with the Earnest Money returned to Buyer, and such termination not constituting a default of this Contract by Buyer.

(c) Should all contingent sale matters and requirements not occur in compliance with Paragraph 5 of this Exhibit 3, the Parties agree that Buyer, in Buyer's sole discretion and judgment, may terminate this Contract on or before the Closing Date, with written notice delivered to Seller, and: (i) such termination shall not constitute a default of this Contract by Buyer; and (ii) all Buyer's Earnest Money shall be returned to Buyer.

(d) If Buyer is not in default of this Contract and elects to terminate this Contract, then all rights and obligations of the Parties to each other under this Contract shall end, except for any provision of this Contract or matter which survives termination.

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18. Conveyance. The General Warranty Deed required for the conveyance of the Property shall be in the form contained in the current State Bar of Texas Real Estate Forms Manual, modified as necessary to reflect the terms of this transaction. The Property made the subject of and described in this Contract will be conveyed subject only to the following: (a) the form, scope, reservations, and exceptions of said deed described in this Contract; (b) those matters shown on Schedule B of the Commitment issued by the Title Company; and (c) any matters shown on Schedule C of the Commitment issued by said company that Buyer expressly agrees to accept as exceptions to coverage under the owner's policy of title insurance to be issued by said company to Buyer regarding this transaction.

19. Administrative Provisions.

(a) Construction and Interpretation. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. If any provision of this Contract is or may be held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall survive and continue in full force and effect without being impaired or invalidated in any way. The rule of construction that ambiguities in a document are construed against the party who drafted it shall not apply in interpreting this Contract.

(b) Amendment and Waiver. This Contract may not be modified, revised, or amended, except by a subsequent agreement in writing signed by Seller and Buyer. Default is not waived if the non-defaulting Party fails to declare a default immediately or delays taking any action with respect to the default.

(c) Power to Execute. Each entity or person executing this Contract warrants and represents that he is fully authorized to do so.

(d) Assignment. This Contract may not be assigned without the prior written consent of all Parties. No permitted assignment of this Contract shall relieve the assignor of its duties and obligations under this Contract prior to such assignment.

(e) Binding Terms. This Contract shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors and permitted assigns, subject to the protections afforded Buyer under the doctrine of governmental immunity.

(f) Entire Agreement. This Contract (including all attached Exhibits) constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No agreement, covenant, warranty, representation, obligation, or condition which is not expressed herein shall be binding upon the Parties or shall affect or be

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effective to interpret, change or restrict the provisions of this Contract. The representations, warranties, representations, obligations, and covenants of the Parties in this Contract, including a default or breach of a Party regarding this Contract, shall survive Closing.

(g) **Acknowledgement of Cancellation.** Upon a termination or cancellation of this Contract, both Parties covenant and agree to execute such documents as either Party may reasonably request to evidence such termination.

(h) **Time.** Time is of the essence. Unless otherwise specified, all references in this Contract to **"days"** shall mean calendar days. Business days, if used in this Contract, shall exclude Saturdays, Sundays, and legal public holidays as then recognized and observed by the Buyer. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday as then observed by Buyer, the date for performance will be the next following regular business day.

(i) **Attorney's Fees, Interest, and Costs.** In the event litigation is filed regarding this Contract, including a claim alleging a default by a Party regarding any obligation herein required, the prevailing Party shall be entitled to recover its attorney's fees, costs, accrued or assessed interest (including pre-judgment and post-judgment interest), and all expenses incurred in the litigation as allowed by law.

(j) **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Correct copies of signatures to this Contract are effective as original signatures.

(k) **Independent Consideration.** The provisions of the Termination Option described in Paragraph 23 of the main body of this Contract, and the additional $1,000.00 additional earnest money described in Paragraph 5 of the main body of this Contract, are incorporated by reference. For avoidance of doubt, the Parties agree that the: (i) $1,000.00 additional earnest money described in said Paragraph 5 constitutes the $1,000.00 Option Fee described in said Paragraph 23; (ii) $1,000.00 Option Fee shall timely be delivered by Buyer to the Title Company within the 3 day period described in said Paragraphs 5 and 23; and (iii) $1,000.00 Option Fee constitutes independent consideration.

(l) **Place for Performance, Venue, and Mediation.** This Contract shall be performed in Val Verde County, Texas. The Parties have a duty to mitigate damages. Venue for any suit regarding or related to this Contract shall be in a court of competent jurisdiction in Val Verde County, Texas, or in the appropriate federal court designated for said county in the

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court system of the United States District Court for the Western District of Texas. No suit shall be filed by a Party regarding or related to this Contract unless the Parties first submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code; however, a Party may file an authorized suit solely for injunction or mandamus relief regarding or related to this Contract without first submitting that dispute to mediation. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, travel expenses, and all other expenses. The mediation shall occur in Val Verde County, Texas and the mediator shall be selected by the Parties' mutual agreement. However, should the Parties fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the required mediation: Center for Public Policy Dispute Resolution, School of Law, University of Texas at Austin, 727 East Dean Keeton Street, Austin, Texas 78705.

(m) **Survival.** The provisions of this Contract that expressly survive termination or Closing, and other obligations of this Contract that cannot be performed before termination of this Contract or before Closing, survive termination of this Contract and Closing, and further the: (i) legal doctrine of merger does not apply to said matters; and (ii) representations made by the Parties pursuant to this Contract as of Closing shall survive Closing.

(n) **No Third-Party Beneficiaries or Special Relationships.** There are no third-party beneficiaries of this Contract. The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

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Val Verde County
General Fund
901 Bedell Ave, Suite A
Del Rio, TX 78840

The Bank & Trust

85564

CHECK DATE	PAY THIS AMOUNT
08/21/2019	$5,000.00

PAY ---Five Thousand Dollars and 00/100 Cents---

TO THE ORDER OF
Del Rio Title Company
300 E. Losoya Street
Del Rio, TX 78840-

⑈85564⑈ ⑆114901370⑆ ⑈3929396⑈

Val Verde County
General Fund
901 Bedell Ave, Suite A
Del Rio, TX 78840

The Bank & Trust

85565

CHECK DATE	PAY THIS AMOUNT
08/21/2019	$1,000.00

PAY ---One Thousand Dollars and 00/100 Cents---

TO THE ORDER OF
Del Rio Title Company
300 E Losoya Street
Del Rio, TX 78840-

⑈85565⑈ ⑆114901370⑆ ⑈3929396⑈

RECEIPT No. 008288

DATE August 22, 2019

FROM Val Verde County. $5,000.00

Five Thousand DOLLARS

○ FOR RENT
Ø FOR Earnest Money

ACCT.		○ CASH	Del Rio Title Company
PAID	5,000	Ø CHECK	FROM TO
DUE		○ MONEY ORDER	BY Ashley Torres
		○ CREDIT CARD	A-1152 T-4161

RECEIPT No. 008289

August 22, 2019

Val Verde County $1,000

One-Thousand DOLLAR

RENT Additional Earnest Mone

		○ CASH	Del Rio Title Co.
	1000	Ø CHECK	FROM TO
		○ MONEY ORDER	BY Ashley Torres
		○ CREDIT CARD	A-1 T-4

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#9

Expense Approval Report

By Segment (Select Below)

Val Verde County, TX

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 1071 - .					
Time Warner Cable	0067836011820	01/18/2020	HIDTA - Sheriff Internet	2666-1071-33-26220	144.99
				Department 1071 - . Total:	**144.99**
Department: 1074 - .					
Quill Corporation	3930297	01/10/2020	DWI - Supplies	2666-1074-31-26360	50.98
Smartox	15829	01/20/2020	DWI - Supplies Expenses	2666-1074-31-26360	934.00
Sandra Hernandez	32	01/21/2020	DWI - Education Specialist	2666-1074-31-26170	70.00
Mayra C. Quicksall	14-2019	01/29/2020	DWI - Compliance Officer	2666-1074-31-26170	414.00
Luis F Arroyo	14-2019	01/29/2020	DWI - Compliance Officer	2666-1074-31-26170	414.00
Sandra Hernandez	31	01/31/2020	DWI - Education Specialist	2666-1074-31-26170	190.00
				Department 1074 - . Total:	**2,072.98**
Department: 1111 - General Fund					
Dannenbaum Engineering Corp.	478401/23/XVI	10/01/2019	TN 16 - Supplemental Wrk Auth...	1178-1111-34-16006	1,600.00
LexisNexis	3092404939	12/31/2019	Law Lib	1727-1111-31-16000	68.00
GCS Technologies Inc.	CW64532	01/22/2020	TN 16 - IT - Licenses	1178-1111-37-16007	766.00
Del Rio Title Company	01/29/20	01/29/2020	Co Judge - Earnest Money	1810-1111-30-16402	1,000.00
Del Rio Title Company	01/29/20-1	01/29/2020	Co Judge - Feasibility	1810-1111-30-16402	150.00
				Department 1111 - General Fund Total:	**3,584.00**
Department: 1200 - County Judge					
Quill Corporation	7937842-1	10/01/2019	Co Judge - Credit Memo	1111-1200-30-16000	-31.56
DTN, LLC	5668663	12/13/2019	EM - Weather Services	1111-1200-30-16420	1,497.00
Xerox	099109228	01/01/2020	Co Judge - Copier	1111-1200-30-16425	27.83
Quill Corporation	3924155	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	83.69
Quill Corporation	3930266	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	83.69
Quill Corporation	3930266	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	127.79
Quill Corporation	3930266	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	94.15
Quill Corporation	3930266	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	83.69
Quill Corporation	3930267	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	21.04
Quill Corporation	3930267	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	47.48
Quill Corporation	3930267	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	24.44
Quill Corporation	3930267	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	11.23
Quill Corporation	3930267	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	12.74
Quill Corporation	3930267	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	13.99
Quill Corporation	3930267	01/10/2020	Co Judge - Supplies	1111-1200-30-16000	18.69
Val Verde County	484	01/16/2020	Co Judge - Supplies	1111-1200-30-16000	42.30
Middle Rio Grande Workforce ...	01/27/2020	01/27/2020	Co Judge - Industry Cluster Study	1111-1200-30-16000	2,500.00
				Department 1200 - County Judge Total:	**4,658.19**
Department: 1201 - County Clerk					
Val Verde County	458	11/22/2019	Co Clerk - Paper	1111-1201-30-16000	139.88
Pitney Bowes Inc.	3310119959	11/29/2019	Co Clerk - Lease	1111-1201-30-16000	248.52
Xerox	099109223	01/01/2020	Co Clerk - Copier	1111-1201-30-16305	373.48
Fedex	6-892-30358	01/09/2020	Co Clerk - Transport Charge	1111-1201-30-16000	10.96
				Department 1201 - County Clerk Total:	**772.84**
Department: 1203 - Veteran's Office					
Gloria Sanzone	01/24/2020	01/24/2020	Vet - Meals	1111-1203-30-16200	28.00
Adrian Bitela	01/24/2020	01/24/2020	Vet - Meals/Mileage	1111-1203-30-16200	28.00
Adrian Bitela	01/24/2020	01/24/2020	Vet - Meals/Mileage	1111-1203-30-16200	179.40
				Department 1203 - Veteran's Office Total:	**235.40**
Department: 1204 - 63rd District Court					
Quill Corporation	3930212	01/10/2020	63rd - Supplies	1111-1204-31-16000	27.98
Quill Corporation	3930212	01/10/2020	63rd - Supplies	1111-1204-31-16000	22.94
Quill Corporation	3930212	01/10/2020	63rd - Supplies	1111-1204-31-16000	12.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Quill Corporation	3930212	01/10/2020	63rd - Supplies	1111-1204-31-16000	9.99
Office Depot	427517697001	01/11/2020	63rd - Labels	1111-1204-31-16000	8.39
Kyocera America Inc.	5008861234	01/16/2020	63rd - Copier	1111-1204-31-16475	235.42
Purchase Power	01/20/20	01/20/2020	63rd - Postage	1111-1204-31-16000	50.79
US Postmaster	01/31/20	01/31/2020	63rd - PO Drawer Fee	1111-1204-31-16000	330.00
				Department 1204 - 63rd District Court Total:	**698.30**
Department: 1205 - District Clerk					
Val Verde County	437	10/11/2019	Dist Clerk - Paper	1111-1205-31-16000	141.96
Xerox	099109234	01/01/2020	Dist Clerk - Prints	1111-1205-31-16000	71.14
Xerox	099109234	01/01/2020	Dist Clerk - Copier	1111-1205-31-16415	173.89
				Department 1205 - District Clerk Total:	**386.99**
Department: 1206 - JP#1					
Xerox	099109217	01/01/2020	JP 1/4 - Copier	1111-1206-31-16415	10.24
Quill Corporation	3930305	01/10/2020	JP 1 - Supplies	1111-1206-31-16000	6.44
Quill Corporation	3930305	01/10/2020	JP 1 - Supplies	1111-1206-31-16000	21.24
Quill Corporation	3930305	01/10/2020	JP 1 - Supplies	1111-1206-31-16000	4.74
Quill Corporation	3930305	01/10/2020	JP 1 - Supplies	1111-1206-31-16000	2.98
Quill Corporation	3930305	01/10/2020	JP 1 - Supplies	1111-1206-31-16000	23.99
Walmart	02803	01/15/2020	JP 1 - Supplies	1111-1206-31-16000	32.48
Walmart	02803	01/15/2020	JP 1 - Supplies	1111-1206-31-16000	8.96
Walmart	02803	01/15/2020	JP 1 - Supplies	1111-1206-31-16000	10.64
				Department 1206 - JP#1 Total:	**121.71**
Department: 1207 - JP#2					
Xerox	099109231	01/01/2020	JP 2 - Prints	1111-1207-31-16000	0.20
Xerox	099109231	01/01/2020	JP 2 - Copier	1111-1207-31-16415	173.89
Antonio Faz III	01/27/2020	01/27/2020	JP 2 - Meals/Mileage	1111-1207-31-16200	326.60
Antonio Faz III	01/27/2020	01/27/2020	JP 2 - Meals/Mileage	1111-1207-31-16200	92.00
				Department 1207 - JP#2 Total:	**592.69**
Department: 1208 - JP#3					
Quill Corporation	3210352	12/09/2019	JP 3 - Office Supplies	1111-1208-31-16000	5.94
Quill Corporation	3210352	12/09/2019	JP 3 - Office Supplies	1111-1208-31-16000	35.68
Quill Corporation	3210352	12/09/2019	JP 3 - Office Supplies	1111-1208-31-16000	34.84
Quill Corporation	3210352	12/09/2019	JP 3 - Office Supplies	1111-1208-31-16000	33.14
Quill Corporation	3210352	12/09/2019	JP 3 - Office Supplies	1111-1208-31-16000	19.99
Quill Corporation	3210352	12/09/2019	JP 3 - Office Supplies	1111-1208-31-16000	4.99
Quill Corporation	3210352	12/09/2019	JP 3 - Office Supplies	1111-1208-31-16000	40.78
Val Verde County	487	01/17/2020	JP 3 - Toners	1111-1208-31-16000	75.00
Quill Corporation	4131172	01/20/2020	JP 3 - Supplies	1111-1208-31-16000	15.29
Quill Corporation	4183468	01/21/2020	JP 3 - Supplies	1111-1208-31-16000	21.24
Pat Cole	2/14/2020	02/11/2020	JP 3 - Mileage	1111-1208-31-16200	384.10
Pat Cole	2/14/2020	02/11/2020	JP 3 - Meals	1111-1208-31-16200	138.00
Pat Cole	2/19/2020	02/16/2020	JP 3 - Meals/Mileage	1111-1208-31-16200	184.00
				Department 1208 - JP#3 Total:	**992.99**
Department: 1209 - JP#4					
Quill Corporation	3379651	12/16/2019	JP 4 - Supplies	1111-1209-31-16000	99.89
Quill Corporation	3394997	12/16/2019	JP 4 - Supplies	1111-1209-31-16000	246.58
Quill Corporation	3394997	12/16/2019	JP 4 - Supplies	1111-1209-31-16000	90.89
Quill Corporation	3394997	12/16/2019	JP 4 - Supplies	1111-1209-31-16000	112.19
Hilda Lopez	12/31/19	12/31/2019	JP 4 - Mileage	1111-1209-31-16200	77.84
Xerox	099109217	01/01/2020	JP 1/4 - Copier	1111-1209-31-16415	10.24
Skyline Embroidery	6095	01/06/2020	JP 4 - Shirts	1111-1209-31-16000	72.00
Skyline Embroidery	6095	01/06/2020	JP 4 - Shirts	1111-1209-31-16000	176.00
Notary Public Underwritters Ag...	01/14/2020	01/14/2020	JP 4 - Notary Application	1111-1209-31-16000	112.00
Notary Public Underwritters Ag...	01/14/2020-1	01/14/2020	JP 4 - Notary Application	1111-1209-31-16000	112.00
Quill Corporation	4013117	01/14/2020	JP 4 - Supplies	1111-1209-31-16000	11.89
Quill Corporation	4013117	01/14/2020	JP 4 - Supplies	1111-1209-31-16000	13.15
Quill Corporation	4013117	01/14/2020	JP 4 - Supplies	1111-1209-31-16000	28.89
Quill Corporation	4013117	01/14/2020	JP 4 - Supplies	1111-1209-31-16000	9.58
Quill Corporation	4023028	01/15/2020	JP 4 - Supplies	1111-1209-31-16000	40.78

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US Postmaster	01/31/2020	01/31/2020	JP 4 - Postage	1111-1209-31-16000	100.00
Hilda Lopez	2/14/20	02/12/2020	JP 4 - Mileage	1111-1209-31-16200	382.95
Hilda Lopez	2/14/20	02/12/2020	JP 4 - Meals	1111-1209-31-16200	138.00
Hilda Lopez	2/19/2020	02/16/2020	JP 4 - Mileage	1111-1209-31-16200	279.45
Hilda Lopez	2/19/2020	02/16/2020	JP 4 - Meals	1111-1209-31-16200	184.00
				Department 1209 - JP#4 Total:	**2,298.32**
Department: 1210 - County Court at Law					
Xerox	099109236	01/01/2020	CCL - Prints	1111-1210-31-16000	83.74
Xerox	099109236	01/01/2020	CCL - Copier	1111-1210-31-16415	187.14
Thomson Reuter - West	841708540	01/04/2020	CCL - Books	1111-1210-31-16000	356.00
Quill Corporation	3930198	01/10/2020	CCL - Office Supplies	1111-1210-31-16000	18.66
Quill Corporation	3930198	01/10/2020	CCL - Office Supplies	1111-1210-31-16000	1.44
Quill Corporation	4008456	01/14/2020	CCL - Office Supplies	1111-1210-31-16000	31.10
Quill Corporation	4050556	01/15/2020	CCL - Office Supplies	1111-1210-31-16000	3.35
Quill Corporation	4050556	01/15/2020	CCL - Office Supplies	1111-1210-31-16000	3.82
Quill Corporation	4050556	01/15/2020	CCL - Office Supplies	1111-1210-31-16000	31.35
Mayra C. Quicksall	1/30/2020	01/29/2020	CCL - Meals	1732-1210-31-16000	46.00
Mayra C. Quicksall	1/30/2020	01/29/2020	CCL - Mileage	1732-1210-31-16000	174.80
				Department 1210 - County Court at Law Total:	**937.40**
Department: 1211 - County Attorney					
Val Verde County	468	12/17/2019	Co Atty - Paper	1111-1211-31-16000	197.94
Val Verde County	468	12/17/2019	Co Atty - Paper	1111-1211-31-16000	67.74
Quill Corporation	4050555	01/15/2020	Co Atty - Supplies	1111-1211-31-16000	89.07
James Publishing Inc.	WC146584	01/20/2020	Co Atty - Books	1111-1211-31-16000	214.00
				Department 1211 - County Attorney Total:	**568.75**
Department: 1212 - County Auditor					
Val Verde County	440	10/16/2019	Auditor - Copy Paper	1111-1212-30-16000	279.92
Xerox	099109227	01/01/2020	Auditor - Prints	1111-1212-30-16000	98.04
Xerox	099109227	01/01/2020	Auditor - Copier	1111-1212-30-16415	492.70
Val Verde County	490	01/22/2020	Auditor - Copy Paper	1111-1212-30-16000	131.96
Government Finance Officers A...	01/29/20	01/29/2020	Auditor - Budget Submission	1111-1212-30-16000	575.00
				Department 1212 - County Auditor Total:	**1,577.62**
Department: 1213 - County Treasurer					
Quill Corporation	9079991-1	10/01/2019	Treas - Credit Memo	1111-1213-30-16000	-114.36
Quill Corporation	3980982	01/14/2020	Treas - Supplies	1111-1213-30-16000	14.27
Quill Corporation	4008450	01/14/2020	Treas - Supplies	1111-1213-30-16000	7.19
Quill Corporation	4013149	01/14/2020	Treas - Supplies	1111-1213-30-16000	11.69
Val Verde County	486	01/16/2020	Treas - Paper	1111-1213-30-16000	63.74
				Department 1213 - County Treasurer Total:	**-17.47**
Department: 1214 - County Tax Collector					
Purchase Power	12/22/2019	12/22/2019	Tax A/C - Postage	1111-1214-30-16020	3,030.00
Quill Corporation	4060864	01/16/2020	Tax - Supplies	1111-1214-30-16000	22.99
				Department 1214 - County Tax Collector Total:	**3,052.99**
Department: 1215 - IT Department					
CDW Government Inc.	WMB5986	01/17/2020	IT - Tripp Lite	1111-1215-30-16000	149.72
				Department 1215 - IT Department Total:	**149.72**
Department: 1216 - Purchasing Department					
Xerox	099109237	01/01/2020	Purch - Prints	1111-1216-30-16000	8.85
Xerox	099109237	01/01/2020	Purch - Copier	1111-1216-30-16415	73.94
CDW Government Inc.	WKX3474	01/14/2020	Purch - Monitor Arms	1111-1216-30-16000	319.11
Quill Corporation	4023012	01/15/2020	Purch - Supplies	1111-1216-30-16000	4.64
Val Verde County	488	01/21/2020	Purch/HR/RM - Paper	1111-1216-30-16000	21.99
				Department 1216 - Purchasing Department Total:	**428.53**
Department: 1217 - County Agent					
Xerox	099109216	01/01/2020	Co Agent - Prints	1111-1217-30-16000	14.37
Xerox	099109216	01/01/2020	Co Agent - Copier	1111-1217-30-16415	186.53
Emily Grant	01/23/2020	01/23/2020	Co Agent - Meals	1111-1217-30-16202	230.00
Walmart	07301	01/28/2020	Co Agent - Office	1111-1217-30-16000	24.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Florentino Almeda	3240	01/28/2020	Co Agent - Maintenance	1111-1217-30-16205	246.65
Russell True Value	459109	01/28/2020	Co Agent - Parts	1111-1217-30-16205	4.99
				Department 1217 - County Agent Total:	**707.51**
Department: 1218 - Library					
Orlando Carrillo	564	01/13/2020	BM - Lib - Termite Treatment	1111-1218-36-16000	375.00
Oriental Trading Company	700809118-01	01/13/2020	Lib - Office	1111-1218-36-16000	42.57
Oriental Trading Company	700809118-01	01/13/2020	Lib - Office	1111-1218-36-16000	15.69
Oriental Trading Company	700809118-01	01/13/2020	Lib - Office	1111-1218-36-16000	23.98
Oriental Trading Company	700809118-01	01/13/2020	Lib - Office	1111-1218-36-16000	19.38
Demco Inc	6750844	01/14/2020	Lib - Office	1111-1218-36-16000	7.84
Demco Inc	6750844	01/14/2020	Lib - Office	1111-1218-36-16000	30.23
Toshiba Business Solutions	5134163	01/15/2020	Lib - Copier	1111-1218-36-16421	19.27
Quill Corporation	4122516	01/17/2020	Lib - Supplies	1111-1218-36-16000	154.31
Quill Corporation	4122516	01/17/2020	Lib - Supplies	1111-1218-36-16000	12.76
Quill Corporation	4160617	01/21/2020	Lib - Supplies	1111-1218-36-16000	7.90
Russell True Value	458884	01/21/2020	Lib - Supplies	1111-1218-36-16000	23.56
Walmart	02875	01/23/2020	Lib - Valentines Event	1111-1218-36-16000	128.16
MT Library Services	501519	02/01/2020	Lib - Books	1111-1218-36-16680	1,483.70
				Department 1218 - Library Total:	**2,344.35**
Department: 1219 - Rural Fire & EMS					
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	275.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	294.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	558.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	275.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	600.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	400.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	550.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	840.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	1,395.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	732.00
Darley	17380150	11/20/2019	Fire - Uniforms	1807-1219-33-16000	325.00
Darley	17380295	11/21/2019	Fire - Uniforms	1807-1219-33-16000	222.00
Russell True Value	458804	01/20/2020	Fire - Supplies	1111-1219-33-16000	40.48
Pentad LLC	178932	01/21/2020	Fire - CEU Program	1111-1219-33-16200	645.00
Pro Auto Supply	461081	01/23/2020	Fire - Parts	1111-1219-33-16000	27.65
Thompson Tire Center	0030025	01/24/2020	Fire - Tire	1111-1219-33-16000	307.10
State Firemen's & Fire Marshal	12/31/2020	01/31/2020	Fire - Dues	1111-1219-33-16200	850.00
				Department 1219 - Rural Fire & EMS Total:	**8,336.23**
Department: 1220 - Parks & Building Maintenance					
Orlando Carrillo	10865	10/21/2019	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	10876	10/22/2019	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	10880	10/22/2019	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	10889	10/24/2019	BM - Pest Services	1111-1220-37-16480	39.00
Val Verde County	450	11/05/2019	BM - Supplies	1111-1220-37-16300	36.54
Val Verde County	450	11/05/2019	BM - Supplies	1111-1220-37-16300	41.35
Val Verde County	451	11/05/2019	BM - Supplies	1111-1220-37-16330	36.54
Val Verde County	451	11/05/2019	BM - Supplies	1111-1220-37-16330	41.35
Thyssenkrupp Elevator Corp.	6000407572	11/25/2019	BM - Replacement Phone	1111-1220-37-16520	911.00
City of Del Rio	04-023000-01-12/20/2019	12/20/2019	BM - Utilities	1111-1220-37-16503	378.62
City of Del Rio	05-007500-00-12/20/2019	12/20/2019	BM - Utilities	1111-1220-37-16503	200.55
City of Del Rio	05-007550-00-12/20/2019	12/20/2019	BM - Utilities	1111-1220-37-16503	46.43
City of Del Rio	05-007600-00-12/20/2019	12/20/2019	BM - Utilities	1111-1220-37-16503	676.14
Department of Information Res...	20111558N	12/20/2019	BM - Utilities	1111-1220-37-16503	17.66
City of Del Rio	46-007770-00-12/30/2019	12/30/2019	BM - Utilities	1111-1220-37-16503	58.74
City of Del Rio	46-012840-01-12/30/2019	12/30/2019	BM - Utilities	1111-1220-37-16503	135.15
City of Del Rio	46-012950-00-12/30/2019	12/30/2019	BM - Utilities	1111-1220-37-16503	91.64
City of Del Rio	46-013205-00-12/30/2019	12/30/2019	BM - Utilities	1111-1220-37-16503	99.60
City of Del Rio	46-013810-01-12/30/2019	12/30/2019	BM - Utilities	1111-1220-37-16503	57.47
City of Del Rio	46-013820-00-12/30/2019	12/30/2019	BM - Utilities	1111-1220-37-16503	49.57

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
City of Del Rio	46-013850-00-12/30/2019	12/30/2019	BM - Utilities	1111-1220-37-16503	16.40
City of Del Rio	46-01690-00-12/30/2019	12/30/2019	BM - Utilities	1111-1220-37-16503	1,207.64
Asco / Texana	PSO127433-1	12/30/2019	BM - Freight	1111-1220-37-16520	50.00
Asco / Texana	PSR006392-1	12/30/2019	BM - Hydraulic Hose	1111-1220-37-16520	16.75
Walmart	08062-1	01/03/2020	BM - Supplies	1111-1220-37-16330	0.20
City of Del Rio	10-000200-00-1/03/2020	01/03/2020	BM - Utilities	1111-1220-37-16503	146.59
City of Del Rio	14-015200-01-1/07/2020	01/07/2020	BM - Utilities	1111-1220-37-16503	61.09
City of Del Rio	15-002680-00-1/08/2020	01/08/2020	BM - Utilities	1111-1220-37-16503	485.09
City of Del Rio	15-002800-00-1/08/2020	01/08/2020	BM - Utilities	1111-1220-37-16503	54.02
City of Del Rio	21-017400-00-1/10/2020	01/10/2020	BM - Utilities	1111-1220-37-16503	1,059.70
City of Del Rio	21-300000-01-1/10/2020	01/10/2020	BM - Utilities	1111-1220-37-16503	125.31
City of Del Rio	23-014020-00-1/10/2020	01/10/2020	BM - Utilities	1111-1220-37-16503	56.83
City of Del Rio	23-014120-00-1/10/2020	01/10/2020	BM - Utilities	1111-1220-37-16503	30.13
City of Del Rio	23-014130-00-1/10/2020	01/10/2020	BM - Utilities	1111-1220-37-16503	73.25
City of Del Rio	23-014150-00-1/10/2020	01/10/2020	BM - Utilities	1111-1220-37-16503	56.04
City of Del Rio	23-020000-00-1/10/2020	01/10/2020	BM - Utilities	1111-1220-37-16503	63.28
City of Del Rio	26-019100-00-1/13/2020	01/13/2020	BM - Utilities	1111-1220-37-16503	58.54
City of Del Rio	27-029000-00-1/13/2020	01/13/2020	BM - Utilities	1111-1220-37-16503	27.05
City of Del Rio	27-029100-00-1/13/2020	01/13/2020	BM - Utilities	1111-1220-37-16503	31.84
Orlando Carrillo	565	01/13/2020	BM - Termite Treatment	1111-1220-37-16330	564.00
Cavallo Energy Texas Llc	B2001101498	01/13/2020	BM - Utilities	1111-1220-37-16503	23,955.78
Val Verde County	480	01/14/2020	BM - Supplies	1111-1220-37-16330	41.35
Val Verde County	480	01/14/2020	BM - Supplies	1111-1220-37-16330	73.08
Val Verde County	481	01/14/2020	BM - Supplies	1111-1220-37-16330	2.80
McCoy's	8848703	01/14/2020	BM - Material	1111-1220-37-16330	36.93
T.J. Moore Lumber	468025	01/15/2020	BM - Supplies	1111-1220-37-16330	19.98
Sherwin Williams	8432-9	01/15/2020	BM - Supplies	1111-1220-37-16330	49.72
McCoy's	8848718	01/15/2020	BM - Material	1111-1220-37-16330	6.77
McCoy's	8848721	01/15/2020	BM - Material	1111-1220-37-16330	15.19
McCoy's	8848741	01/15/2020	BM - Material	1111-1220-37-16330	22.57
McCoy's	8848743	01/15/2020	BM - Material	1111-1220-37-16330	0.59
Walmart	02306	01/16/2020	BM - Supplies	1111-1220-37-16330	31.98
T.J. Moore Lumber	468129	01/16/2020	BM - Supplies	1111-1220-37-16330	61.90
T.J. Moore Lumber	468138	01/16/2020	BM - Supplies	1111-1220-37-16330	88.96
Val Verde County	482	01/16/2020	BM - Supplies	1111-1220-37-16330	41.35
Val Verde County	482	01/16/2020	BM - Supplies	1111-1220-37-16330	36.54
Val Verde County	483	01/16/2020	BM - Supplies	1111-1220-37-16300	41.35
Val Verde County	483	01/16/2020	BM - Supplies	1111-1220-37-16300	36.54
Unifirst Corporation	8232742849	01/16/2020	Lib - Uniforms/Supplies	1111-1220-37-16330	45.17
Unifirst Corporation	8232742850	01/16/2020	Juv - Supplies	1111-1220-37-16330	23.95
Unifirst Corporation	8232742851	01/16/2020	Co Crthse - Uniforms	1111-1220-37-16330	34.80
McCoy's	8848758	01/16/2020	BM - Material	1111-1220-37-16330	10.25
Newman Traffic Signs	TRFINV018302	01/17/2020	BM - Vehicle Decals	1111-1220-37-16311	193.60
Frontier Southwest Incorporated	010500-5	01/19/2020	BM - Utilities	1111-1220-37-16503	65.66
Frontier Southwest Incorporated	010500-5-1	01/19/2020	BM - Utilities	1111-1220-37-16503	66.71
Frontier Southwest Incorporated	120215-5	01/19/2020	BM - Utilities	1111-1220-37-16503	66.11
Orlando Carrillo	11090	01/21/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11091	01/21/2020	Comm Cntr - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11092	01/21/2020	Fire - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11093	01/21/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11094	01/21/2020	BM - Pest Services	1111-1220-37-16480	39.00
Sherwin Williams	1583-7	01/21/2020	BM - Supplies	1111-1220-37-16330	91.63
Sherwin Williams	1593-6	01/21/2020	BM - Supplies	1111-1220-37-16330	98.54
Department of Information Res...	20121558N	01/21/2020	BM - Utilities	1111-1220-37-16503	14.52
Unifirst Corporation	8232743469	01/21/2020	BM - Uniforms	1111-1220-37-16330	67.68
Unifirst Corporation	8232743470	01/21/2020	Co Agent - Uniforms/Supplies	1111-1220-37-16330	21.09
McCoy's	8848832	01/21/2020	BM - Material	1111-1220-37-16330	37.81
McCoy's	8848844	01/21/2020	BM - Material	1111-1220-37-16330	60.62
Frontier Southwest Incorporated	020315-5	01/22/2020	BM - Utilities	1111-1220-37-16503	54.00
Orlando Carrillo	11097	01/22/2020	BM - Pest Services	1111-1220-37-16480	39.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Orlando Carrillo	11098	01/22/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11099	01/22/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11100	01/22/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11101	01/22/2020	BM - Pest Services	1111-1220-37-16480	39.00
McCoy's	8848849	01/22/2020	BM - Parts	1111-1220-37-16330	5.12
McCoy's	8848911	01/22/2020	BM - Parts	1111-1220-37-16330	5.75
Asco / Texana	PSO130799-1	01/22/2020	BM - Hydraulic Hose	1111-1220-37-16520	18.50
Asco / Texana	PSO130799-1	01/22/2020	BM - Hydraulic Hose	1111-1220-37-16520	99.56
Orlando Carrillo	11105	01/23/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11106	01/23/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11107	01/23/2020	BM - Pest Services	1111-1220-37-16480	39.00
Val Verde County	492	01/23/2020	BM - Towels/Tissue	1111-1220-37-16330	36.54
Val Verde County	492	01/23/2020	BM - Towels/Tissue	1111-1220-37-16330	41.35
Fedex	6-906-05211	01/23/2020	BM - Shipping	1111-1220-37-16330	4.27
Unifirst Corporation	8232743823	01/23/2020	Lib - Uniforms/Supplies	1111-1220-37-16330	45.17
Unifirst Corporation	8232743824	01/23/2020	Juv - Supplies	1111-1220-37-16330	23.95
Unifirst Corporation	8232743825	01/23/2020	Co Crthse - Uniforms	1111-1220-37-16330	34.80
McCoy's	8848940	01/23/2020	BM - Parts	1111-1220-37-16330	4.36
Orlando Carrillo	11109	01/24/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11110	01/24/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11111	01/24/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11112	01/24/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11113	01/24/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11114	01/24/2020	Dist Clerk - Pest Services	1111-1220-37-16480	39.00
Val Verde County	491	01/24/2020	BM - Towels/Tissue	1111-1220-37-16330	73.08
Val Verde County	491	01/24/2020	BM - Towels/Tissue	1111-1220-37-16330	41.35
McCoy's	8848954	01/24/2020	BM - Parts	1111-1220-37-16330	3.79
Red River Waste Solutions	0510633-1	01/25/2020	BM - Trash Pick Up	1111-1220-37-16503	130.00
T.J. Moore Lumber	468886	01/27/2020	BM - Supplies	1111-1220-37-16330	23.33
T.J. Moore Lumber	468893	01/27/2020	BM - Credit Memo	1111-1220-37-16330	-17.34
T.J. Moore Lumber	468927	01/27/2020	BM - Supplies	1111-1220-37-16330	16.00
McCoy's	8848989	01/27/2020	BM - Material	1111-1220-37-16330	13.42
McCoy's	8849004	01/27/2020	BM - Material	1111-1220-37-16330	1.43
Unifirst Corporation	8232744442	01/28/2020	BM - Uniforms	1111-1220-37-16330	67.68
Unifirst Corporation	8232744443	01/28/2020	Co Agent - Uniforms	1111-1220-37-16330	21.09
McCoy's	8849025	01/28/2020	BM - Material	1111-1220-37-16330	23.50
McCoy's	8849026	01/28/2020	BM - Material	1111-1220-37-16330	7.20
				Department 1220 - Parks & Building Maintenance Total:	**34,198.52**
Department: 1221 - Sheriff					
Val Verde Regional Medical Cen...	177717	10/04/2019	Sheriff - Labs	1111-1221-33-16630	65.00
Thompson Tire Center	0029668	12/26/2019	Sheriff - Tire Repair	1111-1221-33-17061	12.00
3B Car Washes Llc	12/31/19	12/31/2019	Sheriff - Carwash	1111-1221-33-17061	331.00
Thompson Tire Center	0029737	01/03/2020	Sheriff - Tire Repair	1111-1221-33-17061	12.00
Thompson Tire Center	0029795	01/07/2020	Sheriff - Tire Repair	1111-1221-33-17061	12.00
Pico Propane Operating	06576967-I	01/10/2020	Sheriff - Fuel	1111-1221-33-17061	1,802.16
Goodyear Service Center	155523	01/14/2020	Sheriff - Alignment	1111-1221-33-17061	99.99
Carlos D. Villarreal	2205	01/14/2020	Sheriff - Tire Repair	1111-1221-33-17061	15.00
Advanced Auto Parts	6666001573833	01/15/2020	Sheriff - Oil	1111-1221-33-17061	80.70
Advanced Auto Parts	6666001573841	01/15/2020	Sheriff - Parts	1111-1221-33-17061	66.71
Javier Vasquez	0143	01/16/2020	Sheriff - Towing	1111-1221-33-17061	175.00
Brown Automotive Center	144284	01/16/2020	Sheriff - Parts	1111-1221-33-17061	112.54
Russell True Value	458738	01/16/2020	Sheriff - Supplies	1111-1221-33-16600	38.97
Del Rio Feed & Supply	754608	01/17/2020	Sheriff - Supplies	1111-1221-33-16600	56.27
Texas A&M Engineering Extensi...	RJ262149	01/17/2020	Sheriff - Online Course	1111-1221-33-16200	175.00
Thompson Tire Center	0029988	01/21/2020	Sheriff - Tire Repair	1111-1221-33-17061	92.00
Advanced Auto Parts	6666002120709	01/21/2020	Sheriff - Oil	1111-1221-33-17061	34.18
Advanced Auto Parts	666602173905	01/21/2020	Sheriff - Credit Memo	1111-1221-33-17061	-60.71
Discount Auto Glass	8893	01/21/2020	Sheriff - Repairs	1111-1221-33-17061	325.00
Carlos D. Villarreal	2207	01/22/2020	Sheriff - Repairs	1111-1221-33-17061	15.00
Carlos D. Villarreal	2877	01/22/2020	Sheriff - Repairs	1111-1221-33-17061	75.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'Reilly Auto Parts	0568-315705	01/23/2020	Sheriff - Parts	1111-1221-33-17061	33.50
O'Reilly Auto Parts	0568-315775	01/23/2020	Sheriff - Parts	1111-1221-33-17061	10.99
Thompson Tire Center	0030030	01/24/2020	Sheriff - Tire Repair	1111-1221-33-17061	12.00
Russell True Value	458994	01/24/2020	Sheriff - Supplies	1111-1221-33-16600	2.29
Flores Automotive	68721	01/24/2020	Sheriff - Repairs	1111-1221-33-17061	185.00
Javier Vasquez	0154	01/27/2020	Sheriff - Towing	1111-1221-33-17061	200.00
Walmart	09044-1	01/27/2020	Sheriff - Office	1111-1221-33-16600	56.34
Crystal De Luna	02/18/2020	02/18/2020	Sheriff - Meals	1111-1221-33-16200	46.00
				Department 1221 - Sheriff Total:	**4,080.93**
Department: 1223 - Other County Expenditures					
Kerr County Clerk	MHT19-470	12/12/2019	Emergency Detention - Martinez	1111-1223-35-16650	514.00
Kerr County Clerk	MHT19-479	12/16/2019	Emergency Detention - Bush	1111-1223-35-16650	326.50
Deaf Interpreter Services	19-26767	12/18/2019	CCL - Interpreter Services	1111-1223-31-16780	546.25
Kerr County Clerk	MHT19-496	12/26/2019	Emergency Detention - Morales	1111-1223-35-16650	426.50
Sunset Memorial Oaks Funeral	2019-307	12/28/2019	Autopsy - Sanchez	1111-1223-30-16760	500.00
Jackson L. Lindsey	14334CR	01/15/2020	63rd - Felony - Lindsey	1111-1223-31-16780	500.00
Andrea Casares	14572CR	01/15/2020	63rd - Felony - Casares	1111-1223-31-16780	400.00
Omar A Fuentes	19-662-CR	01/15/2020	CCL - Misd - Fuentes	1111-1223-31-16780	450.00
Time Warner Cable	0024975011620	01/16/2020	Pct 2 - Internet	1111-1223-30-16414	115.58
Cimpress USA Incorporated	111280085	01/16/2020	HR - Pencils	1111-1223-30-17100	316.80
Jackson L. Lindsey	13622CR	01/16/2020	63rd - Felony - Lindsey	1111-1223-31-16780	200.00
Sunset Memorial Oaks Funeral	2020-013	01/17/2020	Autopsy - Whitlock	1111-1223-30-16760	500.00
Pearsall Law Firm, Inc	3777-CCL	01/17/2020	CCL - CPS - Pearsall	1111-1223-31-16780	800.00
Time Warner Cable	0155365011920	01/19/2020	Com Cntr - Internet	1111-1223-30-16414	125.64
Time Warner Cable	0417437012020	01/20/2020	IT - Internet	1111-1223-30-16414	125.64
Jad P Harper	19-504-CR	01/21/2020	CCL - Misd - Harper	1111-1223-31-16780	450.00
Time Warner Cable	0076514012220	01/22/2020	Crthse - Internet	1111-1223-30-16414	160.82
Bickerstaff Heath	111341-1	01/23/2020	Legal Fees - Acquisition Earle Tr...	1111-1223-31-16780	2,160.00
Luis De Los Santos	19-621-CR	01/24/2020	CCL - Misd - De Los Santos	1111-1223-31-16780	450.00
Blanks Reporting Service, Inc.	111118	01/27/2020	CCL - Crt Rprt Srvc	1111-1223-31-16780	484.50
Blanks Reporting Service, Inc.	111119-1	01/27/2020	CCL - Crt Rprt Srvc	1111-1223-31-16780	1,023.00
Quad Counties Council On Alco...	02/01/2020	02/01/2020	February Allocation	1111-1223-35-17220	15,000.00
CivicPlus, Inc.	195798	02/16/2020	IT - Annual Website Renewal	1111-1223-30-16820	11,735.85
				Department 1223 - Other County Expenditures Total:	**37,311.08**
Department: 1224 - Road & Bridge					
Xerox	099109221	01/01/2020	Comm - Prints	1222-1224-34-16000	68.65
Xerox	099109221	01/01/2020	Comm - Copier	1222-1224-34-16010	78.44
Quill Corporation	3894432	01/09/2020	Comm Offc - Supplies	1222-1224-34-16000	17.22
Quill Corporation	3894432	01/09/2020	Comm Offc - Supplies	1222-1224-34-16000	26.99
Quill Corporation	3894432	01/09/2020	Comm Offc - Supplies	1222-1224-34-16000	16.74
Val Verde County	493	01/28/2020	Comm Offc - Copy Paper	1222-1224-34-16000	32.99
Val Verde County Payroll Cleari...	02/07/2020-1	02/07/2020	Payroll Transfer	1222-1224-41-16005	54,278.72
				Department 1224 - Road & Bridge Total:	**54,519.75**
Department: 1225 - Road & Bridge Precinct 1					
Unifirst Corporation	8232738383	12/16/2019	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
Unifirst Corporation	8232739366	12/23/2019	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
Unifirst Corporation	8232740356	12/30/2019	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
Grande Truck Center	192861	01/13/2020	Pct 1 - Repair Distributer	1222-1225-34-17000	277.10
Villarreals Express Lube	005326	01/16/2020	Pct 1 - Oil Change	1222-1225-34-17000	269.95
Pro Auto Supply	460453	01/16/2020	Pct 1 - Parts	1222-1225-34-17000	279.69
AG-Pro Texas, LLC	W14263	01/16/2020	Pct 1 - Repairs	1222-1225-34-17000	4,020.52
Custom Products Corporation	330524	01/17/2020	Pct 1 - Signs/Brackets	1222-1225-34-17000	226.36
Custom Products Corporation	330524	01/17/2020	Pct 1 - Signs/Brackets	1222-1225-34-17000	400.89
Custom Products Corporation	330524	01/17/2020	Pct 1 - Signs/Brackets	1222-1225-34-17000	189.98
Unifirst Corporation	8232743261	01/20/2020	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
Cooper Equipment Co.	WS19712	01/20/2020	All Pct - Repair Oil Distributor	1222-1225-34-17000	931.91
Mario Cervantes	1/23/2020	01/23/2020	Pct 1 - Meals	1222-1225-34-16200	28.00
Del Rio Welders Equip.	D663214	01/23/2020	Pct 1 - Repairs	1222-1225-34-17000	89.00
Villarreals Express Lube	005286	01/27/2020	Pct 1 - State Inspection/Oil Chng	1222-1225-34-17000	59.95

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Unifirst Corporation	8232744233	01/27/2020	Pct 1 - Uniforms	1222-1225-34-17000	37.20
Val Verde County Tax A/C- Auto	FLEFZDYXZG33	01/27/2020	Pct 1 - State Inspection	1222-1225-34-17000	7.50
Val Verde County Tax A/C- Auto	01/28/20	01/28/2020	Pct 1 - State Inspection	1222-1225-34-17000	7.50
O'Reilly Auto Parts	0568-316854	01/28/2020	Pct 1 - Parts	1222-1225-34-17000	283.39
			Department 1225 - Road & Bridge Precinct 1 Total:		**7,257.74**
Department: 1226 - Road & Bridge Precinct 2					
Unifirst Corporation	8232735384	11/25/2019	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	42.79
Unifirst Corporation	8232738384	12/16/2019	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	42.79
Unifirst Corporation	8232739367	12/23/2019	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	42.79
Unifirst Corporation	8232740357	12/30/2019	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	42.79
Grande Truck Center	192861	01/13/2020	Pct 2 - Repair Distributer	1222-1226-34-17000	277.10
T.J. Moore Lumber	467990	01/15/2020	Pct 2 - Supplies	1222-1226-34-17000	61.95
Sunny Faz	01/16/20	01/16/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
O'Reilly Auto Parts	0568-314200	01/16/2020	Pct 2 - Parts	1222-1226-34-17000	37.01
Candelario Montalvo	1/16/2020	01/16/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
Russell True Value	458726	01/16/2020	Pct 2 - Supplies	1222-1226-34-17000	49.99
Pro Auto Supply	460443	01/16/2020	Pct 2 - Parts	1222-1226-34-17000	19.33
Unifirst Corporation	8232743262	01/20/2020	Pct 2 - Uniforms	1222-1226-34-17000	42.79
Cooper Equipment Co.	WS19712	01/20/2020	All Pct - Repair Oil Distributor	1222-1226-34-17000	931.91
Del Rio Welders Equip.	D663147	01/21/2020	Pct 2 - Repairs	1222-1226-34-17000	18.40
O'Reilly Auto Parts	0568-315423	01/22/2020	Pct 2 - Parts	1222-1226-34-17000	10.99
Russell True Value	458901	01/22/2020	Pct 2 - Supplies	1222-1226-34-17000	57.27
Del Rio Welders Equip.	D663182	01/22/2020	Pct 2 - Repairs	1222-1226-34-17000	89.95
T.J. Moore Lumber	468632	01/23/2020	Pct 2 - Material	1222-1226-34-17000	6.85
O'Reilly Auto Parts	0568-316257	01/25/2020	Pct 2 - Parts	1222-1226-34-17000	5.72
O'Reilly Auto Parts	0568-316574	01/27/2020	Pct 2 - Parts	1222-1226-34-17000	6.99
Unifirst Corporation	8232744234	01/27/2020	Pct 2 - Uniforms	1222-1226-34-17000	42.79
Sanchez Tire Shop	14888	01/28/2020	Pct 2 - Repairs	1222-1226-34-17000	45.00
Del Rio Grill Guard	6467	01/28/2020	Pct 2 - Grill Guards	1222-1226-34-17000	2,625.00
			Department 1226 - Road & Bridge Precinct 2 Total:		**4,556.20**
Department: 1227 - Road & Bridge Precinct 3					
Tractor Supply Co.Dept. 30-120...	100289723	10/01/2019	Pct 3 - Supplies	1222-1227-34-17000	98.98
Tractor Supply Co.Dept. 30-120...	100291684	10/01/2019	Pct 3 - Credit Memo	1222-1227-34-17000	-99.03
Tractor Supply Co.Dept. 30-120...	100294083	10/01/2019	Pct 3 - Material	1222-1227-34-17000	299.97
Unifirst Corporation	8232732603	11/05/2019	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	39.02
Unifirst Corporation	8232735592	11/26/2019	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	39.02
Unifirst Corporation	8232739567	12/24/2019	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	44.74
Unifirst Corporation	8232740550	12/31/2019	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	44.74
Grande Truck Center	192861	01/13/2020	Pct 3 - Repair Distributer	1222-1227-34-17000	277.10
Unifirst Corporation	8232742501	01/14/2020	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	44.74
Pico Propane Operating	06578302-I	01/15/2020	Pct 3 - Fuel	1222-1227-34-17000	4,785.20
Leonel Calderon	1/16/2020	01/16/2020	Pct 3 - Meals	1222-1227-34-16200	28.00
Danny Puente	1/16/2020	01/16/2020	Pct 3 - Meals	1222-1227-34-16200	28.00
Vulcan Materials Co.	62043805	01/20/2020	Pct 3 - Premix TY D	1222-1227-34-17010	1,269.67
Vulcan Materials Co.	62043806	01/20/2020	Pct 3 - Premix TY D	1222-1227-34-17010	17,582.75
Cooper Equipment Co.	WS19712	01/20/2020	All Pct - Repair Oil Distributor	1222-1227-34-17000	931.91
Jesus Morales	1/21/2020	01/21/2020	Pct 3 - Meals	1222-1227-34-16200	28.00
Eric Nalls	1/21/2020	01/21/2020	Pct 3 - Meals	1222-1227-34-16200	28.00
Pro Auto Supply	460916	01/21/2020	Pct 3 - Parts	1222-1227-34-17000	92.18
Val Verde County	489	01/21/2020	Pct 3 - Supplies	1222-1227-34-17000	41.35
Val Verde County	489	01/21/2020	Pct 3 - Supplies	1222-1227-34-17000	36.54
Unifirst Corporation	8232743468	01/21/2020	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	46.24
Russell True Value	458925	01/22/2020	Pct 3 - Supplies	1222-1227-34-17000	13.17
			Department 1227 - Road & Bridge Precinct 3 Total:		**25,700.29**
Department: 1228 - Road & Bridge Precinct 4					
Tractor Supply Co.Dept. 30-120...	100299982	10/01/2019	Pct 4 - Roundup	1222-1228-34-17000	53.60
City of Del Rio	278577	11/22/2019	Pct 4 - Landfill	1222-1228-34-17000	22.05
Grande Truck Center	192861	01/13/2020	Pct 4 - Repair Distributer	1222-1228-34-17000	277.10
Ag Equipment	01-73665	01/14/2020	Pct 4 - Parts	1222-1228-34-17000	16.58

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Ag Equipment	01-73665	01/14/2020	Pct 4 - Parts	1222-1228-34-17000	1.11
Ag Equipment	01-73665	01/14/2020	Pct 4 - Parts	1222-1228-34-17000	1.40
Ag Equipment	01-73665	01/14/2020	Pct 4 - Parts	1222-1228-34-17000	3.33
Ag Equipment	01-73665	01/14/2020	Pct 4 - Parts	1222-1228-34-17000	46.70
Ag Equipment	01-73665	01/14/2020	Pct 4 - Parts	1222-1228-34-17000	34.36
Ag Equipment	01-73665	01/14/2020	Pct 4 - Parts	1222-1228-34-17000	4.07
Pro Auto Supply	460432	01/16/2020	Pct 4 - Parts	1222-1228-34-17000	76.84
T.J. Moore Lumber	468089	01/16/2020	Pct 4 - Supplies	1222-1228-34-17000	69.07
Unifirst Corporation	8232742852	01/16/2020	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	53.37
Cooper Equipment Co.	WS19712	01/20/2020	All Pct - Repair Oil Distributor	1222-1228-34-17000	931.91
O'Reilly Auto Parts	0568-315334	01/21/2020	Pct 4 - Parts	1222-1228-34-17000	260.00
Russell True Value	458851	01/21/2020	Pct 4 - Material	1222-1228-34-17000	69.95
Luis Tanajara	01/23/2020	01/23/2020	Pct 4 - Meals	1222-1228-34-16200	28.00
Unifirst Corporation	8232743826	01/23/2020	Pct 4 - Uniforms	1222-1228-34-17000	45.12
City of Del Rio	283876	01/24/2020	Pct 4 - Landfill	1222-1228-34-17000	73.80
City of Del Rio	283881	01/24/2020	Pct 4 - Landfill	1222-1228-34-17000	81.90
City of Del Rio	283925	01/24/2020	Pct 4 - Landfill	1222-1228-34-17000	85.05
Red River Waste Solutions	0510633	01/25/2020	Pct 4 - Trash Pick Up	1222-1228-34-17000	640.00
Villarreals Express Lube	005339	01/27/2020	Pct 4 - State Inspection	1222-1228-34-17000	7.00
Villarreals Express Lube	005340	01/27/2020	Pct 4 - State Inspection	1222-1228-34-17000	7.00
Carlos D. Villarreal	2523	01/27/2020	Pct 4 - Tire Repair	1222-1228-34-17000	45.00
Villarreals Express Lube	4500	01/27/2020	Pct 4 - State Inspection	1222-1228-34-17000	7.00
Pro Auto Supply	461483	01/27/2020	Pct 4 - Parts	1222-1228-34-17000	84.44
Val Verde County Tax A/C- Auto	4EN1R26R42539	01/27/2020	Pct 4 - State Inspection	1222-1228-34-17000	7.50
Val Verde County Tax A/C- Auto	AFN8R66S53731	01/27/2020	Pct 4 - State Inspection	1222-1228-34-17000	7.50
Val Verde County Tax A/C- Auto	BLK8U73XX8836	01/27/2020	Pct 4 - State Inspection	1222-1228-34-17000	7.50
			Department 1228 - Road & Bridge Precinct 4 Total:		**3,048.25**
Department: 1229 - Interest & Sinking					
Chase	0000000056	01/17/2020	Library Bond - Interest	1333-1229-38-17261	36,344.64
Amegy Bank	02/15/2020	02/15/2020	TN Series 2016 - Interest	1333-1229-38-17261	15,117.50
Bank of Texas	VVCTXPTTRL11-2/15/20	02/15/2020	Pass-Through Toll - Agent Fee	1333-1229-38-17052	125.00
Bank of Texas	VVCTXPTTRL11-2/15/20	02/15/2020	Pass-Through Toll - Interest	1333-1229-38-17261	313,331.25
			Department 1229 - Interest & Sinking Total:		**364,918.39**
Department: 1230 - 83rd District Court					
Walmart	03286	01/14/2020	83rd - Supplies	1111-1230-31-16000	28.85
Walmart	03286	01/14/2020	83rd - Supplies	1111-1230-31-16000	24.90
Walmart	03286	01/14/2020	83rd - Supplies	1111-1230-31-16000	24.54
Walmart	03286	01/14/2020	83rd - Supplies	1111-1230-31-16000	14.94
Walmart	03286	01/14/2020	83rd - Supplies	1111-1230-31-16000	8.96
Walmart	03286	01/14/2020	83rd - Supplies	1111-1230-31-16000	19.90
Quill Corporation	4173184	01/21/2020	83rd - Supplies	1111-1230-31-16000	199.78
Quill Corporation	4188283	01/21/2020	83rd - Supplies	1111-1230-31-16000	33.96
Quill Corporation	4188283	01/21/2020	83rd - Supplies	1111-1230-31-16000	192.58
Quill Corporation	4188283	01/21/2020	83rd - Supplies	1111-1230-31-16000	246.58
Quill Corporation	4188283	01/21/2020	83rd - Supplies	1111-1230-31-16000	192.58
			Department 1230 - 83rd District Court Total:		**987.57**
Department: 1231 - Risk Management					
Xerox	099109237	01/01/2020	RM - Prints	1111-1231-30-16000	8.85
Xerox	099109237	01/01/2020	RM - Copier	1111-1231-30-17065	73.94
Quill Corporation	3930196	01/10/2020	RM - Supplies	1111-1231-30-16000	65.44
Val Verde County	488	01/21/2020	Purch/HR/RM - Paper	1111-1231-30-16000	21.99
Cannon Graphics	17137	01/22/2020	RM - Buiness Cards	1111-1231-30-16000	40.00
			Department 1231 - Risk Management Total:		**210.22**
Department: 1232 - General Fund Revenue					
Linebarger Goggan Blair &	08/31/19-4	11/14/2019	JP 4 - Collection Fees	1111-1232-06-14130	1,610.74
Comptroller of Public Accounts	12/31/2019-19	12/31/2019	Civil Fees 4th Qtr	1111-1232-08-14170	14,660.98
Linebarger Goggan Blair &	09/30/19-1	01/10/2020	JP 1 - Collection Fees	1111-1232-06-14100	1,699.12
Linebarger Goggan Blair &	09/30/19-2	01/10/2020	JP 2 - Collection Fees	1111-1232-06-14110	1,546.29
Linebarger Goggan Blair &	09/30/19-3	01/10/2020	JP 3 - Collection Fees	1111-1232-06-14120	692.17

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Linebarger Goggan Blair &	09/30/19-4	01/10/2020	JP 4 - Collection Fees	1111-1232-06-14130	300.09
Linebarger Goggan Blair &	10/31/19-1	01/13/2020	JP 1 - Collection Fees	1111-1232-06-14100	1,030.05
Linebarger Goggan Blair &	10/31/19-2	01/13/2020	JP 2 - Collection Fees	1111-1232-06-14110	1,452.12
Linebarger Goggan Blair &	10/31/19-3	01/13/2020	JP 3 - Collection Fees	1111-1232-06-14120	1,648.53
Linebarger Goggan Blair &	11/30/19-1	01/14/2020	JP 1 - Collection Fees	1111-1232-06-14100	1,480.31
Linebarger Goggan Blair &	11/30/19-2	01/14/2020	JP 2 - Collection Fees	1111-1232-06-14110	572.25
Linebarger Goggan Blair &	11/30/19-3	01/14/2020	JP 3 - Collection Fees	1111-1232-06-14120	1,172.95
				Department 1232 - General Fund Revenue Total:	**27,865.60**
Department: 1247 - Community Center					
Sandra A. Velez	1/15/2020	01/14/2020	Comm Cntr - Meals	1111-1247-37-16200	80.00
				Department 1247 - Community Center Total:	**80.00**
Department: 1248 - Human Resources					
Xerox	099109237	01/01/2020	HR - Prints	1111-1248-30-16000	8.84
Xerox	099109237	01/01/2020	HR - Copier	1111-1248-30-16415	73.95
CDW Government Inc.	WKX2156	01/14/2020	HR - Keyboard	1111-1248-30-16000	228.80
Val Verde County	488	01/21/2020	Purch/HR/RM - Paper	1111-1248-30-16000	22.00
Nereida Rubio	2/14/2020	02/12/2020	HR - Meals	1111-1248-30-16200	138.00
Juanita Barrera	2/14/2020	02/12/2020	HR - Meals/Mileage	1111-1248-30-16200	333.50
Juanita Barrera	2/14/2020	02/12/2020	HR - Meals/Mileage	1111-1248-30-16200	138.00
				Department 1248 - Human Resources Total:	**943.09**
Department: 1250 - District Attorney					
LexisNexis	3092398276	12/31/2019	DA - Subscription	1111-1250-31-16001	252.00
TDCAA	167125	01/16/2020	DA - Reg Fees	1111-1250-31-16201	350.00
Val Verde County	485	01/16/2020	DA - Copy Paper	1111-1250-31-16001	197.94
Quill Corporation	4098654	01/17/2020	DA - Supplies	1111-1250-31-16001	21.46
Quill Corporation	4113493	01/17/2020	DA - Supplies	1111-1250-31-16001	5.94
Quill Corporation	4122498	01/17/2020	DA - Supplies	1111-1250-31-16001	288.89
Quill Corporation	4122498	01/17/2020	DA - Supplies	1111-1250-31-16001	17.09
Quill Corporation	4122498	01/17/2020	DA - Supplies	1111-1250-31-16001	250.19
Quill Corporation	4122498	01/17/2020	DA - Supplies	1111-1250-31-16001	46.74
Quill Corporation	4122498	01/17/2020	DA - Supplies	1111-1250-31-16001	87.29
Quill Corporation	4122498	01/17/2020	DA - Supplies	1111-1250-31-16001	19.12
Quill Corporation	4122498	01/17/2020	DA - Supplies	1111-1250-31-16001	20.90
Quill Corporation	4122498	01/17/2020	DA - Supplies	1111-1250-31-16001	64.95
TDCAA	167293	01/21/2020	DA - Reg Fees	1111-1250-31-16201	350.00
Thomson Reuter - West	6132828784	01/21/2020	DA - Books	1111-1250-31-16001	150.00
Thomson Reuter - West	6132828784	01/21/2020	DA - Books	1111-1250-31-16001	243.00
Thomson Reuter - West	6132828784	01/21/2020	DA - Books	1111-1250-31-16001	156.00
Dell Marketing L.P.	10370580215	01/27/2020	DA - USB Drive	1111-1250-31-16001	35.21
US Postmaster	01/31/2020	01/31/2020	DA - Rental Box	1111-1250-31-16001	130.00
Fidel Navarro	2/6/2020	02/06/2020	DA - Meals/Mileage	1111-1250-31-16201	455.40
				Department 1250 - District Attorney Total:	**3,142.12**
Department: 1261 - Animal Control					
Home Depot Dept 32-2540929...	5012033	01/23/2020	Animal Cont - Material	1111-1261-30-16401	318.25
Royal Metal	7040483	01/23/2020	Animal Cont - Metal Sheets	1111-1261-30-16401	168.00
Royal Metal	7040483	01/23/2020	Animal Cont - Metal Sheets	1111-1261-30-16401	10.00
Royal Metal	7040483	01/23/2020	Animal Cont - Metal Sheets	1111-1261-30-16401	15.00
Royal Metal	7040483	01/23/2020	Animal Cont - Metal Sheets	1111-1261-30-16401	121.45
Sherwin Williams	8560-7	01/23/2020	Animal Shelter - Paint	1111-1261-30-16401	278.51
McCoy's	8848934	01/23/2020	Animal Cont - Parts	1111-1261-30-16401	14.54
McCoy's	8848941	01/23/2020	Animal Cntrl - PVC	1111-1261-30-16401	9.47
McCoy's	8848943	01/23/2020	Animal Cont - Parts	1111-1261-30-16401	8.63
McCoy's	8848955	01/24/2020	Animal Cont - Parts	1111-1261-30-16401	54.23
				Department 1261 - Animal Control Total:	**998.08**
Department: 1300 - Non-Departmental Expense					
National District Attorneys Asso...	300010290	12/10/2019	DA - Dues	1111-1300-30-16440	95.00
National District Attorneys Asso...	300010291	12/10/2019	DA - Dues	1111-1300-30-16440	255.00
Alliant Insurance Services, Inc	1249871	12/26/2019	Tax - Insurance	1111-1300-30-17265	20.00
Texas Workforce Commission	12/31/2019	12/31/2019	Insurance	1111-1300-30-17265	14,308.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Zesch & Pickett Administrators	2019-12	01/16/2020	Admin fees	1111-1300-30-16430	499.50
Texas Public Purchasing Associat..	1579645326726	01/21/2020	Purch - Membership Dues	1111-1300-30-16440	75.00
Texas Association of Counties	25511202002	01/21/2020	Insurance	1111-1300-30-17265	16,838.16
Texas Floodplain Management ...	300017878	01/24/2020	RM - Dues	1111-1300-30-16440	50.00
Texas Association Of Counties	64795	01/31/2020	Co Judge - Membership Dues	1111-1300-30-16440	1,360.00
Val Verde County Payroll Cleari...	02/07/2020	02/04/2020	Payroll Transfer	1111-1300-41-17510	442,464.84
			Department 1300 - Non-Departmental Expense Total:		**475,965.90**
Department: 1341 - 1341					
Bibliotheca, LLC	INV-US28709	01/22/2020	Lib - Annual Support/Maint	1134-1341-36-16066	11,433.00
				Department 1341 - 1341 Total:	**11,433.00**
Department: 3900 - Court Costs					
Fourth Court of Appeals District	10/31/2019-1	10/31/2019	Co Clerk - 4th Qtr Appellate Judi...	3666-3900-00-16000	410.00
Fourth Court of Appeals District	10/31/2019-5	10/31/2019	Dist Clerk - 4th Qtr Appellate Ju...	3555-3900-00-16000	337.32
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Rcd Archive CCL	3666-3900-00-16000	50.00
Val Verde County	12/31/2019-01	12/31/2019	Co Clerk - County Fees	3666-3900-00-16000	15,468.75
Val Verde County	12/31/2019-01	12/31/2019	Co Clerk - CCL County Fees	3666-3900-00-16000	4,537.49
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Crthse Sec Fees CCL	3666-3900-00-16000	27.00
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Just Tech Fee CCL	3666-3900-00-16000	36.00
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Crt Rptr Fees	3666-3900-00-16000	165.00
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Rcr Mgt CCL	3666-3900-00-16000	230.46
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Law Lib Fees	3666-3900-00-16000	385.00
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Rcrd Mgt	3666-3900-00-16000	4,540.00
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Rcd Archive	3666-3900-00-16000	4,525.00
Val Verde County Special Reven...	12/31/2019-01	12/31/2019	Co Clerk - Crthse Sec Fees	3666-3900-00-16000	584.00
Val Verde County Court House ...	12/31/2019-1	12/31/2019	JP 1 - JP Crthse Sec Fees	3999-3900-00-16000	34.14
Val Verde County	12/31/2019-1	12/31/2019	JP 1 - County fees	3999-3900-00-16000	6,867.17
Val Verde County Special Reven...	12/31/2019-1	12/31/2019	JP 1 - Tech Fund	3999-3900-00-16000	139.56
Val Verde County Court House ...	12/31/2019-1	12/31/2019	JP 1 - Sec Fees	3999-3900-00-16000	105.37
Val Verde County Special Reven...	12/31/2019-2	12/31/2019	JP 2 - Tech Fund	3999-3900-00-16000	230.47
Val Verde County	12/31/2019-2	12/31/2019	JP 2 - County Fees	3999-3900-00-16000	7,034.57
Val Verde County Court House ...	12/31/2019-2	12/31/2019	JP 2 - Sec Fees	3999-3900-00-16000	176.96
Val Verde County Court House ...	12/31/2019-2	12/31/2019	JP 2 - JP Crthse Sec Fees	3999-3900-00-16000	44.92
Val Verde County	12/31/2019-3	12/31/2019	JP 3 - County Fees	3999-3900-00-16000	7,198.91
Val Verde County Court House ...	12/31/2019-3	12/31/2019	JP 3 - JP Crthse Sec fees	3999-3900-00-16000	46.62
Val Verde County Court House ...	12/31/2019-3	12/31/2019	JP 3 - Sec Fees	3999-3900-00-16000	123.06
Val Verde County Special Reven...	12/31/2019-3	12/31/2019	JP 3 - Tech Fund	3999-3900-00-16000	176.46
Val Verde County Special Reven...	12/31/2019-4	12/31/2019	JP 4 - Tech Fund	3999-3900-00-16000	115.17
Val Verde County	12/31/2019-4	12/31/2019	JP 4 - County Fees	3999-3900-00-16000	4,350.57
Val Verde County Court House ...	12/31/2019-4	12/31/2019	JP 4 - JP Crthse Sec Fees	3999-3900-00-16000	26.66
Val Verde County Court House ...	12/31/2019-4	12/31/2019	JP 4 - Sec Fees	3999-3900-00-16000	86.39
Comptroller of Public Accounts	12/31/2019-4th Qtr	12/31/2019	Dist Clerk - 4th Qtr Electronic Fil...	3555-3900-00-16000	2,500.00
Texas Department of Public Saf...	19-548-CR	12/31/2019	Co Clerk - Restitution - Mencha...	3666-3900-00-16000	60.00
				Department 3900 - Court Costs Total:	**60,613.02**
Department: 4444 - 4444					
Washington National Ins Co	P1980569	01/02/2020	Insurance	1444-4444-31-12070	5,126.48
Eyetopia PPA LLC	01/31/20	01/09/2020	Insurance	1444-4444-31-12070	2,442.00
Texas County & District Retirem...	INV0004999	01/10/2020	Retirement (County)	1444-4444-30-12130	73,826.73
Aig/American General	01/21/2020	01/21/2020	Insurance	1444-4444-31-12070	94.62
Texas Association of Counties	25511202002-1	01/21/2020	Insurance	1444-4444-31-12070	141,888.70
Texas County & District Retirem...	INV0005047	01/24/2020	Retirement (County)	1444-4444-30-12130	79,149.69
National Family Care Life Ins.	02/01/2020	02/01/2020	Insurance	1444-4444-31-12070	180.00
				Department 4444 - 4444 Total:	**302,708.22**
				Grand Total:	**1,455,183.00**

Report Summary

Fund Summary

Fund	Expense Amount
1111 - General Fund	607,939.37
1134 - Library Construction	11,433.00
1178 - Tax Note 2016	2,366.00
1222 - Balance Road & Bridge	95,082.23
1333 - Interest & Sinking	364,918.39
1444 - Payroll Clearing County	302,708.22
1727 - Law Library.	68.00
1732 - DWI Program Fund	220.80
1807 - Fire Reserves Fund	6,466.00
1810 - County Administration Building	1,150.00
2666 - Grants	2,217.97
3555 - District Clerk Court Costs	2,837.32
3666 - County Clerk Court Costs	31,018.70
3999 - JP 1-4 Court Costs	26,757.00
Grand Total:	**1,455,183.00**

Account Summary

Account Number	Account Name	Expense Amount
1111-1200-30-16000	County Judge - Office Sup...	3,133.36
1111-1200-30-16420	County Judge - Emergency..	1,497.00
1111-1200-30-16425	County Judge - Copier Exp...	27.83
1111-1201-30-16000	County Clerk - Office Suppl..	399.36
1111-1201-30-16305	County Clerk - Copier Exp...	373.48
1111-1203-30-16200	Veteran's Office - Travel a...	235.40
1111-1204-31-16000	63rd District Court - Office..	462.88
1111-1204-31-16475	63rd District Court - Copie...	235.42
1111-1205-31-16000	District Clerk - Office Supp...	213.10
1111-1205-31-16415	District Clerk - Copier Exp...	173.89
1111-1206-31-16000	Justice of the Peace #1 - O...	111.47
1111-1206-31-16415	Justice of the Peace #1 - C...	10.24
1111-1207-31-16000	Justice of the Peace #2 - O...	0.20
1111-1207-31-16200	Justice of the Peace #2 - T...	418.60
1111-1207-31-16415	Justice of the Peace #2 - C...	173.89
1111-1208-31-16000	Justice of the Peace #3 - O...	286.89
1111-1208-31-16200	Justice of the Peace #3 - T...	706.10
1111-1209-31-16000	Justice of the Peace #4 - O...	1,225.84
1111-1209-31-16200	Justice of the Peace #4 - T...	1,062.24
1111-1209-31-16415	Justice of the Peace #4 - C...	10.24
1111-1210-31-16000	Court At Law - Office Supp..	529.46
1111-1210-31-16415	Court At Law - Copier Exp...	187.14
1111-1211-31-16000	County Attorney - Office ...	568.75
1111-1212-30-16000	County Auditor - Office S...	1,084.92
1111-1212-30-16415	County Auditor - Copier E...	492.70
1111-1213-30-16000	County Treasurer - Office ...	-17.47
1111-1214-30-16000	Tax Assessor Collector - Of..	22.99
1111-1214-30-16020	Tax Assessor Collector - P...	3,030.00
1111-1215-30-16000	IT Department - Office Su...	149.72
1111-1216-30-16000	Purchasing Department - ...	354.59
1111-1216-30-16415	Purchasing Department - ...	73.94
1111-1217-30-16000	County Agent - Office Sup...	39.34
1111-1217-30-16202	County Agent - Travel - Gr...	230.00
1111-1217-30-16205	County Agent - Equipment..	251.64
1111-1217-30-16415	County Agent - Copier Ex...	186.53
1111-1218-36-16000	County Library - Office Su...	841.38
1111-1218-36-16421	County Library - Copier M...	19.27
1111-1218-36-16680	County Library - Books	1,483.70
1111-1219-33-16000	Rural Fire & EMS - Office ...	375.23

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Account Summary

Account Number	Account Name	Expense Amount
1111-1219-33-16200	Rural Fire & EMS - Travel ...	1,495.00
1111-1220-37-16300	Parks and Building Maint...	155.78
1111-1220-37-16311	Parks and Building Maint...	193.60
1111-1220-37-16330	Parks and Building Maint...	2,139.18
1111-1220-37-16480	Parks and Building Maint...	897.00
1111-1220-37-16503	Parks and Building Maint...	29,717.15
1111-1220-37-16520	Parks and Building Maint...	1,095.81
1111-1221-33-16200	Sheriff's Department - Tra...	221.00
1111-1221-33-16600	Sheriff's Department - Op...	153.87
1111-1221-33-16630	Sheriff's Department - Do...	65.00
1111-1221-33-17061	Sheriff's Department - Au...	3,641.06
1111-1223-30-16414	Other - Computer Mainte...	527.68
1111-1223-30-16760	Other - Autopsy and Men...	1,000.00
1111-1223-30-16820	Other - Contingencies	11,735.85
1111-1223-30-17100	Other - Special Events	316.80
1111-1223-31-16780	Other - Attorney's Other	7,463.75
1111-1223-35-16650	Other - Hosptial	1,267.00
1111-1223-35-17220	Other - Family Violence C...	15,000.00
1111-1230-31-16000	83rd District Court - Office..	987.57
1111-1231-30-16000	Risk Management - Office...	136.28
1111-1231-30-17065	Risk Management - Copier..	73.94
1111-1232-06-14100	Justice of the Peace #1	4,209.48
1111-1232-06-14110	Justice of the Peace #2	3,570.66
1111-1232-06-14120	Justice of the Peace #3	3,513.65
1111-1232-06-14130	Justice of the Peace #4	1,910.83
1111-1232-08-14170	Miscellaneous (Sundry)	14,660.98
1111-1247-37-16200	Community Center - Trave..	80.00
1111-1248-30-16000	Human Resources - Office...	259.64
1111-1248-30-16200	Human Resources - Travel...	609.50
1111-1248-30-16415	Human Resources - Copier	73.95
1111-1250-31-16001	District Attorney - Office ...	1,986.72
1111-1250-31-16201	District Attorney - Travel ...	1,155.40
1111-1261-30-16401	Animal Control Building	998.08
1111-1300-30-16430	Non-Departmental - Cafet...	499.50
1111-1300-30-16440	Non-Departmental - Me...	1,835.00
1111-1300-30-17265	Non-Departmental - Insur...	31,166.56
1111-1300-41-17510	Transfers to Payroll Cleari...	442,464.84
1134-1341-36-16066	Library Construction Cont...	11,433.00
1178-1111-34-16006	Tax Note 2016 Frontera	1,600.00
1178-1111-37-16007	Tax Note 2016 Informatio...	766.00
1222-1224-34-16000	Road and Bridge Office Su...	162.59
1222-1224-34-16010	Road and Bridge - Copier ...	78.44
1222-1224-41-16005	Transfer for Payroll	54,278.72
1222-1225-34-16200	Road and Bridge Pct. #1 - ...	28.00
1222-1225-34-17000	Road and Bridge Pct. #1 - ...	7,229.74
1222-1226-34-16200	Road and Bridge Pct. #2 - ...	56.00
1222-1226-34-17000	Road and Bridge Pct. #2 - ...	4,500.20
1222-1227-34-16200	Road and Bridge Pct. #3 - ...	112.00
1222-1227-34-17000	Road and Bridge Pct. #3 - ...	6,735.87
1222-1227-34-17010	Road and Bridge Pct. #3 - ...	18,852.42
1222-1228-34-16200	Road and Bridge Pct. #4 - ...	28.00
1222-1228-34-17000	Road and Bridge Pct. #4 - ...	3,020.25
1333-1229-38-17052	Interest and Sinking - Oth...	125.00
1333-1229-38-17261	Interest and Sinking - Inte...	364,793.39
1444-4444-30-12130	A/P Retirement	152,976.42
1444-4444-31-12070	A/P Insurance	149,731.80
1727-1111-31-16000	Law Library - Expenses	68.00
1732-1210-31-16000	DWI Program Fund - Expe...	220.80

Account Summary

Account Number	Account Name	Expense Amount
1807-1219-33-16000	Fire Reserves Fund - Offic...	6,466.00
1810-1111-30-16402	Building	1,150.00
2666-1071-33-26220	HIDTA Amistad Intell 201...	144.99
2666-1074-31-26170	Contractual and Professi...	1,088.00
2666-1074-31-26360	Supplies & Direct Operati...	984.98
3555-3900-00-16000	District Clerk Court Costs -...	2,837.32
3666-3900-00-16000	County Clerk Court Costs -...	31,018.70
3999-3900-00-16000	JP #1-4 Court Costs - Exp...	26,757.00
	Grand Total:	**1,455,183.00**

Project Account Summary

Project Account Key	Expense Amount
None	1,455,183.00
Grand Total:	**1,455,183.00**

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#15

Lease Pricing PROPOSAL

xerox™

Presented to VAL VERDE, COUNTY OF

By Jacqueline Rendon

On 1/10/2020

State or Local Government Negotiated Contract : 072804700

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C7030T (XEROX C7030 TRAY)	S/N 3UA298140 - Adding - 2/3 Hole Punch - Office Finisher Lx	Lease Term: 34 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 952994564 for C7030T S/N 3UA298140. Additional monthly cost: $29.42	1/10/2020

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C7030T	$183.09	1: Black and White Impressions	All Prints	N/A	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	N/A	
Total	$183.09	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 2/9/2020.

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

[redacted]

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VAL VERDE COUNTY
901 Bedell Ave. Suite A
Del Rio, TX 78840
PH: (830) 774-7584
FAX: (830) 775-9198

Emailed 11/21/19

PURCHASE ORDER

PO Number: 61640 **Date:** 11/20/2019

Requisition #: REQ-20344 **Vendor #:** 4809

Department: 83rd. Judicial Court

ISSUED TO: Xerox
P.O. Box 802555
Chicago, IL 60680-2555

SHIP TO: Val Verde County
Attn:Roy Musquiz Jr
400 Pecan St.
Third Floor Purchasing
Del Rio, TX 78840
(830) 774-7505

ITEM	UNITS	DESCRIPTION	VENDOR PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	83rd District - Copier Lease for C7030T FY18/19 Lease Term 36 months Commissioners Court Approval 11/13/2019		1111-1230-31-16415		0.00	1,384.00

Authorized by: Roy Musquiz Jr

SUBTOTAL:	1,384.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,384.00

NOTE: PURCHASE ORDER NUMBER MUST APPEAR ON INVOICE OR STATEMENT:FREIGHT CHARGES, TAXES, DELIVERY, DRAYAGE, ETC. MUST BE SHOWN AS A SEPARATE LINE OR INVOICE

"New"

Lease Pricing PROPOSAL

xerox™

Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 11/1/2019

State or Local Government Negotiated Contract : 072804700

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. C7030T (XEROX C7030 TRAY)	- No Post Script - Embedded 1-line Fax - Customer Ed - Analyst Services	Lease Term: Purchase Option:	36 months FMV	- Xerox WC 5335P S/N AE9900601 Trade-In as of Payment 72	11/15/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C7030T	$153.67	1: Black and White Impressions	1 - 5,000 5,001+	Included $0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0506	
Total	$153.67	Minimum Payments (Excluding Applicable Taxes)			

Court Approved
11-13-19

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 12/1/2019.

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

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#21

iDocket.com, LLC - Professional Services Agreement
Quartz - Judges Bench System
County of Val Verde – 83rd Judicial District

Project Description

The purpose of this contract is to provide the county of Val Verde, Texas, a license to utilize the Quartz - Judges Bench software system from iDocket.com assisting the Judge in providing better services for their office.

This software package (Quartz – Judges Bench) will allow the Judge's office to provide superior software management allowing the court to move towards a paperless environment.

Parties

This agreement is between iDocket.com, LLC, hereinafter referred to as "iDocket," a Texas Limited Liability Company, whose offices are located at 447 Hickory Hereford, Texas 79045; and;

Robert Cadena, solely in his capacity as 83rd Judicial District Judge of Val Verde County, Texas and not in his individual capacity, hereinafter referred to as Judge, whose address is 100 East Broadway, 3rd Floor, Del Rio, Texas, 78840.

Term

This agreement shall commence upon signature of all parties and shall remain in full force and effect for a period of one (1) year. This agreement will automatically renew annually unless either party notifies the other with at least 30 days notice of its intent to not renew this agreement.

Services and Products provided by iDocket

Software: iDocket agrees to provide software (Quartz – Judges Bench) allowing an area for private notes for judges/coordinators, electronically sign documents and send back to the clerk automatically, create templates for easy form creation that pulls data from the system, search related cases, improve reliability of related cases by merging persons with multiple cases, and easy access to any day's court docket and related information from the Class Act screen.

Hardware: The Judge's Office will provide PCs and networking hardware for their office needs. The PCs will include an acceptable operating system on PCs utilizing the Quartz – Judges Bench software. The Judge is responsible for all computer hardware and the hardware maintenance.

Implementation: iDocket will install the software in the Judge's Office. The installation process will include training and verification. Training will include demonstrating the features of the software to staff, providing instructions on the use of the software and answering questions about its use. Verification of the new applications will include integrity of newly entered data and functionality of the software.

Software Maintenance and Upgrades: iDocket shall provide maintenance for the software provided under this agreement stipulated under the **Costs** section contained herein. Software Maintenance also includes any software updates made to the software. Judge agrees to allow

iDocket to maintain the current release of software to ensure the latest enhancements and a uniform level of software for support. iDocket will coordinate and be responsible for the implementation of software upgrades.

Quality of Services

The software as provided by iDocket.com is designed for maximum uptime and stability. There may be times, however, when the system becomes unusable for a short period of time. In the event of a system problem, the Judge or designated staff is responsible for contacting iDocket support with all relevant information to the problem. The iDocket technical support will respond to problems in a timely manner, and will make a good faith effort to repair the problems as quickly as possible.

Services Provided by the Judge

Installation: If requested by iDocket, the Judge agrees to provide a staff member during the installation and conversion process for verification of the integrity of the software. Duties of the staff person may include, but are not limited to, specifying data content and location of data on current system, verifying the accuracy of case information as displayed by the new software and providing work flow details on managing current information, i.e. what information is entered at each stage of data entry.

Costs

Software License and Maintenance: The Judge agrees to pay iDocket a monthly support fee of two-hundred fifty dollars ($250.00)/ $3,000 per year for the Quartz - Judges Bench Software. Changes to support fees will be announced at least ninety days prior to the end of contract year with proper notice to the Judge's office.

Hardware: A PC will be designated as the "server" upon which the software database and any images will reside. The departments are responsible for hardware and hardware maintenance agreements. There are no hardware costs associated with this contract.

Use of Work Product

iDocket shall own the software, retaining all copyright and patent rights with respect to programs developed under this agreement.

Confidential Information

iDocket shall hold in trust for the Judge, and shall not disclose to any nonparty to the Agreement, any confidential information of the Judge's Department.

iDocket hereby acknowledges that during the performance of this contract, iDocket may learn or receive confidential Judge Office information and therefore iDocket hereby confirms that all such information relating to the Judge's business will be kept confidential by iDocket, except to the extent that such information is required to be divulged to the iDocket clerical or support staff or associates in order to enable iDocket to perform contractual obligations. Acceptance of this Agreement in no way limits or restricts the scope of services iDocket is able to perform outside this Agreement.

Termination of Agreement

Either party may terminate this agreement with written notice to the address stated herein in the event that either party fails to perform its obligations as stated within the above **Quality of Services** Provision. No such notice of termination shall be given, however, unless the party in default has been given prior written notice of its default and has failed to cure said default within ninety (90) days of notice.

The Judge can terminate this agreement by giving notice with at least thirty days prior notice to the anniversary of the agreement to not renew this agreement for another annual term. Upon termination of this agreement, 1) the Judge agrees to not use the software; and 2) iDocket agrees to provide the Judge with all their digital information (data) including document images on an electronic media in a standard industry format.

Disputes

Any disputes between the parties related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation cost equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Limited Warranty

iDocket warrants to the Judge's Office and County of Val Verde that the material, analysis, data, programs, and services to be delivered or rendered under this agreement will be of the kind and quality designated and will be performed by qualified personnel. iDocket makes no other warranties whether written, oral or implied, including without limitation warranty or fitness for purpose of merchantability. In no event shall iDocket be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to iDocket in advance or could have been reasonably foreseen by iDocket.

Applicable Law

iDocket shall comply with all applicable laws in performing Services stipulated in the agreement, but shall be held harmless for violations of any government procurement regulation to which it may be subject but to which reference is not made. This Agreement shall be construed in accordance with the laws of the State of Texas.

Complete Agreement

This agreement embodies the entire understanding of the parties in relation to the design, development, implementation, support, and maintenance of the Quartz - Judges Bench System Judge's software package.

Assignment

Either party may not assign this Agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

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Notices

Notices to iDocket shall be sent to:

Armando Balderrama, CEO
iDocket.com, LLC
P.O. Box 31023
Amarillo, TX 79120.

Notices to the Judge shall be sent to:

Hon. Robert Cadena, Judge
83rd Judicial District
100 East Broadway, 3rd Floor
Del Rio, Texas

In witness whereof, the parties have signed this agreement.

This contract contains a binding arbitration provision, which may be enforced by the parties.

County of Val Verde

Lewis G Owens 2-5-20

Judge Lewis G. Owens — Date
Val Verde County Judge

ARB 2/10//2020

Armando Balderrama, CEO — Date
iDocket.com

#22

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT, OF VAL VERDE COUNTY, TEXAS ACCEPTING TxCDBG CONTRACT NO. 7219085 BETWEEN VAL VERDE COUNTY AND TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2019 TxCDBG 7219085 COLONIA CONSTRUCTION FUND AND AUTHORIZING THE COUNTY JUDGE OF VAL VERDE COUNTY TO EXECUTE ALL DOCUMENTS RELATING TO SAID CONTRACT.

WHEREAS, Val Verde County has received an award letter dated December 20, 2019 from the Texas Department of Agriculture announcing an award in the amount of $1,000,000.00 in support of water improvements.

WHEREAS, the Commissioners Court of Val Verde County desires to enter into an agreement with Texas Department of Agriculture for the TxCDBG Contract No. 7219085; and

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

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

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

1. That the Commissioners Court of Val Verde County, Texas hereby accepts the Texas Department of Agriculture TxCDBG Contract No. 7219085 in the amount of $1,000,000.00. That the Commissioners Court of Val Verde County hereby authorizes the County Judge of Val Verde County to execute all documents related to the agreement.

3. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 5th Day of February 2020.

Lewis G. Owens Jr. County Judge
Val Verde County, Texas

Martin Wardlaw
Commissioner Pct. #1

Juan Carlos Vazquez
Commissioner Pct. #2

Robert "Beau" Nettleton
Commissioner Pct. #3

Gustavo Flores
Commissioner Pct. #4

ATTEST:

Generosa Gracia-Ramon
County Clerk

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

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TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

December 20, 2019

The Honorable Lewis Owens, Jr.
County Judge, Val Verde County
Address
Del Rio, Texas 78841

Dear Judge Owens:

I am pleased to inform you that the Texas Department of Agriculture (TDA) has approved a Colonia Fund: Construction (CFC) award for the County of Val Verde in the amount of $1,000,000 in support of water and sewer improvements. This project will be funded through the Texas Community Development Block Grant (TxCDBG) Program as Contract No. 7219085.

The contract is being drafted and should be emailed to you via DocuSign for electronic signing. The contract must be signed and returned within 30 days of receipt. In addition, TDA acknowledges receipt of your pre-agreement request for administrative and engineering services in your application and approves the request. Costs incurred on or after September 13, 2019 may be considered eligible if all other federal, state, and program requirements have been met.

In an effort to ensure funds are spent in a timely manner, TDA requires any issues related to the approved project to be addressed within 90 days after the date of this award letter - (4 T.A.C. 30.31(b)). Any issues TDA brings to your attention must be addressed within this 90-day period so that the contract can be written and funding for the project can be secured.

Thank you for your efforts on behalf of the citizens of Val Verde County. Please feel free to contact TxCDBG Program Specialist Aubrey-Ann Gilmore at 512-936-7894 should you have questions about the award.

Sincerely,

Suzanne Barnard
Office of Rural Affairs

P.O. BOX 12847
AUSTIN, TEXAS 78711

TEXASAGRICULTURE.GOV

(512) 463-7476
FAX: (888) 223-8861

2019 Colonia Fund Construction - CFC
Award Summary Information (2 CFR 200.331)

Grant Recipient name	Val Verde County
Grant Recipient Identifier (DUNS)	61-175-4136
Grant Contract Period	February 1, 2020 to January 31, 2022
Grant Contract Amount	$1,000,000
Project Description (FFATA)	Colonia Fund Construction

Federal Awarding Agency	U.S. Department of Housing and Urban Development
State Pass Through Agency	Texas Department of Agriculture
State Agency Contact	Suzanne Barnard Director for CDBG Programs PO Box 12847 Austin, TX 78711 (512) 463-7476
CFDA Name	Community Development Block Grant - State Program Grants
CFDA Number	14.228
R&D?	No
Indirect Costs?	No

This award is granted in the amount of $1,000,000 and initially funded through the sources described below. TDA may modify the source of funds without additional notification to include any of the below listed sources, so long as the total amount of funding awarded to the Grant Recipient is not reduced.

Federal Award Identification Number	Federal Award Date	Award Amount - This Action	Award Amount – To Date	Award Amount – Total Commitment
All CDBG	---	**$1,000,000**	$1,000,000	$1,000,000
B-19-DC-48-0001	7/29/2019	$1,000,000	$1,000,000	$1,000,000
B-18-DC-48-0001	9/24/2018			
B-17-DC-48-0001	11/3/2017			
B-16-DC-48-0001	8/17/2016			
B-15-DC-48-0001	8/27/2015			
B-14-DC-48-0001	7/28/2014			
B-13-DC-48-0001	7/31/2013			
B-12-DC-48-0001	5/2/2012			
B-11-DC-48-0001	7/18/2011			
B-10-DC-48-0001	5/26/2010			
B-09-DC-48-0001	7/1/2009			
B-08-DC-48-0001	3/27/2008			
B-07-DC-48-0001	5/17/2007			
B-06-DC-48-0001	4/7/2006			

#24

A201

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 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7219085.

WHEREAS, the County of Val Verde, Texas has received a 2019 Texas Community Development Block Grant award to provide water improvements, and;

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

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

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

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

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

The County Judge and County Auditor be authorized to execute contractual and environmental review documents between the Texas Department of Agriculture and the County for the 2019 Texas Community Development Block Grant Program.

The County Judge and County Auditor be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2019 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE, TEXAS ON THE 5TH DAY OF FEBRUARY 2020.

Lewis G. Owens Jr. County Judge
Val Verde County, Texas

Martin Wardlaw
Commissioner Pct. #1

Juan Carlos Vazquez
Commissioner Pct. #2

Robert "Beau" Nettleton
Commissioner Pct. #3

Gustavo Flores
Commissioner Pct. #4

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

ATTEST:

Generosa Gracia-Ramon
County Clerk

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A202

Depository/Authorized Signatories Designation Form

Grant Recipient Val Verde County TxCDBG Contract No. 7219085

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

Lewis G. Owens Jr.	Matthew Weingardt
(Name)	(Name)
Val Verde County Judge	Val Verde County Auditor
(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).

Lewis G. Owens Jr.	Matthew Weingardt
(Name)	(Name)
Val Verde County Judge	Val Verde 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.

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#25

George Paul Memorial Bullriding

WORLDS' GREATEST BULLRIDING

P.O. Box 421133 • Del Rio, Texas 78842
Phone (830) 775-9595

February 28, 2020

Honorable Lewis Owens and Val Verde Commissioners Court
Val Verde County Courthouse
Del Rio, Texas 78840

Re: Application, 43rd George Paul Memorial Xtreme Bull Riding,
April 24-25, 2020

Honorable Judge Owens and Commissioners

Gentlemen,

The completed application has previously been received by County Judge, Lewis Owens and the Commissioner's Court.

The 43rd George Paul Memorial Xtreme Bull Riding, the oldest, continuous stand-alone bull riding in the world, is excited to be sanctioned by the Professional Rodeo Cowboy's Association, (PRCA) the oldest Rodeo Association in the World. The event honors the late George Paul, one of the youngest world champions in the history of rodeo. At the age of 21 years old, he was crowned the RCA's (Forerunner of the PRCA) World Champion Bull Rider in 1968, not only becoming a World Champion but, also winning the National Finals Rodeo (NFR) after a historic feat of riding 79 consecutive bulls, a world record unmatched even today. George has been inducted into the Pro Rodeo Hall of Fame, in Colorado Springs, Colorado, the National Cowboy Hall of Fame in Oklahoma City, Oklahoma, The Texas Rodeo Hall of Fame in Fort Worth, Texas, and, also the Bull Riding Hall of Fame in Fort Worth, Texas. His recognition as a World Champion and Bull Riding Record Holder has never been eclipsed.

Your sponsorship of $ 4,800.00 once again will help promote Val Verde County through the PRCA website, PRCA Social Media including Facebook and Twitter, the ProRodeo Sports News, in both digital and printed format. Additionally, all

George Paul Memorial Bullriding
WORLDS' GREATEST BULLRIDING
P.O. Box 421133 • Del Rio, Texas 78842
Phone (830) 775-9595

points and dollars won by a bull rider at this year's George Paul Memorial Xtreme Bull Riding will help a cowboy realize a dream of competing at the National Finals Rodeo, which pays out 10 million dollars over ten days of competition in December in Las Vegas, where a World Champion Bull Rider will be crowned. Featuring Del Rio thru nation-wide television, the 43rd George Paul Memorial Xtreme Bull Riding will expose audiences to this historical event and its significance and promotes tourism to Del Rio's fabled area as a year-round destination.

Thanks for your support in years past and please contact me if I may answer any questions. Thanks again for assisting in presenting our incredible community to millions of bull riding fans and outdoor enthusiasts the world over.

Very truly yours,

Bobby & Bonnie Paul

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#20

AMENDMENT NO. 1

ADMINISTRATIVE SERVICES CONTRACT

COLONIA SELF-HELP CENTER PROGRAM

VAL VERDE COUNTY SELF-HELP CENTER CONTRACT NO. 7217013

STATE OF TEXAS

COUNTY OF VAL VERDE

This Amended Agreement for Services ("Contract") is made and entered into by and between the County of Val Verde, a political subdivision of the State of Texas, referred to as the "County" and Equity Community Development Corporation, a Texas nonprofit corporation with tax-exempt 501(c)(3) status, as determined by the IRS, referred to as "ECDC." The parties have severally and collectively agreed and by the execution of this Contract are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

RECITALS

WHEREAS, the parties are now executing this Contract to clarify the obligations in the Original Administrative Services Contract as well as to amend the terms and obligations as stated herein; and

WHEREAS, the Texas Department of Housing and Community Affairs has approved the award of an additional $1,000,000 to the County of Val Verde in the form of a separate contract, with a maximum potential time period of four and one-half years, under the Colonia Self-Help Center Program; and

WHEREAS, the County of Val Verde desires to expand the terms of the Original Administrative Services Contract to include the administration of the additional Colonia Self-Help Center Program award; and

WHEREAS, the Parties desire to amend the Original Administrative Services Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

The Parties agree to amend the Period of Performance Section of the Original Administrative Services Contract, as follows:

> This contract shall commence on February 1, 2018 and terminate on January 31, 2026, unless otherwise specifically provided by the terms of this Contract.

SECTION 2.

The Parties agree to amend the Performance Section of the Original Administrative Services Contract to include the administration of the additional Colonia Self-Help Center Program contract of $1,000,000 to be awarded during Fiscal Year 2020.

SECTION 3.

The parties agree that, except as amended hereby, all the remaining terms and provisions of the Contract shall be and remain in full force and effect.

WITNESS OUR HANDS EFFECTIVE:

VAL VERDE COUNTY

By: _____
The Honorable Lewis Owens, County Judge, County of Val Verde

Date: 2-5-20

EQUITY COMMUNITY DEVELOPMENT CORPORATION

By: _____
Robert Stevenson, Executive Director

Date: 2/6/20

#27

VAL VERDE COUNTY FAIRGROUNDS
LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and **Do Portugal Circus** ("Lessee") acting by and through **Norberto Damian Castro Portugal,** for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on **February 20, 2020** and end on **February 23, 2020** at 12:00 AM for use of the **open field** located at the Val Verde County Fairgrounds. The event days are as follows:
2/20/2020, 2/21/2020, 2/22/2020 & 2/23/2020.
(Set up days shall be on 2/18/20 & 2/19/20)
(Removal of equipment shall be on 2/24/20 & 2/25/20)

2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning **2/20/2020** and ending **2/23/2020**:

___ small arena	___ grandstands
___ large arena	___ office space
___ concession	___ pavilion
___ restrooms	_x_ open field (next to water tank)
___ parking lot	___ race track

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

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of **$1,000.00** per event day for the use of the open field, payable when the contract is executed. In addition, a deposit in the amount of **$500.00** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement (deposit is for arena and pavilion are included. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

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

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is inacceptable condition an after-Lessor's agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.

7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on _ . This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.

8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.

9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

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

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

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at _____. on _____ through _____ at _____.
    Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.

11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of **$1,000,000.00** that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**

13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."

14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.

15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.

18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.

21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.

23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not

reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

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

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

EXECUTED in MULTIPLE ORIGINALS on this 28 day of January, 2020.

Lewis G. Owens, County Judge
On behalf of Val Verde County

On behalf of (lessee)

Presented to Val Verde Commissioners Court on 2/5/20 and made a part of the court's minutes.

#28

TxCDBG REQUEST FOR PAYMENT

Grant Recipient: Val Verde County

Contract No.: 7217013 Request No: 12 Region: MRGDC

Note: All shaded field headers are interactive buttons that contain helpful information to complete this form.

Contract Period: From: 2/1/2018 To: 2/1/2022 Period Covered by this Report: From: 2/1/2018 To: 01/28/2020

Activity Number A	Budget B	This Request C	Total Drawn D	Balance (B-C-D)	% of Activity Budget Drawn
05 - Public Services	$ 150,000.00	$ 0.00	$ 72,868.13	$ 77,131.87	49%
14A - Rehab Single Unit Res	$ 720,000.00	$ 50,980.44	$ 345,197.23	$ 323,822.33	55%
21A - General Administration	$ 225,000.00	$ 0.00	$ 112,500.00	$ 112,500.00	50%
12 - Construction of Housing	$ 405,000.00	$ 0.00	$ 179,348.54	$ 225,651.46	44%
Total Grant Funds:	**$1,500,000.00**	**$ 50,980.44**	**$ 709,913.90**	**$ 739,105.66**	
Matching Funds:				$ 0.00	

Note: Submit supporting documentation for all costs in Column C, including costs paid through matching funds.

Total Grant Funds Requested To Date:	Total Match Funds Expended To Date:	
$ 760,894.34		0 percent match funds to grant funds expended

REMARKS: (if construction funds are drawn and $0 match is reported, provide explanation)

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).

Lewis G. Owens, Jr.	County Judge	Lewis G Owens	2-5-20
Name of 1st Authorized Certifying Official	*Title*	*Signature of Authorized Certifying Official*	*Date*
MATTHEW S. KINGHORN	Court Admin	Matt S. Kinghorn	2-5-20
Name of 2nd Authorized Certifying Official	*Title*	*Signature of Authorized Certifying Official*	*Date*

TDHCA CERTIFICATION ONLY:

By my signature below, I certify that the attached Grant Payment Request has been reviewed by TDHCA staff for compliance with all federal and state requirements for CDBG funding, as well as programmatic requirements for Colonia Self-Help Centers as determined by the Texas Department of Housing and Community Affairs - Office of Colonia Initiatives.

Form must be signed and dated by authorized signatories.

This form required as of September 1, 2016.
All previous versions no longer valid.

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Texas Department of Housing and Community Affairs
Colonia Self Help Center Program

EQUAL HOUSING OPPORTUNITY

Residential Rehabilitation Draw Checklist
(Rehabs, Utilities Connections, Small Home Repair)

County: Val Verde Contract Number: 7217013

Homeowner: Rodolfo Flores

Address: 200 Gyna Dr., Cienegas Terrace Colonia, Val Verde County

Guidelines maximum amount for activity on this home? $60,000.00 CSHC funds going into this home: $54,250.00

The following forms must be submitted prior to approval of construction draw requests:

Date the Contractor was cleared (Form 13): _____ Date Notice to Proceed (Form 14) signed: _____

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Utilities Connections

Type of Connection: _____

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, receipts for materials, procurement costs/fees, and FEMA equipment rates.
Attach Forms 3, 13, 20, 28 and 30 (15 and 29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) detailing address, type of work completed, fees, date of service, and change order(s) if applicable.
Provide documentation and Forms 3, 13 and 28 to the county.

Small Home Repair

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, receipts for materials, procurement costs/fees, FEMA equipment rates, and photos of completed work.
Attach Forms 3, 12, 20, 28 and 30 (29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) and/or receipts detailing address, type of work completed, date of service, fees, initial inspection report, work write-up with actual materials costs, and photos of completed work.
Provide documentation and Forms 3, 12 and 28 to the county.

Residential Rehab

☒ Initial Draw Request - Work performed by CSHC Provider

Copy of the awarded bid work write-up with costs per spec item, initial inspection report, itemized invoice(s) detailing address, type of work completed, date(s) of service, and fees.
Provide documentation and Forms 3, 13, 14, and 28 (15 as applicable) to the county.

☐ Subsequent Draw Request(s) - Work performed by CSHC Provider

Copy of the awarded bid work write-up, itemized invoice(s) detailing address, type of work completed, date of service, and fees.
Provide documentation and Form 28 (15 as applicable) to the county.

☐ Final Draw Request - Work performed by CSHC Provider

Copy of the awarded bid work write-up, itemized invoice(s) detailing address, type of work completed, date of service, fees, final inspection report, evidence of property insurance (flood insurance if applicable), copy of Promissory Note and recorded Deed of Trust detailing affordability period if applicable.
Provide documentation and Form 28 (15 as applicable) to the county.

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Direct Delivery Administration (for county employees only)

☐ Salaries - Only actual hours worked directly on the CSHC for this address are eligible for reimbursement and must be documented. Support documentation must include the timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, and all other invoices and documents directly relating to this home. *Attach Form 20 (21, 29 and 30 as applicable).*

The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

☒ All required documentation has been reviewed, approved and submitted.

County Representative Signature: Lewis G Owens Date: 2-5-20

County Representative Printed Name: Lewis G. Owens Jr.

☐ All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature: _____ Date: _____

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

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#29

Appointment of Labor Standards Officer

A701

(Submit form to **Labors@TexasAgriculture.gov**)

Grant Recipient: Val Verde County Contract No: 7219085

I, Lewis G. Owens Jr. Val Verde County Judge (Print Mayor/County Judge) hereby appoint Carl Esser–Esser & Company Consulting LL (Print Name)

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

Appointed Labor Standards Officer Name:	Carl Esser - Esser & Company Consulting LLC				
Address:	702 Ashby Drive S.				
City:	Uvalde	State:	Tx.	Zip:	78801
Telephone Number:	(830) 278-1423	Fax Number:	(830) 261-5125		
Email Address:	carl.esser@hotmail.com				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: Carl Esser (Labor Standards Officer) Date: 2/5/2020

Appointed by: Lewis G. Owens Jr. Title: Val Verde County Judge

Signature: Lewis G Owens Date: 2/5/2020

09/01/2019

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#30

Val Verde County Child Welfare Board

173 Wildcat Drive

Del Rio, TX 78840

(830) 703-7756

January 28, 2020

Dear Judge Owens,

Our organization is dedicated to helping our local children in need under the Department of Family and Protective Services. Our mission as the Val Verde County Child Welfare Board is to support and promote the well-being of our children within the local community. We are fully dedicated to improving the quality of life and ensuring a safe environment for those children and their families. We have helped many children by providing necessities needed to sustain a healthy well-being and environment.

Our funds go towards helping the local children in need. In order to continue to have funds for the organization to provide for these children and their families, we hold fundraisers annually. We are asking to be able to hold a rummage sale at the Val Verde County Fairgrounds in the morning of Saturday, February 29, 2020.

Your contribution will help us work towards our mission. Thank you for your time and hope to receive a response soon. We appreciate your support.

Respectfully,

Krystal Lopez

Krystal Lopez

President of VVC Child Welfare Board

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#32

ENGINEERING/ARCHITECTURAL SERVICES

PART I
AGREEMENT

THIS AGREEMENT, entered into this 5th day of February, by and between the County of Val Verde hereinafter called the "County", acting herein by Lewis Owens, County Judge, hereunto duly authorized, and KSA Engineers, Inc. hereinafter called "Engineer"/"Firm," acting herein by Mr. Joncie H. Young, Director of Municipal Services.

WITNESSETH THAT:

WHEREAS, the County of Val Verde desires to construct the following:

The administration of plans and bidding under the Community Development Block Grant.

The improvements include approximately 14,200 linear feet of water line in Rise Estates, 13,800 linear feet in San Felipe Pastures and 10,400 linear feet in Vega Verde Estates. The improvements also include meters, backflow preventers, valves and fire hydrants. The county will obtain all necessary utility easements for the installation of the new water line alignment. under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by Texas Department of Agriculture (TDA); and Whereas the County desires to engage KSA Engineers, Inc. to render certain engineering services in connection with the TxCDBG Project, Contract Number 7219085.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on February 5, 2020. In any event, all of the services required and performed hereunder shall be completed no later than February 5, 2022.
3. Local Program Liaison - For purposes of this Agreement, the County Commissioners, Precinct 1 Martin Wardlaw, Precinct 2 Juan Carlos Vazquez, Precinct 4 Gustavo Flores or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records – The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the County's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment –The maximum amount of compensation and reimbursement to be paid hereunder for project engineering services shall not exceed $ 90,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
   a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.

a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

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

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:

Honorable Lewis Owens Jr.
County Judge

BY: **KSA ENGINEERS, INC.**

Joncie H. Young, P.E. 1/23/2020
Director of Municipal Services

PART II

SCOPE OF SERVICES

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

SCOPE OF SERVICES – APPLICATION PREPARATION

1. Attend preliminary conference with the County regarding the requirements of the project
2. Complete preliminary survey and design related to application preparation
3. Prepare a project description
4. Prepare a preliminary construction cost estimate and preliminary exhibits.

SCOPE OF SERVICES – PROJECT ENGINEERING

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
3. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
4. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
5. Conduct bid opening and prepare minutes.
6. Tabulate, analyze, and review bids for completeness and accuracy.
7. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
8. Make periodic site visits during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
9.
10. Conduct interim/final inspections.
11. Revise contract drawings to show the work as actually constructed, and furnish the County with a set of "record drawings" plans.
12. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.

2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
4. The Firm will include in all contracts and subcontracts in excess of $150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of $50,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of $10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:

   a. Prime construction contracts in excess of $2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);

   b. Prime construction contracts in excess of $2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)

   c. Contracts greater than $10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);

   d. Section 3 of the Housing and Urban Development Act of 1969;

   e. Contracts exceeding $100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);

   f. For contracts in excess of $100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and

   g. For procurement of recovered materials where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

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

PART III -

PAYMENT SCHEDULE

County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee	Fee Amount
• Approval of Preliminary Engineering Plans by County	30	$ 27,000
• Approval of Final Engineering Plans by County	20	$ 18,000
• Completion of Advertising, Bidding and Contractor Award	25	$ 22,500
• Completion of Construction Phase	20	$ 18,000
• Completion of Final Closeout Assessment and submittal of "As-Built" to County	5	4,500
Total	100%	$90,000

SPECIAL SERVICES

The fee for all other Special Services shall not exceed a total of N/A and 00/100 Dollars $ (0.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

2. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

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

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

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

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

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

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

   a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

   b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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

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

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

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

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

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

12. Conflicts of Interest.

    a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and

the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

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

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

13. Conflicts Disclosure Statement. (Sec. 176.003 in Chapter 176 of the Local Government Code)
    a. A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
        1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and
        2) the vendor:
        (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
        (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.

        (a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.

        (a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.

    b. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

14. Debarment and Suspension (Executive Orders 12549 and 12689)
    The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or

suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

During the performance of this Agreement, the Firm agrees as follows:

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

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

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

    b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

    c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

    d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

    e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

    f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

    g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

20. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. Reporting Requirements - The Firm shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

22. Patent Rights and Inventions -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Copyrights and Rights in Data - The Firm shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).

24. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

25. Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

26. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code

PART V

PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	10
Complete Preliminary Design Phase	90
Complete Final Design Phase	180
Submit Plans & Specs for Review by Owner/Reviewing Agency	180
Approval of Plans & Specs by Owner	200
Approval of Plans & Specs by Reviewing Agency	200
Advertise for Bids (minimum 2 notices)	220
Open Bids	230
Award Bid	260
Execute Construction Contract	280
Start Construction Phase	300
Complete Construction Phase	700

#34

TxCDBG CONTRACT AMENDMENT/MODIFICATION REQUEST A1101

Grant Recipient Name: Val Verde County Contract No 7218075 Region MRGDC

Amendment No 1 Start Date 04/23/2018 End Date 04/22/2020 Contract Amount $500,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

☐ Exhibit A Performance Statement ☐ Exhibit B Budget ☒ Contract Period (extension) ☐ Special Conditions

☐ Other

What changes are proposed for the contract?

Why are the proposed revisions requested for this contract?

Due to extenuating circumstances Val Verce County is requesting a six (6) month extension to complete all activities.

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements? No *TDA concur*

For Contract Extension Amendment Requests

Proposed New End Date: 10/21/2020 Length of Requested Extension in Months 6

How many previous extensions have been approved? 0 Total Requested Extension in Months 6

Describe the extenuating circumstances beyond the control of the Grant Recipient that will prevent completion of the project within the current contract period. If a previous extension has been approved, the explanation must address extenuating circumstances **since the previous extension request** was submitted.

Due to the extreme rainfall and flooding event of September - October 2018 Val Verde County was identified and included in the Presidential Declaration on February 24, 2019 which resulted in the FEMA 4416 - DR - TX event. Val Verde County sustained approximately $942,539.00 in damages to their county transportation infrastructure system. Val Verde County utilized force account labor, equipment, and material resources to restore the county's transportation infrastructure system to pre-disaster design. As a result of these emergency repairs the installation of the waterlines were delayed for TxCDBG Contract No. 7218075. Val Verde County is now able to proceed with the waterline installations using the Val Verde County Road Department Force Account labor and equipment. Val Verde County is requesting an additional six (6) months to complete these activities, as outlined in the revised implementation schedule with this request. Your favorable consideration to Val Verde County's extension request is most appreciated, Lewis G. Owens Jr. Val Verde County Judge.

Required as of September 1, 2019 for all requested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

Provide any other appropriate information about this request in the space below:

Supporting Documents Attached (if applicable):

☐ Revised Exhibit A (using track changes) ☐ Revised Exhibit B (using track changes) ☐ Resolution and Notice of Public Hearing
☐ Engineer's letter ☐ Revised Project Map ☒ Revised Implementation Schedule
☐ Other

By my signature, I certify that the above is true and accurate and hereby request the contract change:

Lewis G Owens Jr / County Judge / 2-5-20
Signature of Authorized Signator / Title / Date

Notifications:

Mailing Address	Honorable Lewis G. Owens Jr. Val Verde County Judge P. O. Box 4250 Del Rio. Texas 78841
Email Address for Grant Recipient	lowens@valverdecounty.texas.gov
Other Email Address (list address for persons to be included in notification)	Mr. Tom Garcia, Administrative Assistant to County Judge, tgarcia@valverdecounty.texas.gov Yulissa Rivera, yrivera@valverdecounty.texas.gov Debbie Esser, Grant Consultant debbieesser@yahoo.com Carl Esser, Grant Consultant carl.esser@hotmail.com

TDA Action: ☐ Notes Attached

	Contract Specialist Approval	Management Approval
Date		Date

IDIS Change Made:
CAPPS Change Made:

Required as of September 1, 2019 for all requested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

Val Verde County 7218075

CONTRACT START DATE	CONTRACT END DATE	Proposed New End Date
April 23, 2018	April 22, 2020	October 21, 2020

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

Activity To Be Completed by Date Specified:		**Milestone Date**	**Revised Schedule**
Procurement of Professional Services Completed	Month 2	6/23/2018	
4-Month Conference Call / Meeting Completed [1]	Month 4	8/23/2018	
Plans and Specifications Completed	Month 6	10/23/2018	01/09/2019
Plans and Specifications Submitted for Approval (as required [1])	Month 6	10/23/2018	01/09/2019
Environmental Review Completed	Month 6	10/23/2018	8/8/2018
Clearance of Pre-Construction Special Conditions	Month 8	12/23/2018	03/08/2019
Wage Rate 10-Day Confirmation	Month 8	N/A	N/A
Construction Contract Awarded & Executed	Month 9	01/23/2019	03/06/2019
Construction - 50% TxCDBG project complete	Month 14	06/23/2019	05/21/2020
Construction - 75% TxCDBG project complete	Month 17	09/23/2019	07/21/2020
Construction - 90% TxCDBG project complete	Month 19	11/23/2019	09/21/2020
Construction & Final Inspections Completed	Month 20	12/23/2020	10/15/2020
End Date of Contract	Month 24	4/22/2020	10/21/2020
Close-out documents submitted to Department (60 days after End Date)	Month 26	6/20/2020	12/20/2020

[1] See TxCDBG Project Implementation Manual

#39

Texas Department of Transportation

Amendment Request Application
Online version 4/2006

Approved __X__ Rejected ____

On 1/28/2020

By Lydia Segovia

Amendment Request #1

To : The Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation
Laredo District, Texas

Date	1/28/2020
Application No.	LRD20190201083559
District App. No.	8431
Highway	RM 2523
Maintenance Section	Val Verde County Maintenance (Del Rio)
County	Val Verde

We request to amend the proposed utility facility installation as described below:

Changed Item(s)	Old	Revised
Begin Date	6/3/2019	3/1/2020
Finish Date	9/3/2019	6/1/2020
Longitude	-100.84	-100.84
Latitude	29.38	29.38
Route	RM2523	RM2523
Control Section	159201	159201

All other requirements and provisions remain the same. If this amendment is approved, a copy will be kept at the job site at all times, along with the Notice of Proposed Installation and corresponding approval.

Utility Installation Owner	County of Val Verde
By	Lewis Owens
Title	Val Verde County Judge
Address	400 Pecan Street, 1st Floor
	Del Rio, TX 78840
Phone No.	830-774-7501
E-mail address	lowens@valverdecounty.texas.gov

#41

TxCDBG CONTRACT AMENDMENT/MODIFICATION REQUEST A1101

Grant Recipient Name: Val Verde County Contract No 7218026 Region MRGDC

Amendment No. 1 Start Date 06/01/2018 End Date 05/31/2020 Contract Amount $350,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

☒ Exhibit A Performance Statement ☐ Exhibit B Budget ☒ Contract Period (extension) ☐ Special Conditions

☐ Other

What changes are proposed for the contract? Change in method to accomplish purpose described in the original project

Why are the proposed revisions requested for this contract?

Due to extenuating circumstances Val Verde County is requesting a six (6) month extension to complete all activities. Additionally due to the encounter of rock within the proposed waterline route, specialized equipment is being requested to be used for this project.

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements? No *TDA concur*

For Performance Statement Amendment/Modification Requests

Do the proposed revisions address the same problem identified in the current Performance Statement? (Select One)

Yes, same activity addressing the same problem

Do the proposed revisions change the beneficiaries of the contract? (Select One)

No, the beneficiaries indicated in the Performance Statement are accurate for the proposed project.

Do the proposed revisions change the locations as described in the Performance Statement? (Select One)

No, the locations described in the Performance Statement are accurate.

How significant are the proposed revisions? (Select One)

For project with target area benefit: all work within same target area.

Is a previously conducted Environmental Review still valid? (Select One) *TDA concur*

Yes, the Review has been re-evaluated per 24 CFR §58.47 and remains valid.

Are all clearances previously submitted for contract Special Conditions still valid? (Select One)

Yes, the clearances have been re-evaluated and remain valid.

How will the proposed improvements be completed? (Select One)

Included in existing construction contract as awarded.

Will the project be completed by the contract end date? (Select One)

No, Extension Request included

Original level of environmental review:

Environmental Assessment

STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 and §58.6			
Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5	Are formal compliance steps or mitigation required?	Differs from original review?	Compliance Determinations and/or mitigation measures required as a result of project changes (40 CFR 150.2(c))
Contamination and Toxic Substances 24 CFR Part §50.3(i) & §58.5(i)(2)	No	No	None

Required as of September 1, 2019 for all requested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	No	No	None
Explosives and Flammable Hazards 24 CFR Part 51 Subpart C	No	No	None
Farmlands Protection Farmland Protection Act of 1981, particularly sections 1504 (b) and 1541; 7 CFR Part 658	No	No	None
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes	No	None
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes	No	None
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes	No	None

Summary of Findings and Conclusions following Environmental Review Re-Evaluation:

There are no changes due to the Environmental Review Re-Evaluation

Responsible Entity

By executing the A1101 Contract Amendment/Modification Request which includes the above listed changes to the Exhibit A Performance Statement, the signatory certifies that he/she is authorized to and, does accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement for all these responsibilities in his/her capacity of certifying officer of the responsible entity.

This signed document and related supporting material must be retained on file by the Responsible Entity in the Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Lewis A Owens | 2-5-20 | Lewis G. Owens Jr. County Judge

Signature of Responsible Entity | Date | Printed Name and Title

For Contract Extension Amendment Requests

Proposed New End Date: 11/30/2020 Length of Requested Extension in Months 6

How many previous extensions have been approved? 0 Total Requested Extension in Months 6

Describe the extenuating circumstances beyond the control of the Grant Recipient that will prevent completion of the project within the current contract period. If a previous extension has been approved, the explanation must address extenuating circumstances **since the previous extension request** was submitted.

Due to the extreme rainfall and flooding event of September - October 2018 Val Verde County was identified and included in the Presidential Declaration on February 24, 2019 which resulted in the FEMA 4416 - DR - TX event. Val Verde County sustained approximately $942,539.00 in damages to their county transportation infrastructure system. Val Verde County utilized force account labor, equipment, and material resources to restore the county's transportation infrastructure system to pre-disaster design. As a result of these emergency repairs the installation of the waterlines were delayed for TxCDBG Contract No. 7218026. Val Verde County is now able to proceed with the waterline installations utilizing Precinct 4 personnel and volunteers. Val Verde County is requesting an additional six (6) months to complete these activities, as outlined in the revised implementation schedule with this request. Additionally Val Verde County is requesting specialized equipment to be used due to encountering rock during the installation. Your favorable consideration to Val Verde County's extension request is most appreciated. Lewis G. Owens Jr. Val Verde County Judge.

Required as of September 1, 2019 for all requested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

Provide any other appropriate information about this request in the space below:

Supporting Documents Attached (if applicable):

☒ Revised Exhibit A (using track changes) ☐ Revisec Exhibit B (using track changes) ☐ Resolution and Notice of Public Hearing

☐ Engineer's letter ☐ Revised Project Map ☒ Revised implementation Schedule

☐ Other

By my signature, I certify that the above is true and accurate and hereby request the contract change:

Lewis G Owens — Signature of Authorized Signator

County Judge — Title

2-5-20 — Date

Notifications:

Mailing Address	Honorable Lewis G. Owens Jr. Val Verde County Judge P. O. Box 4250 Del Rio, Texas 78841
Email Address for Grant Recipient	lowens@valverdecounty.texas.gov
Other Email Address (list address for persons to be included in notification)	Mr. Tom Garcia, Administrative Assistant to County Judge, tgarcia@valverdecounty.texas.gov Yulissa Rivera, yrivera@valverdecounty.texas.gov Elizabeth Ferrino, eferrino@valverdecounty.texas.gov Debbie Esser, Grant Consultant debbieesser@yahoo.com Carl Esser, Grant Consultant carl.esser@hotmail.com

TDA Action: ☐ Notes Attached

	Contract Specialist Approval	Management Approval
Date		Date

IDIS Change Made:

CAPPS Change Made:

Required as of September 1, 2019 for all recuested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

EXHIBIT A

PERFORMANCE STATEMENT

COUNTY OF VAL VERDE

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

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

CURRENT NEED

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

ACTIVITIES

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

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

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

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

Acquisition

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

Engineering

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

VOL. 56 PG. 596

General Administration

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

VOL. 56 PG. 597

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

Val Verde County 7218026

CONTRACT START DATE	CONTRACT END DATE	Proposed New End Date
June 1, 2018	May 30, 2020	November 30, 2020

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

Activity To Be Completed by Date Specified:		**Milestone Date**	**Revised Schedule**
Procurement of Professional Services Completed	Month 2	6/23/2018	
4-Month Conference Call / Meeting Completed [1]	Month 4	8/23/2018	
Plans and Specifications Completed	Month 6	12/1/2018	12//1/2018
Plans and Specifications Submitted for Approval (as required [1])	Month 6	12/1/2018	12/1/2018
Environmental Review Completed	Month 6	12/01/2018	9/7/2018
Clearance of Pre-Construction Special Conditions	Month 8	02/01/2019	5/2/2019
Wage Rate 10-Day Confirmation	Month 8	N/A	N/A
Construction Contract Awarded & Executed	Month 9	03/01/2019	05/01/2019
Construction - 50% TxCDBG project complete	Month 14	08/01/2019	6/01/2020
Construction - 75% TxCDBG project complete	Month 17	09/23/2019	08/01/2020
Construction - 90% TxCDBG project complete	Month 19	11/23/2019	10/01/2020
Construction & Final Inspections Completed	Month 20	12/23/2020	11/01/2020
End Date of Contract	Month 24	4/22/2020	11/30/2020
Close-out documents submitted to Department (60 days after End Date)	Month 26	6/20/2020	01/29/2021

[1] See TxCDBG Project Implementation Manual

#42

TxCDBG Request for Payment

A203

Grant Recipient: Val Verde County Contract No: 7218026 Request #: Draw 11

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03J	$ -	$ -	$ -	$0.00	#DIV/0!
Acquisition 03J	$ 5,000.00	$ -	$ -	$5,000.00	100.00%
Construction 03J	$ 237,774.68	$ -	$ (220,022.73)	$17,751.95	7.47%
Engineering 03J	$ 47,625.00	$ -	$ (42,862.50)	$4,762.50	10.00%
Construction 14A	$ 17,725.32	$ -	$ (17,725.32)	$0.00	0.00%
Engineering 14A	$ 1,875.00	$ -	$ (1,687.00)	$188.00	10.03%
Admin 21A	$ 40,000.00	$ (8,800.00)	$ (23,200.00)	$16,800.00	42.00%
Totals:	$ 350,000.00	$ (8,800.00)	$ (305,497.55)	$44,502.45	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		6/1/2018		
All Professional Services Contracts Awarded:	9/11/2017	8/1/2018		-10.8
4-month Conference Call:	7/15/2018	10/1/2018		-2.6
Plans and Specs Completed/Approved by Locality:	12/12/2018	12/1/2018		0.4
Environmental Review Submitted:	9/7/2018	12/1/2018		-2.8
All pre-construction Special Conditions cleared:	5/2/2019	2/1/2019		3.0
Construction Start:	5/22/2019	3/1/2019		2.7
50% of TxCDBG funds obligated:	5/1/2019	3/1/2019		2.0
Construction 50% Complete:	8/1/2019	8/1/2019	6/1/2020	-10.2
Construction 75% Complete:	11/1/2019	11/1/2019	8/1/2020	-9.1
Construction 90% Complete:	1/1/2020	1/1/2020	10/1/2020	-9.1
Construction & Final Inspection Completed:	2/1/2020	2/1/2020	11/1/2020	-9.1
End Date:	5/30/2020	5/30/2020	11/30/2020	-6.1
Project Completion Report Submitted:	7/29/2020	7/29/2020	1/29/2021	-6.1

Remarks / Comments:

Period Covered:	7/19/2019	to	1/30/2020	If outside contract period, select:	

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).

Lewis G. Owens Jr.	Couty Judge	Lewis G Owens	2-5-20
Name of 1st Authorized Signatory	Title	Signature of Authorized Official	Date
Matthew Weingardt	County Auditor	Matthew Weingardt	2-5-20
Name of 2nd Authorized Signatory	Title	Signature of Authorized Official	Date

ESSER & COMPANY CONSULTING LLC
702 ASHBY DRIVE S.
UVALDE, TEXAS 78801
(830) 278-1423 PHONE
(830) 278-1555 FAX

January 30, 2020

Honorable Lewis G. Owens Jr. County Judge
Val Verde County Courthouse
400 Pecan Street
Del Rio, Texas 78840

Ref: Esser & Company Consulting LLC Invoice No. 2 for Administrative Services, TxCDBG Contract No. 7218026

Dear Judge Owens:

In accordance with the terms of the above referenced contract as specified in the Scope of Services, we submit the following:

Billing Phase	% of Contract	Fee	Percent Complete	Earned	Previous Fee Billing
Establishment of Record Keeping System	5%	$2,000.00	100%	$2,000.00	2,000.00
Completion of Environmental/ Special Conditions Clearance	20%	$8,000.00	100%	$8,000.00	6,400.00
Completion of all Acquisition Activities	5%	$2,000.00	0%	$00.00	00.00
Completion of the Bid/Contract Award Process	20%	$8,000.00	100%	$8,000.00	800.00
Labor Standard Compliance/ Completion of Construction	10%	$4,000.00	10%	$400.00	400.00
Comply with EEO/Fair Housing Requirements	10%	$4,000.00	100%	$4,000.00	4,000.00
Program and Financial Management	20%	$8,000.00	10%	$800.00	800.00
Filing of all required Close-Out Information	10%	$4,000.00	0%	$0.00	00.00
Total Fee		$40,000.00		$23,200.00	14,400.00

Total this Invoice **$8,800.00**
(Reimburse from TxCDBG Grant)

Respectfully,

Carl Esser

Carl Esser, Consultant
Esser & Company Consulting LLC

#44

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Zavala County, Texas (hereinafter "County") effective February 5, 2020.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES**: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES**: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION**: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY**: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .580 per mile. Ambulance

transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of $26.11 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

1.05 **SPECIAL PROGRAMS**: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY**: The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE**: The per diem rate for detention services under this agreement is Sixty-four dollars and five cents ($74.71) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE**: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:	OR make check payable to:	Or make remittance by ACH to:
The GEO Group, Inc.	The GEO Group, Inc.	The GEO Group, Inc
C/O Bank of America	P.O. Box 281560	C/O Bank of America
ABA Routing #0260-0959-3	Atlanta, GA 30384-1560	ABA #111-000-012
Account #3751223010		Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III
TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.

3.02 **RENEWALS**: This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

3.03 **TERMINATION**: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW**: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY**: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCE**: Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT**: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE**: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Val Verde County Correctional Facility
253 FM 2523 Hamilton Lane
Del Rio, Texas 78840

To County: **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE**: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS**: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE**: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY**: By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

ZAVALA COUNTY, TEXAS

By:_____
(As Authorized and approved by
Zavala County Commissioners Court
Dated:_____)

Date Signed:_____

_____
_____,County Treasure

Date Signed:_____

_____
Eusevio Salinas, County Sheriff

Date Signed:_____

ATTEST:
This_____day of _____,2020

_____
_____, County Clerk

VAL VERDE COUNTY, TEXAS

By:_____
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated:_____)

Date Signed:_____

COPY

_____
Matthew Weingardt, Val Verde County Auditor

Date Signed:_____

_____
Joe Frank Martinez, Val Verde County Sheriff

Date Signed:_____

ATTEST:
This_____day of _____, 2020

_____
Generosa Gracia-Ramon, Val Verde County Clerk

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Terrell County, Texas (hereinafter "County") effective February 5, 2020.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES**: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES**: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION**: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY**: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .580 per mile. Ambulance

transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of $26.11 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

1.05 **SPECIAL PROGRAMS**: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY**: The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE**: The per diem rate for detention services under this agreement is Sixty-four dollars and five cents ($74.71) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE**: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:	OR make check payable to:	Or make remittance by ACH to:
The GEO Group, Inc.	The GEO Group, Inc.	The GEO Group, Inc
C/O Bank of America	P.O. Box 281560	C/O Bank of America
ABA Routing #0260-0959-3	Atlanta, GA 30384-1560	ABA #111-000-012
Account #3751223010		Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III
TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.

3.02 **RENEWALS**: This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

3.03 **TERMINATION**: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW**: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY**: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCE**: Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT**: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE**: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Val Verde County Correctional Facility
253 FM 2523 Hamilton Lane
Del Rio, Texas 78840

To County: **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE**: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS**: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE**: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY**: By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

TERRELL COUNTY, TEXAS

By:_____
(As Authorized and approved by
Terrell County Commissioners Court
Dated:_____)

Date Signed:_____

_____
_____,County Treasure

Date Signed:_____

_____
Keith Hughes, Terrell County Sheriff

Date Signed:_____

ATTEST:
This_____day of _____,2020

_____
_____, County Clerk

VAL VERDE COUNTY, TEXAS

By: Lewis Owens
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: 2-5-20)

Date Signed: 2-5-20

Matthew S. Weingardt, Val Verde County Auditor

Date Signed: 02/05/20

Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 2/5/2020

ATTEST: 5th
This 5th day of February 2020

Generosa Gracia-Ramon, Val Verde County Clerk

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

TERRELL COUNTY, TEXAS

By: Dominga Ramos
(As Authorized and approved by
Terrell County Commissioners Court
Dated: 06-08-2020)

Date Signed: 06-08-2020

Rebecca Luevano
County Treasure

Date Signed: 06-09-2020

Keith Hughes, Terrell County Sheriff

Date Signed: 5/16/20

ATTEST:
This 8th day of June, 2020

Radine Thompson
County Clerk

VAL VERDE COUNTY, TEXAS

By: Lewis Owens
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: 2-5-20)

Date Signed: 2-5-20

Matthew S. Weingardt, Val Verde County Auditor

Date Signed: 02/05/20

Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 2/5/2020

ATTEST:
This 5th day of February, 2020

Generosa Gracia-Ramon, Val Verde County Clerk

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Kinney County, Texas (hereinafter "County") effective February 5, 2020.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES**: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES**: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION**: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY**: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .580 per mile. Ambulance

transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of $26.11 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

1.05 **SPECIAL PROGRAMS**: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY**: The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE**: The per diem rate for detention services under this agreement is Seventy-four dollars and seventy-one cents ($74.71) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE**: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:	OR make check payable to:	Or make remittance by ACH to:
The GEO Group, Inc.	The GEO Group, Inc.	The GEO Group, Inc
C/O Bank of America	P.O. Box 281560	C/O Bank of America
ABA Routing #0260-0959-3	Atlanta, GA 30384-1560	ABA #111-000-012
Account #3751223010		Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III
TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.

3.02 **RENEWALS**: This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

3.03 **TERMINATION**: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW**: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY**: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCE**: Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT**: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE**: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Val Verde County Correctional Facility
253 FM 2523 Hamilton Lane
Del Rio, Texas 78840

To County: **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE**: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS**: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE**: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY**: By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

KINNEY COUNTY, TEXAS

By:_____
(As Authorized and approved by
Kinney County Commissioners Court
Dated:_____)

Date Signed:_____

_____
_____,County Treasure

Date Signed:_____

_____
Kinney County Sheriff

Date Signed:_____

ATTEST:
This_____day of _____,2020

_____
_____, County Clerk

VAL VERDE COUNTY, TEXAS

By: Lewis J Owens
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: 2-5-20)

Date Signed: 2-5-20

Matthew Weingardt, Val Verde County Auditor

Date Signed: 02/05/20

Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 2/5/2020

ATTEST:
This 5th day of February, 2020

Generosa Gracia-Ramon, Val Verde County Clerk

COMMISSIONER'S COURT
VAL VERDE COUNTY, TEXAS

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

KINNEY COUNTY, TEXAS

By: _____
(As Authorized and approved by
Kinney County Commissioners Court
Dated: May 11, 2020

Date Signed: May 12, 2020

_____
Diana L. Hutchins, County Treasurer

Date Signed: May 12, 2020

_____
Kinney County Sheriff

Date Signed: 5-12-2020

ATTEST:
This 12 day of May 2020

_____, County Clerk

VAL VERDE COUNTY, TEXAS

By: _____
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: 2-5-20

Date Signed: 2-5-20

_____
Matthew Weingardt, Val Verde County Auditor

Date Signed: 02/05/20

_____
Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 2/5/2020

ATTEST:
This 5th day of February, 2020

_____
Generosa Gracia-Ramon, Val Verde County Clerk

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

#45

COMMISSIONERS' COURT
OF VAL VERDE COUNTY, TEXAS

RESOLUTION

RESOLUTION IN SUPPORT OF FY 2020 OPERATION STONEGARDEN (VAL VERDE COUNTY)

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the 2020 Operation Stonegarden (Val Verde County) grant;

WHEREAS, Val Verde County Commissioners' Court understands that there is no matching fund requirements for the said project;

WHEREAS, the Val Verde County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, Val Verde County assures that the funds will be returned to the Office of the Governor in full;

WHEREAS, the Val Verde County Commissioners' Court designates Val Verde County Judge as the grantee's Authorized Official and Sheriff as the Grant Performance Officer. The Authorized Official is given the power to review, sign, and accept all grant documents on behalf of Val Verde County; and,

WHEREAS, the Val Verde County Commissioners' Court designates County Auditor as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application of the 2020 Operation Stonegarden (Val Verde County), award.

PASSED, ADOPTED, APPROVED and **FILED** on this the 5th day of February A.D. 2020.

The Honorable Lewis G. Owens Jr.
County Judge

The Honorable Martin Wardlaw
Commissioner, Pct. #1

The Honorable Juan C. Vazquez
Commissioner, Pct. #2

The Honorable Robert Beau Nettleton
Commissioner, Pct. #3

The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:

The Honorable Generosa Gracia-Ramon
County Clerk

COMMISSIONER'S COURT
VAL VERDE COUNTY, TEXAS

#47

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Lewis G. Owens, Jr., County Judge
Martin Wardlaw, Commissioner Pct. 1
Juan Carlos Vasquez, Commissioner Pct. 2
Robert Nettleton, Commissioner Pct. 3
Gustavo Flores, Commissioner Pct. 4

From: Juanita Barrera, HR Director

Date: January 27, 2020

Subject: **HazMat Plan**

Commissioners Court had asked this item be tabled in order for the court to review the HazMat Plan. Attached you will find the plan, I will place this item on the upcoming agenda for adoption.

There were some revisions done to the current plan which were to incorporate the name of "Val Verde County" and also to show where the MSDS notebook will be, we will have one in Risk Management and one in HR. Binders will be sent to all departments to be placed in an area readily available to staff.

This year we were not required to report anything to the state. But we do have to keep the logs. Commissioner Nettleton had raised a concern regarding the reporting of Diesel and unleaded fuel, plus pesticides, tractor fluid, etc. I reached out to Larry Boccaccio and he has confirmed that we do not need to report any of these items, since TCEQ has informed him that the tier levels have been changed and during his visits to the precincts, we don't have any hazardous chemicals or high levels of fuel, etc. to report.

If further information is needed, please let me know.

VAL VERDE COUNTY
HAZARD COMMUNICATION PROGRAM

For Public Employers in Texas
Subject to the Texas Hazard Communication Act

Prepared by:

Texas Department of State Health Services
Division for Regulatory Services
Policy, Standards and Quality Assurance
Environmental Hazards Group
PO Box 149347, MC 1987
Austin, TX 78714-9347

Phone: (512) 834-6787
Fax: (512) 834-6726

Revised April 2014

VOL. 56 PG. 621

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A. Workplace Chemical List

B. Employee Training Roster

C. Employee Training Sheet

D. Notice to Employees (English)

E. Notice to Employees (Spanish)

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I. **General Information**

A. The Texas Hazard Communication Act (THCA), codified as Chapter 502 of the Texas Health and Safety Code (HSC), requires all public employers in Texas to provide their employees with information regarding hazardous chemicals to which employees may be exposed in their workplace. In order to comply with Section 502.009(b) of the THCA and Section 295.7(a) of the THCA Rules (Title 25 of the Texas Administrative Code (TAC), Section 295.1 – 295.13), the following written Hazard Communication Program has been established for Val Verde County.

B. The master copy of the written hazard communication program will be maintained in Risk Management & HR Offices. Copies of the written program will be modified as needed for each separate workplace where hazardous chemicals are used or stored and a copy maintained at each workplace. The written program will be available to all interested employees and their representatives upon request.

C. To facilitate administration of and compliance with this Program, the following levels of responsibility have been established:

1. The Risk Manager will have overall responsibility for administering and maintaining this program and ensuring that it meets all requirements of the THCA.

2. Supervisors will be responsible for:

- Creating and maintaining an inventory of all hazardous chemicals stored or used within their area of responsibility.
- Ensuring that all hazardous chemicals/products are properly labeled, and that these labels are not removed or defaced.
- Maintaining copies of Safety Data Sheets (SDS) for each hazardous chemical in the workplace, and ensuring that the SDSs are readily available to employees.
- Identifying employees under their supervision who may be exposed to hazardous chemicals under normal operating conditions or in a foreseeable emergency based on hazard assessment.
- Informing employees of: Any operations in their work area where hazardous chemicals are present; the location and availability of the written Hazard Communication Plan; the chemical inventory; SDS; and the requirements of the Hazard Communication Standard.
- Providing employees with training regarding hazards or practices specific to their work area at the time of their assignment and whenever a new hazard is introduced into their work area. Training records should be maintained through the online database or kept with Department Supervisors.

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- Determine the required personal protective equipment (PPE) for the procedures and materials in use in their area. Contact Research Safety personnel for assistance in the selection of PPE.
- Ensure the proper PPE is made available to employees.
- Ensure the employees are trained in the use of PPE, the PPE is properly maintained, and the employees wear the appropriate PPE where necessary/required.
- Develop safe procedures for work in their areas, as well as written procedures for emergencies.
- Inform outside contractors of chemical (or other) hazards that they may be exposed to while working within Val Verde County property. Inform them of the location of the SDSs.
- Inform employees about proper performance of non-routine tasks.

3. Individual employees will be responsible for:

- Planning and conducting each operation according to the Hazard Communication Program.
- Using the required personal protective equipment. Properly maintaining and storing the PPE assigned to him/her.
- Reporting any exposures, injuries, or safety problems to his or her supervisor.
- Reviewing SDSs prior to using a chemical for the first time, then reviewing periodically thereafter as necessary.
- Not removing or defacing labels on incoming chemical containers.
- Attend required Hazard Communication training.
- Providing supervisor with records or any training taken online.

II. Exemptions

Per Section 502.004(f), the following chemicals are exempt from the requirements of the THCA and are outside the scope of this written program:

A. Hazardous waste that is subject to regulation by the Texas Commission on Environmental Quality (TCEQ) and/or the U.S. Environmental Protection Agency

B. A chemical in a laboratory under the direct supervision or guidance of a **technically qualified individual** if:

1. Labels on incoming containers of chemicals are not removed or defaced

2. This employer complies with Sections 502.006 and 502.009 of the THCA with respect to laboratory employees; and

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3. The laboratory is not used primarily to produce hazardous chemicals in bulk for commercial purposes

C. Tobacco or tobacco products

D. Wood or wood products

E. Articles formed to a specific shape or design during manufacture and that do not release or otherwise result in exposure to a hazardous chemical under normal conditions of use

F. Food, drugs, cosmetics or alcoholic beverages

G. Consumer products or hazardous substances used in the workplace in the same manner as normal consumer use and if the use results in a duration and frequency of exposure that is not greater than exposures experience by a consumer

H. Radioactive waste.

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III. Definitions

A. **"Appropriate Hazard Warning"** – Any words, pictures, symbols, or combination thereof appearing on a label or other appropriate form of warning which convey the health and physical hazards, including the target organ effects of the chemical(s) in the container(s).

B. **"Categories of Hazardous Chemicals"** – A grouping of hazardous chemicals with similar properties.

C. **"Container"** – Any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or the like that contains a hazardous chemical or contains multiple smaller containers of an identical hazardous chemical. The term "container" does not mean pipes or piping systems, nor does it mean engines, fuel tanks, or other operating systems in a vehicle. A **primary container** is one in which the hazardous chemical is received from the supplier. A **secondary container** is one to which the hazardous chemical is transferred after receipt from the supplier.

D. **"Employee"** – A person who may be or may have been exposed to hazardous chemicals in the person's workplace under normal operating conditions or foreseeable emergencies. Workers such as office workers or accountants who encounter hazardous chemicals only in non-routine, isolated instances are not employees for the purposes of this Act.

E. **"Expose"** – Subjecting an employee to a hazardous chemical in the course of employment through any route of entry, including inhalation, ingestion, skin contact, or absorption. The term includes potential, possible, or accidental exposure under normal conditions of use or in a reasonably foreseeable emergency.

F. **"Hazardous Chemical"** or **"Chemical"** – An element, compound, or mixture of elements or compounds that is a physical hazard or a health hazard.

G. **"Health Hazard"** – A chemical for which acute or chronic health effects may occur in exposed employees and which is a toxic agent, irritant, corrosive, or sensitizer.

H. **"Label"** – Any written, printed, or graphic material displayed on or affixed to containers of hazardous chemicals, and which includes the same name as on the Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS).

I. **"Material Safety Data Sheet" ("MSDS")** – A document containing chemical hazard and safe handling information for the hazardous chemical as determined by the chemical's manufacturer.

J. **"Physical Hazard"** – A chemical which is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive), or water-reactive.

K. **"Personal Protective Equipment"** – Protective equipment provided to an employee by the employer which provides a level of protection to chemicals to which an employee may be exposed that will be adequate to ensure their health and safety based on current industry standards.

L. **"Safety Data Sheet" ("SDS")** – The Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), aligned with the GHS in2012, requires that the chemical manufacturer, distributor, or importer provide Safety Data Sheets (SDSs) for each hazardous chemical to downstream users to communicate information on these hazards. Safety Data Sheets were formerly called Material Safety Data Sheets, or MSDSs. The information contained in the SDS is largely the same as the MSDS, except now the SDSs are required to be presented in a consistent, user-friendly, 16 section formats.

M. **"Stationary Process Container"** – A tank, vat, or other such container which holds different hazardous chemicals at different times.

N. **"Technically Qualified Individual"** – An individual with a professional education and background working in the research or medical fields, such as a physician or registered nurse, or an individual holding a minimum of a bachelor's degree in a physical or natural science.

O. **"Work Area"** – A room, defined space, utility structure, or emergency response site in a workplace where hazardous chemicals are present, produced, or used, and where employees are present.

P. **"Workplace"** – A contiguous facility that is staffed 20 hours or more per week, unless such a facility is subdivided by the employer. Normally this subdivision would be a building, cluster of buildings or other structures, or a complex of buildings, but could be for a portion of a building if the employer chooses. Noncontiguous properties are always separate workplaces unless they are temporary workplaces, in which case they can be either work areas or a headquarters' workplace or separate workplaces, which is at the discretion of the employer.

IV. Workplace Chemical List..... (HSC §502.005 and 25 TAC §295.4)

A. Val Verde County will develop and maintain a list of hazardous chemicals normally present in the workplace in excess of 55 gallons or 500 pounds. This Workplace Chemical List will be developed for each workplace where such quantities of hazardous chemicals are used or stored and will be available for review by employees and their designated representatives.
(Employers may use Attachment A, *Model Workplace Chemical List*, to comply with this requirement.)

B. The Risk Manager will be responsible for reviewing and updating the Workplace Chemical List(s) for Val Verde County as necessary, but at least by December 31 of each year.

C. The Workplace Chemical List will be maintained for at least 30 years.

D. Further information on chemicals list on the Workplace Chemical List can be obtained by referring to the Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS) located in each workplace where these chemicals are used or stored.

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V. Safety Data Sheets and/or Material Safety Data Sheets (HSC §502.006 and TAC §295.5)

A. Val Verde County will maintain a current and appropriate Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS) for each hazardous chemical purchased.

B. The Risk Manager will be responsible for the SDS/MSDS system for Val Verde County and will ensure that:

1. Incoming SDSs/MSDSs are reviewed for new and significant health/safety information and that any new information is passed on to the affected employees.

2. Hazardous chemicals received without an SDS or MSDS are withheld from use until a current SDS or MSDS is obtained.

3. Missing SDSs or MSDSs are requested from an appropriate source (e.g. chemical manufacturer, distributor, or electronic database) within 30 days from receipt of the hazardous chemical.

4. Affected employees are provided a description of any alternative system (such as electronic databases) being used in lieu of hard copy SDSs/MSDSs.

5. As SDSs are received from hazardous chemical manufacturers and distributors, they replace the Material Safety Data Sheets on file. Training on both the old MSDSs and the new SDSs should continue throughout
the transition period until employers no longer have any of the old MSDSs on site.

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6. Emergency responders are provided SDSs/MSDSs as soon as practical upon request.

C. SDS and MSDS files for Val Verde County will be kept in Risk Management Office and a copy will be available in the Human Resources Office.

D. SDSs/MSDSs will be readily available for review by employees or their designated representatives upon request.

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VI. Chemical Container Labels..... (HSC §502.007 and TAC §295.6)

A. All containers of hazardous chemicals used or stored by Val Verde County will be appropriately labeled.

B. The Risk Manager and HR Director will verify that:

1. All **primary containers** of hazardous chemicals are clearly labeled to include:

   a. The identity of the chemical as it appears on the SDS/MSDS

   b. The appropriate hazard warnings

   c. The name and address of the manufacturer

2. All **secondary containers** of hazardous chemicals are clearly labeled to include:

   a. The identity of the chemicals as it appears on the SDS/MSDS

   b. The appropriate hazard warnings

3. A description of alternative labeling systems, if used, is provided to employees. Examples of alternative labeling systems are the National Fire Protection Association (NFPA) 704m Standard and the Hazardous Materials Information Systems (HMIS) Standard

C. The County of Val Verde will rely on the chemical manufacturers or distributors to provide labels which meet the above requirements for primary containers of all hazardous chemicals purchased, and will re-label containers only when the label is illegible or otherwise does not meet the above requirements.

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VII. Employee Training Program..... (HSC §502.009 and 25 TAC §295.7)

A. The County of Val Verde will provide an education and training program to all employees who routinely use or handle hazardous chemicals in their workplace.

B. The Human Resources Director and Risk Manager will be responsible for the employee training program and will ensure that:

1. Appropriate training is provided to all covered employees and includes:

a. The use of information provided on SDSs/MSDSs and chemical container labels

b. The location of hazardous chemicals present in the employee's' work areas

c. The physical and health effects of exposure d. Proper use of personal protective equipment e. Safe handling of hazardous chemicals

f. First aid treatment for exposure to hazardous chemicals

g. Safety instruction on clean-up and disposal of hazardous chemicals

2. Required training records are maintained and include:

a. The date of the training session

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b. A legible list of all employees attending the training session

c. The subjects covered

d. The name of the instructors (Employers may use either Attachment B, *Employee Training Roster,* or Attachment C, *Employee Training Sheet,* to comply with this requirement)

3. All covered employees are identified and incorporated into the training program.

4. Employees are provided information concerning the hazardous chemicals to which they may be exposed during the performance of non-routine tasks.

5. New employees are trained prior to their being required to use or handle a hazardous chemical.

6. The need and frequency for periodic/refresher training is assessed.

C. Employees subject to these training requirements will sign an attendance roster for each training session attended, verifying that they received and understood the information.

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VIII. Reporting Employee Deaths and Injuries... (HSC §502.012 and 25 TAC §295.9)

A. Val Verde County will notify the Texas Department of State Health Services, Division for Regulatory Services, Policy, Standards & Quality Assurance Unit, Environmental Hazards Group, of any employee accident that involves a hazardous chemical exposure or asphyxiation, and that is fatal to one or more employees or results in the hospitalization of five or more employees.

B. The Risk Manager will be responsible for reporting all such accidents to the Texas Department of State Health Services, Division for Regulatory Services, Policy, Standard & Quality Assurance Unit, Environmental Hazards Group, within 48 hours after their occurrence. Notifications will be made either orally or in writing to:

Texas Department of State Health Services
Division for Regulatory Services Policy, Standards &
Quality Assurance Unit Environmental Hazards Group
PO Box 149347, MC 1987
Austin, TX 78714-9347

Phone: (512) 834-6787
Fax: (512) 834-6726

C. Employees will be responsible for reporting all accidents involving a hazardous chemical to their supervisor.

D. Supervisors will be responsible for reporting all accidents involving a hazardous chemical to Risk Management & HR).

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IX. Posting the *Notice to Employees*... (HSC §502.0017 and 25 TAC §295.12)

A. The Risk Manager will post and maintain in all workplaces where hazardous chemicals are used or stored the most current version of the THCA *Notice to Employees,* informing employees of their rights under the THCA. (See attachment D, *Notice to Employees*)

B. The *Notice to Employees* shall be clearly posted and unobstructed at all locations in the workplace where notices are normally posted, and with at least one location in each workplace.

C. In workplaces where employees that have difficulty reading or understanding English may be present, a copy of the *Notice to Employees,* printed in Spanish, will be posted together with the English version. (See attachment E, *Notice to Employees,* Spanish version (*Aviso Al Empleado*))

D. Additional copies of the *Notice to Employees*, in both English and Spanish, are available on the Worker Right-To-Know website at http://www.dshs.state.tx.us/tiertwo/publications.shtm#notice or on request from the Policy, Standards & Quality Assurance Unit, Environmental Hazards Group, at the address or telephone number listed on the cover page of this written program.

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X. Personal Protective Equipment... (HSC §502.017 and 25 TAC §295.12)

A. The Val Verde County will provide appropriate personal protective equipment (PPE) to all employees who use or handle hazardous chemicals.

B. The Risk Manager will assume overall responsibility for the PPE program and will ensure that appropriate equipment and training are provided, to include:

1. Proper selection of PPE based on:

    a. Routes of entry

    b. Permeability of PPE material

    c. Duties being performed by the employee

    d. Hazardous chemicals present

2. Proper fit and functionality of PPE as described by the manufacturer's specifications

3. Appropriate maintenance and storage of PPE

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XI. Maintaining Employee Rights..... (HSC §502.017 and TAC §295.12)

A. Val Verde County shall not discipline, harass, or discriminate against any employee for filing complaints, assisting inspectors of the Texas Department of State Health Services, participating in proceedings related to the Texas Hazard Communication Act, or exercising any rights under the Act.

B. Employees cannot waive their rights under the Texas Hazard Communication Act. A request or requirement for such a waiver by an employer is a violation of the Act.

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The Division for Regulatory Services, Policy, Standards & Quality Assurance Unit, Environmental Hazards Group welcomes your questions or comments regarding this Model Written Hazard Communication Program, the Texas Hazard Communication Act, or any aspect related to the administration and enforcement of the Act. You may contact the Texas Department of State Health Services, Policy, Standards & Quality Assurance Unit, Environmental Hazards Group, at:

Texas Department of State Health Services
Division for Regulatory Services Policy, Standards &
Quality Assurance Unit Environmental Hazards Group
PO Box 149347, MC 1987
Austin, TX 78714-9347

Phone: (512) 834-6787
Fax: (512) 834-6726

XII. Attachments

A. Workplace Chemical List

B. Employee Training Roster

C. Employee Training Sheet

D. *Notice to Employees* (English version) E. *Notice to Employees* (Spanish version)

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Workplace Chemical List

Name of Workplace, Work Area, or Temporary Workplace:

Identity Used on the Safety Data Sheet & Container Label	Work Area	Quantity (optional)	Unit Size (optional)

Workplace Chemical List Prepared By: _____ _____
Name (Printed) Signature (Required)

Date of Preparation (This form must be revised annually): _____

EMPLOYEE TRAINING ROSTER

Texas Hazard Communication Act, Section 502.009(g)

Department/Work Area: _____

Instructor: _____ Date: _____

Employee Name (Print)	Employee Signature	Job Title

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Employee Training Roster (continued)

A. Per Sections 502.009(c) and (g) of the Texas Hazard Communication Act (THCA), the following subject(s) were covered in this training:

- ❑ Reading and interpreting chemical container labels
- ❑ Reading and interpreting alternative labeling systems, if such labeling systems are being used by the employer
- ❑ Reading and interpreting Safety Data Sheets (SDSs) and/or Material Safety Data Sheets (MSDSs)
- ❑ Location of hazardous chemicals in the workplace
- ❑ Physical and health effects of exposure
- ❑ Proper use of personal protective equipment
- ❑ First aid treatment for exposure
- ❑ Safety instruction on handling, cleanup and disposal procedures

B. Per Section 502.009(g) of the THCA, training was conducted based on:

- ❑ Categories of hazardous chemicals
- ❑ Individual hazardous chemicals

C. This hazard communication training was provided as:

- ❑ Initial training per Section 502.009(a) and (f) of the THCA
- ❑ Periodic/refresher training per Section VII(B)(6) of this Written Hazard Communication Program

EMPLOYEE TRAINING SHEET

Texas Hazard Communication Act, Section 502.009(g)

Department/Work Area: _____

Instructor: _____ **Date:** _____

Per Sections 502.009(c) and (g) of the Texas Hazard Communication Act (THCA), the following subject(s) were covered in this training:

- ❑ Reading and interpreting chemical container labels
- ❑ Reading and interpreting alternative labeling systems, if such labeling systems are being used by the employer
- ❑ Reading and interpreting Safety Data Sheets (SDSs) and/or Material Safety Data Sheets (MSDSs)
- ❑ Location of hazardous chemicals in the workplace
- ❑ Physical and health effects of exposure
- ❑ Proper use of personal protective equipment
- ❑ First aid treatment for exposure
- ❑ Safety instruction on handling, cleanup and disposal procedures

Per Section 502.009(g) of the THCA, training was conducted based on:

- ❑ Categories of hazardous chemicals
- ❑ Individual hazardous chemicals

This hazard communication training was provided as:

- ❑ Initial training per Section 502.009(a) and (f) of the THCA
- ❑ Periodic/refresher training per Section VII(B)(6) of this Written Hazard Communication Program

Employee: _____ **Date:** _____
(Printed)

Employee: _____
(Signature)

Instructor: _____
(Signature)

NOTICE TO EMPLOYEES

The Texas Hazard Communication Act, codified as Chapter 502 of the Texas Health and Safety Code, requires public employers to provide employees with specific information on the hazards of chemicals to which employees may be exposed in the workplace. As required by law, your employer must provide you with certain information and training. A brief summary of the law follows.

HAZARDOUS CHEMICALS

Hazardous chemicals are any products or materials that present any physical or health hazards when used, unless they are exempted under the law. Some examples of more commonly used hazardous chemicals are fuels, cleaning products, solvents, many types of oils, compressed gases, many types of paints, pesticides, herbicides, refrigerants, laboratory chemicals, cement, welding rods, etc.

WORKPLACE CHEMICAL LIST

Employers must develop a list of hazardous chemicals used or stored in the workplace in excess of 55 gallons or 500 pounds. This list shall be updated by the employer as necessary, but at least annually, and be made readily available for employees and their representatives on request.

EMPLOYEE EDUCATION PROGRAM

Employers shall provide training to newly assigned employees before the employees work in a work area containing a hazardous chemical. Covered employees shall receive training from the employer on the hazards of the chemicals and on the measures, they can take to protect themselves from those hazards. This training shall be repeated as needed, but at least whenever new hazards are introduced into the workplace or new information is received on the chemicals which are already present.

SAFETY DATA SHEETS

Employees who may be exposed to hazardous chemicals shall be informed of the exposure by the employer and shall have ready access to the most current Safety Data Sheets (SDSs) or Material Safety Data Sheets (MSDSs) if an SDS is not available yet, which detail physical and health hazards and other pertinent information on those chemicals.

LABELS

Employees shall not be required to work with hazardous chemicals from unlabeled containers except portable containers for immediate use, the contents of which are known to the user.

EMPLOYEE RIGHTS

Employees have rights to:

- access copies of SDSs (or an MSDS if an SDS is not available yet)
- information on their chemical exposures
- receive training on chemical hazards
- receive appropriate protective equipment
- file complaints, assist inspectors, or testify against their employer

Employees may not be discharged or discriminated against in any manner for the exercise of any rights provided by this Act. A waiver of employee rights is void; an employer's request for such a waiver is a violation of the Act. Employees may file complaints with the Texas Department of State Health Services at the telephone numbers provided below.

EMPLOYERS MAY BE SUBJECT TO ADMINISTRATIVE PENALTIES AND CIVIL OR CRIMINAL FINES RANGING FROM $50 TO $100,000 FOR EACH VIOLATION OF THIS ACT

Further information may be obtained from:

Texas Department of State Health Services
Division for Regulatory Services
Policy, Standards, & Quality Assurance Unit
Environmental Hazards Group
PO Box 149347, MC 1987
Austin, TX 78714-9347

(800) 452-2791 (toll-free in Texas)
(512) 834-6787
Fax: (512) 834-6726
TXHazComHelp@dshs.texas.gov

TEXAS Department of State Health Services

Worker Right-To-Know Program
Publication# E23-14173
Revised 03/2014

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AVISO AL EMPLEADO

La Ley de Comunicación sobre Peligros de Texas, codificada como el capítulo 502 del Código de Salud y Seguridad de Texas, exige que los empleadores públicos le provean a los empleados información específica sobre los peligros de los químicos a los que los empleados podrían estar expuestos en el centro de trabajo. Según exige la ley, su empleador debe proveerle cierta información y capacitación. A continuación presentamos un breve resumen de la ley.

QUÍMICOS PELIGROSOS

Los químicos peligrosos son cualquier producto o material que represente algún peligro físico o de salud al ser usado, a menos que este quede exento bajo la ley. Como ejemplos de químicos peligrosos más comúnmente usados están los combustibles, los productos de limpieza, los solventes, muchos tipos de aceite, los gases comprimidos, muchos tipos de pintura, los pesticidas, los herbicidas, los refrigerantes, los químicos de laboratorio, el cemento, las varillas de soldadura, etc.

LISTA DE QUÍMICOS EN EL CENTRO DE TRABAJO

Los empleadores deben desarrollar una lista de los químicos peligrosos usados o almacenados en el centro de trabajo que sobrepasen los 55 galones o las 500 libras. El empleador debe renovar la lista de ser necesario, y al menos anualmente, y debe ponerla a fácil disposición de los empleados y de sus representantes al esta ser solicitada.

PROGRAMA DE INSTRUCCIÓN DEL EMPLEADO

Los empleadores deben proveerle capacitación a los empleados recién asignados antes de que los empleados trabajen en un área de trabajo que contenga químicos peligrosos. Los empleados contemplados en la ley deben recibir capacitación del empleador sobre los peligros de los químicos y sobre las medidas que ellos mismos pueden tomar para protegerse de dichos peligros. La capacitación debe repetirse de ser necesario, y al menos cuando se introduzcan nuevos peligros en el centro de trabajo o se reciba nueva información sobre los químicos que ya están presentes.

HOJAS DE DATOS DE SEGURIDAD

El empleador debe informar de la exposición a los empleados que pudieran estar expuestos a químicos peligrosos y ellos deben tener acceso fácil a las hojas de datos de seguridad (SDS) o las hojas de datos de seguridad del material (MSDS) más recientes si es que todavía no hay una SDS disponible, las cuales detallen los peligros físicos y de salud y cualquier otra información pertinente sobre dichos químicos.

ETIQUETAS

No se requerirá que los empleados trabajen con químicos peligrosos provenientes de contenedores que no están etiquetados con excepción de los contenedores portátiles de uso inmediato, el contenido de los cuales el usuario conoce.

DERECHOS DEL EMPLEADO

Los empleados tienen derecho a:

- acceder a copias de las SDS (o una MSDS si es que todavía no hay una SDS disponible)
- la información sobre sus exposiciones químicas
- recibir capacitación sobre los peligros químicos
- recibir el equipo protector apropiado
- presentar quejas, asistir a los inspectores y testificar en contra de su empleador

No se despedirá a los empleados ni se les discriminará de ninguna manera por ellos ejercer cualquiera de los derechos que esta ley estipula. Las renuncias de derechos del empleado no tienen ninguna validez; el que el empleador solicite ese tipo de renuncia infringe esta ley. Los empleados pueden presentar sus quejas ante el Departamento Estatal de Servicios de Salud de Texas llamando al teléfono sin costo provisto abajo.

LOS EMPLEADORES PODRÍAN ESTAR SUJETOS A SANCIONES ADMINISTRATIVAS Y A MULTAS CIVILES O PENALES QUE VAN DESDE LOS $50 HASTA LOS $100,000 DÓLARES POR CADA INFRACCIÓN DE ESTA LEY

Puede obtener mayor información en:
Texas Department of State Health Services
Division for Regulatory Services
Policy, Standards, & Quality Assurance Unit
Environmental Hazards Group
PO Box 149347, MC 1987
Austin, TX 78714-9347

(800) 452-2791 (llamada gratuita dentro de Texas)
(512) 834-6787
Fax: (512) 834-6726
TXHazComHelp@dshs.texas.gov

TEXAS Department of State Health Services

Worker Right-To-Know Progra
Publication # E23-14173
Revised 03/2014

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#49

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Lewis G. Owens Jr., County Judge

From: Juanita Barrera, HR Director

Date: January 30, 2020

Subject: **AGENDA ITEMS FOR FEBRUARY 2020**

Listed below are several personnel matters which need to be part of the upcoming February agenda for HR reporting period from January 23, 2020 through February 5, 2020.

A. Rogelio Musquiz, Tax Assessor-Collector, requesting the distribution of checks to Melinda Hernandez, School Tax Deputy Clerk, with a salary of $24,550.00 effective January 27, 2020. Ms. Hernandez is replacing Diane Sanchez who retired.

B. Rogelio Musquiz, Tax Assessor-Collector, requesting to stop the distribution of checks Diane Sanchez, School Tax Deputy Clerk, effective February 3, 2020. Ms. Sanchez has retired.

C. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Eduardo Verastegui, Patrol Deputy, effective January 31, 2020. Mr. Verastegui has resigned.

D. Robert Cadena, 83rd District Judge, requesting to stop the distribution of checks to Gene Steele, Court Reporter effective January 31, 2020. Mr. Steele has retired.

E. Robert Cadena, 83rd District Judge, requesting the distribution of checks to Whitney Harry, Court Reporter, with a salary of $75,000.00 effective February 3, 2020. Ms. Harry is replacing Mr Gene Steele who retired.