COMMISSIONER'S COURT MINUTES
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
APRIL 29 REGULAR TERM, A.D. 2020

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

BE IT REMEMBERED that on this the 29th day of APRIL 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. Pledge of Allegiance.

4. Approval of minutes from previous meetings.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-199	N	F		Motion to		O,W,V,N, F		
				approve as				
				presented.				
				April 1, 2020				
				meeting.				

5. Citizens Comments:

1) None
2)

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 COMMISSTIONERS COURT.

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*
_____ *COUNTY ATTY STAFF*
_____ *COUNTY ATTY STAFF*
_____ *DISTRICT CLERK*
_____ *IT*
___V__ *SHERIFF*
_____ *SHERIFF'S STAFF*
____V__ *AUDITOR*
____V__ *TREASURER*
_____ *PURCHASING*
_____ *HR*
_____ *TAX COLLECTOR*
_____ *RISK MGMT*
___V___ *FIRE DEPT*
_____ *EMERGENCY MGMT*
___ *JP #1 Constable #1* ___
___ *JP #2 Constable #2* ___
___ *JP #3 Constable #3* ___
___ *JP #4 Constable #4* ___
_____ *OTHER* _____
Mr. Carl Esser.

6. Subdivision plats.

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

7. Certificates of compliance.

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

8. Monthly reports from elected officials.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-200	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

9. Approval of bills.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-201	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

Matthew S. Weingardt, County Auditor

10. Auditor's Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-202	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

11. Discussion and possible action on the following:

A. Reimbursement to Commissioner Martin W. Wardlaw for purchase of meals in the amount of $98.64.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-203	N	V		Motion to Approve and presented		O,V,N,F		W
				as presented.				

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

B. Budget Adjustment from available appropriations to Attorney's – Other $20,000.00.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-204	N	F		Motion to Approve		O,W,V,N,F		
				as presented. $45,000 Contingency				
				balance for attorneys that				
				represent Indigent.				

C. Certification of revenue and assignment of appropriations – Pct. 2 vehicle/equipment auction GovDeals $37,266.00.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-205	N	F		Motion to Approve as presented		O,W,V,N,F		
				and assigned to Precinct 2.				

D. Authorization for County Judge to sign Qualified Replacement Benefit Agreement.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-206	N	V		Motion to Approve as presented.		O,W,V,N,F		
				Authorize Judge to sign. Set up				
				liability account-IRS code prohibits.				

12. Submission of 2019 Val Verde County Financial Audit.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-207		N	F	Motion to Approve as presented		O,W,V,N,F		
				and at a later date, meeting with				
				with Auditor and committee to go				
				over audit.				

Aaron D. Rodriguez, County Treasurer

13. Treasurer's Report.

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

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

Jerry Rust, County Fire Chief

14. Accept $100 donation from Mrs. Mills.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-208	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

15. Approval of Burn Ban for three months due to extreme dry conditions in the county.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-209	N	V		Motion to Approve		O,W,V,N,F		
				as presented.				

Lewis G. Owens Jr., Val Verde County Judge

16. Authorization for County Judge to sign TxCDBG Initial Acquisition Report A600 for TxCDBG Contract No. 7219085 Colonia Construction Fund.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-210	N	F		Motion to Approve		O,W,V,N,F		
				as presented.				

17. Authorization for County Judge to submit letters to Indian Tribes regarding Section 106 Clearance for the TxCDBG 7219085 Colonia Construction Fund Grant.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-211	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

18. Authorization for County Judge to Release Funds and Certify the Val Verde County TxCDBG Program Alcoa Baseball Field Improvements.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-212	N	F		Motion to Approve		O,W,V,N,F		
				as presented. Esser reported				
				status of comment period ended				
				4/22/20. No problems.				

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

19. Publication of Early Floodplain Notice for TxCDBG Contract No. 7219085 Colonia Construction Fund on May 3, 2020 in the DRNH.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-213	F	N		Motion to Approve		O,W,V,N,F		
				as presented.				

20. Authorization for County Judge to sign and apply for TxDOT's 2020 County Transportation Infrastructure Fund Grant Program and develop list of prioritized local projects.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-214	N	F		Motion to Approve as presented.		O,W,V,N,F		
				Apply for $200,000.				

21. Authorization for County Judge to sign documents required by the Texas Division of Emergency Management for reimbursement of expenses related to the COVID-19 Pandemic.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-215	N	V		Motion to Approve as presented.		O,W,V,N,F		
				FEMA side-(Cares Act) 75%				
				reimbursement possible.				

22. Ratification by the Val Verde County Commissioners Court of the Modification 9 of the Intergovernmental Agreement (IGA) Between the United States Marshals Service and Val Verde County Detention Facility.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-216	N	V		Motion to Approve as presented.		O,W,V,N,F		
				$74.71-$26.00.				

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

23. Application for funding through the Governors Office E-Grants System for activities and expenses related to the COVID-19 Pandemic that is due on or before June 15, 2020. Earliest Coronavirus Emergency Supplemental Funding (CESF) State Project Start Date February 1, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-217	F	N		Motion to Approve as presented.		O,W,V,N,F		
				MRGDC funding $380,000.				
				Another funding stream for law				
				enforcement (Sheriff's office).				

24. Application for funding through the Texas Water Development Board Flood Infrastructure Fund that is due on or before June 15, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-218	N	F		Motion to approve as presented.		O,W,V,N,F		
				Fix towers, etc., flood projects 90%				
				grant pre-app., June 15. Full app.				
				Sept. 1. Judge has someone				
				coming to VVC to do assessment.				

25. Matters relating to the COVID-19 pandemic.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				REPORT FOLLOWING:				
				Comm. Wardlaw—no questions				
				Comm. Vasquez – no questions				
				Comm. Nettleton-Governor's order has				
				helped with some problems but doesn't				
				require masks.				
				Judge Owens- Governor's recommendations				
				will become mandatory.				
				Comm. Nettleton – There are limited re-				
				sources, public needs to understand that				
				we need to maintain social distance & masks				
				County Authority was taken away by State.				
				Comm. Flores-Questions were answered.				
				Comm. Wardlaw- how do we enforce regs?				

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

Martin, Wardlaw, County Commissioner Pct. 1

26. Establishment of a "no parking" zone on the right of way (ROW) of Jesse Cardenas Drive.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-219	W	N		Motion to Approve as presented.		O,W,V,N,F		
				Area is outside city limits.				

Generosa Gracia-Ramon, Val Verde County Clerk

27. Authorization for County Judge to enter into a two-year Renewal of Election Systems and Software (ES&S) Hardware Maintenance and Software License, Maintenance and Support Services Agreement in the amount of $37,270.80 payable in two annual installment payments of $18,635.40 to come out of the County Election Expense Line Item.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-220	F	N		Motion to approve as presented.		O,W,V,N,F		

Guillermo Sanchez, Purchasing Agent

28. Inclusion of Comstock Community Center to SW Integrity Pest Control Contract for $78.00/monthly totaling $3,042.00/annually.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-221	N	V		Motion to approve as presented		O,W,V,N,F		
				Quarterly paid $39.00.				

29. Declaration of the following items as surplus property and proper disposition. Disposition may be by, but is not limited to, auction, reassignment, recycling, or destruction.

County line	1001138107	Parks-B/M
1998 Ford F800	VIN#1FDXK843JVA32158	Parks-B/M
Husqvarna	050313B002426	Parks-B/M
1984 Lincoln Welder	569	Parks-B/M

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

Pick-Up Ladder Rack	n/a	Parks-B/M
County Line 5' Tiller	n/a	Parks-B/M
Mower Cutting Deck	n/a	Parks-B/M
Tractor Supply	n/a	Parks-B/M
John Deere Deck Cutter	n/a	Parks-B/M
Mower Cutting Deck	n/a	Parks-B/M

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-222	W	N		Motion to Approve as presented.		O,W,V,N,F		

Ana Markowski Smith, County Attorney

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

30. Closed session consultation pursuant to Texas Government Code:

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

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ 551.072 _____

OTHER _____ BEGAN @ 9:45 A.M. ENDED @ 10:18 A.M. 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 a closed 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.

31. Commissioners' comments: Commissioner Nettleton-Continue to wear masks.
32. County Judge's comments: Judge Owens; thank you to all.

33. Adjourn. 10:19 A.M.

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the County

Judge's Office at 830-774-7571 at least two (02) business days prior to the meeting so that appropriate arrangements can be made.

The foregoing, recorded in Volume 57, pages 210-302, inclusive, was on this the 13th day of May A.D. 2020, read and is hereby **APPROVED**.

Respectfully submitted,

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

ATTEST:

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

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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

Physical Location:
Old County Court-at-Law
Del Rio, TX 78840

Virtual Meeting LIVE ON Facebook Page:
Val Verde County Emergency Management*

April 29th, 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 and/or amending minutes from previous meetings.
5. Citizens' Comments.

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

6. Subdivision plats.

7. Certificates of compliance.

8. Monthly reports from elected officials.

9. Approval of bills.

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10. Auditor's Report.

11. Discussion and possible action on the following:

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C. Certification of revenue and assignment of appropriations – Pct. 2 vehicle/equipment auction GovDeals $37,266.00.
D. Authorization for County Judge to sign Qualified Replacement Benefit Agreement.

12. Submission of 2019 Val Verde county Financial Audit.

Aaron D. Rodriguez, County Treasurer

13. Treasurer's Report.

Jerry Rust, County Fire Chief

14. Accept $100 donation from Mrs. Mills.

15. Approval of Burn Ban for three months due to extreme dry conditions in the county.

Lewis G. Owens Jr., Val Verde County Judge

16. Authorization for County Judge to sign TxCDBG Initial Acquisition Report A600 for TxCDBG Contract No. 7219085 Colonia Construction Fund.

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Mower Cutting Deck	n/a	Parks-B/M
Tractor Supply	n/a	Parks-B/M
John Deere Deck Cutter	n/a	Parks-B/M
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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 a closed 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.

31. Commissioners' comments.

32. County Judge's comments.

33. Adjourn.

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Our next Regular Commissioners Court Meeting will be **May 13th, 2020** @ 9:00 a.m.; **Agenda Items are due THURSDAY, May 7th, 2020 @ 12:00 noon.**

FILED
2020 APR 24 P 4:23

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

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON APRIL 24TH, 2020: AT _____AM/PM

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 24th day of April, 2020, at 4:23 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 Gracia-Ramon

Generosa Gracia-Ramon
Val Verde County Clerk

#9

Val Verde County, TX

Expense Approval Report

By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 1074 - .					
1A Smart Start LLC	202003cc12474	03/01/2020	DWI - Ignition Interlock	2666-1074-31-26170	99.00
1A Smart Start LLC	202003fm121696	03/02/2020	DWI - Ignition Interlock	2666-1074-31-26170	74.50
1A Smart Start LLC	202003ro030583	03/02/2020	DWI - Ignition Interlock	2666-1074-31-26170	74.50
1A Smart Start LLC	202003VS051691	03/10/2020	DWI - Ignition Interlock	2666-1074-31-26170	74.50
1A Smart Start LLC	202003JS082873	03/13/2020	DWI - Ignition Interlock	2666-1074-31-26170	74.50
Kristela Ramirez	2019-4	03/25/2020	DWI - Compliance Officer	2666-1074-31-26170	897.00
1A Smart Start LLC	202003ra031489	03/28/2020	DWI - Ignition Interlock	2666-1074-31-26170	74.50
1A Smart Start LLC	202003ev110472	03/29/2020	DWI - Ignition Interlock	2666-1074-31-26170	74.50
Recovery Healthcare Corporati...	9365552	03/31/2020	DWI - Monitoring	2666-1074-31-26170	1,116.00
Luis F Arroyo	21-2019	04/21/2020	DWI - Compliance Officer	2666-1074-31-26170	885.50
Mayra C. Quicksall	21-2019	04/21/2020	DWI - Compliance Officer	2666-1074-31-26170	851.00
				Department 1074 - . Total:	**4,295.50**
Department: 1111 - General Fund					
Sentry Security Service	228500-1	04/01/2020	BM - Sec Fund - Monitoring	1725-1111-30-16000	18.50
Yellowhouse Machinery Co.	05-67429-LB-1	04/03/2020	Pct 4 - TN16 - Rock Bucket	1178-1111-34-16005	38.00
				Department 1111 - General Fund Total:	**56.50**
Department: 1201 - County Clerk					
Democracy Live, Inc	2020Annual	01/01/2020	Co Clerk - Annual Maint	1111-1201-30-16302	4,500.00
Fedex	6-981-04370	04/09/2020	Co Clerk - Transport Charge	1111-1201-30-16000	10.67
Val Verde County	525	04/13/2020	Co Clerk - Copy Paper	1111-1201-30-16000	194.85
Soniclear Trio System	70788	04/30/2020	Co Clerk - Maint/Support	1111-1201-30-16302	473.00
				Department 1201 - County Clerk Total:	**5,178.52**
Department: 1204 - 63rd District Court					
Lone Star Copiers	132835	04/03/2020	63rd - Billable Prints	1111-1204-31-16000	1.60
Lone Star Copiers	132835	04/03/2020	63rd - Copier Maint	1111-1204-31-16475	42.50
DS Waters of America Inc	11089708040820-10	04/08/2020	63rd - Water	1111-1204-31-16000	34.77
				Department 1204 - 63rd District Court Total:	**78.87**
Department: 1205 - District Clerk					
Xerox	099932569	04/01/2020	Dist Clerk - Copier	1111-1205-31-16415	285.84
Xerox	099932589	04/01/2020	Dist Clerk - Billable Prints	1111-1205-31-16000	41.31
Xerox	099932589	04/01/2020	Dist Clerk - Copier	1111-1205-31-16415	224.66
DS Waters of America Inc	11089708040820-1	04/08/2020	Dist Clerk - Water	1111-1205-31-16000	48.21
				Department 1205 - District Clerk Total:	**600.02**
Department: 1207 - JP#2					
DS Waters of America Inc	11089708040820-7	04/08/2020	JP 2 - Water	1111-1207-31-16000	57.59
				Department 1207 - JP#2 Total:	**57.59**
Department: 1210 - County Court at Law					
Quill Corporation	6068303	04/07/2020	CCL - Office	1111-1210-31-16000	368.09
DS Waters of America Inc	11089708040820-5	04/08/2020	CCL - Water	1111-1210-31-16000	18.97
				Department 1210 - County Court at Law Total:	**387.06**
Department: 1211 - County Attorney					
Thomson Reuter - West	842174250	04/04/2020	Co Atty - Subscription	1111-1211-31-16000	1,297.65
DS Waters of America Inc	11089708040820-9	04/08/2020	Co Atty - Water	1111-1211-31-16000	42.54
				Department 1211 - County Attorney Total:	**1,340.19**
Department: 1212 - County Auditor					
DS Waters of America Inc	11089708040820	04/08/2020	Auditor - Water	1111-1212-30-16000	5.99
				Department 1212 - County Auditor Total:	**5.99**
Department: 1213 - County Treasurer					
Lavern Foster	04/01/2020-1	04/01/2020	Treas - April Rent	1111-1213-30-16500	1,000.00
Lone Star Copiers	132860	04/04/2020	Treas - Copier Maint	1111-1213-30-16415	300.00

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Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DS Waters of America Inc	11089708040820-6	04/08/2020	Treas - Water	1111-1213-30-16000	5.99
				Department 1213 - County Treasurer Total:	**1,305.99**
Department: 1214 - County Tax Collector					
DS Waters of America Inc	11089708040820-2	04/08/2020	Tax - Water	1111-1214-30-16000	49.96
AA-AA Storage	L02508	04/08/2020	Tax - Storage	1111-1214-30-16000	75.00
Amistad Snack & Coffee Service	6440	04/09/2020	Tax - Coffee	1111-1214-30-16000	28.00
				Department 1214 - County Tax Collector Total:	**152.96**
Department: 1216 - Purchasing Department					
DS Waters of America Inc	11089708040820-4	04/08/2020	Purch - Water	1111-1216-30-16000	11.05
Russell True Value	461429	04/09/2020	Purch - Keys	1111-1216-30-16000	4.58
Val Verde County	526	04/14/2020	Purch - Copy Paper	1111-1216-30-16000	21.65
Amistad Snack & Coffee Service	6443	04/14/2020	Purch - Coffee	1111-1216-30-16000	20.17
				Department 1216 - Purchasing Department Total:	**57.45**
Department: 1217 - County Agent					
Xerox	099932575	04/01/2020	Co Agent - Billiable Prints	1111-1217-30-16000	18.92
Xerox	099932575	04/01/2020	Co Agent - Copier	1111-1217-30-16415	186.53
DS Waters of America Inc	11089708040820-14	04/08/2020	Co Agent - Water	1111-1217-30-16000	5.24
				Department 1217 - County Agent Total:	**210.69**
Department: 1218 - Library					
Baker & Taylor Books	H44609180	03/10/2020	Lib - DVD's	1111-1218-36-16680	199.86
Quill Corporation	5720694	03/20/2020	Lib - Office	1111-1218-36-16000	147.56
Amistad Snack & Coffee Service	6428	03/23/2020	Lib - Coffee/Supplies	1111-1218-36-16000	12.50
Amistad Snack & Coffee Service	6428	03/23/2020	Lib - Coffee/Supplies	1111-1218-36-16000	28.00
Amistad Snack & Coffee Service	6428	03/23/2020	Lib - Coffee/Supplies	1111-1218-36-16000	17.50
Quill Corporation	5811739	03/25/2020	Lib - Office	1111-1218-36-16000	192.92
Ingram Library Services	44501657	03/26/2020	Lib - Books	1111-1218-36-16680	83.43
Ingram Library Services	44501658	03/26/2020	Lib - Books	1111-1218-36-16680	3.53
Xerox	099932594	04/01/2020	Lib - Billable Prints	1111-1218-36-16000	16.50
Xerox	099932594	04/01/2020	Lib - Copier	1111-1218-36-16415	175.87
Russell True Value	461322	04/06/2020	Lib - Office	1111-1218-36-16000	5.77
DS Waters of America Inc	11089708040820-11	04/08/2020	Lib - Water	1111-1218-36-16000	89.25
Quill Corporation	6109704	04/08/2020	Lib - Office	1111-1218-36-16000	61.18
Russell True Value	461415	04/09/2020	Lib - Office	1111-1218-36-16000	82.97
TFS Leasing	67619283	04/12/2020	Lib - Copier	1111-1218-36-16415	286.86
				Department 1218 - Library Total:	**1,403.70**
Department: 1219 - Rural Fire & EMS					
Metro Fire Apparatus Specialists..	151295-1	04/06/2020	Fire - Cap Exp - Bunker Gear	1111-1219-33-16000	117.00
Metro Fire Apparatus Specialists..	151295-1	04/06/2020	Fire - Cap Exp - Bunker Gear	1111-1219-40-16400	7,192.00
Pro Auto Supply	468410	04/08/2020	Fire - Parts	1111-1219-33-16000	241.17
Pro Auto Supply	468410-1	04/08/2020	Fire - Parts	1111-1219-33-16000	150.98
Russell True Value	461617	04/15/2020	Fire - Supplies	1111-1219-33-16000	14.23
				Department 1219 - Rural Fire & EMS Total:	**7,715.38**
Department: 1220 - Parks & Building Maintenance					
Home Depot Dept 32-2540929...	0011529	03/18/2020	BM - Material	1111-1220-37-16330	76.23
City of Del Rio	04-023000-01-3/25/2020	03/25/2020	BM - Utilities	1111-1220-37-16503	630.16
City of Del Rio	05-007500-00-3/25/2020	03/25/2020	BM - Utilities	1111-1220-37-16503	46.15
City of Del Rio	05-007550-00-3/25/2020	03/25/2020	BM - Utilities	1111-1220-37-16503	14.21
City of Del Rio	05-007600-00-3/25/2020	03/25/2020	BM - Utilities	1111-1220-37-16503	707.02
City of Del Rio	46-001690-00-3/30/2020	03/30/2020	BM - Utilities	1111-1220-37-16503	886.00
City of Del Rio	46-007770-00-3/30/2020	03/30/2020	BM - Utilities	1111-1220-37-16503	58.74
City of Del Rio	46-012840-01-3/30/2020	03/30/2020	BM - Utilities	1111-1220-37-16503	168.72
City of Del Rio	46-012950-00-3/30/2020	03/30/2020	BM - Utilities	1111-1220-37-16503	49.51
City of Del Rio	46-013205-00-3/30/2020	03/30/2020	BM - Utilities	1111-1220-37-16503	66.68
City of Del Rio	46-013810-01-3/30/2020	03/30/2020	BM - Utilities	1111-1220-37-16503	54.83
City of Del Rio	46-013820-00-3/30/2020	03/30/2020	BM - Utilities	1111-1220-37-16503	235.22
City of Del Rio	46--013850-00-3/30/2020	03/30/2020	BM - Utilities	1111-1220-37-16503	16.40
Red River Waste Solutions	000522909-1	03/31/2020	BM - Utilities	1111-1220-37-16503	130.00
AT&T Corp	03/31/20	03/31/2020	BM - Utilities	1111-1220-37-16503	50.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
City of Del Rio	55-100174-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	117.29
City of Del Rio	55-118000-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	117.29
City of Del Rio	55-590000-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	117.29
City of Del Rio	55-618000-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	117.29
City of Del Rio	55-754000-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	163.17
City of Del Rio	55-81300-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	117.29
City of Del Rio	55-814000-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	226.62
City of Del Rio	55-815000-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	226.62
City of Del Rio	55-817000-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	117.29
City of Del Rio	55-825000-00-3/31/2020	03/31/2020	BM - Dumpster	1111-1220-37-16503	163.17
Time Warner Cable	0076316040120	04/01/2020	Dist Clerk - Internet	1111-1220-37-16503	125.64
Time Warner Cable	0370966040120	04/01/2020	Aud/Treas - Internet	1111-1220-37-16503	325.11
Time Warner Cable	074261801040120	04/01/2020	BM - Utilities	1111-1220-37-16503	270.28
City of Del Rio	10-000200-00-4/01/2020	04/01/2020	BM - Utilities	1111-1220-37-16503	375.92
Sentry Security Service	228500	04/01/2020	BM - Monitoring	1111-1220-37-16480	87.00
Time Warner Cable	0177930040220	04/02/2020	Fire - Internet	1111-1220-37-16503	120.61
Time Warner Cable	0527144040220	04/02/2020	Vet - Internet	1111-1220-37-16503	115.58
Time Warner Cable	0538612040320	04/03/2020	Lib - Internet	1111-1220-37-16503	2,044.68
Frontier Southwest Incorporated	090319-5-4/03/20	04/03/2020	BM - Utilities	1111-1220-37-16503	129.66
City of Del Rio	14-015200-01-4/03/2020	04/03/2020	BM - Utilities	1111-1220-37-16503	59.37
City of Del Rio	15-002680-00-4/06/2020	04/06/2020	BM - Utilities	1111-1220-37-16503	446.48
City of Del Rio	15-002800-00-4/06/2020	04/06/2020	BM - Utilities	1111-1220-37-16503	37.09
Sherwin Williams	3707-0	04/06/2020	BM - Material	1111-1220-37-16330	17.54
Sherwin Williams	3709-6	04/06/2020	BM - Material	1111-1220-37-16330	36.34
T.J. Moore Lumber	474007	04/06/2020	BM - Material	1111-1220-37-16330	10.51
Tractor Supply Co.Dept. 30-120...	538482	04/06/2020	BM - Material	1111-1220-37-16330	16.99
Time Warner Cable	0497272040720	04/07/2020	BM - Internet	1111-1220-37-16503	115.06
City of Del Rio	21-017400-00-4/07/2020	04/07/2020	BM - Utilities	1111-1220-37-16503	598.79
City of Del Rio	21-300000-01-4/07/2020	04/07/2020	BM - Utilities	1111-1220-37-16503	73.26
Russell True Value	461333	04/07/2020	BM - Material	1111-1220-37-16330	24.99
Russell True Value	461366	04/07/2020	BM - Material	1111-1220-37-16330	4.58
McCoy's	8851111	04/07/2020	BM - Material	1111-1220-37-16330	22.54
Emilio Ruiz	081633	04/08/2020	BM - Tire Repais	1111-1220-37-16520	30.00
McCoy's	8851160	04/08/2020	BM - Material	1111-1220-37-16330	8.25
Frontier Southwest Incorporated	031020-5-4/11/20	04/11/2020	BM - Utilities	1111-1220-37-16503	73.51
T.J. Moore Lumber	474575	04/13/2020	Hail Damage - BM - Material	1111-1220-37-16330	338.65
T.J. Moore Lumber	474587	04/13/2020	Hail Damage - BM - Material	1111-1220-37-16330	28.99
Val Verde County	524	04/13/2020	BM - Bulbs/Ballast	1111-1220-37-16300	11.06
Val Verde County	524	04/13/2020	BM - Bulbs/Ballast	1111-1220-37-16300	16.80
Cavallo Energy Texas Llc	B2004090523	04/13/2020	BM - Utilities	1111-1220-37-16503	19,946.34
Walmart	02804	04/14/2020	BM - Supplies	1111-1220-37-16330	27.21
Russell True Value	461551	04/14/2020	BM - Material	1111-1220-37-16330	16.99
Russell True Value	461578	04/14/2020	BM - Material	1111-1220-37-16330	4.74
T.J. Moore Lumber	474652	04/14/2020	Hail Damage - BM - Material	1111-1220-37-16330	17.08
T.J. Moore Lumber	474693	04/14/2020	BM - Material	1111-1220-37-16330	41.66
Unifirst Corporation	8232755037	04/14/2020	BM - Uniforms	1111-1220-37-16330	69.68
Russell True Value	461614	04/15/2020	BM - Material	1111-1220-37-16330	9.16
T.J. Moore Lumber	474725	04/15/2020	BM - Material	1111-1220-37-16330	27.92
T.J. Moore Lumber	474738	04/15/2020	BM - Credit Memo	1111-1220-37-16330	-14.09
T.J. Moore Lumber	474742	04/15/2020	BM - Material	1111-1220-37-16330	3.17
T.J. Moore Lumber	474783	04/15/2020	BM - Material	1111-1220-37-16330	4.50
T.J. Moore Lumber	474804	04/15/2020	BM - Material	1111-1220-37-16330	13.14
Home Depot Dept 32-2540929...	1021303	04/16/2020	BM - Material	1111-1220-37-16330	4.75
T.J. Moore Lumber	474823	04/16/2020	BM - Material	1111-1220-37-16330	4.50
T.J. Moore Lumber	474841	04/16/2020	BM - Material	1111-1220-37-16330	23.80
T.J. Moore Lumber	474854	04/16/2020	BM - Material	1111-1220-37-16330	7.09
T.J. Moore Lumber	474863	04/16/2020	BM - Credit Memo	1111-1220-37-16330	-7.09
T.J. Moore Lumber	474866	04/16/2020	BM - Material	1111-1220-37-16330	12.04
T.J. Moore Lumber	474894	04/16/2020	BM - Material	1111-1220-37-16330	6.46
T.J. Moore Lumber	474899	04/16/2020	BM - Material	1111-1220-37-16330	6.92

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
McCoy's	8851348	04/16/2020	BM - Material	1111-1220-37-16330	13.43
Del Rio Welders Equip.	D665719	04/16/2020	BM - Sling	1111-1220-37-16311	209.00
Del Rio Welders Equip.	D665720	04/16/2020	BM - Material	1111-1220-37-16330	106.95
Emilio Ruiz	081643	04/17/2020	BM - Tire Repair	1111-1220-37-16520	15.00
City of Del Rio	291224	04/17/2020	BM - Landfill	1111-1220-37-16330	4.95
McCoy's	8851360	04/17/2020	BM - Material	1111-1220-37-16330	5.73
Orlando Carrillo	11270	04/20/2020	BM - Pest Service	1111-1220-37-16480	39.00
Orlando Carrillo	11271	04/20/2020	BM - Pest Services	1111-1220-37-16480	39.00
Orlando Carrillo	11275	04/20/2020	BM - Pest Service	1111-1220-37-16480	39.00
Orlando Carrillo	11301	04/22/2020	BM - Pest Service	1111-1220-37-16480	39.00
Orlando Carrillo	11303	04/22/2020	BM - Pest Service	1111-1220-37-16480	39.00
Orlando Carrillo	11305	04/22/2020	BM - Pest Service	1111-1220-37-16480	39.00
				Department 1220 - Parks & Building Maintenance Total:	**31,054.30**
Department: 1221 - Sheriff					
Quill Corporation	4757631	02/13/2020	Sheriff - Office	1111-1221-33-16600	7.59
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	11.04
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	7.46
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	7.22
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	6.79
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	10.00
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	22.45
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	275.40
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	18.66
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	29.74
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	40.80
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	47.69
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	61.20
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	12.40
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	16.61
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	18.69
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	20.38
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	26.34
Quill Corporation	4777453	02/13/2020	Sheriff - Office	1111-1221-33-16600	16.99
Quill Corporation	4910210	02/20/2020	Sheriff - Office	1111-1221-33-16600	129.18
Quill Corporation	5254665	03/05/2020	Sheriff - Office	1111-1221-33-16600	66.29
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	39.99
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	9.84
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	47.22
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	22.38
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	19.80
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	34.16
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	23.74
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	8.48
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	185.28
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	44.96
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	43.98
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	8.48
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	8.92
Quill Corporation	5280602	03/05/2020	Sheriff - Office	1111-1221-33-16600	152.98
Quill Corporation	5375458	03/10/2020	Sheriff - Office	1111-1221-33-16600	26.34
Quill Corporation	5584692	03/17/2020	Sheriff - Office	1111-1221-33-16600	224.99
Quill Corporation	5685370	03/19/2020	Sheriff - Office	1111-1221-33-16600	26.25
Quill Corporation	5688701	03/19/2020	Sheriff - Office	1111-1221-33-16600	7.59
Quill Corporation	5688701	03/19/2020	Sheriff - Office	1111-1221-33-16600	106.38
Quill Corporation	5688701	03/19/2020	Sheriff - Office	1111-1221-33-16600	62.98
Quill Corporation	5688701	03/19/2020	Sheriff - Office	1111-1221-33-16600	33.22
Quill Corporation	5688701	03/19/2020	Sheriff - Office	1111-1221-33-16600	24.64
Quill Corporation	5688701	03/19/2020	Sheriff - Office	1111-1221-33-16600	152.98
Quill Corporation	5709021	03/20/2020	Sheriff - Office	1111-1221-33-16600	31.44
Nardis Inc.	0188386-IN	04/07/2020	Sheriff - Boots	1111-1221-33-16560	93.49

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DS Waters of America Inc	11089708040820-3	04/08/2020	Sheriff - Water	1111-1221-33-16600	90.83
Pico Propane Operating	06603054-I	04/09/2020	Sheriff - Fuel	1111-1221-33-17061	567.36
				Department 1221 - Sheriff Total:	**2,951.62**
Department: 1223 - Other County Expenditures					
David Clay Cowan	3822CCL	12/02/2019	CCL - CPS - Cowen	1111-1223-31-16780	1,485.93
David Clay Cowan	3525CCL-2	12/03/2019	CCL - CPS - Cowen	1111-1223-31-16780	184.00
Sandra R. Jackson	1070	01/28/2020	63rd - Crt Rptr Services	1111-1223-31-16780	1,370.28
Tom Green County	20P023	01/28/2020	Emergency Detention	1111-1223-35-16650	481.00
Tom Green County	20P023-1	02/07/2020	Emergency Detention	1111-1223-35-16650	681.00
Bickerstaff Heath	111772	04/16/2020	Atty Other - Legal Fees	1111-1223-31-16780	1,020.00
Tom Green County	20P117	03/20/2020	Emergency Detention	1111-1223-35-16650	881.00
F. Gail Schroeter	14035CR	03/21/2020	83rd - Felony - Schroeter	1111-1223-31-16780	450.00
Webb County Treasury	M.E.20-0205	03/22/2020	Autopsy - Parker	1111-1223-30-16760	1,700.00
Natasha A. Torres	19-532-CR	03/24/2020	CCL - Misd - N. Torres	1111-1223-31-16780	100.00
Webb County Treasury	M.E.20-0024	03/25/2020	Autopsy - Sanchez	1111-1223-30-16760	1,700.00
Ortiz & Ortiz, Pc	13687CR-1	03/30/2020	63rd - Felony - Ortiz	1111-1223-31-16780	450.00
Jackson L. Lindsey	14379CR	03/30/2020	83rd - Felony - Lindsey	1111-1223-31-16780	350.00
Law Office of Gregory D Torres	14576CR	03/30/2020	63rd - Felony - Torres	1111-1223-31-16780	750.00
Walmart	06229	03/31/2020	Comp Maint - TV/Mount	1111-1223-30-16414	178.00
Walmart	06229	03/31/2020	Comp Maint - TV/Mount	1111-1223-30-16414	18.96
Melody's Southwest Consortium	47609	03/31/2020	HR - Labs	1111-1223-30-16820	120.00
Wilbarger County	MED-1972	03/31/2020	Emergency Detention	1111-1223-35-16650	720.00
CDW Government Inc.	XKS0777	03/31/2020	Comp Maint - Xerox 6515	1111-1223-30-16414	308.63
GCS Technologies Inc.	CW65855	04/07/2020	Comp Maint - SEP-Trend	1111-1223-30-16414	561.00
Guadalupe R. Rodriguez	3674CCL-4	04/08/2020	CCL - CPS - Rodriguez	1111-1223-31-16780	1,984.75
Teamviewer Inc.	2105995665	04/11/2020	Comp Maint - License	1111-1223-30-16414	660.00
Law Office of Priscilla Chacon	14487CR	04/13/2020	83rd - Felony - Chacon	1111-1223-31-16780	1,263.71
Guadalupe R. Rodriguez	3758CCL	04/13/2020	CCL - CPS - Rodriguez	1111-1223-31-16780	1,389.75
Omar A Fuentes	J-19-70-2	04/13/2020	CCL - Misd - Fuentes	1111-1223-31-16780	422.13
Tom Green County	20P165	04/14/2020	Emergency Detention	1111-1223-35-16650	481.00
Andrea Casares	13090CR	04/15/2020	63rd - Felony - Casares	1111-1223-31-16780	450.00
Amistad Snack & Coffee Service	6444	04/15/2020	Invtry- T-Shirt Bags	1111-1223-30-16510	600.00
Tyler Technologies Inc.	025-291934	04/30/2020	Auditor - Posi Pay - Lic/Maint	1111-1223-30-16416	3,750.00
Quad Counties Council On Alco...	05/01/2020	05/01/2020	FY 19/20 May Allocation	1111-1223-35-17220	15,000.00
Edoctec	19117	06/01/2020	JP 2 - Annual Maint Suites	1111-1223-30-16414	2,500.00
				Department 1223 - Other County Expenditures Total:	**42,011.14**
Department: 1224 - Road & Bridge					
Xerox	099932578	04/01/2020	Comm Offc - Copier	1222-1224-34-16010	78.44
Val Verde County Payroll Cleari...	05/01/2020-1	04/28/2020	Payroll Transfer	1222-1224-41-16005	62,512.85
				Department 1224 - Road & Bridge Total:	**62,591.29**
Department: 1225 - Road & Bridge Precinct 1					
Tractor Supply Co.Dept. 30-120...	538483	04/06/2020	Pct 1 - Material	1222-1225-34-17000	54.99
Daniel Chavez	4/7/2020	04/07/2020	Pct 1 - Meals	1222-1225-34-16200	28.00
Carlos Elguezabal	4/7/2020	04/07/2020	Pct 1 - Meals	1222-1225-34-16200	28.00
Pro Auto Supply	468442	04/08/2020	Pct 1 - Parts	1222-1225-34-17000	21.98
T.J. Moore Lumber	474259	04/08/2020	Pct 1 - Material	1222-1225-34-17000	33.55
O'Reilly Auto Parts	0568-334814	04/09/2020	Pct 1 - Parts	1222-1225-34-17000	27.98
David Medina	4/9/2020	04/09/2020	Pct 1 - Meals	1222-1225-34-16200	28.00
Carlos Elguezabal	4/9/2020	04/09/2020	Pct 1 - Meals	1222-1225-34-16200	28.00
Unifirst Corporation	8232754842	04/13/2020	Pct 1 – Uniforms	1222-1225-34-17000	43.20
Tractor Supply Co.Dept. 30-120...	339379	04/14/2020	Pct 1 - Supplies	1222-1225-34-17000	38.98
Arc-Rite Welding	95238	04/15/2020	Pct 1 - Unit 801 Repairs	1222-1225-34-17000	248.57
Arc-Rite Welding	95238	04/15/2020	Pct 1 - Unit 801 Repairs	1222-1225-34-17000	285.00
Arc-Rite Welding	95238	04/15/2020	Pct 1 - Unit 801 Repairs	1222-1225-34-17000	525.00
Arc-Rite Welding	95238	04/15/2020	Pct 1 - Unit 801 Repairs	1222-1225-34-17000	180.00
Tractor Supply Co.Dept. 30-120...	340019	04/16/2020	Pct 1 - Supplies	1222-1225-34-17000	17.99
				Department 1225 - Road & Bridge Precinct 1 Total:	**1,589.24**
Department: 1226 - Road & Bridge Precinct 2					
Val Verde County Tax A/C- Auto	4HDCP4TUP74ZP	03/03/2020	Pct 2 - State Inspection	1222-1226-34-17000	22.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pico Propane Operating	06595176-I	03/12/2020	Pct 2 - Fuel	1222-1226-34-17000	22.50
Cecil Atkission Ford Lincoln, LLC	17666	04/02/2020	Pct 2 - Switch Asy	1222-1226-34-17000	67.70
Russell True Value	461239	04/02/2020	Pct 2 - Supplies	1222-1226-34-17000	28.81
Tractor Supply Co.Dept. 30-120...	538018	04/02/2020	Pct 2 - Material	1222-1226-34-17000	27.96
Del Rio Welders Equip.	D665334	04/02/2020	Pct 2 - Pallet Jack	1222-1226-34-17000	429.00
City of Del Rio	290041	04/06/2020	Pct 2 - Landfill	1222-1226-34-17000	0.90
Advanced Auto Parts	6666009741070	04/06/2020	Pct 2 - Parts	1222-1226-34-17000	64.47
Unifirst Corporation	8232753912	04/06/2020	Pct 2 - Uniforms	1222-1226-34-17000	42.79
Sunny Faz	4/7/2020	04/07/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
Lupe Puente	4/7/2020	04/07/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
T.J. Moore Lumber	474095	04/07/2020	Pct 2 - Material	1222-1226-34-17000	23.34
T.J. Moore Lumber	474286	04/09/2020	Pct 2 - Material	1222-1226-34-17000	6.54
Sunny Faz	4/10/2020	04/10/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
Candelario Montalvo	4/10/2020	04/10/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
Unifirst Corporation	8232754843	04/13/2020	Pct 2 - Uniforms	1222-1226-34-17000	42.79
T.J. Moore Lumber	474702	04/14/2020	Pct 2 - Material	1222-1226-34-17000	23.39
Pico Propane Operating	06604100-I	04/15/2020	Pct 2 - Fuel	1222-1226-34-17000	22.50
Sunny Faz	4/16/2020	04/16/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
Candelario Montalvo	4/16/2020	04/16/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
				Department 1226 - Road & Bridge Precinct 2 Total:	**992.69**
Department: 1227 - Road & Bridge Precinct 3					
W&W Trucking	10691	03/26/2020	Pct 3 - Dumpster	1222-1227-34-17000	55.00
O'Reilly Auto Parts	0568-333394	04/02/2020	Pct 3 - Parts	1222-1227-34-17000	110.97
O'Reilly Auto Parts	0568-333594	04/03/2020	Pct 3 - Parts	1222-1227-34-17000	156.43
Villarreals Express Lube	005023	04/06/2020	Pct 3 - Oil Change	1222-1227-34-17000	89.95
Pro Auto Supply	468121	04/06/2020	Pct 3 - Parts	1222-1227-34-17000	247.77
Del Rio Grill Guard	6498	04/06/2020	Pct 3 - Hitch	1222-1227-34-17000	375.00
Pro Auto Supply	468288	04/07/2020	Pct 3 - Parts	1222-1227-34-17000	48.67
Unifirst Corporation	8232754104	04/07/2020	Pct 3 - Uniforms	1222-1227-34-17000	45.49
Alvaro's Auto Sale	365605	04/14/2020	Pct 3 - Unit 883 Repairs	1222-1227-34-17000	1,772.19
Unifirst Corporation	8232755036	04/14/2020	Pct 3 - Uniforms	1222-1227-34-17000	44.74
Carlos D. Villarreal	2549	04/15/2020	Pct 3 - Tire Repair	1222-1227-34-17000	10.00
Russell True Value	461615	04/15/2020	Pct 3 - Material	1222-1227-34-17000	62.96
Del Rio Welders Equip.	D665687	04/15/2020	Pct 3 - Material	1222-1227-34-17000	147.56
				Department 1227 - Road & Bridge Precinct 3 Total:	**3,166.73**
Department: 1228 - Road & Bridge Precinct 4					
Unifirst Corporation	8232751561	03/19/2020	Pct 4 - Uniforms	1222-1228-34-17000	45.12
Red River Waste Solutions	000522909	03/31/2020	Pct 4 - Trash Pick-Up	1222-1228-34-17000	680.80
Yellowhouse Machinery Co.	05-67429-LB	04/03/2020	Pct 4 - Rock Bucket	1222-1228-34-17000	2,879.00
Tractor Supply Co.Dept. 30-120...	538736	04/07/2020	Pct 4 - Material	1222-1228-34-17000	12.99
McCoy's	8851131	04/07/2020	Pct 4 - Material	1222-1228-34-17000	18.62
Beverly Hernandez	000318	04/08/2020	Pct 4 - Tint	1222-1228-34-17000	175.00
City of Del Rio	290214	04/08/2020	Pct 4 - Landfill	1222-1228-34-17000	222.30
City of Del Rio	290435	04/09/2020	Pct 4 - Landfill	1222-1228-34-17000	130.05
Unifirst Corporation	8232754448	04/09/2020	Pct 4 - Uniforms	1222-1228-34-17000	45.12
Carlos D. Villarreal	2554	04/14/2020	Pct 4 - Tire Repair	1222-1228-34-17000	35.00
City of Del Rio	290949	04/15/2020	Pct 4 - Landfill	1222-1228-34-17000	187.20
Tractor Supply Co.Dept. 30-120...	340041	04/16/2020	Pct 4 - Pressure Washer	1222-1228-34-17000	499.99
Russell True Value	461665	04/16/2020	Pct 4 - Material	1222-1228-34-17000	37.99
Unifirst Corporation	8232755378	04/16/2020	Pct 4 - Uniforms	1222-1228-34-17000	45.12
				Department 1228 - Road & Bridge Precinct 4 Total:	**5,014.30**
Department: 1230 - 83rd District Court					
CDW Government Inc.	XMC5565	04/07/2020	83rd - Mounting Kit	1111-1230-31-16000	319.11
DS Waters of America Inc	11089708040820-8	04/08/2020	83rd - Water	1111-1230-31-16000	43.48
				Department 1230 - 83rd District Court Total:	**362.59**
Department: 1231 - Risk Management					
DS Waters of America Inc	11089708040820-4	04/08/2020	RM - Water	1111-1231-30-16000	11.05
Val Verde County	526	04/14/2020	RM - Copy Paper	1111-1231-30-16000	21.65

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Amistad Snack & Coffee Service	6443	04/14/2020	RM - Coffee	1111-1231-30-16000	20.16
				Department 1231 - Risk Management Total:	**52.86**
Department: 1247 - Community Center					
Val Verde County	519	04/03/2020	Comm Cntr - Bags	1111-1247-37-16000	157.50
Lone Star Copiers	132857	04/04/2020	Comm Cntr - Copier Maint	1111-1247-37-16205	109.26
DS Waters of America Inc	11089708040820-13	04/08/2020	Comm Cntr - Water	1111-1247-37-16000	28.79
				Department 1247 - Community Center Total:	**295.55**
Department: 1248 - Human Resources					
DS Waters of America Inc	11089708040820-4	04/08/2020	HR - Water	1111-1248-30-16000	11.06
Val Verde County	526	04/14/2020	HR - Copy Paper	1111-1248-30-16000	21.65
Amistad Snack & Coffee Service	6443	04/14/2020	HR - Coffee	1111-1248-30-16000	20.17
				Department 1248 - Human Resources Total:	**52.88**
Department: 1250 - District Attorney					
DS Waters of America Inc	11089708040820-12	04/08/2020	DA - Water	1111-1250-31-16001	13.45
				Department 1250 - District Attorney Total:	**13.45**
Department: 1300 - Non-Departmental Expense					
Texas Workforce Commission	03/31/2020	04/13/2020	Unemployment Ins	1111-1300-30-17265	14,938.21
Zesch & Pickett Administrators	2020-3	04/15/2020	Admin Fees	1111-1300-30-16430	535.50
Texas Association of Counties	25511202005	04/19/2020	Insurance	1111-1300-30-17265	143,672.67
Val Verde County Payroll Clear...	05/01/2020	04/28/2020	Payroll Transfer	1111-1300-41-17510	410,862.51
				Department 1300 - Non-Departmental Expense Total:	**570,008.89**
Department: 3900 - Court Costs					
Texas Parks and Wildlife	A8320081	03/05/2020	JP 2 - T20-7610	3999-3900-00-16000	112.20
Val Verde County	03/31/2020-01	03/31/2020	JP 1 - County Fees	3999-3900-00-16000	10,059.54
Val Verde County Special Reven...	03/31/2020-1	03/31/2020	JP 1 - Tech Fund	3999-3900-00-16000	208.19
Val Verde County Court House ...	03/31/2020-1	03/31/2020	JP - Security Fees	3999-3900-00-16000	180.21
Val Verde County Court House ...	03/31/2020-1	03/31/2020	JP - Crthse Sec Fees	3999-3900-00-16000	58.85
Val Verde County Special Reven...	03/31/2020-2	03/31/2020	JP 2 - Tech Fund	3999-3900-00-16000	261.27
Val Verde County Court House ...	03/31/2020-2	03/31/2020	JP 2 - Security Fees	3999-3900-00-16000	258.87
Val Verde County Court House ...	03/31/2020-2	03/31/2020	JP 2 - Crthse Sec Fees	3999-3900-00-16000	26.55
Val Verde County	03/31/2020-2	03/31/2020	JP 2 - County Fees	3999-3900-00-16000	9,693.27
Val Verde County Court House ...	03/31/2020-4	03/31/2020	JP 4 - Sec Fees	3999-3900-00-16000	98.26
Val Verde County Special Reven...	03/31/2020-4	03/31/2020	JP 4 - Tech Fund	3999-3900-00-16000	116.73
Val Verde County	03/31/2020-4	03/31/2020	JP 4 - County Fees	3999-3900-00-16000	4,339.06
Val Verde County Court House ...	03/31/2020-4	03/31/2020	JP 4 - Crthse Sec Fees	3999-3900-00-16000	37.47
Domino's Pizza	069068	03/31/2020	JP 2 - Restitution	3999-3900-00-16000	13.02
Walmart Restitution	072821	03/31/2020	JP 2 - Restitution	3999-3900-00-16000	2.83
Stripe's	076270	03/31/2020	JP 2 - Restitution	3999-3900-00-16000	33.49
				Department 3900 - Court Costs Total:	**25,499.81**
Department: 4444 - 4444					
Washington National Ins Co	P2007536	04/02/2020	Insurance	1444-4444-31-12070	4,670.01
Texas County & District Retirem...	INV0005204	04/03/2020	Retirement (County)	1444-4444-30-12130	79,331.21
Eyetopia PPA LLC	04/06/20	04/06/2020	Insurance	1444-4444-31-12070	2,396.00
Texas County & District Retirem...	INV0005253	04/17/2020	Retirement (County)	1444-4444-30-12130	78,522.57
Texas Association of Counties	25511202005-1	04/19/2020	Insurance	1444-4444-31-12070	17,458.00
				Department 4444 - 4444 Total:	**182,377.79**
Department: 9111 - Emergency					
Juan M. Vicuna	1188	03/23/2020	COVID 19 - Co Judge - Stickers/F...	1111-9111-33-01200	4,125.00
Juan M. Vicuna	1188	03/23/2020	COVID 19 - Co Judge - Stickers/F...	1111-9111-33-01200	2,662.50
Juan M. Vicuna	1188	03/23/2020	COVID 19 - Co Judge - Stickers/F...	1111-9111-33-01200	2,100.00
Juan M. Vicuna	1188	03/23/2020	COVID 19 - Co Judge - Stickers/F...	1111-9111-33-01200	1,875.00
CDW Government Inc.	XJ86412	03/23/2020	COVID 19 - IT - Netgear Switch	1111-9111-30-01215	213.39
CDW Government Inc.	XJH8406	03/24/2020	COVID 19 - IT - Capture Adapter	1111-9111-30-01215	183.68
Card Service Center	0443-266.85	03/25/2020	COVID 19 - Canopy's	1111-9111-33-01200	266.85
Card Service Center	0443-407.82	03/26/2020	COVID19 - Meals	1111-9111-33-01200	407.82
Arc-Rite Welding	95087	03/26/2020	COVID 19 - Tax - Drop Box	1111-9111-33-01200	705.46
Holt Company of Texas	G32568	03/31/2020	COVID 19 - Co Judge - Generator...	1111-9111-33-01200	3,108.45
Holt Company of Texas	RCES00011841	03/31/2020	COVID 19 - Co Judge - Credit M...	1111-9111-33-01200	-2,149.63

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Home Depot Dept 32-2540929...	6620545	04/01/2020	COVID 19 - IT - Cable	1111-9111-30-01215	230.00
De Nora Neptune, LLC	2900	04/03/2020	COVID 19 - Co Judge -:Sanitizing...	1111-9111-33-01200	33,650.00
Metro Fire Apparatus Specialists..	152662-1	04/07/2020	COVID 19 - Fire - RS-2 Mask	1111-9111-33-01219	1,468.00
Holt Company of Texas	RIES32568013	04/08/2020	COVID 19 - Co Judge - Generator..	1111-9111-33-01200	960.63
Amazon.com LLC	13KN-GVQV-TJ64	04/09/2020	COVID 19 - Co Judge - Spray Bot...	1111-9111-33-01200	1,140.00
Russell True Value	461436	04/09/2020	COVID 19 - Co Judge - Supplies	1111-9111-33-01200	33.00
Zoom Video Communications, I...	INV15174609	04/10/2020	COVID 19 - IT - Zoom Biz Annual	1111-9111-30-01215	1,999.00
Casie De Luna	042001	04/14/2020	COVID 19 - Co Judge - Face Mas...	1111-9111-33-01200	250.00
Luis Tanajara	4/14/2020	04/14/2020	COVID 19 - Pct 4 - Meals	1111-9111-33-01228	28.00
Daniel Chavez	4/15/2020	04/15/2020	COVID 19 - Pct 1 - Meals	1111-9111-33-01225	28.00
Carlos Elguezabal	4/15/2020	04/15/2020	COVID 19 - Pct 1 - Meals	1111-9111-33-01225	28.00
Val Verde County	527	04/15/2020	COVID 19 - Pct 2 - Bags	1111-9111-33-01226	80.00
Home Depot Dept 32-2540929...	1021302	04/16/2020	COVID 19 - Co Judge - Wood/Pl...	1111-9111-33-01200	927.59
Home Depot Dept 32-2540929...	1042328	04/16/2020	COVID 19 - Co Judge - Wood/Pl...	1111-9111-33-01200	34.90
Luis Tanajara	4/17/2020	04/17/2020	COVID 19 - Pct 4 - Meals	1111-9111-33-01228	28.00
Martha Mendoza	100	04/22/2020	COVID 19 - Co Judge - Face Mas...	1111-9111-33-01200	3,600.00
Val Verde County	529	04/22/2020	COVID 19 - Pct 1 - Bags	1111-9111-33-01225	100.00
				Department 9111 - Emergency Total:	**58,083.64**
				Grand Total:	**1,008,965.18**

Expense Approval Report

Report Summary

Fund Summary

Fund	Expense Amount
1111 - General Fund	723,381.33
1178 - Tax Note 2016	38.00
1222 - Balance Road & Bridge	73,354.25
1444 - Payroll Clearing County	182,377.79
1725 - Court House Security Fund	18.50
2666 - Grants	4,295.50
3999 - JP 1-4 Court Costs	25,499.81
Grand Total:	**1,008,965.18**

Account Summary

Account Number	Account Name	Expense Amount
1111-1201-30-16000	County Clerk - Office Suppl...	205.52
1111-1201-30-16302	County Clerk - EDOC and ...	4,973.00
1111-1204-31-16000	63rd District Court - Office...	36.37
1111-1204-31-16475	63rd District Court - Copie...	42.50
1111-1205-31-16000	District Clerk - Office Supp...	89.52
1111-1205-31-16415	District Clerk - Copier Exp...	510.50
1111-1207-31-16000	Justice of the Peace #2 - O...	57.59
1111-1210-31-16000	Court At Law - Office Supp...	387.06
1111-1211-31-16000	County Attorney - Office ...	1,340.19
1111-1212-30-16000	County Auditor - Office S...	5.99
1111-1213-30-16000	County Treasurer - Office ...	5.99
1111-1213-30-16415	County Treasurer - Copier...	300.00
1111-1213-30-16500	County Treasurer - Rent	1,000.00
1111-1214-30-16000	Tax Assessor Collector - Of...	152.96
1111-1216-30-16000	Purchasing Department - ...	57.45
1111-1217-30-16000	County Agent - Office Sup...	24.16
1111-1217-30-16415	County Agent - Copier Ex...	186.53
1111-1218-36-16000	County Library - Office Su...	654.15
1111-1218-36-16415	County Library - Copier Ex...	462.73
1111-1218-36-16680	County Library - Books	286.82
1111-1219-33-16000	Rural Fire & EMS - Office ...	523.38
1111-1219-40-16400	Rural Fire & EMS - Capital...	7,192.00
1111-1220-37-16300	Parks and Building Maint...	27.86
1111-1220-37-16311	Parks and Building Maint...	209.00
1111-1220-37-16330	Parks and Building Maint...	996.30
1111-1220-37-16480	Parks and Building Maint...	321.00
1111-1220-37-16503	Parks and Building Maint...	29,455.14
1111-1220-37-16520	Parks and Building Maint...	45.00
1111-1221-33-16560	Sheriff's Department - Uni...	93.49
1111-1221-33-16600	Sheriff's Department - Op...	2,290.77
1111-1221-33-17061	Sheriff's Department - Au...	567.36
1111-1223-30-16414	Other - Computer Mainte...	4,226.59
1111-1223-30-16416	Tyler Annual Fee	3,750.00
1111-1223-30-16510	Other - Inventory	600.00
1111-1223-30-16760	Other - Autopsy and Men...	3,400.00
1111-1223-30-16820	Other - Contingencies	120.00
1111-1223-31-16780	Other - Attorney's Other	11,670.55
1111-1223-35-16650	Other - Hosptial	3,244.00
1111-1223-35-17220	Other - Family Violence C...	15,000.00
1111-1230-31-16000	83rd District Court - Office...	362.59
1111-1231-30-16000	Risk Management - Office...	52.86
1111-1247-37-16000	Community Center - Offic...	186.29
1111-1247-37-16205	Community Center - Copi...	109.26
1111-1248-30-16000	Human Resources - Office...	52.88
1111-1250-31-16001	District Attorney - Office ...	13.45
1111-1300-30-16430	Non-Departmental - Cafet...	535.50

Expense Approval Report

Account Summary

Account Number	Account Name	Expense Amount
1111-1300-30-17265	Non-Departmental - Insur...	158,610.88
1111-1300-41-17510	Transfers to Payroll Clear...	410,862.51
1111-9111-30-01215	IT Department - COVID - 19	2,626.07
1111-9111-33-01200	County Judge - COVID - 19	53,697.57
1111-9111-33-01219	Fire Dept - COVID - 19	1,468.00
1111-9111-33-01225	Road and Bridge Pct #1 - ...	156.00
1111-9111-33-01226	Road and Bridge Pct #2 - ...	80.00
1111-9111-33-01228	Road and Bridge Pct #4 - ...	56.00
1178-1111-34-16005	Tax Note 2016 Pct 4	38.00
1222-1224-34-16010	Road and Bridge - Copier ...	78.44
1222-1224-41-16005	Transfer for Payroll	62,512.85
1222-1225-34-16200	Road and Bridge Pct. #1 - ...	112.00
1222-1225-34-17000	Road and Bridge Pct. #1 - ...	1,477.24
1222-1226-34-16200	Road and Bridge Pct. #2 - ...	168.00
1222-1226-34-17000	Road and Bridge Pct. #2 - ...	824.69
1222-1227-34-17000	Road and Bridge Pct. #3 - ...	3,166.73
1222-1228-34-17000	Road and Bridge Pct. #4 - ...	5,014.30
1444-4444-30-12130	A/P Retirement	157,853.78
1444-4444-31-12070	A/P Insurance	24,524.01
1725-1111-30-16000	Court House Security Fund...	18.50
2666-1074-31-26170	Contractual and Professi...	4,295.50
3999-3900-00-16000	JP #1-4 Court Costs - Exp...	25,499.81
	Grand Total:	**1,008,965.18**

Project Account Summary

Project Account Key		Expense Amount
None		1,008,965.18
	Grand Total:	**1,008,965.18**

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#110

ADOPTION OF QUALIFIED REPLACEMENT BENEFIT ARRANGEMENT

EFFECTIVE January 1, 2020

Val Verde County

Purpose of this Publication

Section 113.1 of the Administrative Code for the Texas County and District Retirement System establishes a qualified governmental excess benefit program in accordance with Section 415(m) of the Internal Revenue Code and as authorized under Section 845.504, Government Code. The program entitled as the "Texas County and District Retirement System Qualified Replacement Benefit Arrangement" is maintained solely for the purpose of providing for the payment of that portion of the annual retirement benefits that had been accrued by and would otherwise be payable with respect to a member of the Texas County and District Retirement System but for the limitation on the payment of benefits under Section 415(b) of the Internal Revenue Code of 1986, as amended.

Definitions

As defined under section 113.2, the following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) "Act" means the provisions of Texas Government Code, Title 8, Subtitle F, as amended from time to time, establishing the Texas County and District Retirement System.

(2) "Arrangement" means the Texas County and District Retirement System Qualified Replacement Benefit Arrangement, as set forth herein and as amended from time to time.

(3) "TCDRS" or "System" means the Texas County and District Retirement System, as established under the provisions of the Act.

(4) "Benefit Recipient" means any individual who receives a retirement benefit from TCDRS as a Retiree or as a surviving beneficiary of a deceased Member or Retiree. The term may include an alternate payee of a deceased Member or Retiree.

(5) "Benefit" means a retirement benefit accrued under the provisions of the Act.

(6) "Board" means the Board of Trustees of TCDRS.

(7) "Code" means the Internal Revenue Code of 1986, as amended (and corresponding provisions of any subsequent federal tax laws) and the regulations there under.

(8) "Effective Date" means January 1, 2006, the effective date of the Arrangement.

(9) "Eligible Member" means a Retiree or a deceased Member or Retiree with respect to an Employer, from and after the date the Employer adopts the Arrangement.

(10) "Employer" means an Employer whose employees are Members of TCDRS with respect to retirement benefits paid by TCDRS under the provisions of the Act; provided that the Employer signs an adoption agreement in the form specified by the Board to adopt the Arrangement.

(11) "Restricted Benefit" means the maximum Benefit permitted to be paid to a Benefit Recipient under the Retirement Plan of the Employer, as limited by Code Section 415, in accordance with Section 844.008 of the Act.

(12) "Member" means any individual who accrues or has accrued a Benefit under the Act.

(13) "Participant" means any Benefit Recipient with respect to an Employer who is eligible to participate in the Arrangement in accordance with Article 2.

(14) "Retirement Plan" means the defined benefit plan established under TCDRS for employees of the Employer, and their beneficiaries, in accordance with the Act, and qualified under Code Section 401(a).

(15) "Retiree" means a Member who receives a Benefit under the Act with respect to an Employer.

(16) "Unrestricted Benefit" means the benefit that would be payable to a Benefit Recipient under the Retirement Plan of the Employer if the limits of Code Section 415 were not applicable in accordance with Section 844.008 of the Act.

Eligibility and Payments

(a) Eligibility to Receive Payments.
If, at the time an Eligible Member becomes a Retiree or dies or at any time thereafter, the Unrestricted Benefit of the Benefit Recipient under the Retirement Plan of the Employer exceeds the Restricted Benefit payable to the Benefit Recipient at that time, the Benefit Recipient shall become a Participant and shall be entitled to receive payments under this Arrangement, in accordance with the terms hereof, and may not waive or defer the receipt of such payments. A Benefit Recipient shall in no event become a Participant until the later of:

(1) January 1, 2006, the Effective Date of the Arrangement, or

(2) the effective date of the applicable Employer's adoption of the Arrangement.

(b) Amount of Payments.
A Participant shall receive payments under this Arrangement equal to the difference between the Participant's Unrestricted Benefit and his or her Restricted Benefit, provided that the amount of payments so determined shall be subject to change and to such adjustments as TCDRS deems appropriate, from time to time. In no event shall a Participant be entitled to receive a payment under this Arrangement if such payment, when combined with other payments under this Arrangement and under the Retirement Plan of the Employer, would result in the Participant receiving total payments in excess of the Participant's Unrestricted Benefit.

(c) Form and Timing of Payments.
Payments under this Arrangement shall be paid by the applicable Employer to each Participant at the time and in the form and manner as the System may direct. Any election made by an Eligible Member with regard to the distribution of Benefits under the System, including the designation of a named beneficiary, as defined in Section 841.001(4) of the Act, shall be equally applicable to and binding on such Eligible Member and on all persons who at any time have or claim to have any interest in connection with payments under this Arrangement.

(d) Effect on TCDRS.

Any Benefit payable under the Retirement Plan of the Employer established under TCDRS shall be paid solely in accordance with the terms and provisions thereof and shall be subject to Section 415 of the Code and other applicable tax limitations; nothing in this Arrangement shall operate or be construed in any way to modify, amend or affect the Benefits payable there under.

(e) Tax Withholding.
All payments under this Arrangement shall be subject to and reduced by applicable federal, state and local income, payroll and other tax withholding requirements and all other applicable deductions required by this Arrangement or by law.

(f) Participation Determined Annually.
Participation in the Arrangement shall be determined annually for each plan year. In any plan year, benefits shall only be paid under the Arrangement to a Participant after the date in the plan year that the benefits paid to such person from TCDRS under the Retirement Plan of the Employer have reached the maximum annual benefit that can be paid by TCDRS under Code Section 415 for that plan year. The date the maximum annual benefit payment from TCDRS is reached is the beginning date of participation by the Participant for that plan year. The beginning date of a Participant's participation in the Arrangement may change from plan year to plan year as the amount payable under this Arrangement is predetermined. An individual's participation in the Arrangement will cease for any plan year or portion of a plan year for which the individual's Benefit is not limited by Code Section 415.

(g) No Election to Defer Compensation.
No election shall be provided at any time to a Participant or any other individual, directly or indirectly, to defer compensation under the Arrangement.

Administration

(a) Administrator.
TCDRS shall be the Administrator of the Arrangement and shall be responsible for the supervision and control of the operation and administration of the Arrangement, except as otherwise provided herein. Subject to the authority of the Board, TCDRS shall have the exclusive right and full discretion to construe and interpret the Arrangement, to establish rules and procedures for its operation and administration, and to decide any and all questions of fact, actuarial valuation, interpretation, definition or administration arising under or in connection with the administration of the Arrangement. The interpretation and construction of any provisions of the Arrangement by the Administrator and its exercise of any discretion granted under the Arrangement shall be binding and conclusive on all persons who at any time have or claim to have any interest whatever under this Arrangement.

(b) Contributions and Payments.
(1) As soon as administratively feasible and before the receipt of Employer contributions, TCDRS shall calculate the portion of the contributions necessary to make the payments due to Participants of that Employer for the next payment period and for any applicable expenses under this Arrangement. Before depositing its contributions with TCDRS, the Employer shall deduct the calculated amounts and make payment directly to its Participants; and directly to TCDRS for any applicable expenses under the Arrangement. Notwithstanding the foregoing, if

TCDRS determines, in its sole discretion, that the allocation of contributions to the Arrangement would jeopardize the actuarial soundness of the Retirement Plan of the Employer, TCDRS shall terminate the Arrangement and shall notify the participating Employer and Participants.

(2) Amounts deducted for payments and expenses under the Arrangement shall be separately accounted for and shall be used exclusively for payments and expenses under the Arrangement.

(3) The Employer from whom the Eligible Member retired or died while a Member with respect to such Employer shall be solely responsible for paying any amounts due to the Participant under the terms of the Arrangement. TCDRS shall have no obligation to pay any amounts due under the terms of the Arrangement.

(4) The Employer shall be responsible for satisfying all tax withholding, payroll tax payments, other applicable tax payments and reporting requirements applicable to the Arrangement, if any, and shall be responsible for administering all payments due under the Arrangement.

(c) Plan Unfunded.
This Arrangement shall at all times be entirely unfunded within the meaning of the federal tax laws. Nothing contained herein shall be construed as providing for assets to be held in trust for the Participants. No Participant or any other person shall have any interest in any assets of TCDRS or any Employer by reason of the right to receive a payment under the Arrangement. Nothing contained herein shall be construed as a guarantee by TCDRS, any Employer, or any other entity or person that the assets of the Employer will be sufficient to pay any benefit hereunder.

(d) Appeal Procedure.
In the event a dispute arises between the Employer and the Administrator relating to the determination of the Administrator or the interpretation, operation or administration of this Arrangement, the Administrator's decision shall be final, conclusive and binding unless the Employer submits an appeal directly to the Board within 20 days from the date of notice of the decision, for consideration and action in accordance with the administrative review procedures set forth in 34 TAC Sections 101.19 – 101.23. The action of the Board, taken on its own motion or as the result of an appeal, is final, conclusive, and binding.

Amendment and Termination

(a) Amendment and Termination of the Arrangement.
The Board reserves the right, in its sole discretion, to amend or terminate the Arrangement at any time and from time to time. By way of example, and not limitation, the Arrangement may be amended or terminated to eliminate all payments with respect to any Member or other individual who has not become eligible to participate in the Arrangement as of the date of such amendment or termination by reason of retirement or death in accordance with Section 113.3(a) of this chapter. In addition, an amendment or termination may be retroactive to the extent that the Board deems such action necessary, in its sole discretion, to maintain the tax-qualified status of the System or the status of this Arrangement as a qualified governmental excess benefit arrangement as defined in Code Section 415(m) or to avoid jeopardizing the actuarial soundness of the Retirement Plan of the Employer.

(b) Termination of Employer's Participation.

(1) An Employer may terminate its participation in the Arrangement at any time with the consent of and on terms established by the Administrator.

(2) The Administrator may terminate the participation of an Employer if the Employer fails to comply with the rules established by the Board for the administration of the Arrangement as from time to time amended or modified, or fails to perform in accordance with the adoption agreement. The determination of an Employer's failure to comply and subsequent involuntary termination of participation is within the sole discretion and authority of the Administrator. The Administrator's decision is final, conclusive and binding unless timely appealed directly to the Board in accordance with Section 113.3(d) of this chapter.

(c) Participants.

If an Employer's participation in the Arrangement is voluntarily or involuntarily terminated, then any person who is a Benefit Recipient with respect to that Employer and who is a Participant in the Arrangement shall immediately cease such participation and shall be entitled to no benefits under this Arrangement and no benefits shall be paid or due to such Participant on or after the date of such termination. On the termination of an Employer in the Arrangement, the Employer shall have sole and complete responsibility and liability for paying any benefits that would otherwise be payable under the Arrangement with respect to its Participants, and the System and all other participating Employers shall have no responsibility or liability for any such benefits.

General Provisions

(a) Applicable Law.

(1) All questions pertaining to the validity, construction and administration of the Arrangement shall be determined in conformity with the laws of the State of Texas, except to the extent federal law preempts state law.

(2) If any provision of the Arrangement or the application thereof to any circumstance or person is invalid, the remainder of the Arrangement and the application of such provision to other circumstances or persons shall not be affected thereby.

(b) Indemnification

To the extent allowed by law, an Employer electing to participate in the Arrangement must agree to indemnify, defend, and hold harmless the System, the employees of the System, the Board, and all other Employers participating in the Arrangement from and against any and all direct or indirect liabilities, demands, claims, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from the Employer's participation in the Arrangement and/or the Employer's voluntary or involuntary termination of participation in the Arrangement. The agreement of the Employer to indemnify, defend and hold harmless survives the termination of the Employer's participation in the Arrangement and the termination of the Arrangement.

(c) Nonalienation.

Benefits under this Arrangement shall not be subject to alienation or legal process, except to the extent permitted under Government Code, Chapter 804.

(d) No Enlargement of Employment Rights.

The establishment of the Arrangement shall not confer any legal rights upon any

employee or other person for a continuation of employment, nor shall it interfere with the rights of the Employer to discharge any employee and to treat the employee without regard to the effect which that treatment might have upon the employee as a Participant in the Arrangement.

(e) Information Required By Arrangement.
Benefit Recipients, other individuals and Employers shall furnish to the Administrator such evidence, data and information as the Administrator considers necessary or desirable for the purpose of administering the Arrangement.

(f) Paying Benefits, Costs and Expenses from TCDRS Assets is prohibited.
No assets of the System shall be used directly or indirectly to pay benefits under the Arrangement or to pay any costs or expenses of administering the Arrangement. Expenses of administering the Arrangement may include expenses for professional, legal, accounting, and other services, and other necessary or appropriate costs of administration.

1. General Information
Employer: Val Verde County
Employer Address:
Employer Contact:
Contact Phone:
Contact Email:

2. Adoption of Arrangement
The undersigned Employer hereby adopts the TCDRS Qualified Replacement Benefit Arrangement ("Arrangement") with respect to employees and former employees of Employer who are Members of TCDRS and with respect to benefits paid by TCDRS under the provisions of Government Code, Title 8, Subtitle F. The signatories represent that they have the authority to sign this Agreement and bind the Employer to the terms hereof. The signatories further represent that they and the Employer have taken all actions necessary to effectuate the terms of this Agreement, including but not limited to obtaining any approval required by the Employer's board or other governing body.

3. Agreement to be Bound by Terms of Arrangement
Employer agrees to be bound by the terms of the Arrangement, as the same may be amended from time to time. Employer further agrees to be bound by all actions, decisions and interpretations of TCDRS or the board of trustees of TCDRS, in connection with the administration of the Arrangement.

4. Obligations of Employer
Employer acknowledges that it shall be solely responsible for paying any amounts received from TCDRS and due under the terms of the Arrangement to the Benefit Recipients for the Eligible Members who retired from Employer or who died while a Member with respect to Employer.

Employer agrees to pay to each Participant on each payment date the amount remitted to Employer by TCDRS to satisfy the Employer's obligation to each such Participant, reduced by all applicable federal, state and local income, payroll and other tax withholding amounts, if any.

Employer acknowledges that it shall be solely responsible for satisfying all tax withholding, payroll tax payments, other applicable tax payments and reporting requirements applicable under the Arrangement, if any.

To the extent allowed by law, Employer agrees to indemnify, defend, and hold harmless the System, the employees of the System, the Board, and all other Employers participating in the Arrangement from and against any and all direct or indirect liabilities, demands, claims, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from the Employer's participation in the Arrangement and/or the Employer's voluntary or involuntary termination of participation in the Arrangement. The agreement of Employer to indemnify, defend and hold harmless survives the termination of the Employer's participation in the Arrangement and the termination of the Arrangement.

It is understood that current funds have not been obligated by Employer for this indemnification.

Val Verde County AUTHORIZATION TO ADOPT

QUALIFIED REPLACEMENT BENEFIT ARRANGEMENT

With respect to the participation of Val Verde County in the Texas County & District Retirement System (TCDRS) for the 2020 plan year, this qualified replacement benefit arrangement was adopted in the Open Session Date.

Certification
I certify that the foregoing authorization concerning the participation of Val Verde County in the Texas County and District Retirement System Qualified Replacement Benefit Arrangement truly and accurately reflects the official action taken during a properly posted and noticed meeting on, 2020 by the Commissioners Court of Val Verde County as such is recorded in the official minutes.

County Judge or Presiding Officer Lewis D Owens

Date: 4-29-20

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#15

STATE OF TEXAS §
§
COUNTY OF VAL VERDE §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Texas Forest Service has determined that drought conditions exist within Val Verde County; and

IT IS HEREBY ORDERED by the Commissioners Court of Val Verde County that all **outdoor burning is prohibited** in the unincorporated area of the county for **90 days** from the date of **adoption** of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners Court, based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1)
Firefighters training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this **Order** is a **Class C Misdemeanor**, punishable by a fine not to exceed $500.00.

Burning will be allowed only with written permission from Val Verde County Fire Chief or Val Verde County Judge.

ADOPTED this 29 DAY OF April, 2020.

Lewis G. Owens Jr.
Val Verde County Judge

Martin Wardlaw, Commissioner Pct. 1

Juan C. Vazquez, Commissioner Pct. 2

Robert Beau Nettleton, Commissioner Pct. 3

Gustavo Flores, Commissioner Pct.4

Attest:
Generosa Gracia-Ramon
Val Verde County Clerk

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

#16

TxCDBG INITIAL ACQUISITION REPORT

A600

Grant Recipient Name: Val Verde County Contract Number: 7219085

This form must be submitted prior to release of any contract construction funds. This form must be resubmitted if the need for additional acquisition not previously reported is required.

1. Is acquisition of real property (including acquisition already completed) required to complete the project described in the TxCDBG contract performance statement. (Answer **Yes** or **No**):

☒ **Yes, acquisition activity is required as stated in the performance statement.**

☐ **Yes, acquisition activity is required, but is not currently included in the performance statement.**
A Performance Statement Modification will be submitted to the Contract Specialist.

Check the below boxes as applicable to the acquisition activity:

- ☐ Acquisition has been completed and supporting documentation has been submitted.
- ☒ Funds are budgeted for the acquisition activity.
- ☐ Acquisition of real property for the project site is required.
- ☒ Acquisition of right of way easements is required.

2. Does this locality have the authority to exercise Eminent Domain? (Answer **Yes** or **No**)

☒ **Yes, this locality DOES have the authority to exercise Eminent Domain for this project.**

Check the below boxes as applicable. Acquisition is INVOLUNTARY unless **all** the below are checked.

- ☒ The locality will inform the property owner of the value of the property.
- ☒ The locality will NOT acquire the property if negotiations fail to result in an amicable agreement, AND the owner will be informed in writing.
- ☒ Property to be acquired is NOT part of an intended, planned or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
- ☒ No specific site needs to be acquired.

This acquisition is VOLUNTARY

The locality will inform the owner **IN WRITING:**

1) of the just compensation value of the property; and
2) that the locality will NOT acquire the property through the use of eminent domain if negotiations fail to result in an amicable agreement.

Description of real property to be acquired and justification for acquisition:	Easement for Waterline Installation

☒ Project map attached indicating location of property to be acquired. (**Required**) Including alternate site(s) for voluntary acquisition (if applicable) .

This form required as of May 1, 2019. All previous versions are obsolete.

Please Initial the Following Certifications:

_____I certify that the above information is correct. All acquisition activity for this project will comply with TxCDBG Project Implementation Manual program requirements and will be completed prior to beginning construction.

_____I understand that an environmental review is required before the acquisition of any real property.

Printed Name	Lewis G. Owens Jr.	Title	Val Verde County Judge
Signature of Chief Local Official	Lewis G Owens	Date	4-29-20

Please note that complete acquisition records remain subject to compliance review during interim and close-out monitoring.

TDA USE ONLY

Reviewer: _____ Approval Date: _____

☐ TDA accepts the initial acquisition report and grants approval to proceed with involuntary acquisition procedures.

☐ TDA accepts the initial acquisition report and approves the waiver valuation based on the Grant Recipient's certification of anticipated property value.

☐ TDA accepts the initial acquisition report and grants approval to proceed with voluntary acquisition.

This form required as of May 1, 2019. All previous versions are obsolete.

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#17

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

April 29, 2020

Gary McAdams, THPO
Wichita and Affiliated Tribes
Wichita, Keechi, Waco, & Tawakonie Tribe)
P O Box 729
Anadarko, OK. 73005
gary.mcadams@wichitatribe.com

RE: Val Verde County TxCDBG 7219085 Colonia Construction Fund First Time Water Service for Rise Estates, San Felipe Pastures, and Vega Verde Road Colonias

Dear Reviewer:

Val Verde County has been awarded a Texas Community Development Program Colonia Construction Fund Grant to provide for Construction, Engineering and Administration Activities to implement First Time Water Service to residents of Rise Estates, San Felipe Pastures and Vega Verde Road Colonias in Val Verde County.

The County of Val Verde has three colonias without potable water. Residents must haul water from Del Rio several miles away. The county shall install water pipes and service connections to provide a clean and reliable source of household water and provide fire protection.

ACTIVITIES

Water Improvements Rise Estates Colonia - Contractor shall provide first-time water service access to residents of Rise Estates Colonia to eliminate threat to public health. Contractor shall install approximately fourteen thousand one hundred fifty-one linear feet (14, 151 l. ft.) of eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances, including traffic and erosion control, at the following location(s):

STREET	FROM	TO
On Quail Trail	2,800 l. ft. west of Buck Trail	Buck Trail
Buck Trail	Quail Trail	End of Buck Trail
Fox Trail	Buck Trail	End of Fox Trail

Rehab Single Unit Water Service Rise Estates Colonia - Contractor shall provide first-time water service to eighteen (18) households in Rise Estates Colonia to eliminate threat to public health. Construction shall include installation of eighteen (18) yard service lines, water meters, and all associated appurtenances. Construction shall take place in the Rise Estates colonia. These activities shall benefit eighty-seven (87) persons, of which eighty-seven (87) or one hundred percent (100%) are of low-to-moderate income.

Water Improvements San Felipe Pastures Colonia - Contractor shall provide first-time water service access to households in San Felipe Pastures Colonia to eliminate threat to public health. Contractor shall install approximately thirteen thousand seven hundred eighty-six linear feet (13,786 l. ft.) of eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances. Construction shall take place at the following location(s):

STREET	FROM	TO
Tierra Blanca Drive	600 l. ft. N. of FM 2523	End of Tierra Blanca Drive
Easement Route	End of Tierra Blanca Drive	State Loop 79
State Loop 79	Tierra Blanca Drive	Paisano Road
Easement Route	State Loop 79	Paisano Road

Rehab Single Unit Water Service San Felipe Pastures Colonia - Contractor shall provide first-time water service to ten (10) households in San Felipe Pastures Colonia to eliminate threat to public health. Construction shall include installation of ten (10) water yard service line, water meters, and all associated appurtenances. Construction shall take place in San Felipe Pastures colonia. These activities shall benefit forty-three (43) persons, of which forty-three (43) or one hundred percent (100%) are of low-to-moderate income.

Water Improvements Vega Verde Estates Colonia - Contractor shall provide first-time water service access to residents of Vega Verde Estates Colonia to eliminate threat to public health. Contractor shall install approximately ten thousand three hundred fifty-one (10,351 l. ft.) eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances. Construction shall take place at the following location(s):

STREET	FROM	TO
Vega Verde Road	5593 Vega Verde Road	7159 Vega Verde Road

Rehab Single Unit Water Service Vega Verde Estates Colonia - Contractor shall provide first-time water service to twenty-seven (27) households in Vega Verde Estates Colonia to eliminate threat to public health. Construction shall include installation of twenty-seven (27) water yard service lines, water meters, and all associated appurtenances. Construction shall take place in Vega Verde Estates colonia. These activities shall benefit eighty-one (81) persons, of which eighty-one (81) or one hundred percent (100%) are of low-to-moderate income.

It has been determined to the best of our knowledge that this proposed project will not affect any known local, state, or national, historic, architectural or archaeological resource presently listed, or potentially eligible for listing, in the National Register of Historical Places, or in any state or local registry. Val Verde County respectfully request that the Wichita and Affiliated Tribes of Oklahoma review the referenced project site with regards to possible impact on historically significant findings and to concur that no historic properties will be affected and the project may proceed.

Included for your review are the following attachments:

- Site Maps Showing Project Location
- Photographs of Project Area

If you have any questions or require additional information do not hesitate to contact me at (830) 774-7501 or by email at lowens@valverdecounty.texas.gov or Esser and Company Consulting LLC Consultants for Val Verde County at (830) 278-1423 or debbieesser@yahoo.com

Sincerely,

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

VOL. 57 PG. 249

County of Val Verde

Lewis G. Owens Jr.
County Judge

400 Pecan Street
Del Rio, TX 78840
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Phone (830) 774-7501
Fax (830) 775-9406

April 29, 2020

Lauren Norman-Brown, THPO
1 Rush Buffalo Road
Tonkawa, OK. 74653
jbrown@tonkawatribe.com

RE: Val Verde County TxCDBG 7219085 Colonia Construction Fund First Time Water Service for Rise Estates, San Felipe Pastures, and Vega Verde Road Colonias

Dear Reviewer:

Val Verde County has been awarded a Texas Community Development Program Colonia Construction Fund Grant to provide for Construction, Engineering and Administration Activities to implement First Time Water Service to residents of Rise Estates, San Felipe Pastures and Vega Verde Road Colonias in Val Verde County.

The County of Val Verde has three colonias without potable water. Residents must haul water from Del Rio several miles away. The county shall install water pipes and service connections to provide a clean and reliable source of household water and provide fire protection.

ACTIVITIES

Water Improvements Rise Estates Colonia - Contractor shall provide first-time water service access to residents of Rise Estates Colonia to eliminate threat to public health. Contractor shall install approximately fourteen thousand one hundred fifty-one linear feet (14, 151 l. ft.) of eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances, including traffic and erosion control, at the following location(s):

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It has been determined to the best of our knowledge that this proposed project will not affect any known local, state, or national, historic, architectural or archaeological resource presently listed, or potentially eligible for listing, in the National Register of Historical Places, or in any state or local registry. Val Verde County respectfully request that the Tonkawa Tribe of Oklahoma review the referenced project site with regards to possible impact on historically significant findings and to concur that no historic properties will be affected and the project may proceed.

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- Photographs of Project Area

If you have any questions or require additional information do not hesitate to contact me at (830) 774-7501 or by email at lowens@valverdecounty.texas.gov or Esser and Company Consulting LLC Consultants for Val Verde County at (830) 278-1423 or debbieesser@yahoo.com

Sincerely,

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

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County of Val Verde

Lewis G. Owens Jr.
County Judge

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

April 29, 2020

Holly Houghton, THPO
Mescalero Apache Tribe of the Mescalero Reservation
P O Box 227
Mescalero, NM 88340
holly@mathpo.org

RE: Val Verde County TxCDBG 7219085 Colonia Construction Fund First Time Water Service for Rise Estates, San Felipe Pastures, and Vega Verde Road Colonias

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Buck Trail	Quail Trail	End of Buck Trail
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Rehab Single Unit Water Service Rise Estates Colonia - Contractor shall provide first-time water service to eighteen (18) households in Rise Estates Colonia to eliminate threat to public health. Construction shall include installation of eighteen (18) yard service lines, water meters, and all associated appurtenances. Construction shall take place in the Rise Estates colonia. These activities shall benefit eighty-seven (87) persons, of which eighty-seven (87) or one hundred percent (100%) are of low-to-moderate income.

Water Improvements San Felipe Pastures Colonia - Contractor shall provide first-time water service access to households in San Felipe Pastures Colonia to eliminate threat to public health. Contractor shall install approximately thirteen thousand seven hundred eighty-six linear feet (13,786 l. ft.) of eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances. Construction shall take place at the following location(s):

STREET	FROM	TO
Tierra Blanca Drive	600 l. ft. N. of FM 2523	End of Tierra Blanca Drive
Easement Route	End of Tierra Blanca Drive	State Loop 79
State Loop 79	Tierra Blanca Drive	Paisano Road
Easement Route	State Loop 79	Paisano Road

Rehab Single Unit Water Service San Felipe Pastures Colonia - Contractor shall provide first-time water service to ten (10) households in San Felipe Pastures Colonia to eliminate threat to public health. Construction shall include installation of ten (10) water yard service line, water meters, and all associated appurtenances. Construction shall take place in San Felipe Pastures colonia. These activities shall benefit forty-three (43) persons, of which forty-three (43) or one hundred percent (100%) are of low-to-moderate income.

Water Improvements Vega Verde Estates Colonia - Contractor shall provide first-time water service access to residents of Vega Verde Estates Colonia to eliminate threat to public health. Contractor shall install approximately ten thousand three hundred fifty-one (10,351 l. ft.) eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances. Construction shall take place at the following location(s):

STREET	FROM	TO
Vega Verde Road	5593 Vega Verde Road	7159 Vega Verde Road

Rehab Single Unit Water Service Vega Verde Estates Colonia - Contractor shall provide first-time water service to twenty-seven (27) households in Vega Verde Estates Colonia to eliminate threat to public health. Construction shall include installation of twenty-seven (27) water yard service lines, water meters, and all associated appurtenances. Construction shall take

place in Vega Verde Estates colonia. These activities shall benefit eighty-one (81) persons, of which eighty-one (81) or one hundred percent (100%) are of low-to-moderate income.

It has been determined to the best of our knowledge that this proposed project will not affect any known local, state, or national, historic, architectural or archaeological resource presently listed, or potentially eligible for listing, in the National Register of Historical Places, or in any state or local registry. Val Verde County respectfully request that the Mescalero Apache Tribe of the Mescalero Reservation review the referenced project site with regards to possible impact on historically significant findings and to concur that no historic properties will be affected and the project may proceed.

Included for your review are the following attachments:

- Site Maps Showing Project Location
- Photographs of Project Area

If you have any questions or require additional information do not hesitate to contact me at (830) 774-7501 or by email at lowens@valverdecounty.texas.gov or Esser and Company Consulting LLC Consultants for Val Verde County at (830) 278-1423 or debbieesser@yahoo.com

Sincerely,

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

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

April 29, 2020

Martina Callahan, THPO
Comanche Nation of Oklahoma
6 SW D Avenue
Lawton, OK. 73502
martinac@comanchenation.com

RE: Val Verde County TxCDBG 7219085 Colonia Construction Fund First Time Water Service for Rise Estates, San Felipe Pastures, and Vega Verde Road Colonias

Dear Reviewer:

Val Verde County has been awarded a Texas Community Development Program Colonia Construction Fund Grant to provide for Construction, Engineering and Administration Activities to implement First Time Water Service to residents of Rise Estates, San Felipe Pastures and Vega Verde Road Colonias in Val Verde County.

The County of Val Verde has three colonias without potable water. Residents must haul water from Del Rio several miles away. The county shall install water pipes and service connections to provide a clean and reliable source of household water and provide fire protection.

ACTIVITIES

Water Improvements Rise Estates Colonia - Contractor shall provide first-time water service access to residents of Rise Estates Colonia to eliminate threat to public health. Contractor shall install approximately fourteen thousand one hundred fifty-one linear feet (14, 151 l. ft.) of eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances, including traffic and erosion control, at the following location(s):

STREET	FROM	TO
On Quail Trail	2,800 l. ft. west of Buck Trail	Buck Trail
Buck Trail	Quail Trail	End of Buck Trail
Fox Trail	Buck Trail	End of Fox Trail

Rehab Single Unit Water Service Rise Estates Colonia - Contractor shall provide first-time water service to eighteen (18) households in Rise Estates Colonia to eliminate threat to public health. Construction shall include installation of eighteen (18) yard service lines, water meters, and all associated appurtenances. Construction shall take place in the Rise Estates colonia. These activities shall benefit eighty-seven (87) persons, of which eighty-seven (87) or one hundred percent (100%) are of low-to-moderate income.

Water Improvements San Felipe Pastures Colonia - Contractor shall provide first-time water service access to households in San Felipe Pastures Colonia to eliminate threat to public health. Contractor shall install approximately thirteen thousand seven hundred eighty-six linear feet (13,786 l. ft.) of eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances. Construction shall take place at the following location(s):

STREET	FROM	TO
Tierra Blanca Drive	600 l. ft. N. of FM 2523	End of Tierra Blanca Drive
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STREET	FROM	TO
Vega Verde Road	5593 Vega Verde Road	7159 Vega Verde Road

Rehab Single Unit Water Service Vega Verde Estates Colonia - Contractor shall provide first-time water service to twenty-seven (27) households in Vega Verde Estates Colonia to eliminate threat to public health. Construction shall include installation of twenty-seven (27) water yard service lines, water meters, and all associated appurtenances. Construction shall take

place in Vega Verde Estates colonia. These activities shall benefit eighty-one (81) persons, of which eighty-one (81) or one hundred percent (100%) are of low-to-moderate income.

It has been determined to the best of our knowledge that this proposed project will not affect any known local, state, or national, historic, architectural or archaeological resource presently listed, or potentially eligible for listing, in the National Register of Historical Places, or in any state or local registry. Val Verde County respectfully request that the Comanche Nation of Oklahoma review the referenced project site with regards to possible impact on historically significant findings and to concur that no historic properties will be affected and the project may proceed.

Included for your review are the following attachments:

- Site Maps Showing Project Location
- Photographs of Project Area

If you have any questions or require additional information do not hesitate to contact me at (830) 774-7501 or by email at lowens@valverdecounty.texas.gov or Esser and Company Consulting LLC Consultants for Val Verde County at (830) 278-1423 or debbieesser@yahoo.com

Sincerely,

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

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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

April 29, 2020

Guy Lyman, Chairman
Apache Tribe of Oklahoma
P O Box 1330
Anadarko, OK 73005
lguy93@hotmail.com

RE: Val Verde County TxCDBG 7219085 Colonia Construction Fund First Time Water Service for Rise Estates, San Felipe Pastures, and Vega Verde Road Colonias

Dear Reviewer:

Val Verde County has been awarded a Texas Community Development Program Colonia Construction Fund Grant to provide for Construction, Engineering and Administration Activities to implement First Time Water Service to residents of Rise Estates, San Felipe Pastures and Vega Verde Road Colonias in Val Verde County.

The County of Val Verde has three colonias without potable water. Residents must haul water from Del Rio several miles away. The county shall install water pipes and service connections to provide a clean and reliable source of household water and provide fire protection.

ACTIVITIES

Water Improvements Rise Estates Colonia - Contractor shall provide first-time water service access to residents of Rise Estates Colonia to eliminate threat to public health. Contractor shall install approximately fourteen thousand one hundred fifty-one linear feet (14, 151 l. ft.) of eight-inch (8") water pipe, gate valves, fire hydrants, and all associated appurtenances, including traffic and erosion control, at the following location(s):

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STREET	FROM	TO
On Quail Trail	2,800 l. ft. west of Buck Trail	Buck Trail
Buck Trail	Quail Trail	End of Buck Trail
Fox Trail	Buck Trail	End of Fox Trail

Rehab Single Unit Water Service Rise Estates Colonia - Contractor shall provide first-time water service to eighteen (18) households in Rise Estates Colonia to eliminate threat to public health. Construction shall include installation of eighteen (18) yard service lines, water meters, and all associated appurtenances. Construction shall take place in the Rise Estates colonia. These activities shall benefit eighty-seven (87) persons, of which eighty-seven (87) or one hundred percent (100%) are of low-to-moderate income.

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STREET	FROM	TO
Vega Verde Road	5593 Vega Verde Road	7159 Vega Verde Road

Rehab Single Unit Water Service Vega Verde Estates Colonia - Contractor shall provide first-time water service to twenty-seven (27) households in Vega Verde Estates Colonia to eliminate threat to public health. Construction shall include installation of twenty-seven (27) water yard service lines, water meters, and all associated appurtenances. Construction shall take place in Vega Verde Estates colonia. These activities shall benefit eighty-one (81) persons, of which eighty-one (81) or one hundred percent (100%) are of low-to-moderate income.

It has been determined to the best of our knowledge that this proposed project will not affect any known local, state, or national, historic, architectural or archaeological resource presently listed, or potentially eligible for listing, in the National Register of Historical Places, or in any state or local registry. Val Verde County respectfully request that the Apache Tribe of Oklahoma review the referenced project site with regards to possible impact on historically significant findings and to concur that no historic properties will be affected and the project may proceed.

Included for your review are the following attachments:

- Site Maps Showing Project Location
- Photographs of Project Area

If you have any questions or require additional information do not hesitate to contact me at (830) 774-7501 or by email at lowens@valverdecounty.texas.gov or Esser and Company Consulting LLC Consultants for Val Verde County at (830) 278-1423 or debbieesser@yahoo.com

Sincerely,

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

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#18

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 03/31/2020)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
Community Development Block Grant Program	TxCDBG 721XXXX	74-6000673
4. OMB Catalog Number(s) CFDA 14.228 Community Development Block Grant	5. Name and address of responsible entity Val Verde County 400 Pecan Street Del Rio, Texas 78841	
6. For information about this request, contact (name & phone number) Lewis G. Owens Jr. Val Verde County Judge		
8. HUD or State Agency and office unit to receive request Pam Wozniak, Environmental Specialist Texas Department of Agriculture P O Box 12847 Austin, Texas 78711-2847	7. Name and address of recipient (if different than responsible entity) Val Verde County 400 Pecan Street Del Rio, Texas 78841	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
Val Verde County 721XXXX Recreation & Park Improvements	Val Verde County 400 Pecan Street Del Rio, Texas Val Verde County, Texas 78840

11. Program Activity/Project Description

Recreation and Parks Improvements: Contractor shall install restrooms, lighting, fencing, water fountain, dugouts, irrigation system, clay liner on baseball infields, spread and compact outfield fill, install and roll new sod, and all necessary appurtenances. Construction shall take place at the Alcoa Baseball Field on Frontera Road in Val Verde County.

The Construction, Engineering and Administration are being funded by a $450,000.00 TxCDBG 721XXXX Community Development Fund Grant and a $90,000.00 In-Kind Match from Val Verde County.

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Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☑ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
x Lewis Owens	Val Verde County Judge
	Date signed: April 29, 2020

Address of Certifying Officer

Val Verde County Courthouse 400 Pecan Street Del Rio, Texas 78840

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Previous editions are obsolete

form **HUD-7015.15** (1/99)

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

April 29, 2020

Pam Wozniak
Environmental Specialist
Texas Department of Agriculture
P O Box 12847
Austin, Texas 78711-2847

RE: Val Verde County – TxCDBG 721XXXX Recreation & Parks Improvements

Dear Pam Wozniak:

Val Verde County has conducted an environmental review of the proposed TxCDBG Community Development Fund TxCDBG Contract No. 721XXXX Recreation & Parks Improvements. This review included associated construction, engineering and administration activities.

Recreation and Parks Improvements: Contractor shall install restrooms, lighting, fencing, water fountain, dugouts, irrigation system, clay liner on baseball infields, spread and compact outfield fill, install and roll new sod, and all necessary appurtenances. Construction shall take place at the Alcoa Baseball Field on Frontera Road in Val Verde County.

The Construction, Engineering and Administration are being funded by a $450,000.00 TxCDBG 721XXXX Community Development Fund Grant and a $90,000.00 In-Kind Match from Val Verde County

Val Verde County has completed all consultation/mitigation protocol requirements; published the FONSI/RROF on April 6, 2020 in the Del Rio News Herald and posted the complete environmental review record (ERR) on the Val Verde County website, www.valverdecounty.com and has completed the enclosed Request for Release of Funds and Certification (HUD 7015.15) prior to committing or drawing down any funds for construction.

Should you have any questions or need for additional information, please contact my office at (830) 774-7501 or Esser & Company Consulting LLC, Consultants for Val Verde County at (830) 278-1423.

Sincerely,

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

GOOD NEWS

Quilters make homemade masks, donate to health care workers

BY RONALD W. ERDRICH
Abilene Reporter News

ABILENE — It wasn't surprising to see homemade face masks pop up on social media last week.

Given the widely-publicized shortage of high-grade masks, it seemed natural that the Big Country's army of quilters would take up the call.

Not much more than a week ago, Jenni Riley connected with her friends Effie McClendon and Nicole Reed when they realized they had the power to do something about the mask shortage.

"All three of us have spouses in the medical field," Riley told the Abilene Reporter News. "I think that's probably what sparked our passion to begin with, we can easily see a face behind the masks we're making."

Recommendations from a friend working in the Hendrick Medical Center emergency room led to the ladies sewing unique masks fitted with a pocket in front. Within the pouch it would hold a replaceable piece of filtering material rated at the same strength as an official N95 mask but donated by an air-conditioning company.

"We are working specifically with the ER to get 200 pocketed masks to them, and we're trying to do that as quickly as we can," Riley said.

But it's not just these three women working on the problem anymore. The Facebook group they created, Medical "Mask" Force of Abilene, had at last count swelled to 876 members.

"We're really thankful for that because it's created a community of people that we never really knew," Riley said. "Abilene showed up for each other."

One of those ladies is Alex Swize, a physical therapist who also has her own quilting business on the side.

"I started off just making them for friends and family, and then I was like, 'You know what? I bet our health care workers really need these,'" she said. "So, I decided to start donating them to Hendrick. That's when I got invited to the Facebook group."

Swize said a single mask might take 30 minutes to make from scratch, depending on the complexity of the design. The pocket masks are a little more involved, in addition to the pocket it also has follows the contours of the nose and face, but it helps that the group divides some of the more tedious labor.

The fabric for the masks Swize was currently working on was pre-cut for her by another member of the group.

"That's been nice, it saved me a lot of time. I'm able to do so much more because I have them all cut out," she said.

Some members serve as runners, picking up batches of finished masks to drop off at the hospital or at other organizations that have requested their help. Still others will launder the masks, ensuring they are effectively sterilized before going out.

There has been some question as to the effectiveness of masks for the general public.

The World Health Organization and the Centers for Disease Control have stated masks other than the N95 won't necessarily protect you from COVID-19. Yet the scenes from South Korea, where they've so far successfully flattened the curve of infection for the pandemic, show scores of people wearing masks in public.



Photo by Ronald W. Erdrich/ The Abilene Reporter-News via AP

Alex Swize looks at her work as she sews a face mask at her home in Abilene, Texas Saturday, March 28, 2020. She received this sewing machine from her grandmother.

Classifieds

0010 Public Notices | 0010 Public Notices | 0010 Public Notices | 0010 Public Notices | 0010 Public Notices | 0010 Public Notices | 0010 Public Notices | 0010 Public Notices

NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

April 5, 2020
Val Verde County
400 Pecan Street
Del Rio, Texas 78841
(830) 774-7501

These notices shall satisfy two separate but related procedural requirements for the Construction, Engineering and Administration activities to be undertaken by Val Verde County for TxCDBG Contract No. 7211XXXX.

REQUEST FOR RELEASE OF FUNDS

On or about April 22, 2020 Val Verde County will submit a request to the Texas Department of Agriculture for the release of Texas Community Development Block Grant Funds under Section 104I of Title I of the Housing and Community Development Act of 1974, as amended, to undertake a project known as TxCDBG 7211XXXX Community Development Funds Recreation and Park improvements for the purpose of improvements to the Alcoa Baseball Field.

Recreation and Parks improvements: Contractor shall install restrooms, lighting, fencing, water fountain, dugouts, irrigation system, clay liner on baseball infields, spread and compact outfield fill, install and roll new sod, and all necessary appurtenances. Construction shall take place at the Alcoa Baseball Field on Frontera Road in Val Verde County.

The Construction, Engineering and Administration are being funded by a $450,000.00 TxCDBG 7211XXXX Community Development Fund Grant and a $90,000.00 In-Kind Match from Val Verde County.

FINDING OF NO SIGNIFICANT IMPACT

Val Verde County has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR). The ERR will be made available to the public for review either electronically or by U.S. mail. Please submit your request by U.S. mail to Lewis G. Owens Jr. Val Verde County Judge 400 Pecan Street Del Rio, Texas 78841 or by email to lowens@valverdecounty.texas.gov. The ERR can be accessed online at the following website www.valverdecounty.com

Objections must be prepared and submitted via email in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Val Verde County, Office of the County Judge at lowens@valverdecounty.texas.gov. Potential objectors should contact Val Verde County Judge's Office via email to verify the actual last day of the objection period.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on this ERR to the Val Verde County Judge at 400 Pecan Street Del Rio, Texas 78841. All comments received by April 22, 2020 will be considered by Val Verde County prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

ENVIRONMENTAL CERTIFICATION

Val Verde County certifies to Texas Department of Agriculture that Lewis G. Owens Jr. in his capacity as Val Verde County Judge consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. TDA's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Val Verde County to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

TDA will accept objections to its release of fund and Val Verde County's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of Val Verde County; (b) Val Verde County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by TDA; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Pam Wozniak, Environmental Review Specialist, Texas Department of Agriculture, Pamela.Wozniak@TexasAgriculture.gov. Potential objectors should contact Pam Wozniak at TDA to verify the actual last day of the objection period.

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

AVISO DE NO ENCONTRAR IMPACTO SIGNIFICANTE AVISO DE INTENCIÓN DE SOLICITAR LA LIBERACIÓN DE FONDOS

5 de abril de 2020
Condado de Val Verde
400 Pecan Street
Del Rio, Texas 78841
(830) 774-7501

Estos avisos deberán cumplir dos requisitos de procedimiento separados pero relacionados para las actividades de Construcción, Ingeniería y Administración que llevarán a cabo el Condado de Val Verde para el Contrato TxCDBG No 7211XXXX.

SOLICITUD DE LIBERACIÓN DE FONDOS

El 22 de abril de 2020, el Condado de Val Verde presentará una solicitud al Departamento de Agricultura de Texas para la liberación de, Los Fondos de Subvenciones por Bloques de Desarrollo Comunitario de Texas bajo la Sección 104I del Título I de la Ley de Vivienda y Desarrollo Comunitario de 1974, en su forma enmendada, para llevar a cabo un proyecto conocido como TxCDBG 7211XXXX Community Development Funds Recreation and Park Improvements con el propósito de mejoras en el Campo de Béisbol de Alcoa.

Mejoras recreativas y de parques: El contratista instalará baños, iluminación, asegoma, fuente de agua, excavaciones, sistema de riego, revestimiento de arcilla en campos de béisbol, relleno de campo compacto y esparcido, instalará y enrollará nuevo sod, y todos los accesorios necesarios. La construcción se llevará a cabo en el Campo de Béisbol de Alcoa en Frontera Road en el Condado de Val Verde.

La Construcción, Ingeniería y Administración están siendo financiadas por una Subvención del Fondo de Desarrollo Comunitario TxCDBG 7211XXXX de $450,000.00 y una Subvención en especie de $90,000.00 del Condado de Val Verde.

NO HAY IMPACTO SIGNIFICATIVO

El Condado de Val Verde ha determinado que el proyecto no tendrá un impacto significativo en el medio ambiente humano. Por lo tanto, no se requiere una Declaración de Impacto Ambiental bajo la Ley de Política Ambiental Nacional de 1969 (NEPA). La información adicional del proyecto figura en el Registro de Revisión Ambiental (ERR). El ERR se pondrá a disposición del público para su revisión electrónica o por correo postal de los Estados Unidos. Envíe su solicitud por correo postal de los EE. UU. a Lewis G. Owens Jr. Val Verde County Judge 400 Pecan Street Del Rio, Texas 78841 o por correo electrónico a lowens@valverdecounty.texas.gov se puede acceder al ERR en línea en el siguiente sitio web www.valverdecounty.com

Las objeciones deben ser preparadas y presentadas por correo electrónico de acuerdo con los procedimientos requeridos (24 CFR Parte 58, Sec. 58.76) y se dirigirán al Condado de Val Verde, Oficina del Juez del Condado en lowens@valverdecounty.texas.gov. Los posibles objetores deben comunicarse con la Oficina del Juez del Condado de Val Verde por correo electrónico para verificar el último día real del período de objeción.

COMENTARIOS PÚBLICOS

Cualquier individuo, grupo o agencia puede enviar comentarios por escrito en el ERR al Juez del Condado de Val Verde en 400 Pecan Street Del Rio, Texas 78841. Todos los comentarios recibidos antes del 22 de abril de 2020 serán considerados por el Condado de Val Verde antes de autorizar la presentación de una solicitud de liberación de fondos. Los comentarios deben especificar qué aviso se dirigen.

CERTIFICACIONES AMBIENTALES

El Condado de Val Verde certifica al Departamento de Agricultura de Texas que Lewis G. Owens Jr. en su calidad de Juez del Condado de Val Verde consiente en aceptar la jurisdicción de los Tribunales Federales si se interpone una acción para hacer cumplir las responsabilidades en relación con el proceso de revisión ambiental y que estas responsabilidades han sido satisfechas. La aprobación de la certificacion por parte de TDA satisface sus responsabilidades bajo NEPA y las leyes y autoridades relacionadas y permite al Condado de Val Verde utilizar los fondos del Programa.

OBJETIVOS A LA LIMPIEZA DE FONDOS

TDA aceptara objeciones a su liberación de fondo y la certificación del Condado de Val Verde por un periodo de quince días a partir de la fecha de presentación prevista o su recepción real (lo que ocurra más tarde) sólo si están en una de las siguientes bases: (a) la certificación no fue ejecutada por el Oficial Certificador del Condado de Val; (b) El Condado de Val Verde ha omitido un paso o no ha tomado una decision o hallazgo requerido por las regulaciones de HUD en 24 CFR parte 58; (c) el beneficiario de la subvención u otros participantes en el proceso de desarrollo hayan comprometido fondos, incurridos en costos o emprendido actividades no autorizadas por 24 CFR Parte 58 antes de la aprobación de una liberación de fondos por parte del TDA, o (d) otra agencia federal que actúe de conformidad con 40 CFR Parte 1504 ha presentado una constatación escrita de que el proyecto es insatisfactorio desde el punto de vista de la calidad ambiental. Las objeciones deben ser preparadas y presentadas de acuerdo con los procedimientos requeridos (24 CFR Parte 58, Sec. 58.76) y se dirigirán a Pam Wozniak, Especialista en Revisión Ambiental, Departamento de Agricultura de Texas, Pamela.Wozniak@TexasAgriculture.gov. Los posibles objetores deben ponerse en contacto con Pam Wozniak en TDA para verificar el último día real del período de objeción.

Lewis G. Owens Jr
Juez del Condado de Val Verde
Condado de Val Verde Texas









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#20

County Transportation Infrastructure Fund Grant Program – 2020 Program Call

APPLICATION

Name of County: Val Verde County Date of Submission: 04/29/2020

County Contact Information

Contact Person	Hon. Lewis G. Owens Jr.	Title	Val Verde County Judge
Mailing Address	400 Pecan Street	Email Address	lowens@valverdecounty.texas.gov
City, State	Del Rio, Texas	Phone #	(830) 774-7501
Zip Code	78840	Fax #	(830) 775-9406

Eligibility and Certification Requirements *(check all applicable items below)*

1. [✓] County is entirely or partially in an area affected by increased oil and gas production.
2. County [✓] did or [ ] did not previously receive a CTIF grant under the 2014 program call. If county did receive a previous CTIF grant, please complete Items 3, 4, 5 and 6, and the remaining application sections. If the county did not receive a previous CTIF grant, please skip Items 3, 4, 5 and 6, and complete the remaining application sections.
3. Amount of 2014 CTIF grant award. $ 166,661.00
4. Amount of 2014 CTIF grand award expended, including any administrative costs. $ 166,661.00
5. Unexpended or pending expenditure amounts from 2014 CTIF grant award. $ 0.00
6. [✓] County certifies that all previous CTIF grants have been or are being spent in accordance with the applicable project plan under the 2014 CTIF award.

Project Funding

Total Grant (estimated cost of all projects) $ 200,000.00 1

Total Matching Funds by the County 10 % $ 20,000.00 2
Percentage of county match must be at least 20% of Line 1 (or 10% If Economically Disadvantaged County)
Sum of lines 2A through 2D
This is the amount of funds the county will provide

Sources of Matching Funds for Listed Projects
(List additional potential sources, such as donations and federal funds, if any)

County Funds		Amount	$ 20,000.00	2A
Other Sources		Amount	$	2B
		Amount	$	2C
		Amount	$	2D

Total Amount of Grant Award Requested $ 180,000.00 3
Subtract line 2 from line 1
This is the amount of grant funds the county is requesting

Signature

County Representative Signature: Lewis G Owens Date: 4-29-20

#21

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as " TDEM," and the grant recipient, Val Verde County, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
   8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

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or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

C. **Funding Obligations**. TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
   2. Subrecipient shall contribute the match funds listed on the subaward.

   Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

D. **Performance Period**. The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
https://grants.tdem.texas.gov
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

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suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.
1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

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from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall follow its own internal retentaion policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. **Changes, Amendments, Suspension or Termination**

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
   a. The reason(s) for such termination;
   b. The effective date of such termination; and
   c. In the case of partial termination, the portion of this Grant to be terminated.
   d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

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12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.
The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

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GRANT TERMS AND CONDITIONS

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738;
(c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters, (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C), and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

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EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.

2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

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GRANT TERMS AND CONDITIONS

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510, (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

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14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implem entation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commer cially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

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EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

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EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.

4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.

5. A cost overrun appeal on small Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.

9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

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10. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.

14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.

16. 2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

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EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

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Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

RFI Timelines	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

Reference: RMS Services Grant Program Request for Information and Documentation August 2017

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"

_____ Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

_____ Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"

_____ State of Texas Assurances, hereinafter referred to as "Exhibit D"

_____ Environmental Review Certification, hereinafter referred to as "Exhibit E"

_____ Additional Grant Conditions, hereinafter referred to as "Exhibit F"

_____ Additional Grant Certifications, hereinafter referred to as "Exhibit G"

_____ Request for Information and Documentation referred to as "Exhibit H"

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

Lewis G. Owens

Signature of Certifying Official

April 29, 2020

Date

Lewis G. Owens Jr. Val Verde County Judge

Printed Name and Title

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#21

Texas Division of Emergency Management
Designation of Subrecipient Agent

Primary Contacts

Subrecipient: Val Verde County	
Disaster Number(s): DR 4485	Grant Program: EM

Primary Agent
Serves as the primary point of contact for projects.

Name: Lewis G. Owens Jr.	Office Number: (830) 774-7501
Position/Job Title: Val Verde County Judge	Fax Number: (830) 775-9406
Organization/employer: Val Verde County	Cell Number: (830) 734-0575
Email* lowens@valverdecounty.texas.gov	The Primary Agent will have full GMS access

Secondary Agent
Serves as the secondary point of contact for projects.

Name: Carl Esser	Office Number: (830) 278-1423
Position/Job Title: Consultant	Fax Number: (830) 261-5125
Organization/employer: Esser & Company Consulting LLC	Cell Number: (830) 486-5849
Email* carl.esser@hotmail.com	The Secondary Agent will have full GMS access

Primary Finance Agent
Serves as the primary point of contact for financial matters.

Name: Matthew Weingardt	Office Number: (830) 774-7584
Position/Job Title: Val Verde County Auditor	Fax Number: (830) 775-9198
Organization/employer: Val Verde County	Cell Number: (830) 719-0576
Email* mweingardt@valverdecounty.texas.gov	The Primary Finance Contact will have full GMS access

Certifying Official
Serves as the official representative of the organization.
Must possess the authority to obligate funds & enter into contracts for the organization.

Name: Lewis G. Owens Jr.	Office Number: (830) 774-7501
Position/Job Title: Val Verde County Judge	Fax Number: (830) 775-9406
Organization/employer: Val Verde County	Cell Number: (830) 734-0575
Email* lowens@valverdecounty.texas.gov	GMS Access (pick 1) Full ■ Read Only ☐ None ☐

The above Primary and Secondary Agents are hereby authorized to execute and file the application on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Primary Financial Agent and the Certifying Official are authorized to represent and act for this organization in all financial operations pertaining to this grant with the State of Texas. The Primary Agent will have authority to add or remove users within the Texas Division of Emergency Management (TDEM) Grant Management System (GMS) for all grants.

*Note: All email addresses must be unique to user

Lewis G. Owens Jr. — April 29, 2020

Signature of Certifying Official — Print Name — Date

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)

September 2019

Texas Division of Emergency Management
Designation of Subrecipient Agent

Alternate Contacts (Optional)

Subrecipient: Val Verde County

Disaster Number(s): DR 4485 | Grant Program: EM

Alternate Contact
List any additional contact here

Name: Tom Garcia	Office Number: (830) 774-7501
Position/Job Title: Administrative Assistant to County Judge	Fax Number: (830) 775-9406
Organization/employer: Val Verde County	Cell Number: (210) 845-6923
Email* tgarcia@valverdecounty.texas.gov	GMS Access (pick 1) Full ■ Read Only ☐ None ☐

If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A

Alternate Contact
List any additional contact here

Name: Elizabeth Ferrino	Office Number: (830) 774-7656
Position/Job Title: Commissioners Assistant	Fax Number: (830) 774-7661
Organization/employer: Val Verde County	Cell Number:
Email* eferrino@valverdecounty.texas.gov	GMS Access (pick 1) Full ☒ Read Only ☐ None ☐

If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A

Alternate Contact
List any additional contact here

Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full ☐ Read Only ☐ None ☐

If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A

Alternate Contact
List any additional contact here

Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full ☐ Read Only ☐ None ☐

If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A

Additional Contacts are authorized to represent and act for this organization in all operations pertaining to this grant with the State of Texas.

*Note: All email addresses must be unique to user

Lewis G. Owens Jr. — April 29, 2020

Signature of Certifying Official — Print Name — Date

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)

September 2019

Instructions:

- The Designation of Subrecipient Agent (DSA) form is divided into two pages, the Primary Contacts page and the optional Alternate Contacts page. The second page is not required if there are no additional contacts to list.
- In the header of the document, list the name of the subrecipient (the organization applying for the grant), as well as the disaster numbers and grant program this DSA applies to (the disaster number is 4 digits long and assigned by FEMA. For example, Hurricane Harvey is 4332. The grant program is either PA for Public Assistance or HMGP for Hazard Mitigation Grant Program.)
- Multiple disasters may be listed on one DSA as long as specific disaster numbers are indicated.
- None of the positions on the primary contact page may be left blank. However, the same person may hold multiple positions. Contacts may be left blank on the additional contact page.
- If a third party consultant/contractor is listed on the DSA, the agency that they are employed by should be listed in the Organization/Employer field.
- All contacts require a unique email address. Additionally, contacts on the DSA cannot share the same email address.
- All contacts must have a phone number listed.
- Granting a contact full Grants Management System (GMS) access will allow them to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grant Management System on behalf of the subrecipient. Granting a contact Read Only access will allow a contact to view information in GMS, but they will not be able to edit any existing information themselves.
- The Primary, Secondary, and Finance Agents will always be granted full GMS access for all grants within the program selected.
- The subrecipient can request that GMS access be added or revoked from a contact at any time if the need arises.
- The Certifying Official must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
- Both pages, if applicable, of the DSA must be signed and dated by the certifying official.
- If a new DSA is submitted with a different person listed for a position on the primary contact sheet, the old contact holding that position will be removed. If a new contact is added on the additional contacts page, no old contacts will be removed unless they are specified in the field provided.

#27

ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Val Verde County, Texas** ("Customer").

RECITALS:

A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.

B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

C. This Agreement supersedes and replaces in their entirely any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I
GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew , which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during

the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

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iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Val Verde County, Texas** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an

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election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees**. In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for a one-year period (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

ARTICLE IV
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

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2. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to

Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services..

ARTICLE V
MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the

prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

8. **Non-Appropriation of Funds**. This Agreement is subject to termination or cancellation, without penalty to Customer, either in whole or in part, subject to the availability of county, state or grant funds. Customer is a political division of the State of Texas whose authority and appropriations are subject to actions of the Val Verde County Commissioners Court. If Customer becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or grant funds which would render Customer's or ES&S' delivery or performance under this Agreement impossible or unnecessary, Customer may immediately terminate this Agreement without penalty to or any liability whatsoever on the part of Customer, the State of Texas, and the United States if these funds become unavailable to Customer.

9. **Venue**. The substantive laws of the State of Texas (and not its conflicts of law principles), govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Venue for any suit brought against Customer shall be brought in a court of competent jurisdiction in Val Verde County, Texas. Venue for any suit brought against Customer in federal court must be brought in in the Del Rio Division of the Western District of Texas.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC 11208 John Galt Boulevard Omaha, NE 68137 Fax No.: (402) 970-1291	VAL VERDE COUNTY, TEXAS P.O. Box 1267 – 400 Pecan Street Del Rio, TX 78840 Fax No.: (830) 774-7608
_____ Signature	Lewis J Owens Signature
_____ Name (Printed or Typed)	LEWIS G OWENS JR. Name (Printed or Typed)
V.P. of Finance Title	VAL VERDE COUNTY JUDGE Title
_____ Date	APRIL 29, 2020 Date

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: January 1, 2020 through December 31, 2021

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
24	Model 100 Scanner	1/1/2020 through 12/31/2020	$195.00	$4,680.00
1	Model 650 Scanner	1/1/2020 through 12/31/2020	$2,600.00	$2,600.00
24	AutoMARK Voter Assist Terminal	1/1/2020 through 12/31/2020	$280.00	$6,720.00
Total Maintenance Fees for the Coverage Period January 1, 2020 through December 31, 2020			[redacted]	**$14,000.00**
24	Model 100 Scanner	1/1/2021 through 12/31/2021	$195.00	$4,680.00
1	Model 650 Scanner	1/1/2021 through 12/31/2021	$2,600.00	$2,600.00
24	AutoMARK Voter Assist Terminal	1/1/2021 through 12/31/2021	$280.00	$6,720.00
Total Maintenance Fees for the Coverage Period January 1, 2021 through December 31, 2021			[redacted]	**$14,000.00**
Total Hardware Maintenance Fees for the Initial Term				**$28,000.00**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Val Verde County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
    - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
        - Service performed by an ES&S trained and certified technician.

PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	Attachment 1	$28,000.00
ES&S Software License, Maintenance and Support Fees	Attachment 1	$4,057.20
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	$5,213.60
Total Maintenance Fees for the Initial Term:		**$37,270.80**

Terms & Conditions:

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.

Note 2: **Invoicing and Payment Terms are as Follows:**

$18,635.40 due on or before December 1, 2019 for the Coverage Period of January 1, 2020 through December 31, 2020.

$18,635.40 due on or before December 1, 2020 for the Coverage Period of January 1, 2021 through December 31, 2021.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE

Initial License and Maintenance Term: January 1, 2020 through December 31, 2021

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	Election Reporting Manager (ERM)	1/1/2020 through 12/31/2020	$2,028.60
1	Election Reporting Manager (ERM)	1/1/2021 through 12/31/2021	$2,028.60
Total Software License, Maintenance and Support Fees for the Initial Term			**$4,057.20**

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE

Initial License and Maintenance Term: January 1, 2020 through December 31, 2021

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
24	Model 100 Scanner	1/1/2020 through 12/31/2020	$60.00	$1,440.00
1	Model 650 Scanner	1/1/2020 through 12/31/2020	$310.00	$310.00
24	AutoMARK Voter Assist Terminal	1/1/2020 through 12/31/2020	$35.70	$856.80
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2020 through December 31, 2020			[redacted]	**$2,606.80**
24	Model 100 Scanner	1/1/2021 through 12/31/2021	$60.00	$1,440.00
1	Model 650 Scanner	1/1/2021 through 12/31/2021	$310.00	$310.00
24	AutoMARK Voter Assist Terminal	1/1/2021 through 12/31/2021	$35.70	$856.80
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2021 through December 31, 2021			[redacted]	**$2,606.80**
Total Firmware License, Maintenance and Support Fees for the Initial Term				**$5,213.60**

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.

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- Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
- Replacement of worn or defective with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of equipment.

5. Repair Services.

   - Customer receives coverage for interim repair calls.
     - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
     - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

   - Customer has access to the ES&S Help Desk for assistance.
   - The customer receives priority on service calls.
   - The customer receives priority on response time.
   - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

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2. Issue Resolution.

3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.