COMMISSIONER'S COURT MINUTES
NOVEMBER 25 REGULAR TERM, A.D. 2020

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

BE IT REMEMBERED that on this the **25TH** day of **NOVEMBER** A.D. 2020 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION.** The meeting was called to order, the following members being present and constituted a quorum: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Reciting the Pledge of Allegiance.

4. Approval and/or amending minutes from previous meetings.

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

5.Citizen's Comments

1) NONE
2)
3)

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

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

QUORUM

X COUNTY JUDGE
YR Judge's Staff
TG Judge's Staff
X COMM. PRCT# 1
X COMM. PRCT# 2
X COMM. PRCT# 3
X COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

X COUNTY ATTY
COUNTY ATTY STAFF
COUNTY ATTY STAFF
DISTRICT CLERK
IT
SHERIFF
SHERIFF'S STAFF
X AUDITOR
TREASURER
PURCHASING
X HR
TAX COLLECTOR
X RISK MGMT
FIRE DEPT
EMERGENCY MGMT
JP #1 Constable #1
JP #2 Constable #2
JP #3 Constable #3
JP #4 Constable #4
OTHER

6. Approving subdivision plats.

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

7. Approving certificate of compliance.

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

8. Approving monthly reports from elected officials.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-656	N	V		Motion to approve as presented.		O,W,V,N,F		

9. Approving bills for payment.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-657	N	V		Motion to approve as presented.		O,W,V,N,F		

Matthew S. Weingardt, County Auditor

10. Auditor's Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-658	N	V		Motion to approve as presented.		O,W,V,N,F		

11. Granting authority for the execution of a contract between Val Verde County and Enterprise Contract and authorize the County Judge to sign.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-659	N	V		Motion to approve after the County		O,W,V,N,F		
				Attorney reviews and approves.				

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

12. Granting authority for the execution of an engagement letter between Val Verde County and Cascos and Associates, PC for an audit of fiscal year ending September 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-660	N	V		Motion to approve as presented.		O,W,V,N,F		

13. Approving certificates of revenue.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-661				No action taken.				

A. TAC – Hail Damage Monies $7,354.47 – Pct. 4 Ford F-350

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-662	N	V		Motion to approve as presented.		O,W,V,N,F		

Aaron D. Rodriguez, County Treasurer

14. Treasurer's Report.

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

Adrian Bitela, County Veterans Service Officer

15. Requesting permission to have a Blankets and Toys for Vets Drive for Veterans and their family members on December 18, 2020 that will be sponsored by the staff, family and clients of Edward Jones Investments.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-663	N	F		Motion to approve as presented.		O,W,V,N,F		

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

16. Requesting permission for Val Verde County to sponsor a dinner banquet for WWII Veterans and their spouses on January 16, 2020 at the VFW Post 8552.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Discussion/No Action Taken				

17. Requesting transfer of $900.00 from the Travel and Training budget line item to the Office Supplies budget line item or to Capital Outlay to pay for $600.00 for advertising and $300.00 for food.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-664	N	V		Motion to approve request and that		O,W,V,N,F		
				advertising not exceed $1,500.00.				

Lewis G. Owens Jr., County Judge

18. Discussing matters relating to COVID-19.

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

19. Discussing the Odyssey Case Manager Software.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report only—no action taken.				

20. Approving the issuance of $210,000 debt for the TWDB Flood Infrastructure Fund and giving the county judge authority to take action necessary to complete the transaction including the execution of documents.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-665	N	V		Motion to approve as presented.		O,W,V,N,F		

21. Granting authority for the county judge to execute a contract between Val Verde County and Esser & Company Consulting LLC for the Target Range Planning Grant.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-666	N	V		Motion to approve as presented.		O,W,V,N,F		

22. Approving a request for qualifications for Architectural, Engineering. Archeological and Biological Services for the Target Range Planning Grant and appointing a Selection Committee.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-667	N	W		Motion to approve as presented and to		O,W,V,N,F		
				Appoint, Carl Esser, Guillermo Sanchez				
				Tom Garcia and Matt Weingardt to the				
				Selection Committee.				

23. Approving attendance at a Conference Call with TPWD for Target Rangel Project scheduled for December 3, 2020 at 10:00 a.m.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-668	N	V		Motion to approve and add		O,W,V,N,F		
				Commissioner Nettleton to the call.				

24. Approval to decorate the courthouse for Christmas.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-669	N	V		Motion to Approve.		O,W,V,N,F		

Robert "Beau" Nettleton, County Commissioners Pct. 3

25. Resolution of support for legislation for county authority to regulate wind farms.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-670	N	W		Motion to approve and County		O,W,V,N,F		
				Attorney to draft resolution.				

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

Carlos Velarde, County Engineer

26. Discussing type of material intended to repair the bleachers at the fairgrounds.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-671	N	V		Motion to approve and bid out		O,W,V,N,F		
				Perlin and Aluminum				

27. Approving Replat establishing Lot 3, Brite East Ranch No. 1 out of Lots 3-A & 3-B Brite East Ranch No. 1.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-672	N	W		Motion to approve as presented.		O,W,V,N,F		

Edgar Perez, Fairground Manager

28. Approving lease agreement between Val Verde County and Escamilla's Cabalgata, Roping, Barrel Racing & Dinner on 12/5/2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-673	N	W		Motion to approve with mandatory		O,W,V,N,F		
				Masks, security and dinner with a				
				Health permit from City of Del Rio &				
				With a standard contract.				

29. Approving lease agreement between Val Verde County and the Rotary Club of Del Rio, Texas for a rodeo on 7/3/2021-7/4/2021.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-674	N	W		Motion to approve with whatever		O,W,V,N,F		
				Requirements are in place at the				
				Time.				

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

Joe Frank Martinez, County Sheriff

30. Authorizing Sheriff Joe Frank Martinez to purchase a Fellowes Powershed Paper Shredder for $2,875.00 to be paid out of the Sheriff's Office Operating budget line item.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-675	F	N		Motion to approve as presented.		O,W,V,N,F		

Guillermo Sanchez, County Purchasing Agent

31. Approving a 60-month Pitney Bowes postage meter agreement for the County Clerk's office for a total of $66.25 per month to be paid out of the County Clerk's Office Supplies budget line item and authorizing the Purchasing Agent to sign.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-676	N	V		Motion to approve as presented.		O,W,V,N,F		

32. Approve purchasing of Road Material for Pandale Road at a total of $49,700 from Lily Construction to be funded from the County Transportation Infrastructure Funds ($44,730.00 State Share, $4,970.00 Local Share 90/10 split.)

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-677	N	V		Motion to approve as presented &		O,W,V,N,F		
				Take $4,970.00 share from Precinct				
				3 operating budget.				

Juanita Barrera, County Human Resources

33. Human Resources report from November 10, 2020 thru November 24, 2020.

A. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Michael Ortiz, Food Dist. Workers/Clerk, with a salary of $10/hr. effective November 5, 2020. Mr. Ortiz is replacing Jesus De Luna who resigned.

B. Joe Frank Martinez, Sheriff, requesting to stop the issuance of checks to Adrian Valdez, Patrol Deputy, effective November 18, 2020. Mr. Valdez has resigned.
C. Joe Frank Martinez, Sheriff, requesting to stop the issuance of checks to Briana Robles, Communication Operator, effective November 20, 2020. Ms. Robles has resigned.
D. Generosa Ramon, County Clerk, requesting to stop the issuance of checks to Biatris Vela, Deputy Clerk I, effective November 17, 2020. Ms. Vela was terminated.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-678	N	V		Motion to approve as presented.		O,W,V,N,F		

Ana Markowski Smith, County Attorney

34. Executive Session items that may result in action in open session thereafter.

Closed session consultation pursuant to Texas Government Code:

A. §551.071(2), attorney/client privilege
B. §551.072, deliberation regarding real property.
C. §551.071(1)(A), contemplated litigation

EXECUTIVE SESSION: ____________ §551.071 (2) _____√_____ §551.072__√______ §551.071 (1)(A)__√_____

OTHER __________ BEGAN @ __9:29 am________ ENDED @ __9:40 am__________ BREAK @ __________

RESUMED @ _____ ACTION AFTER EX: ________

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in 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.

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

35. Commissioners' comments. None

36. County Judge's comments.
Judge requested the Sheriff to give a brief report on status of Animal Control. Sheriff stated that the County had passed the Facility Inspection, are awaiting a quarantine inspection after which the County will apply for a license to operate the facility.

37. Adjourn. 9:45 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 **58**, pages **280-332**, inclusive, was on this the 20th day of January A.D. 2021, read and is hereby **APPROVED**.

Respectfully submitted,

Lewis G. Owens Jr.

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

ATTEST:

Generosa G. Ramón

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

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

County of Val Verde

Lewis G. Owens Jr.
County Judge

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

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

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

Live Feed Link- http://valverdecounty.texas.gov/

Social distancing and face masks required

November 25, 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. Approving subdivision plats.

7. Approving certificates of compliance.

8. Approving monthly reports from elected officials.

9. Approving bills for payment.

Matthew S. Weingardt, County Auditor

10. Auditor's Report.

11. Granting authority for the execution of a contract between Val Verde County and Enterprise Contract and authorize the County Judge to sign.

12. Granting authority for the execution of an engagement letter between Val Verde County and Cascos and Associates, PC for an audit of fiscal year ending September 2020.

13. Certification of Revenue:

A. TAC- Hail Damage Monies $7,354.47 – Pct. 4 Ford F-350

Aaron D. Rodriguez, County Treasurer

14. Treasurer's Report.

Adrian Bitela, County Veterans

15. Requesting permission to have a Blankets and Toys for Vets Drive for Veterans and their family members on December 18·2020 that will be sponsored by the staff, family and clients of Edward Jones Investments.

16. Requesting permission for Val Verde County to sponsor a dinner banquet for WWII Veterans and their spouses on January 16, 2020 at the VFW Post 8552.

17. Requesting transfer of $900.00 from the Travel & Training budget line item to the Office Supplies budget line item or to Capital Outlay to pay for $600 for advertising and $300 for food.

Lewis G. Owens Jr., County Judge

18. Discussing matters relating to COVID-19.

19. Discussing the Odyssey Case Manager Software.

20. Approving the issuance of $210,000 debt for the TWDB Flood Infrastructure Fund and giving the county judge authority to take action necessary to complete the transaction including the execution of documents.

21. Granting authority for the county judge to execute a contract between Val Verde County and Esser & Company Consulting LLC for the Target Range Planning Grant.

22. Approving a request for qualifications for Architectural, Engineering, Archeological and Biological Services for the Target Range Planning Grant and appointing a Selection Committee.

23. Approving attendance at a Conference Call with TPWD for Target Range Project scheduled for December 3, 2020 at 10:00 a.m.

24. Approval to decorate the courthouse for Christmas.

Robert "Beau" Nettleton, Commissioner Pct. 3

25. Resolution of support for legislation for county authority to regulate wind farms.

Carlos Velarde, County Engineer

26. Discussing type of material intended to repair the bleachers at the fairgrounds.

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Edgar Perez, Fairgrounds Manager

28. Approving lease agreement between Val Verde County and Escamilla's Cabalgata, Roping, Barrel Racing & Dinner on 12/5/2020.

29. Approving lease agreement between Val Verde County and the Rotary Club of Del Rio, Texas for a rodeo on 7/3/2021 – 7/4/2021.

Joe Frank Martinez, County Sheriff

30. Authorizing Sheriff Joe Frank Martinez to purchase a Fellowes Powershed Paper Shredder for $2,875.00 to be paid out of the Sheriff's Office Operating budget line item.

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31. Approving a 60-month Pitney Bowes postage meter agreement for the County Clerk's office for a total of $66.25 per month to be paid out of the County Clerk's Office Supplies budget line item and authorizing the Purchasing Agent to sign.

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Juanita Barrera, County Human Recourses

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>
> **B.** Joe Frank Martinez, Sheriff, requesting to stop the issuance of checks to Adrian Valdez, Patrol Deputy, effective November 18, 2020. Mr. Valdez has resigned.
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> **D.** Generosa Ramon, County Clerk, requesting to stop the issuance of checks to Biatis Vela, Deputy Clerk I, effective November 17, 2020. Ms. Vela was terminated.

Ana Markowski Smith, County Attorney

34. Closed session consultation pursuant to Texas Government Code:

A. §551.071(2), attorney/client privilege
B. §551.071(1)(A), contemplated litigation

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.

35. Commissioners' comments.

36. County Judge's comments.

37. Adjourn.

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 next Regular Commissioners Court Meeting will be December 9th, 2020 @ 9:00 a.m. **Agenda Items are due THURSDAY, December 3rd, 2020 @ 12:00 noon.**

Lewis G. Owens Jr.

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

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON NOVEMBER 20TH, 2020: AT 4:06 AM/PM

FILED

2020 NOV 20 P 4: 06

VAL VERDE COUNTY CLERK

BY ______ DEPUTY

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 20th day of November, 2020, at 4:06 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 Ramón

Generosa Gracia-Ramon
Val Verde County Clerk

#12

Cascos & Associates, PC

Certified Public Accountants
Audit/Accounting/Tax/Consulting

Annual Financial Audit
Request for Information
Fiscal Year Ending September 30, 2020

Please provide the following information for our *planning and interim work*:

1. Copy of minutes from 10/01/2019 to current **(if not posted on the website)**
2. Listing of principal officials for 2019-2020
3. Registers
   a. Check registers (include expenditure amounts) for all bank accounts and funds from 10/01/2019 to 09/30/2020 **(Please send as soon as possible)**
   b. Receipts registers (include revenue amounts) for all bank accounts and funds from 10/01/2019 to 09/30/2020 **(Please send as soon as possible)**
4. Copy of adopted budget and final amended budget for FY 2020 **(if not posted on the website)**
5. Copy of minutes adopting budget and effective tax rate **(if not posted on the website)**
6. Provide budget amendments approved during FY 2020 for our review
7. Provide copies of Notice of Grant Awards (NOGAs) for all 2019-2020 grant awards, **(if applicable)**
8. Copies of new loans and/or line of credit agreements with amortization schedules
9. Copies of new lease agreements active during the year with amortization schedules
10. Updated schedule of all insurances in force for FY 2020
11. Current listing of all funds for FY 2020
12. Copy of investment policies as required by the Public Funds Investment Act of 1995
13. Copy of minutes signifying review of investment policies as required by the Public Funds Investment Act of 1995
14. Copy of an organizational chart showing lines of responsibility for FY 2020
15. Copy of depository contract applicable to the year under audit
16. Listing of all County employees with job titles and email addresses for 2019-2020 **(Please send as soon as possible)**
17. Policies and procedures for time and effort reports **(if applicable)**
18. Copy of the County's compensation methods **(i.e., salary, hourly, frequency, timing, etc.)**
19. Copy of the County's compensated absences policies and deferred compensation plan
20. Copy of the adopted conflict of interest policies
21. Accounting and Purchasing policies and procedures manual

<u>Please provide the following information for our *year end field work*:</u>

Finance

1. Trial balances for all funds at year end **(after close out adjustments)**
   a. Provide trial balance in Excel Format
2. Detail general ledger that includes all detail for all funds at 9/30/2020

Cash & Investments

3. Copies of bank reconciliations for all cash accounts as of 9/30/2020 together with copies of outstanding check lists and outstanding deposit lists
4. Schedule of cash bank balances and all other cash equivalents compared to the market value of securities pledged and FDIC coverage by month identifying highest balance during the year
5. Account analysis of all unclaimed checks for the current fiscal year
6. Listing of all petty cash funds within the County, their amount and who maintains them
7. Schedule of investments, by fund with balances at year end, including accrued interest
8. Provide the quarterly investment reports, along with the annual investment report, presented to the County's Commissioners Court
9. Provide investment statements for all accounts as of 9/30/2020

Taxes Receivable **(Please send as soon as possible)**

10. Schedule of taxes receivable by year reconciled to your general ledger
11. Tax roll adjustments/supplements applicable to FY 2020
12. Summary allocation of the tax collections between funds and accounts
13. Provide calculation of allowance for uncollectible accounts

Interfund Balances & Accounts Receivable

14. Schedule of accounts receivable and allowance for uncollectibles by fund at year end
15. Schedule of due from and due to *other funds* at 9/30/2020
16. Schedule of operating transfers in/transfers out as of 9/30/2020
17. Schedule of due from and due to *other governments* as of 9/30/2020
18. Schedule of deferred expenses as of 9/30/2020

Fixed Assets

19. Schedule of changes in the capital assets including beginning balances, additions, deletions, reclassifications and year end balances, by asset groupings which agrees with general ledger
20. Schedule of all additions to fixed assets, with supporting documentation
21. Schedule of sales and other dispositions of fixed assets, with supporting documentation
22. Listing of all donated assets during FY 2020
23. Schedule of construction in progress showing all construction projects during the year, projects completed and remaining commitments at year end
24. Provide copy of the fixed asset subsidiary printout
25. Information regarding beginning balance for accumulated depreciation of fixed assets
26. Depreciation expense for FY 2020

Accounts Payable, Accruals & Other Liabilities

27. Detail listing of accounts payable at year end, with supporting documentation
28. Schedule of accrued wages by fund at year end, with supporting documentation
29. Schedule of vacation and sick leave accrued by employees **(by hours & dollars)**
30. Detail listing of all other liabilities at year end, with supporting documentation

Long-Term Liabilities

31. Schedule of bonded debt disclosing beg. balances, payments, additions and balances at year end
32. Schedule of notes and capital leases payable disclosing beginning balances, payments, additions and balances at year end
33. Schedule of the next five years requirements, by principal and interest, for all debt
34. Schedule of operating leases payable including fund, account, payee, type, term of lease, current year payments and year end balances

Revenues, Expenditures & Other Items

35. Final inventory listing and valuation at year end which agrees with general ledger
36. Schedule of prepaid expenditures at year end
37. Detail listing of encumbrances by fund at 9/30/2020 that will be provided in the next budget year
38. Schedule of expenditures relating to state and federal funds received in detail form
39. Provide final reports filed during the year for any state and/or federal program
40. Schedule of miscellaneous revenue accounts
41. Reconciliation of Employer's Quarterly Tax Returns (941's) to payroll expenditures

42. Listing of County employees with same last name as City Council

Disclosure Information

43. Disclosure requirements for deferred compensation and health care coverage
44. Disclosure requirements for defined pension and OPEB plan
45. Disclosure requirements for maintenance of effort
46. Disclosure requirements for operating leases and rental agreements
47. Disclosure requirements for construction commitments at 9/30/2020
48. Disclosure requirements for property insurance and personnel bonds
49. Disclosure requirements for potential subsequent event items
50. Preparation of the Management, Discussion & Analysis (MD&A) for FY 2020
51. TCDRS member retirement contribution/payment reports for fiscal year 2020.

Provide the information as outlined above, if applicable. Should you have any questions or wish to discuss any of these matters further, please do not hesitate to call the Auditor In-Charge at (956) 544-7778. Thank you.

Cascos & Associates, PC
Certified Public Accountants
Audit/Accounting/Tax/Consulting

November 17, 2020

To the Honorable County Judge and
Commissioners' Court
Val Verde County
Attn: Lewis Owens
County Judge
400 Pecan Street
Del Rio, Texas 78740

We are pleased to confirm our understanding of the services we are to provide Val Verde County (the "County") for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary Comparison Schedules
3) Schedule of Changes in Net Pension and OPEB Liabilities
4) Schedule of Employer Contributions for Net Pension and OPEB Liabilities
5) Schedule of Funding Progress for OPEB Liability

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of Expenditures of Federal Awards
2) Combining Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Section
2) Statistical Section

Texas Society of Certified Public Accountants
CPA Governmental Audit Quality Center
765 East 7thStreet / Brownsville, Texas 78520
Phone (956) 544-7778 Fax (956) 544-8465
Email: ccascos@cascoscpa.com
AICPA Members
TXCPA RIO GRANDE VALLEY

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing body of the County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Cascos & Associates, PC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cascos & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cascos & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Carlos H. Cascos, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Cascos & Associates, PC's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $45,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and
- relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit
- procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Very truly yours,

Cascos & Associates, PC

Cascos & Associates, PC
Brownsville, Texas

RESPONSE:
This letter correctly sets forth the understanding of the County.

Governance signature: Lewis G Owens
Title: Val Verde County Judge
Date: 11-30-20

County of Val Verde

#20

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

November 19, 2020

Mr. Cody Ransone, **Flood** Mitigation Grant Coordinator
Flood Science and Community Assistance
Water Science and Conservation
Texas Water Development Board
1700 North Congress Avenue
P.O. Box 13231
Austin, Texas 78711-3231

RE: Val Verde County FIF Application RFI AA#13795 Project# 40062

Dear Mr. Ransone:

Per your request are the following Bond Counsel and Financial Adviser Contacts for the above referenced project.

Bond Counsel:

Mr. Arnold Cantu III Senior Associate
Norton Rose Fulbright US LLP
Frost Tower, 111 W. Houston Street, Suite 1800
San Antonio, Texas 78205, United States
210 270 7158 Fax +1 210 270 7205
Arnold.cantu@nortonrosefulbright.com

Financial Adviser:

Raul Villaseñor, Senior Vice President
First Southwest
70 NE Loop 410, Suite 710
San Antonio, TX 78216
210.308.2205 fax 210.349.7585
Raul.Villasenor@firstsw.com

Should you need further information please feel free to contact my office at (830) 774-7501.

Sincerely,

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

#21

Contract

PLANNING/MANAGEMENT/ADMINISTRATION SERVICES

For County of Val Verde
Texas Parks and Wildlife Department
TARGET RANGE PROJECT PLANNING GRANT

PART I
AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this 25[nd] day of November 2020, by and between Val Verde County hereinafter called the "County", acting herein by Lewis G. Owens Jr. Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "the Contractor", acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, Val Verde County desires to implement the Texas Parks and Wildlife Department Target Range Project under the general direction of the Texas Parks and Wildlife Department (hereinafter called "TPWD") Program administered by the Texas Parks and Wildlife Department; and

WHEREAS, the County desires to engage Esser & Company Consulting LLC to render certain professional planning/management/administration services in connection with this Target Range Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on November 25, 2020. In any event, all of the services required and performed hereunder shall be completed no later than November 25, 2021.
3. Local Program Liaison - For purposes of this Contract, the Val Verde County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The TPWD, United States Department of Fish & Wildlife, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TPWD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's Target Range Planning Contract with TPWD.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **$45,000.00**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency

members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TPWD contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

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

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

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

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

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

   f. That in the event TPWD funds are not awarded to Val Verde County this contract shall be terminated by Val Verde County.

9. Extent of Agreement

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

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

BY: Lewis G Owens

(Local County Official)

Lewis G. Owens Jr.

(Printed Name)

Val Verde County Judge

(Title)

BY: Carl Esser

(Contractor's Authorized Representative)

Carl Esser

(Printed Name)

Consultant

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Project Management
   1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
   2. Maintenance of filing system.
   3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
   4. Assist in the procurement of professional consulting architectural, engineering, archeological and biological services through the request for proposal process, as required by the TPWD regulations.
   5. Furnish County with necessary forms and procedures required for implementation of project.
   6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TPWD.
   7. Prepare and submit to TPWD documentation necessary for amending the TPWD contract.
   8. Prepare and submit quarterly reports.
   9. Prepare Financial Information Reports for County.
   10. Establish procedures to document expenditures associated with local funds of the project.
   11. Provide guidance and assistance to County regarding acquisition of property:
       - Submit required reports concerning acquisition activities to TPWD;
   12. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
   13. Serve as liaison for the County during any monitoring visit by staff representatives from either TPWD or the U.S. Fish & Wildlife Department.

B. Financial Management
   1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
   2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
   3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TPWD.
   4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
   5. Review invoices received for payment and file back-up documentation.
   6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

C. Audit / Close-out Procedures
   1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
   2. Assist County in resolving any monitoring and audit findings.
   3. Assist County in resolving any third party claims.
   4. Provide auditor with TPWD audit guidelines.

PART III
PAYMENT SCHEDULE

Val Verde County shall reimburse Esser & Company Consulting LLC for planning/ management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	5%
• Completion of all professional services	10%
• Program and Financial Management	75%
• Filing of all Required Close-out Information	10%
Total	100%

PART IV
TERMS AND CONDITIONS

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

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

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

   Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

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

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

procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
   b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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

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

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

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

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

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

4. Conflicts of interest.

a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TPWD award between TPWD and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

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

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

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

Federal Civil Rights Compliance.

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

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

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

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

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

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

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

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

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

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

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

[If this Contract is greater than $100,000, include the following Section 3 language:]

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#25

VAL VERDE COUNTY'S RESOLUTION IN SUPPORT OF A BILL GRANTING VAL VERDE COUNTY THE AUTHORITY TO DESIGNATE THE LOCATION OF WIND-POWERED ENERGY DEVICES

WHEREAS, Val Verde County is home to Laughlin Air Force Base ("LAFB"), a military aviation facility that houses an elite pilot training program; and

WHEREAS, LAFB got its start in 1943 as Laughlin Army Airfield and was responsible for B-26 training for both pilots and crews; and

WHEREAS, during the Cold War era in 1951, while under Strategic Air Command, U2 spy planes that flew missions out of LAFB got some of the earliest photo surveillance of Soviet missile sites; and

WHEREAS, LAFB graduates more than 350 student pilots each year; and

WHEREAS, Val Verde County is situated on the US/Mexico border; and

WHEREAS, GH America Energy, a subsidiary of Guanghui Energy Company, a firm owned by Sun Guangxi (a former People's Liberation Army officer) has acquired 140,000 acres of land in the local area; and

WHEREAS, the acreage sits on both sides of the Devils River and stretches west to the Pecos River, land that is one of the last wild and pristine regions of Texas and would suffer irreparable impacts by this project; and

WHEREAS, the 140,000 acres acquired by Guanghui Energy Company in Val Verde Crockett counties known as the Blue Hills Wind Farm Development Project and the planned site for approximately 50 wind turbines which are some of the tallest onshore turbines in the country; and

WHEREAS, the Blue Hills Wind Farm Development Project proposed massive wind farms will encroach on LAFB's training grounds and could be used for espionage and to connect to the Texas electrical grid;

NOW, THEREFORE BE IT RESOLVED that the Val Verde County Commissioners Court, strongly urges the Texas Legislature to support a bill that grants Val Verde County the authority to designate the location of wind energy farms so that national security interests and the environment can be protected.

This Resolution shall become effective immediately upon passage by Val Verde County Commissioners Court.

PASSED and APPROVED this 25th day of November, 2020.

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

HON. MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1

HON. JUAN CARLOS VAZQUEZ
COUNTY COMMISSIONER, PCT. 2

HON. ROBERT "BEAU" NETTLETON
COUNTY COMMISSIONER, PCT. 3

HON. GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

ATTEST:

HON. GENEROSA GRACIA RAMON
VAL VERDE COUNTY CLERK

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

#29

VAL VERDE COUNTY FAIRGROUNDS
LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and **The Rotary Club of Del Rio, TX** ("Lessee") acting by and through **Chris Ryan,** for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on **July 2, 2021 at 7:00 a.m. and end on July 5, 2021 at 7:00 p.m.** This includes the delivery and retrieval of Lessee's equipment, livestock, etc. by Lessee to and from the Val Verde County Fairgrounds. The event days are as follows: **Saturday, July 3, 2021 and Sunday July 4, 2021.**

2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 7/02/21 and ending 07/05/21.

   - Large Arena
   - Concessions Stands
   - Grand Stands
   - Rest Rooms
   - Parking Lot
   - Small Roping Arena

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

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

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

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

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

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

7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on **07/02/2020**. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.

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

9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities. Lessor is responsible of the cost of providing dumpsters.

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

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

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning an hour prior to the event of each event day until 1 a.m. Lessee shall coordinate with the Val Verde

County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any

governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

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

26. **<u>NO BLANK SPACES</u>: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED on this 25th day of November, 2020.

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

Christopher Ryan
(Lessee)

Presented to Val Verde Commissioners Court on 11 / 25 / 20 and made a part of the court's minutes.

#32

A504

Small Purchase Procurement Record

Grant Recipient: Val Verde County Contract No: CTIF-20-233

Scope of Service/Item Description:

For purchasing TxDOT Item 247 Grade 1 Flex Base 2,100 tons to include delivery to the Pandale Road from the Crockett County line south. Val Verde County is requesting price including delivery.

Contacts Made:

1. Lilly Construction — Name of Firm/Supplier (No. 1)
   11/16/2020 — Date Contacted

   Dave Wilson — Name of Person Contacted
   $49,700.00- $23.67/ton — Quoted Price/ Unit Price

2. CSA Materials — Name of Firm/Supplier (No. 2)
   11/17/2020 — Date Contacted

   Brian Bickerstaff — Name of Person Contacted
   $56,700.00- $27.00/ton — Quoted Price/ Unit Price

3. 90 West Contractors — Name of Firm/Supplier (No. 3)
   11/17/2020 — Date Contacted

   Mack Mills — Name of Person Contacted
   $72,450.00- $34.50/ton — Quoted Price/ Unit Price

☒ Verified on 11/19/2020 that successful bidder was not excluded as a vendor per Sam.gov.

Based on the contacts made concerning the above-referenced scope of services/item description and that Vendor is not excluded from Sam.gov on 11/19/2020 (date of clearance), I authorize Lilly Construction on 11/25/2020 to begin work or to supply the item(s) for the quoted price.

Lewis G. Owens Jr.
Signature of Authorized Person

Lewis G. Owens Jr.
Printed Name

Val Verde County Judge
Title

09/01/2020

County Transportation Infrastructure Grant

Item 247 Crushed Base: Pandale Road Starting at FM2083

- Lilly Construction: $49,700.00
- CSA Materials: $56,700.00
- 90 West Contractors: $72,450.00

LILLY CONSTRUCTION, INC.
General Contractor
603 AVENUE H P.O. BOX 1567
OZONA, TX 76943

Phone 325/392-2669 Fax 325/392-3637

November 16, 2020

Beau Middleton
beau@specialtylawncare.biz

Location: Val Verde County
Pandale Road

We propose to furnish labor, equipment, and material to deliver 1,400CY of TX Dot road base at the above mentioned location as per your specifications.

Bid Price: **$35.50CY** delivered.

Thanks for the opportunity to bid on this project.

Dave Wilson
Vice President
Lilly Construction, Inc.
325-226-3650

CSA MATERIALS INC

CRUSHED STONE AND ASPHALT PRODUCTS

Quotations and Sales Contract

Val Verde County
ATTN: Precinct 3
Phone: (830) 774-7505
Email: mvasquez@valverdecounty.texas.gov

Date November 17, 2020

$27 / tons with delivery price

Total

$56,700.00

Subject to terms and conditions appearing on the reverse side, we quote you on the following material

RE: Crockett County Line Road Project – Val Verde County, TX
Quote # 11172001BB

QUANTITY	ITEM	UNIT PRICE	UNIT DISCOUNT

Approximate Quantity — **Price FOB Kelley Quarry**

2,100 tons	**Limestone Flexible Base, Ty-A, Grade 1-2**	**$ 8.00 /ton**

NOTE: Material prices shown are FOB our Kelley Quarry, Del Rio, TX.

Transportation approximate haul rates
Crockett County Line Road (30.278286, -101.552710) $ 19.00 /ton

NOTE: We cannot guarantee trucking availability. Trucking prices are variable due to fuel price changes.

Upon acceptance of the quote, material prices are fixed and firm from date of acceptance to February 17, 2021.

This quote must be accepted in writing by December 17, 2020 (expiration date). Project will have to be re-quoted if not accepted by expiration date. Please accept quote by signing, dating and returning.

Visit our website for additional pricing, locations, and driving directions: www.CSAMaterials.com

On approved credit, a cash discount, if shown above, will be allowed if invoices are paid as per the offered discount requirements. If no discount is offered, or if discount is not taken or properly taken, see reverse for controlling payment terms.

Accepted by purchaser:
Date

By ______________________ By ______________________

P.O. BOX 60693 • SAN ANGELO, TEXAS 76906 • 325-655-4511

90 West Contractors, Ltd.

813 Hackberry Lane
Del Rio, TX 78840

PHONE: 830-774-3596
FAX: 830-775-3558
EMAIL: 90west@stx.rr.com

Quotation

To: MELISSA VASQUEZ
VAL VERDE COUNTY

QUOTATION NO: 111920
DATE: NOVEMBER 19, 2020
PROJECT: BASE MATERIAL DELIVERED TO PANDALE ROAD

Quotation valid til , 2020.

Item No.	Description	Unit	Quantity	Unit Price	Subtotal
1.	TX DOT 247 BASE DELIVERED TO PANDALE RD AND 1024 & 2083	TON	2,100	$34.50	$72,450.00
	PRICE MAY VARY ACCORDING TO EXACT TONNAGE ANY ADDITIONAL MATERIAL WILL BE CHARGED AT THE PER UNIT PRICE.				
	WE LOOK FORWARD TO WORKING WITH YOU!				
				SUBTOTAL	
				TAX	
				TOTAL	

CONTRACTORS SIGNATURE: R Mack Mill DATE 11/19/20

TO ACCEPT THIS QUOTATION SIGN HERE AND RETURN: ____________

Yulissa Rivera

From:	Yulissa Rivera
Sent:	Monday, November 30, 2020 2:42 PM
To:	Guillermo Sanchez
Subject:	A504
Attachments:	Small Purchase Procurement Record A504.pdf

Hello Guillermo,

Here is the Small Purchase Procurement Record A504 document signed by the judge.

-Yulissa