**COMMISSIONER'S COURT MINUTES**
**DECEMBER 23RD REGULAR TERM, A.D. 2020**

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

*QUORUM*
__√__ COUNTY JUDGE
__YR__ *Judge's Staff*
_____ *Judge's Staff*
__√__ COMM. PRCT# 1
__√__ COMM. PRCT# 2
__√__ COMM. PRCT# 3
__√__ COMM. PRCT# 4

*ATTENDING*
*COUNTY STAFF/DEPTS:*
__√__ *COUNTY ATTY*
_____ *COUNTY ATTY STAFF*
_____ *COUNTY ATTY STAFF*
_____ *DISTRICT CLERK*
_____ *IT*
__√__ *SHERIFF*
_____ *SHERIFF'S STAFF*
__√__ *AUDITOR*
_____ *TREASURER*
__√__ *PURCHASING*
__√__ *HR*
_____ *TAX COLLECTOR*
__√__ *RISK MGMT*
_____ *FIRE DEPT*
_____ *EMERGENCY MGMT*
___ *JP #1 Constable #1*___
___ *JP #2 Constable #2*___
___ *JP #3 Constable #3*___
___ *JP #4 Constable #4*___
_____ *OTHER*_____

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

**BE IT REMEMBERED** that on this the 23RD day of December 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 |
|---|---|---|---|---|---|---|---|---|
| 20-702 | N | F | | Oct 14 & Oct 28 | | O,W,V,N,F | | |
| | | | | 2020 Minutes. | | | | |
| | | | | | | | | |

**5.** Citizen's Comments

1) Gabriel Zapata – Leader in the Border Organization and member of the Moreno Valley Association requesting the Commissioner's Court look into providing utilities, specifically water to their subdivision.
2) _____

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

**6.** Approving subdivision plats.

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

**7.** Approving certificates of compliance.

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

**8.** Approving monthly reports from elected officials.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-703 | 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 |
|---|---|---|---|---|---|---|---|---|
| 20-704 | F | V | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**10.** Recognizing Ana Markowski Smith for the 28 years of dedicated service as an Elected Official.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| N/A | | | | Presentation Only. Recognition of | | | | |
| | | | | 28 years of service; October 5,1992 | | | | |
| | | | | through December 2020. | | | | |

**Matthew S. Weingardt, County Auditor**

**11.** Auditor's Report

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-705 | N | F | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**12.** Certification of revenue for Capital Projects Debt 2021.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-706 | N | F | | Motion to approve and certify | | O, W, V, N, F | | |
| | | | | Capital Projects Debt for 2021. | | | | |

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**13.** Budget adjustments to fund Capital Expenditures to include equipment, Frontera Road Project, debt costs, radio towers and other expenditures.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-707 | N | F | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**14.** Budget Adjustment:

**A.** Human Resources - $1,500.00 from Travel to Capital Outlay.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-708 | F | N | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**Aaron D. Rodriguez, County Treasurer**

**15.** Treasurer's Report.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-709 | N | F | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**Robb Stevenson, Executive Director ECDC/VVC Self-Help Center**

**16.** Granting authority for County Judge to sign Contract Extension Request for E-SHC Contract No. 7219163 and accept an additional $25,000 in supplemental funding with a new end date of April 15, 2021.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-710 | N | V | | Motion to approve as presented and | | O, W, V, N, F | | |
| | | | | Authorize the Judge to sign. | | | | |

**Lewis G. Owens Jr., County Judge**

**17.** Discussing matters relating to COVID-19.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| N/A | | | | Report from Dr. Palao | | | | |
| | | | | (See #19, #24 and #25) | | | | |

**18.** Presenting proposed Val Verde County Animal Control Ordinance.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-711 | N | W | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

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**19.** Acquiring a vehicle for the Local Health Authority County Tracers.

| ORDER | | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|---|
| N/A | | | | | Pct. 4 offered use of a vehicle for use by | | | | |
| | | | | | Local Health Authority. | | | | |

**20.** Discussing Frontera Road Project material.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| N/A | | | | Recycle material/base material - | | | | |
| | | | | Alcoa field. To be split between 4 | | | | |
| | | | | Commissioners. Report Only. | | | | |

**21.** Approving county's membership in the Ports-to-Plains Alliance.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-712 | N | V | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**22.** Approving Interlocal Agreement with the Regional Public Defender Office Local Government Corporation (RPDO).

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-713 | N | V | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**23.** Determining amount needed for Tax Note and/or Certification of Obligation.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-714 | N | F | | Motion to re-certify 3.6 million | | O,W,V,N,F | | |
| | | | | (TXDOT) for Frontera Project. | | | | |
| 20-715 | N | V | | Motion to certify an additional 3.6 | | O,W,V,N,F | | |
| | | | | million for Capital Equipment and | | | | |
| | | | | Capital Projects. | | | | |

**24.**Approving application to become a COVID-19 vaccine provider.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-716 | N | V | | Motion to approve and submit | | O, W, V, N, F | | |
| | | | | Application and request Moderna | | | | |
| | | | | Vaccine. | | | | |

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

**25.** Executing a 6-month extension on an MOU with the City of Del Rio for the payment of the Local Health Authority Contact Tracers and authorizing the County Judge to sign.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-717 | N | V | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | And authorize the Judge to sign. | | | | |

**26.** Considering Odyssey conversion and account designations.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-718 | N | F | | Motion to move forward with | | | | |
| | | | | Odyssey project and Judge Cadena | | | | |
| | | | | to manage the project. | | | | |
| | | | | $900,000.000 of the 1.3 million | | | | |
| | | | | Dollar cost is set aside in this | | | | |
| | | | | Year's budget and the shortfall | | | | |
| | | | | Could be financed over 3 years. | | | | |
| | | | | Cloud based and short fall is the | | | | |
| | | | | 1 ½ years to complete conversion | | | | |
| | | | | $151,000.00 a year maintenance. | | | | |
| | | | N | During discussion, Motion was withdrawn. | F | | | |
| | | | | See also Agenda Item #41. | | | | |

**Martin Wardlaw, County Commissioner Pct. 1**

**27.** Recognizing Val Verde County Agent Emily Grant for receiving the Outstanding County Agent of the Year Award from the Texas Sheep and Goat Raisers Association.

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

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

**28.** Approving LRCA grant submission for Long Memorial Park in Precinct 3.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-719 | N | W | | Motion to approve and submit | | O,W,V,N,F | | |
| | | | | Grant application to LCRA. | | | | |

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

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

**29.** Setting Frontera Road Project ground breaking event for January 7, 2021.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| N/A | | | | No action needed. Announcement Only. | | | | |
| | | | | | | | | |

**Guillermo Sanchez, County Purchasing Agent**

**30.** Authorizing the purchase of a satellite phone for Pct. 1 to be paid out of Precinct 1 Operating Budget line item and entering into a corresponding service agreement.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-720 | W | N | | Motion to approve as presented. | | O,W,V,N,F | | |
| | | | | | | | | |

**31.** Approving a contract with Hunter Industries, Ltd for the construction of Frontera Road (109 LF South of UP-RR Tracks to Alderete Lane) CSJ:0922-11-032 in the awarded amount of $4,848,496.90 and authorizing the County Judge to sign.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-721 | F | V | | Motion to approve as presented | | O, W, V, N, F | | |
| | | | | ($4,848,496.90) and authorize | | | | |
| | | | | The Judge to sign. | | | | |

**32.** Approving a contract with Millenium Engineers Group, Inc (MEG) for Geotechnical Testing during the construction of Frontera Road project in the awarded amount of $162,701.00 and authorizing County Judge to sign.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-722 | F | W | | Motion to approve as presented | | O, W, V, N, F | | |
| | | | | And authorize the Judge to sign. | | | | |

**33.** Approval to purchase two (2) Holt Cat Fire Dozers for Precinct 2 and Precinct 3 in the total amount of $730,000 through Sourcewell Government Co-Operative contract number 032119-CAT. To be paid out of an account determined by the Commissioner's Court.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-723 | N | F | | Motion to approve as presented | | O, W, V, N, F | | |
| | | | | And paid from Capital Equipment | | | | |
| | | | | Account. | | | | |

**Generosa Gracia-Ramon, County Clerk**

**34.** Renewing the agreement with Avenue Government Record Services for information technology products, software and related materials for the County Clerk's Office to be paid from the County Clerk's Records Management Fund and authorizing the County Judge to sign.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-724 | N | V | | Motion to approve as presented | | O, W, V, N, F | | |
| | | | | Pending final review by County | | | | |
| | | | | Attorney. | | | | |

**Ramiro G. Barrera, Director of Technology**

**35.** Renewing Virtual Training capabilities with Skillsets agreement in the amount $2,995.00 and requesting an additional $795.00.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-725 | N | V | | Motion to approve and pay out | | O, W, V, N, F | | |
| | | | | contingency. | | | | |

**Joe Frank Martinez, County Sheriff**

**36.** Authorizing Sheriff Joe Frank Martinez to purchase a Mediburn 30 Medical Waste Incinerator for $35,720.00 from CESF Grant #4160101-Equipment budget line item.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-726 | F | N | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**Edgar Perez, Fairgrounds Manager**

**37.** Ratifying a lease agreement between Val Verde County and Michael Andrade for a Drive-in Rosary on 12/22/2020.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-727 | N | F | | Motion to approve as presented. | | O,W,V,N,F | | |
| | | | | | | | | |

**38.** Approving a lease agreement between Val Verde County and Bobby Paul for the George Paul Memorial Bull Riding on 4/23/2021 - 4/24/2021. (what's the end date?)

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-728 | N | F | | Motion to approve with all COVID | | O,W,V,N,F | | |
| | | | | Related restrictions in place. | | | | |

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

**Juanita Barrera, County Human Recourses**

**39.** Approving overtime payment for precinct personnel for emergency call response.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-729 | F | W | | Motion to approve, Foremen's to be | | O,W,V,F | N | |
| | | | | Exempt from overtime pay. | | | | |

**40.** Humans Resources report from November 25, 2020 through December 23, 2020.

**A.** Gustavo Flores, Commissioner Pct. 4, requesting to stop the issuance of checks to Rudy Porras, Light Equipment Operator, effective November 20, 2020. Mr. Porras has resigned.

**B.** Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Miguel Garcia, Light Equipment Operator, with a salary of $27,451.00 effective December 4, 2020. Mr. Garcia is replacing Rudy Porras who resigned.

**C.** Lewis G. Owens, Jr., County Judge, requesting to stop the issuance of checks to Andres Gonzalez, Contact Tracer, effective November 27, 2020. Mr. Gonzalez has resigned.

**D.** Michael Bagley, District Attorney, requesting to stop the issuance of checks to Steven Gallegos, BPU Investigator, effective December 18, 2020. Mr. Gallegos has resigned.

**E.** Joe Frank Martinez, Sheriff, requesting the issuance of checks to Javier Velasquez Jr., Deputy Sheriff, with a salary of $36,800.00 effective December 14, 2020. Mr. Velasquez is replacing Wesley Wilson who resigned.

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-730 | N | V | | Motion to approve as presented. | | O, W, V, N, F | | |
| | | | | | | | | |

**Ana Markowski Smith, County Attorney**

**41.** Closed session consultation pursuant to Texas Government Code:
**A.** §551.071(2), attorney/client privilege
**B.** §551.071(1)(A), contemplated litigation

| ORDER | Motion | 2nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---|---|---|---|---|---|---|---|---|
| 20-731 | N | F | | Motion to move forward with the | | O,W,V,N,F | | |
| | | | | Odyssey program and make it the case | | | | |
| | | | | management software that the County | | | | |
| | | | | will use in Val Verde County. | | | | |
| | | | | See also Agenda Item #26. | | | | |

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

**Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in a closed session by publicly announcing the applicable section number of the**

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

OTHER _____ BEGAN @ _____ ENDED @ 11:33 AM BREAK @ 10:31 AM RESUMED @ 11:26 AM ACTION AFTER EX: _____

**Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.**

**42.** Commissioners' comments. NONE

**43.** County Judge's comments.

Employee Recognition Drawing:
Morales/Prct. 3 - $500.00
Adams/City Library - $500.00

**44.** Adjourn. 11:33 AM.

**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 360-472, inclusive, was on this the 3rd day of FEBRUARY A.D. 2021, read and is hereby **APPROVED**.

Respectfully submitted,

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

ATTEST:

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

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

*County of Val Verde*

**Lewis G. Owens Jr.**
*County Judge*

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

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

# AGENDA/NOTICE
# VAL VERDE COUNTY COMMISSIONERS COURT
# REGULAR TERM MEETING

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

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

**Social distancing and face masks required**

**December 23, 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.

**10.** Recognizing Ana Markowski Smith for the 28 years of dedicated service as an Elected Official.

**Matthew S. Weingardt, County Auditor**

**11.** Auditor's Report.

**12.** Certification of revenue for Capital Projects Debt 2021.

**13.** Budget adjustments to fund Capital Expenditures to include equipment, Frontera Road Project, debt costs, radio towers and other expenditures.

**14.** Budget Adjustment:

**A.** Human Resources - $1,500.00 from Travel to Capital Outlay.

**Aaron D. Rodriguez, County Treasurer**

**15.** Treasurer's Report.

**Robb Stevenson, Executive Director ECDC/VVC Self-Help Center**

**16.** Granting authority for County Judge to sign Contract Extension Request for E-SHC Contract No. 7219163 and accept an additional $25,000 in supplemental funding with a new end date of April 15, 2021.

**Lewis G. Owens Jr., County Judge**

**17.** Discussing matters relating to COVID-19.

**18.** Presenting proposed Val Verde County Animal Control Ordinance.

**19.** Acquiring a vehicle for the Local Health Authority County Tracers.

**20.** Discussing Frontera Road Project material.

**21.** Approving county's membership in the Ports-to-Plains Alliance.

**22.** Approving Interlocal Agreement with the Regional Public Defender Office Local Government Corporation (RPDO).

**23.** Determining amount needed for Tax Note and/or Certification of Obligation.

**24.** Approving application to become a COVID-19 vaccine provider.

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**26.** Considering Odyssey conversion and account designations.

**Martin Wardlaw, County Commissioner Pct. 1**

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

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

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**Guillermo Sanchez, County Purchasing Agent**

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**Generosa Gracia-Ramon, County Clerk**

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**Ramiro G. Barrera, Director of Technology**

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**Joe Frank Martinez, County Sheriff**

**36.** Authorizing Sheriff Joe Frank Martinez to purchase a Mediburn 30 Medical Waste Incinerator for $35,720.00 from CESF Grant #4160101-Equipment budget line item.

**Edgar Perez, Fairgrounds Manager**

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**Juanita Barrera, Human Resources**

**39.** Approving overtime payment for precinct personnel for emergency call response.

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**C.** Lewis G. Owens, Jr., County Judge, requesting to stop the issuance of checks to Andres Gonzalez, Contact Tracer, effective November 27, 2020. Mr. Gonzalez has resigned.

**D.** Michael Bagley, District Attorney, requesting to stop the issuance of checks to Steven Gallegos, BPU Investigator, effective December 18, 2020. Mr. Gallegos has resigned.

**E.** Joe Frank Martinez, Sheriff, requesting the issuance of checks to Javier Velasquez Jr., Deputy Sheriff, with a salary of $36,800.00 effective December 14, 2020. Mr. Velasquez is replacing Wesley Wilson who resigned.

**Ana Markowski Smith, County Attorney**

**41.** 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.**

**42.** Commissioners' comments.

**43.** County Judge's comments.

**44.** 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 January 6th, 2021 @ 9:00 a.m.
**Agenda Items are due Tuesday, December 29th 2020 @ 12:00 noon.**

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

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON DECEMBER 18, 2020: AT** 4:46 **AM (PM)**

FILED
2020 DEC 18 P 4:46
COUNTY CLERK
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 18th day of December, 2020, at 4:46 o'clock p. m. and said ***AGENDA/NOTICE/ADDENDUM*** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

Generosa Gracia-Ramón

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

#15

# TREASURER'S REPORT

## NOVEMBER 2020

**VOL. 58 PG. 378**

# AARON D. RODRIGUEZ

**COUNTY TREASURER**
**VAL VERDE COUNTY**
**901 BEDELL AVE, STE F**
**DEL RIO, TEXAS 78840**
**(830) 774-7587**


## ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of NOVEMBER 2020.

Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 23rd day of December, 2020.

Lewis G. Owens, Jr., County Judge

# VAL VERDE COUNTY FINANCES
# TREASURERS REPORT
# COMMISSIONERS COURT
# REGULAR SESSION

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify December 23rd, 2020 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for **NOVEMBER 2020**, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 23rd day of December, 2020.

**HONORABLE LEWIS G. OWENS, JR.**
COUNTY JUDGE

**HONORABLE MARTIN WARDLAW**
COUNTY COMMISSIONER, PCT. 1

**HONORABLE JUAN C. VAZQUEZ**
COUNTY COMMISSIONER, PCT. 2

**HONORABLE ROBERT NETTLETON**
COUNTY COMMISSIONER, PCT. 3

**HONORABLE GUSTAVO FLORES**
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by LEWIS G. OWENS, JR., County Judge and County Commissioners of Val Verde County, each respectively, on this 23rd day of December, 2020

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

**HONORABLE GENEROSA GRACIA-RAMON**
COUNTY CLERK

VOL. 58 PG. 381

Val Verde County, TX

# Detail Report
## Account Summary
Date Range: 11/01/2020 - 11/30/2020

| Account | Name | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|---|---|---|---|---|---|---|
| **Fund: 1111 - General Fund** | | | | | | |
| 1111-1111-00-11020 | Cash - Del Rio Bank & Trust Westexan | 398,771.23 | 4,990,557.41 | 10,799,159.25 | 5,808,601.84 | 5,389,328.64 |
| 1111-1111-00-11031 | Cash - Texpool | 11.08 | 0.00 | 0.00 | 0.00 | 11.08 |
| 1111-1111-00-11241 | Cash - Texas Class | 3,129,734.82 | 307.26 | 307.26 | 0.00 | 3,130,042.08 |
| | **Total Fund: 1111 - General Fund:** | **3,528,517.13** | **4,990,864.67** | **10,799,466.51** | **5,808,601.84** | **8,519,381.80** |
| **Fund: 1133 - SL 179** | | | | | | |
| 1133-1111-00-11160 | Cash - SL79 | 76,049.83 | 0.60 | 0.60 | 0.00 | 76,050.43 |
| | **Total Fund: 1133 - SL 179:** | **76,049.83** | **0.60** | **0.60** | **0.00** | **76,050.43** |
| **Fund: 1134 - Library Construction** | | | | | | |
| 1134-1111-00-21115 | Cash - Library Construction | 169,618.60 | 0.00 | 0.00 | 0.00 | 169,618.60 |
| | **Total Fund: 1134 - Library Construction:** | **169,618.60** | **0.00** | **0.00** | **0.00** | **169,618.60** |
| **Fund: 1177 - Tax Note 2013** | | | | | | |
| 1177-1111-00-11000 | Cash - 2013 Tax Note | 4,359.11 | 0.03 | 0.03 | 0.00 | 4,359.14 |
| | **Total Fund: 1177 - Tax Note 2013:** | **4,359.11** | **0.03** | **0.03** | **0.00** | **4,359.14** |
| **Fund: 1178 - Tax Note 2016** | | | | | | |
| 1178-1111-00-11000 | Cash - 2016 Tax Note | 263,814.96 | 2.09 | 25,344.84 | 25,342.75 | 263,817.05 |
| | **Total Fund: 1178 - Tax Note 2016:** | **263,814.96** | **2.09** | **25,344.84** | **25,342.75** | **263,817.05** |
| **Fund: 1222 - Balance Road & Bridge** | | | | | | |
| 1222-1111-00-11241 | Cash - Texas Class | 2,341.47 | 0.26 | 0.26 | 0.00 | 2,341.73 |
| 1222-2222-00-11130 | Cash - Road & Bridge Fund - Texas Community Bank | 16,699.19 | 71,630.83 | 336,437.21 | 264,806.38 | 88,330.02 |
| | **Total Fund: 1222 - Balance Road & Bridge:** | **19,040.66** | **71,631.09** | **336,437.47** | **264,806.38** | **90,671.75** |
| **Fund: 1333 - Interest & Sinking** | | | | | | |
| 1333-3333-00-11031 | Cash - Interest & Sinking Fund Texpool | 103,877.00 | 10.52 | 10.52 | 0.00 | 103,887.52 |
| 1333-3333-00-11070 | Cash - Interest & Sinking Fund Bank & Trust | 15,734.95 | 2.06 | 2.06 | 0.00 | 15,737.01 |
| 1333-3333-00-11071 | Cash - Interest and Sinking Bank Trust Money M | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 1333-3333-00-11080 | Cash - Interest & Sinking Fund Texas Community | 64,516.36 | 493,366.00 | 493,366.00 | 0.00 | 557,882.36 |
| 1333-3333-00-11200 | Cash - Interest & Sinking Fund CD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | **Total Fund: 1333 - Interest & Sinking:** | **184,128.31** | **493,378.58** | **493,378.58** | **0.00** | **677,506.89** |
| **Fund: 1444 - Payroll Clearing County** | | | | | | |
| 1444-4444-00-11110 | Cash - Payroll Clearing Bank & Trust | 472,350.17 | 21,724.15 | 1,121,899.30 | 1,100,175.15 | 494,074.32 |
| | **Total Fund: 1444 - Payroll Clearing County:** | **472,350.17** | **21,724.15** | **1,121,899.30** | **1,100,175.15** | **494,074.32** |
| **Fund: 2666 - Grants** | | | | | | |
| 2666-6666-00-21000 | Cash - Border Prosecution 2537703 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21010 | Cash - Border Prosecution 2537706 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21015 | Cash - Border Prosecution 2537705 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

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Detail Report

Date Range: 11/01/2020 - 11/30/2020

| Account | Name | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|---|---|---|---|---|---|---|
| 2666-6666-00-21020 | Cash - Help America Vote Act | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21030 | Cash - HIDTA Amistad Intell 2017 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21040 | Cash - HIDTA Del Rio Task Force 2016 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21050 | Cash - HIDTA Amistad Intell 2016 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21060 | Cash - HIDTA Amistad Intell 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21070 | Cash - HIDTA Del Rio Task Force 2017 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21080 | Cash - HIDTA Del Rio Task Force 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21090 | Cash - HIDTA Eagle Pass Task Force 2016 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21100 | Cash - HIDTA Eagle Pass Task Force 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21110 | Cash - Indigent Defense Grant | 0.00 | 0.00 | 11,145.00 | 11,145.00 | 0.00 |
| 2666-6666-00-21120 | Cash - Local Border Security 2995203 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21130 | Cash - Local Border Security 2995202 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21131 | Cash - Local Border Security 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21132 | Cash - HIDTA Del Rio Task For 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21134 | Cash - HIDTA Eagle Pass Task 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21136 | Cash - HIDTA Amistad Intell 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21137 | Cash - Water Development Board | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21138 | Cash - Water Development Bank and Trust | 942,000.00 | 0.00 | 0.00 | 0.00 | 942,000.00 |
| 2666-6666-00-21140 | Cash - National Park Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21150 | Cash - Office of Justice Bullet Proof Vest | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21160 | Cash - Southwest Border Prosecution Initative | 0.50 | 0.00 | 0.00 | 0.00 | 0.50 |
| 2666-6666-00-21170 | Cash - Stonegarden 2016 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21180 | Cash - HIDTA - Eagle Pass Task Force 2017 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21190 | Cash - Border Prosecution 2537707 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21191 | Cash - Stonegarden 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21192 | Cash - Stonegarden 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21200 | Cash - T.C.D.B.G. #711385 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21210 | Cash - TCDBG #7219085 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21215 | Cash - T.D.H.C.A. #7214013 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21220 | Cash - T.C.D.B.G. #713076 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21230 | Cash - T.C.D.B.G. #713125 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21240 | Cash - T.C.D.B.G. #713157 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21250 | Cash - T.C.D.B.G. #713479 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21253 | Cash - DWI/Drug Court | -33.32 | 0.00 | 0.00 | 0.00 | -33.32 |
| 2666-6666-00-21254 | Cash -T.C.D.B.G. #7215499 | 0.40 | 0.00 | 0.00 | 0.00 | 0.40 |
| 2666-6666-00-21260 | Cash - Texas Depart of Housing & Community Affairs | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21270 | Cash - Texas Depart of Tranportation Frontera Road | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21280 | Cash -Texas Depart of Transportation Amistad Acres | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21290 | Cash - U.S. Department of Housing & Urban Dev | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21296 | Cash -Tx Dept Trans Infrastructure | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21298 | Cash - West Gate | 910,000.03 | 0.00 | 0.00 | 0.00 | 910,000.03 |
| 2666-6666-00-21300 | Cash - Non Reportable Grants | 27,217.93 | -2,718.19 | 3,706.15 | 6,424.34 | 24,499.74 |
| 2666-6666-00-21310 | Cash - Texas A & M Forest Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Detail Report** **Date Range: 11/01/2020 - 11/30/2020**

| Account | Name | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|---|---|---|---|---|---|---|
| 2666-6666-00-21311 | Cash - T.C.D.B.G #7216075 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2666-6666-00-21312 | Cash - NIBRS 3200601 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | **Total Fund: 2666 - Grants:** | **1,879,185.54** | **-2,718.19** | **14,851.15** | **17,569.34** | **1,876,467.35** |
| **Fund: 4121 - Val Verde County Auditors Special Account** | | | | | | |
| 4121-1400-00-41000 | Cash - County Auditor Special Account | 22,402.23 | 417.05 | 61,269.24 | 60,852.19 | 22,819.28 |
| | **Total Fund: 4121 - Val Verde County Auditors Special Account:** | **22,402.23** | **417.05** | **61,269.24** | **60,852.19** | **22,819.28** |
| | **Grand Totals:** | **6,619,466.54** | **5,575,300.07** | **12,852,647.72** | **7,277,347.65** | **12,194,766.61** |



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## Fund Summary

| Fund | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|---|---|---|---|---|---|
| 1111 - General Fund | 3,528,517.13 | 4,990,864.67 | 10,799,466.51 | 5,808,601.84 | 8,519,381.80 |
| 1133 - SL 179 | 76,049.83 | 0.60 | 0.60 | 0.00 | 76,050.43 |
| 1134 - Library Construction | 169,618.60 | 0.00 | 0.00 | 0.00 | 169,618.60 |
| 1177 - Tax Note 2013 | 4,359.11 | 0.03 | 0.03 | 0.00 | 4,359.14 |
| 1178 - Tax Note 2016 | 263,814.96 | 2.09 | 25,344.84 | 25,342.75 | 263,817.05 |
| 1222 - Balance Road & Bridge | 19,040.66 | 71,631.09 | 336,437.47 | 264,806.38 | 90,671.75 |
| 1333 - Interest & Sinking | 184,128.31 | 493,378.58 | 493,378.58 | 0.00 | 677,506.89 |
| 1444 - Payroll Clearing County | 472,350.17 | 21,724.15 | 1,121,899.30 | 1,100,175.15 | 494,074.32 |
| 2666 - Grants | 1,879,185.54 | -2,718.19 | 14,851.15 | 17,569.34 | 1,876,467.35 |
| 4121 - Val Verde County Auditors Special | 22,402.23 | 417.05 | 61,269.24 | 60,852.19 | 22,819.28 |
| **Grand Total:** | **6,619,466.54** | **5,575,300.07** | **12,852,647.72** | **7,277,347.65** | **12,194,766.61** |



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| FUNDS FOR THE MONTH OF NOVEMBER 2020 | BEGINNING BALANC | REVENUES | INTEREST | EXPENSES | ENDING BALANCE |
|---|---|---|---|---|---|
| TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT | 133,573.15 | 0.00 | 16.38 | 1,099.26 | $132,490.27 |
| TAX COLLECTORS / VIT ESCROW ACCOUNT | 248,952.08 | 22,166.40 | 137.07 | 0.00 | $271,255.55 |
| TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES | 7,998,455.19 | 10,897,805.06 | 2,073.42 | 17,386,203.11 | $1,512,130.56 |
| TAX ASSESSOR/COLLECTOR (NEW ACCOUNT) | -154.01 | 5,983,581.18 | 364.21 | 5,034,995.02 | $948,796.36 |
| VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT | 17,465.34 | 0.00 | 0.14 | 0.00 | $17,465.48 |
| COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND | 251,491.16 | 0.00 | 89.92 | 0.00 | $251,581.08 |
| COUNTY CLERK RECORD ARCHIVE FUND | 74,286.59 | 0.00 | 26.56 | 0.00 | $74,313.15 |
| COUNTY CLERK ELECTION SERVICES CONTRACT FUND | 27,010.31 | 12,000.00 | 0.00 | 1,593.30 | $37,417.01 |
| DISTRICT CLERK- COURT COST ACCOUNT | 11,738.72 | 12,187.00 | 0.00 | 0.00 | $23,925.72 |
| DISTRICT CLERK- REGISTRY FUND | 81,649.19 | 0.00 | 0.00 | 0.00 | $81,649.19 |
| BAIL SECURITY | 38,930.28 | 0.00 | 15.47 | 0.00 | $38,945.75 |
| WELFARE FUND - COUNTY JUDGE | 14,717.78 | 190.00 | 5.31 | 0.00 | $14,913.09 |
| | | | | | |
| TOTAL | | | | | **$3,404,883.21** |

******HIGHLIGHTED ACCOUNTS HAVE NOT BEEN TURNED IN******
SHOWING BALANCE FROM PREVIOUS MONTH




## Pool Information

Location: 78328
Val Verde County

**TexPool**

| | |
|---|---|
| Average Daily Net Yield for November | 0.1231% |
| Average Dividend Factor for November | 0.000003373 |
| **Information as of** | December 2, 2020 |
| Daily Net Yield | 0.0969% |
| Dividend Factor | 0.000002654 |
| 7 Day Net Yield | 0.11% |
| Daily Assets | $21,382,682,110.20 |
| Weighted Average Maturity | 35 days |
| Weighted Average Life | 106 days |
| NAV | 1.00025 |

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

For more information, see the TexPool Information Statement available on the TexPool web site, www.texpool.com. You should consider the investment objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the Information Statement which you should read carefully before investing.

An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security.

(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

(3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.

ACCOUNT HISTORY REPORT

**Location:** 78328
**Acct Nbr:** 2331000001
**Acct Name:** GENERAL FUND #1
**Name:** VAL VERDE COUNTY
**Pool Name:** TEXPOOL
**Pool Nbr:** 449

| Transaction Description | Settle Date | Transaction Date | Interest | Deposits | Withdrawals | Balance |
|---|---|---|---|---|---|---|
| BEGINNING BALANCE | 09/30/20 | | | | | $11.08 |
| MONTHLY INTEREST | 10/31/20 | 10/31/20 | $0.00 | $0.00 | $ - | $11.08 |
| MONTHLY INTEREST | 11/30/20 | 11/30/20 | $0.00 | $0.00 | $ - | $11.08 |
| MONTHLY INTEREST | | | | | | |
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| MONTHLY INTEREST | | | | | | |

ACCOUNT HISTORY REPORT

**Location:** 78328
**Acct Nbr:** 2331000002
**Acct Name:** GENERAL FUND #2
**Name:** VAL VERDE COUNTY
**Pool Name:** TEXPOOL
**Pool Nbr:** 449

| Transaction Description | Settle Date | Transaction Date | Interest | Deposits | Withdrawals | Balance |
|---|---|---|---|---|---|---|
| BEGINNING BALANCE | 09/30/20 | | | | | $63,135.28 |
| MONTHLY INTEREST | 10/31/20 | 10/31/20 | $122.99 | $2,179,180.26 | $ 2,183,459.27 | $58,979.26 |
| MONTHLY INTEREST | 11/30/20 | 11/30/20 | $150.73 | $2,247,300.72 | $ 2,231,510.27 | $74,920.44 |
| MONTHLY INTEREST | | | | | | |
| MONTHLY INTEREST | | | | | | |
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| MONTHLY INTEREST | | | | | | |
| MONTHLY INTEREST | | | | | | |

ACCOUNT HISTORY REPORT

**Location:** 78328
**Acct Nbr:** 2331000003
**Acct Name:** ROAD & BRIDGE FUND
**Name:** VAL VERDE COUNTY
**Pool Name:** TEXPOOL
**Pool Nbr:** 449

| Transaction Description | Settle Date | Transaction Date | Interest | Deposits | Withdrawals | Balance |
|---|---|---|---|---|---|---|
| BEGINNING BALANCE | 09/30/20 | | | | | $143.93 |
| MONTHLY INTEREST | 10/31/20 | 10/31/20 | $0.00 | $0.00 | $ - | $143.93 |
| MONTHLY INTEREST | 11/30/20 | 11/30/20 | $0.00 | $0.00 | $ - | $143.93 |
| MONTHLY INTEREST | | | | | | |
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| MONTHLY INTEREST | | | | | | |
| MONTHLY INTEREST | | | | | | |

ACCOUNT HISTORY REPORT

**Location:** 78328
**Acct Nbr:** 2331000004
**Acct Name:** VAL VERDE COUNTY INTEREST & SINKING FUND
**Name:** VAL VERDE COUNTY
**Pool Name:** TEXPOOL
**Pool Nbr:** 449

| Transaction Description | Settle Date | Transaction Date | Interest | Deposits | Withdrawals | Balance |
|---|---|---|---|---|---|---|
| BEGINNING BALANCE | 09/30/20 | | | | | $278,856.67 |
| MONTHLY INTEREST | 10/31/20 | 10/31/20 | $20.33 | $0.00 | $ 175,000.00 | $103,877.00 |
| MONTHLY INTEREST | 11/30/20 | 11/30/20 | $10.52 | $0.00 | $ - | $103,887.52 |
| MONTHLY INTEREST | | | | | | |
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ACCOUNT HISTORY REPORT

**Location:**
**Acct Nbr:** TX-01-0794-4001
**Acct Name:** GENERAL FUND
**Name:** VAL VERDE COUNTY
**Pool Name:** TEXAS CLASS
**Pool Nbr:**

| Transaction Description | Settle Date | Transaction Date | Interest | Deposits | Withdrawals | Balance |
|---|---|---|---|---|---|---|
| BEGINNING BALANCE | 09/30/20 | | | | | $5,129,344.94 |
| MONTHLY INTEREST | 10/31/20 | 10/31/20 | $389.88 | | $ 2,000,000.00 | $3,129,734.82 |
| MONTHLY INTEREST | 11/30/20 | 11/30/20 | $307.26 | | $ - | $3,130,042.08 |
| MONTHLY INTEREST | | | | | | |
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ACCOUNT HISTORY REPORT

**Location:**
**Acct Nbr:** TX-01-0794-4002
**Acct Name:** ROAD & BRIDGE
**Name:** VAL VERDE COUNTY
**Pool Name:** TEXAS CLASS
**Pool Nbr:**

| Transaction Description | Settle Date | Transaction Date | Interest | Deposits | Withdrawals | Balance |
|---|---|---|---|---|---|---|
| BEGINNING BALANCE | 09/30/20 | | | | | $2,341.19 |
| MONTHLY INTEREST | 10/31/20 | 10/31/20 | $0.28 | $0.00 | $ - | $2,341.47 |
| MONTHLY INTEREST | 11/30/20 | 11/30/20 | $0.26 | | | $2,341.73 |
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ACCOUNT HISTORY REPORT

**Location:**
**Acct Nbr:** TX-01-0794-4003
**Acct Name:** INTEREST & SINKING
**Name:** VAL VERDE COUNTY
**Pool Name:** TEXAS CLASS
**Pool Nbr:**

| Transaction Description | Settle Date | Transaction Date | Interest | Deposits | Withdrawals | Balance |
|---|---|---|---|---|---|---|
| BEGINNING BALANCE | 09/30/20 | | | | | $0.00 |
| MONTHLY INTEREST | 10/31/20 | 10/31/20 | $0.00 | $0.00 | $ - | $0.00 |
| MONTHLY INTEREST | 11/30/20 | 11/30/20 | $0.00 | $0.00 | $ - | $0.00 |
| MONTHLY INTEREST | | | | | | |
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# VAL VERDE COUNTY
# RABIES AND ANIMAL CONTROL ORDINANCE
# ORDER NO. _____

## SECTION I – AUTHORITY AND PURPOSE

1. This Ordinance is promulgated pursuant to and in conformity with statutory authority granted to the Val Verde County Commissioners Court as follows:

   a. The Rabies Control Act of 1981, specifically including the authority granted in Sections 826.014, 826.017, and 826.033 of that Act, located in Chapter 826 of the Texas Health and Safety Code and the rules promulgated thereunder.
   b. Subchapter D, Chapter 821 of the Texas Health and Safety Code, specifically the authority granted in Sections 821.076 and 821.077 relating to the unlawful restraint of dogs.
   c. Subchapter D, Chapter 822 of the Texas Health and Safety Code, specifically including the authority granted in §822.047 which provides for the regulation of dangerous dogs.
   d. Chapter 801 of the Texas Occupations Code.
   e. Texas Administrative Code Chapter 169.

2. It is the intent of the Commissioners Court of Val Verde County, Texas, to enact this Ordinance in order to protect the public health and

safety of the citizens of Val Verde County and to impose reasonable uniform rules for rabies control and restraint of dogs and cats in Val Verde County. The Commissioners Court hereby declares that this Ordinance is necessary for the immediate preservation of the public peace, health and safety. This Ordinance is further intended to encourage the humane treatment of animals and prevent cruelty to animals.

3. Unless otherwise indicated, any person who violates a section of this Ordinance can be charged with a criminal offense or shall be strictly liable for such violation and shall be subject to the penalties herein established.

4. This Ordinance does not limit nor expand any other legal remedy available to any person, or to the County, under the laws of Texas and the United States for any injury or claim related to the keeping of an animal, nor does this Ordinance serve to legalize any activity otherwise prohibited under the laws of Texas or the United States.

5. This Ordinance supersedes the Rabies Control Act and the rules promulgated thereunder only to the extent that dual enforcement would occur. The Rabies Control Act and the rules thereunder are effective as to any matter not addressed in this Ordinance. This Ordinance replaces the Rabies and Animal Control Order adopted by the Val Verde County Commissioners on July 1, 1994.

6. This Ordinance applies to all portions of unincorporated Val Verde County. This Ordinance applies to incorporated cities or towns that adopt it and execute cooperative agreements with Val Verde County for their enforcement. If this Ordinance is in conflict with any city ordinance, it is the city ordinance that takes precedence so long as the activity at issue occurred within the geographic bounds of the incorporated city or town.

SECTION II – CONSTRUCTION

1. The Code Construction Act of Texas applies for the purpose of construing this Ordinance unless an alternative instruction, definition or application is contained in this Ordinance.

2. The word "shall" is mandatory and not discretionary as used in this Ordinance.

3. The word "Ordinance" includes "rule" "regulation" or "order" and all have the same meaning as applied to the terms of this Ordinance.

4. This Ordinance must be liberally construed to give effect to its purpose and intent.

SECTION III – DEFINITIONS

**"Abandon"** shall mean to leave or drop off a pet animal without provision for food, water, or shelter such that the animal's health is endangered or causes the animal to suffer (reference Texas Penal Code §42.09, Cruelty to Animals, reference Texas Health and Safety Code §821.021).

**"Animal Control Authority**," "**Local Animal Control Authority"** or **"Animal Control"** in Val Verde County, Texas shall refer to the Val Verde County Sheriff and his designees or any person duly appointed by the Val Verde County Commissioners Court to act in that capacity.

"**Animal Control Department"** means a municipal or county animal control office, or a state, county, or municipal law enforcement agency, that collects, impounds, or keeps stray, homeless, abandoned, or unwanted animals.

**"Animal Control Officer"** means the person or persons employed by Val Verde County and supervised by its Local Animal Control Authority to enforce this Ordinance.

**"Bite"** means any abrasion, scratch, puncture, tear, or piercing of the skin actually or suspected of being caused by an animal.

**"Cat"** means Felis Catus.

**"Custodian"** means a person who feeds, shelters, harbors, or has possession or control, or has the responsibility to control, a dog or cat.

**"Dangerous dog"** is a dog that has been deemed dangerous under the provisions of Chapter 822, Subchapter D of the Texas Health & Safety Code and includes a dog that:

a. makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
b. commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

**"Dog"** means a domesticated animal that is a member of the canine family.

**"Estray"** means any livestock that is found on a property other than the owners' property or the property that the owner has permission to keep livestock on.

**"Exposed to Rabies"** means bitten by, fought with, or consorted with an animal known or suspected to have rabies or showing objective symptoms of rabies.

**"Feral Cat"** means a descendant of a domesticated cat that has returned to the wild. It is distinguished from a stray cat, which is a pet cat that has been lost or abandoned, while feral cats are born in the wild. The offspring of a stray cat can be considered feral if born in the wild.

**"Holiday"** means a day designated officially by the Val Verde County Commissioners Court.

**"Impound"** means apprehend, catch, trap, net, tranquilize, or confine.

**"Impounding facility"** means any premises designated by Val Verde County for the purpose of impounding, destroying, or caring for animals found in violation of this Ordinance which includes but it not limited to the Val Verde County Animal Control Facility.

**"Livestock"** means any animal that is kept primarily for agricultural purposes to include but not limited to:

a. any hooved animal including captive or domestic breeds of bovine, equine, swine, goat, sheep, alpaca, llama, deer or any ungulates;
b. any poultry including captive or domestic breeds of chickens, swan, geese, turkey or peacocks; and
c. ratites including rhea, emu or ostriches.

**"Livestock animal"** means an equine animal or an animal raised primarily for use as food or human consumption or to produce fiber for human use and includes horses, cattle, sheep, swine, goats and poultry.

**"Local Rabies Control Authority"** shall refer to the Val Verde County Sheriff and his designees or any person duly appointed by the Val Verde County Commissioners Court to enforce this Ordinance.

**"Non-livestock animal"** means a service animal or an animal maintained as a pet in the home or on the property of the animal's owner and includes captured wildlife or an exotic animal maintained as a pet. The term does not include a livestock animal.

**"Official Rabies Certificate"** means a certificate bearing the signature of a licensed veterinarian, rabies tag number, the name, color, sex, species, age, and breed of a dog or cat, the name and address of the owner, the date of the vaccination, the date, serial number, producer, and type of vaccine administered, and such other information as required by the minimum standards for vaccination certifications approved by the Texas Board of Health, in accordance with the Texas Health & Safety Code §826.021(b) and Texas Administrative Code Rule §169.29 Vaccination Requirements.

**"Owner"** means any individual, corporation, association, or any other legal entity that harbors, shelters, keeps, controls, manages, possesses, or has part interest in any animal subject to this Ordinance. The occupant of any premises on which a dog or cat, or other animal, remains for a period of seven (07) days, or to which it customarily returns for a period of seven (07) days, is presumed to be harboring, sheltering, or keeping the aforementioned animal, within this definition. If a minor owns a dog or cat or other animal subject to the provisions of this Ordinance, any adult occupant of the household of which such minor is a member shall be deemed to be the owner or custodian of such dog or cat or other animal for the purpose of this Ordinance and shall be held responsible as the owner or custodian. If not a member of a household, such minor owner shall himself be directly subject to the provisions of this Ordinance.

**"Public nuisance"** means any animal or animals that unreasonably annoy humans, endanger the live or health of other animals and persons or substantially interfere with citizens other than their owners,

to the enjoyment of life or property. The term public nuisance shall mean and include any animal that:

a. repeatedly running at large or stray;
b. damages the property of anyone other than its owner;
c. molests and intimidates pedestrians or passersby; or
d. chases vehicles or bicycles.

**"Restraint"** means the control of an animal under any of the following circumstances:

a. When it is controlled by a lead, line, or leash that is secured to a secure object or held by a person who is capable of controlling and governing the animal in question;
b. When it is within a fully enclosed vehicle;
c. When it is on the premises of the owner and/or custodian;
d. When it is restrained securely within an enclosure or fence; or
e. When it is under the physical control of the owner or custodian.

**"Restraint that Unreasonably Limits the Dog's Movement"** means a restraint that:

a. uses a collar that is pinch-type, prong-type or choke-type that is not properly fitted to a dog;
b. is a length shorter than the greater of:

    i. five times the length of the dog, as measured from the tip of the dog's nose to the tip of the dog's tail; or

ii. ten feet; or
iii. is in an unsafe condition; or
iv. causes injury to the dog at any time and any location.

**"Running at large"** means not under the control of the owner or handler while:

a. on the premises of another without the consent of the owner of the premises or any other person authorized to give consent; or
b. on a highway, a public road or street or any other place open to the public generally.

**"Secure"** means a restraint or enclosure that is reasonably designed to confine a pet animal taking into account the size, strength, agility, age, and history of the pet animal.

**"Secure enclosure"** means a fenced area or structure that is:

a. locked;
b. capable of preventing the entry of the general public, including children;
c. capable of preventing the escape or release of a dog;
d. clearly marked as containing a dangerous dog if there is a dangerous dog contained therein; and
e. in conformance with the requirements for enclosures established by Animal Control.

**"Shelter"** shall refer to a structure that is large enough to allow the animal to stand up and turn around in; has a floor, at least three (03) sides, and a roof; and provides protection from the extreme weather elements.

**"Stray"** means any dog or cat running free from the owner's or custodian's premises or control without restraint.

**"Tethering"** shall mean to use a chain, rope or other chain-like restraint allowing the animal to become entangled with the chain of any other animal or object. The animal shall be affixed to the chain or rope by means of a well-fitted, non-choke collar (well-fitted meaning that a person can fit two (02) finger widths between the collar and the animal's neck). The chain or rope must not measure less than ten (10) feet in length and shall allow the animal from the elements.

**"Temporary Ownership"** means the provisional assumption of ownership for the purpose of preventative immunizations and treatment, including emergent humane euthanasia as directed by a licensed veterinarian in the event of suffering, during an animal's stray hold period at an impound facility.

**"Vaccinated"** means properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture an administered by a veterinarian licensed by the State of Texas.

a. **"Currently vaccinated"** as the term is defined in 25 T.A.C. §169.22, shall mean vaccinated and satisfying the following criteria:

i. The animal must have been vaccinated against rabies according to the label recommendations of a US Department of Agriculture (USDA) approved vaccine.
ii. At least thirty (30) days have elapsed since the initial vaccination.
iii. The time elapsed since the most recent vaccination has not exceeded the label recommendations of the vaccine.
iv. It is presumed that 365 days does not exceed the label recommendations of the vaccine.

b. **"Currently vaccinated" in Val Verde County** shall mean vaccinated and satisfying the following criteria:

i. The animal must have been vaccinated against rabies according to the label recommendations of a US Department of Agriculture (USDA) approved vaccine.
ii. The animal has been vaccinated for rabies within the last 12 months or has received 2 rabies vaccinations with the latter of the 2 rabies vaccinations having been administered using a vaccine with a 3-year duration of immunity.
iii. At least thirty (30) days have elapsed since the initial vaccination.
iv. The time elapsed since the most recent vaccination has not exceeded the label recommendations of the vaccine.
v. It is presumed that 365 days does not exceed the label recommendations of the vaccine.
vi. If a previously vaccinated animal is overdue for a booster, once revaccinated, the animal will be considered currently vaccinated.

**"Veterinarian"** means a person licensed to practice veterinary medicine by the State Board of Veterinary Medical Examiners.

## SECTION IV – LOCAL RABIES CONTROL AUTHORITY

1. The Val Verde County Sheriff's Office is herein designated as the Local Rabies Control Authority for purposes of this Ordinance.

2. The Local Rabies Control Authority or his/her designee shall have the duty to enforce:

a. The Rabies Control Act of 1981, of the Texas Health and Safety Code §826.001, et seq. and amendments thereto;
b. The rules of the Texas Board of Health which comprise the minimum standards for rabies control in the State of Texas;
c. This Val Verde County Ordinance to control rabies adopted herein; and
d. The rules adopted by the Texas Board of Health concerning quarantine provisions of the Rabies Control Act of 1981.

## SECTION V -- LOCAL ANIMAL CONTROL AUTHORITY

1. Designation of Animal Control Officer. The Commissioners Court of Val Verde County, Texas, hereby designates the Val Verde County Sheriff as the Local Animal Control Authority and creates the position of Animal Control Officer within the Sheriff's Office to assist with the following:

a. formulation of rules and procedures to be approved by the Val Verde County Commissioners Court for the enforcement of this ordinance; and
b. supervising the implementation, administration and enforcement of this ordinance.

2. Duties of Animal Control Officer. The Animal Control Officer or his authorized designee will be responsible for, but not limited to, the following duties as set forth in this ordinance and to carry out provisions of the State laws pertaining to control and eradication of rabies:

a. Animal bites- receive and investigate reports or animal bites within Val Verde County in a timely manner. Bites occurring within Del Rio city limits will be referred to the City of Del Rio Animal Control Officer;
b. Quarantine - perform immediate and proper quarantine procedures for animals suspected of having rabies. Animals may be placed in approved animal shelters or veterinary hospitals;
c. Impoundment - the Animal Control Officer or his authorized designee will humanely capture and transport an animal to the Val Verde County Animal Control for violations set forth in this ordinance;
d. Destruction - perform immediate, if warranted, proper and humane destruction of certain animals described in this ordinance;
e. Citations - Issuance of citations for various violations and offenses set forth; and
f. Records - Provide necessary data and reports on a periodic basis as required by the Val Verde County Commissioners Court.

3. Interference with the Animal Control Officer and Penalty. It shall be unlawful for any person to intentionally or knowingly, by act or omission, physically interfere with, molest, hinder, or prevent the Animal Control Officer from the official discharge of the duties herein prescribed. No person shall remove, alter, damage or otherwise tamper with a trap or equipment belonging to, or set out by, the Animal Control Department or its designee.

4. Any person found in violation of this Section shall be guilty of a Class "B" misdemeanor.

## SECTION VI – VACCINATIONS

1. The owner or custodian of every dog or cat shall have the dog or cat vaccinated against rabies as required by the Rabies Control Act of 1981, Chapter 826, Subchapter C of the Texas Health & Safety Code, and amendments thereto. Failure to vaccinate a dog or a cat against rabies shall subject the owner or custodian of the unvaccinated animal to a fine and punishment prescribed by Section 826.022 of the Texas Health and Safety Code.

2. The owner of a dog or cat shall have the animal vaccinated against rabies after the age of three (03) months and before the age of four (04) months. All animals must receive a second rabies vaccination within one (01) year of receiving their first vaccination, regardless of the type of vaccine used or the age at which the animal was initially vaccinated. After the second rabies vaccination, the dog or cat must be vaccinated against rabies at least every three (03) years thereafter and in accordance with state rules. Any person moving into the Val Verde County from a location outside of Val Verde County shall comply with this Section within ten (10) days after having moved into Val Verde County or, upon request, provide proof of compliance with this Section. Nothing in this Section prohibits a veterinarian and owner from selecting a more frequent rabies vaccination interval.

3. Rabies vaccine for animals may be administered only by or under the direct supervision of a veterinarian.

4. A veterinarian may not administer or directly supervise the administration of rabies vaccine in this state unless the person is:

   a. licensed by the State Board of Veterinary Medical Examiners to practice veterinary medicine; or
   b. practicing veterinary medicine on an installation of the armed forces or National Guard.

5. A person may not sell or distribute rabies vaccine for animals to any person except a licensed veterinarian or to a person working in a veterinary clinic who accepts the vaccine on behalf of the veterinarian. This Section does not prohibit a pharmacy licensed by the Texas State Board of Pharmacy from supplying rabies vaccine for animals to a licensed veterinarian.

6. This Section does not prohibit a veterinarian licensed by the State Board of Veterinary Medical Examiners from selling or dispensing rabies vaccine to an individual with whom the veterinarian has a veterinarian-client-patient relationship as described by Chapter 801, Occupations Code, for the sole purpose of allowing that individual to administer the rabies vaccine to that individual's own livestock.

7. Certificate of vaccination: upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat a certificate using a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy for a period of 365 days from the date the vaccine is administered. Such certificate shall contain the following information:

a. The name, address and telephone number of the owner of the vaccinated dog or cat;
b. The date of vaccination;
c. The type of rabies vaccine used;
d. The year and number of rabies tag; and
e. The breed, age, color, and sex of the vaccinated dog or cat.

8. Rabies tag: concurrent with the issuance and delivery of the certificate of vaccination, the veterinarian shall furnish to the owner of the vaccinated dog or cat a metal tag. The owner of the dog or cat shall attach the metal tag to the collar or harness of the vaccinated dog or cat, serial numbered to correspond with the vaccination certificate number, and bearing the year of issuance and the name of the issuing

veterinarian and his/her address. The owner shall have the collar or harness, with the metal tag attached, on his/her dog or cat at all times. Any other methodology approved and accepted by the Texas Department of Health for identification purposes will be considered by the Animal Control Officer.

9. Duplicate tag: in the event of loss or destruction of the original tag provided as specified in this ordinance, the owner of the animal shall obtain a duplicate tag. Vaccination certificates and tags shall be valid only for the animal for which it was originally issued. Duplicate tags may be obtained from the veterinarian who issued the rabies tag.

10. Proof: It shall be unlawful for any person who owns a vaccinated dog or cat to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this order.

11. Harboring a not currently vaccinated pet animal: It shall be a violation of this Ordinance for any person to harbor any pet animal that has not been currently vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

12. A person commits an offense if the person:

a. administers or attempts to administer rabies vaccine in a manner not authorized by Section 826.023 of the Texas Health and Safety Code;
b. dispenses or attempts to dispense rabies vaccine in a manner not authorized by Section 826.023 of the Texas Health and Safety Code; or
c. sells or distributes rabies vaccine for animals in violation of Section 826.023(c) of the Texas Health and Safety Code.

13. Any person found in violation of this Section shall be guilty of a Class "C" misdemeanor. It is a defense to prosecution that the person

charged produces proof of vaccination that was valid at the time the offense is alleged to have occurred. If it is found that the person has been previously convicted of failing or refusing to have each dog or cat owned by the person vaccinated against rabies, the offense is a Class "B."

## SECTION VII -- RABIES CONTROL AND QUARANTINE

1. Any person having knowledge of a bite to a human or any warm-blooded animal by a dog or cat shall report the bite to the Val Verde County Animal Control Officer or the Local Health Authority, if different from the sheriff's office. The Val Verde County Animal Control Officer shall investigate each biting incident reported.

2. When a dog or cat that has bitten a human has been identified, the owner or custodian shall place the animal in quarantine for a minimum of ten (10) days. No rabies vaccine shall be administered until after a ten-day observation period.

3. Any person who has reason to believe that any animal, whether or not currently vaccinated, has been exposed to rabies must immediately report the incident to the Local Rabies Control Authority.

4. If the owner of the animal cannot provide an approved isolation facility or does not agree to pay for the facility, the animal shall be humanely destroyed at the owner's expense.

5. If the animal's owner cannot be identified or located within ten (10) business days from the time of impoundment, not counting weekends nor holidays, the animal shall be humanely destroyed.

6. The Local Rabies Control Authority or a veterinarian shall quarantine or test, in accordance with department rules and the Rabies Control Act, set out in Chapter 826 of the Texas Health and Safety

Code, and the regulations adopted pursuant to that statute, as amended, any animal that the Local Rabies Control Authority or veterinarian has probable cause to believe is rabid, may have been exposed to rabies, or may have exposed a person to rabies.

7. An owner shall submit for quarantine an animal that:

   a. is reported to be rabid or to have exposed an individual to rabies; or
   b. the owner knows or suspects is rabid or has exposed an individual to rabies.

8. The owner shall submit the animal to the Val Verde County Local Rabies Control Authority in which the exposure occurs.

9. A veterinarian shall quarantine an animal that:

   a. is in the possession of the veterinarian; and
   b. the veterinarian knows or suspects is rabid or has exposed an individual to rabies.

10. At the time an owner submits for quarantine an animal, the veterinarian or Local Rabies Control Authority, as applicable, shall:

   a. provide written notification to the animal's owner of the date the animal enters quarantine and the date the animal will be released from quarantine;
   b. obtain and retain with the animal's records a written statement signed by the animal's owner and a supervisor employed by the veterinarian or the Local Rabies Control Authority acknowledging that the information required by under this Ordinance has been provided to the animal's owner; and
   c. provide the animal's owner a copy of the signed written statement obtained under this Ordinance.

11. A veterinarian or the Local Rabies Control Authority, as applicable, shall identify each animal quarantined under this Section with a placard or other marking on the animal's kennel that indicates the animal is quarantined under this Section.

12. If a veterinarian determines that a quarantined animal does not show the clinical signs of rabies, the veterinarian or the Local Rabies Control Authority shall release the animal to its owner when the quarantine period ends if:

a. the owner has an unexpired rabies vaccination certificate for the animal; or
b. the animal is vaccinated against rabies by a licensed veterinarian at the owner's expense.

13. If a veterinarian determines that a quarantined animal shows the clinical signs of rabies, the veterinarian or the Local Rabies Control Authority shall humanely destroy the animal.

14. If an animal dies or is destroyed while in quarantine, the veterinarian or the Local Rabies Control Authority shall remove the head or brain of the animal and submit it to the nearest department laboratory for testing.

15. The owner of an animal that is quarantined under this Ordinance shall pay to the veterinarian or the Local Rabies Control Authority the reasonable costs of the quarantine and disposition of the animal. The veterinarian or the Local Rabies Control Authority may bring suit to collect those costs. Val Verde County may reimburse the veterinarian in a reasonable amount set by the county for the costs of the quarantine and disposition of an animal whose owner is unable to pay.

16. Except as provided by in this ordinance, the veterinarian or the Local Rabies Control Authority may sell the animal and retain the proceeds or keep, grant, or destroy an animal if the owner or custodian

does not take possession of the animal before the fourth day following the final day of the quarantine period.

17. A veterinarian or the Local Rabies Control Authority may not destroy an animal following the final day of the quarantine period unless the veterinarian or the Local Rabies Control Authority has notified the animal's owner, if available, of the animal's scheduled destruction.

18. A person commits an offense if the person fails or refuses to quarantine or present for quarantine or testing an animal that:

a. is required to be placed in quarantine or presented for testing under Texas Health and Safety Code §826.042 and department rules; or
b. is required to be placed in quarantine under ordinances or rules adopted under Texas Health and Safety Code by a county or municipality within whose jurisdiction the act occurs.

19. Any person found in violation of this Section shall be guilty of a Class "C" misdemeanor.

## SECTION VIII -- RESTRAINT AND IMPOUNDMENT

1. All dogs and cats must be kept under restraint while in the unincorporated areas of Val Verde County, Texas. The custodian of a dog or cat is not authorized to have, harbor or keep any unlicensed dog or cat, or to allow any dog or cat to become a stray.

2. Dogs may be unrestrained for landowners when used for ranching, hunting, farming or guarding on parcels larger than five (05) acres and with the permission of the landowner.

3. The custodian of every dog or cat is responsible for any behavior of a dog or cat under the provisions of this Ordinance.

4. The Local Rabies Control Authority and the Local Animal Control Authority or its designee shall be authorized by this Ordinance and the applicable provisions of the Texas Health and Safety Code §826.002, to capture, confine and impound the following:

a. All stray dogs and cats whether or not vaccination or tags are displayed;
b. Any animal, whether domesticated, wild, or stray, which has bitten or scratched a person, has bitten or scratched another animal, or is suspected of having rabies or having been exposed to rabies; and
c. Any dangerous dog that is improperly secured or unregistered, as required.

5. All animals seized and confined under this Section shall be impounded in an impoundment facility designated by the Local Animal Control Authority. Val Verde County may contract with any licensed veterinarian or other licensed facility to provide this service in a suitable facility within Val Verde County that has been approved by the Texas Department of Health.

6. It shall be the duty of the Local Animal Control Authority or his designee to deposit all living animals to be impounded with the designated impounding facility.

7. The owner or custodian of any impounded dog or cat may claim and redeem their animal prior to its sale, adoption, or other disposition during regular business hours of the impounding facility within three (03) business days. No animal may be claimed or redeemed without proof of current vaccination or payment of applicable vaccination fees. Fees for redemption of animals shall not

exceed those set out in the fee schedule attached to this Ordinance and incorporated herein for all purposes; provided, however, these fees may be changed from time-to-time with approval of the Val Verde County Commissioners Court.

8. A person commits an offense if:

a. the person fails or refuses to restrain a dog or cat owned by the person; and
b. the animal is required to be restrained under the ordinances or rules adopted under this Section by Val Verde County.

9. Any person found in violation of this Section shall be guilty of a Class "C" misdemeanor.

## SECTION IX -- PROHIBITION OF A NUISANCE

### Dogs and Cats prohibited from running at large

1. Each stray dog or cat is a public nuisance.

2. When the custodian of an animal running at large is determined and the owner can be located:

a. the animal shall be returned to its custodian and the custodian of the animal shall be given a warning for violation of this Ordinance;
b. the animal may be returned to its custodian and the custodian of the animal may be cited to appear in a justice of the peace court to answer charges of violation of this Ordinance;
c. the animal may be impounded and the custodian of the animal cited to appear in a justice of the

peace court to answer charges of violation of this Ordinance;

d. the animal may be impounded; **OR**
e. the custodian of the animal may be cited to appear in a justice of the peace court to answer charges of violation of this Ordinance.

3. If ownership is in question or if the animal is a stray, the animal shall be impounded for three (03) business days, not counting weekends nor holidays.

4. An owner may claim the animal within this time period after paying all incurred costs and impoundment fees.

5. Upon failure of the owner to claim the animal during that period, the Animal Control Officer may order the animal destroyed without compensation to the owner.

6. Any person found in violation of this Section shall be guilty of a Class "C" misdemeanor.

## SANITARY CONDITIONS REQUIRED

1. It shall be unlawful for the owner of any animal to fail to maintain any enclosure confining said animal in a sanitary condition that does not endanger the public's health or safety.

2. A sanitary condition is hereby defined to include, but shall not be limited to, each of the following:

    a. maintenance of the enclosure free from odors that are offensive to reasonable persons of ordinary sensibilities residing in the immediate vicinity; and
    b. the exercise of due diligence in taking all

reasonable steps to prevent the attraction and breeding of files, mosquitoes or other noxious insects.

## SECTION X -- OWNERSHIP OF DANGEROUS DOGS

1. Requirements for Ownership of a Dangerous Dog. An owner of a dangerous dog must:

   a. Register the dangerous dog with the Val Verde County Animal Control Officer for the area in which the dog is kept.
   b. Pay an annual fee of $100 to the Val Verde County Sheriff's Office.
   c. Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure which has been approved by the Animal Control Officer.
   d. Post a sign on premises warning that there is a dangerous dog on the property. This sign shall be visible and be capable of being read from a public street or highway.
   e. Spay or neuter the dangerous dog.
   f. Obtain necessary insurance or show financial responsibility in the amount of at least $100,000 to cover damages to persons and property resulting from a dog attack.

2. Limitation of Ownership of Dangerous Dogs.

   a. Only one dangerous dog may be owned per household.
   b. No more than one dangerous dog may remain at any residence for more than seven (07) days.

3. Declaration of a Dangerous Dog.

a. The Local Animal Control Authority may find and declare a dog to be dangerous or potentially dangerous if the Local Animal Control Authority has probable cause to believe that a dog committed any acts described in the definition of "Dangerous Dog" or that the dog repeatedly bit or vigorously shook its victim and the victim, or a person intervening, had difficulty terminating the attack; or
b. Upon receipt of an affidavit of complaint signed by one or more individuals, made under oath before an individual authorized by law to take sworn statements or made at the Local Animal Control Authority Office, setting forth the nature and the date of the act, the location of the event, the name of the owner of the dog, the address of the owner, and the description of the dog doing such act, the Animal Control Officer shall investigate the complaint and determine if a dog is dangerous.

4. Notification of Declaration of Dangerous Dog: Within five (05) working days of declaring any dog dangerous or potentially dangerous, the Local Animal Control Authority Office will notify, by regular mail and by certified mail, return-receipt requested, the owner of the dog(s) designated as a dangerous dog. The Local Animal Control Authority Office shall also post a written notice at the entrance of the premises where the dog is harbored.

5. Receipt of said notice shall be presumed upon proof of either of the following occurrences:

a. Return of an executed return-receipt; or
b. Affidavit by Animal Control of deposit of a correctly addressed notice into United States mail; or

c. Affidavit by Animal Control of posting of the notice at the premises where the dog was harbored.

6. An owner may appeal this declaration to a justice court of competent jurisdiction. If the dog is declared to be dangerous, the notice shall inform the owner of the dog that a determination hearing may be requested to contest the declaration. The request for a determination hearing must be in writing and must be received by the appropriate Justice of the Peace no later than ten (10) working days from receipt of notice by the owner of the dog. Failure to appeal the declaration within ten (10) working days shall result in the Local Animal Control Authority Office's decision becoming final.

7. Determination Hearing:

a. Upon written request for a determination hearing by the owner of a dog declared dangerous, the dog in question will be subject to any behavior assessment test or any other means available to Animal Control. The results of any tests will be presented at the determination hearing and be taken into consideration for the final determination. The owner shall be responsible for any costs incurred for the test or tests to be conducted and fees of the animal behaviorist to analyze the video test or tests.
b. The owner shall be notified of the hearing by placing the notice in the United States mail addressed to the owner. The Local Animal Control Authority Office's declaration becoming final after failure of the owner of the dog to appear at the determination hearing. Pending the outcome of the determination hearing, the dog must be securely confined in a humane manner at a licensed veterinarian. The costs of securing the

dog pending the determination hearing shall be borne by the owner.

c. The court shall determine by a preponderance of the evidence whether the declaration that the dog is dangerous is proper based upon the evidence, affidavits, and testimony presented at the hearing.

8. It is a defense to the determination of any dog as dangerous and to the prosecution of the owner of the dog:

a. If the threat, injury, or damage was sustained by a person who at the time was committing a willful trespass or other tort upon the premises occupied by the owner of the dog;
b. If the person was teasing, tormenting, abusing, or assaulting the dog;
c. If the person was committing or attempting to commit a crime;
d. If the dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault; or
e. If the dog was injured and responding to pain.

9. Confiscation:

a. Until the owner of a dog determined to be dangerous has met the requirements placed on that owner by Section 822.042, Texas Health & Safety Code and this order, the Animal Control Officer or his designee shall seize the dog whether it be found on public or private property.
b. The Animal Control Officer shall have no authority to seize any dog unless he has first delivered to the owner of the dog, a written notice of the determination that the dog is a dangerous dog.

The notice may be delivered either in person or by certified mail, return receipt requested, directed to the last known mailing address of the owner.

c. The Animal Control Officer shall be required to obtain a search and seizure warrant to gain custody of any dog(s).
d. If an attempt is made by the Animal Control Officer to impound a dangerous dog and the impoundment cannot be made safely, the owner shall be notified and given twenty- four (24) hours to surrender the dog to the Animal Control Officer. The notice shall include a warning that failure to surrender the dog may result in destruction of the dog if it cannot be safely impounded on any subsequent attempt.
e. Animal Control Officer for a period of three (03) business days, not counting weekends nor holidays, to allow the owner to claim the dog upon satisfaction of the provisions of Section 822.042 of the Texas Health & Safety Code and this Ordinance.
f. Upon failure of the owner to reclaim the dog during that period, the Animal Control Officer may humanely destroy the dog without compensation to the owner.
g. The owner must, prior to the dog's release, satisfy all above-referenced provisions.

10. Penalty for violations:

a. Any person who violates a provision of this Section shall be guilty of a Class "C" misdemeanor.
b. If it is shown on trial that a person has been previously convicted under this Section, no portion of a fine imposed for subsequent violations

may be deferred, suspended or probated.

c. Each day that a person owns a dangerous dog in violation of this Section shall constitute a separate offense.
d. An offense under this Section is a Class "B" misdemeanor if the defendant has previously been convicted under this Section.
e. If a person is found guilty of an offense under this Section, and the offending dog caused death or serious bodily injury, the Court may order the dangerous dog destroyed by Animal Control in a humane manner.

## SECTION XI – CRUELTY TO NON-LIVESTOCK ANIMALS

1. In accordance with Section 42.092 "Cruelty of Non-Livestock Animals" of the Texas Penal Code, Chapter 42 which prohibits a person from intentionally, knowingly or recklessly cruelly treating an animal, the following actions define cruel punishment:

a. tortures an animal or in a cruel manner kills or causes serious bodily injury to an animal;
b. without the owner's effective consent, kills, administers poison to, or causes serious bodily injury to an animal;
c. fails unreasonably to provide necessary food, water, care, or shelter for an animal in the person's custody;
d. abandons unreasonably an animal in the person's custody;
e. transports or confines an animal in a cruel manner; or
f. without the owner's effective consent, causes bodily injury to an animal.

2. The range of punishment for offenses described in subsection 1 above are classified under Section 42.092 "Cruelty of Non-Livestock Animals" of the Texas Penal Code, Chapter 42.

3. Placement and baiting of animal traps and poison. Humane traps shall be used to trap animals, whether on public or private property. The person who places the trap, or who requests its placement, shall be responsible for checking the trap, the care of the animal while it is in the trap, and the notification to the Animal Control Department of any captured animal. All traps shall be checked at least daily. No traps shall be placed upon public property without written permission from the department. It shall be the responsibility of the person setting the trap to properly label the trap indicating the name and contact information for the owner and the date permission was obtained from the department.

4. All captured domesticated animals shall be turned over to the Animal Control Department.

5. Offenses: A person commits an offense if he:

a. places, or places and baits, or allows the placing or placing and baiting, of a steel-jawed trap (commonly known as a "bear trap", "wolf trap", "leg hold trap", or "coyote trap"), a body hold trap (commonly known as "conibear trap"), any snare trap, any noose-type trap, or any other trap designed, used, or adapted to be lethal or cause serious bodily injury or death of an animal;
b. places or allows the placing of any substance, article, or bait that has in any manner been treated with any poisonous or toxic substance, including anti-freeze, or any drug in any place accessible to human beings, birds, dogs, cats or other animals

with the intent to kill or harm animals;

c. fails to check a trap he has placed, placed and baited, or allowed to be placed or placed and baited at least once every twenty-four (24) hours;

d. places, or places and baits, or allows the placing or placing and baiting of any trap when the overnight low temperature is expected to be below forty (40) degrees Fahrenheit without first obtaining written permission from the department;

e. places, or places and baits, or allows the placing or placing and baiting of any trap under conditions which may endanger the health of the animal due to exposure to rain, snow, extreme temperatures, lack of food or water, or under other circumstances that may cause bodily injury, serious bodily injury or death of the animal, whether or not such injury occurs;

f. euthanizes, kills or attempts to euthanize or kill a trapped animal in a manner other than one specifically allowed in this Ordinance;

g. places or places and baits a trap or allows the placing or placing and baiting of any trap designed for trapping animals in any highway, street, alley, or other public place within the incorporated limits of the city unless specific written permission by the department has been granted. This Section shall not apply to a city enforcement agent or an agency working in compliance with written permission from the department for placing the trap on public property;

h. removes, alters, damages, or otherwise tampers with a trap or equipment belonging to or placed at the request of the department;

i. places, or places and baits a trap, other than a commercially available trap solely designed to

exterminate mice, rats, or insects, for commercial profit, without identifying the trap with the name, telephone number, and Texas Department of Agriculture Structural Pest Control Applicator license number of the applicator who placed or placed and baited the trap.

6. Any person found in violation of subsection 5 above shall be guilty of a Class "C" misdemeanor.

7. Any trap found to be set in violation of this Section may be confiscated by any law enforcement officer or animal control officer and held as evidence in the case for the offense.

8. This Section shall not be interpreted to restrict the extermination of rats, mice, or insects, through the use of traps, poisons, or other commercially available means when used in that person's residence, property, accessory structure, or commercial establishment and in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that does not violate any other Section of this Ordinance.

## SECTION XII – DOGS CAUSING DEATH OR SERIOUS BODILY INJURY TO A PERSON

1. Val Verde County adopts the provisions Sections 822.001-822.006 of the Texas Health and Safety Code regarding dogs causing death or of seriously bodily injury to a person.

2. Attack by Dog Causing Death or Serious Bodily Injury. A person commits an offense if the person is the owner of a dog and the person:

a. with criminal negligence, as defined by Section

6.03, Texas Penal Code, fails to secure the dog and the dog makes an unprovoked attack on another person that occurs at a location other than the owner's real property or in or on the owner's motor vehicle or boat and that causes serious bodily injury, as defined by Section 1.07, Penal Code, or death to the other person; or

b. knows the dog is a dangerous dog by learning in a manner described by Section 822.042(g) of the Texas Health and Safety Code that the person is the owner of a dangerous dog, and the dangerous dog makes an unprovoked attack on another person that occurs at a location other than a secure enclosure and that causes serious bodily injury or death to the other person.

3. Seizure of a Dog Causing Death of or Serious Bodily Injury to a Person. A justice court, county court, or municipal court shall order the Animal Control Officer to seize a dog and shall issue a warrant authorizing the seizure:

a. On the sworn complaint of any person, including the County Attorney of Val Verde County or a Peace Officer, that the dog has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and

b. On a showing of probable cause to believe that the dog caused the death of or serious bodily injury to the person as stated in the complaint.

4. The Animal Control Officer shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court order the disposition of the dog.

5. HEARING:

a. The court shall set a time for a hearing to determine whether the dog caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth (10th) day after the date on which the warrant is issued.
b. The court shall give written notice of the time and place of the hearing to:

   i. the owner of the dog or the person from whom the dog was seized; and
   ii. the person who made the complaint.
   iii. Any interested party, including the County Attorney, is entitled to present evidence at the hearing.

c. The court shall order the dog destroyed if the court finds that the dog caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person.
d. If either of these findings is not made, the court shall order the dog released to:

   i. its owner;
   ii. the person from whom the dog was seized; or
   iii. any other person authorized to take possession of the dog.

e. The court may not order the dog destroyed if the court finds that the dog caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

   i. the dog was being used for the protection of a

person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and

ii. the enclosure was reasonably certain to prevent the dog from leaving the enclosure on its own and provided notice of the presence of a dog; and

iii. the injured person was at least eight (08) years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;

iv. the dog was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the injured person was at least eight (8) years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;

v. the attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the dog for law enforcement purposes;

vi. the dog was defending a person from an assault or person's property from damage or theft by the injured person; or

vii. the injured person was younger than eight (08) years of age, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the enclosure was reasonably certain to keep a person younger than eight (08) years of age from entering.

f. Provocation or Location of Attack Irrelevant: Except as otherwise provided, this Section applies to any dog that causes a person's death or serious bodily injury by attacking, biting, or mauling the

person, regardless of whether the dog was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

6. PENALTY FOR VIOLATION:

a. An offense under this Section is a felony of the third degree unless the attack causes death, in which event the offense is a felony of the second degree.
b. If a person is found guilty of an offense under this Section, the court may order the dog destroyed by any person listed in Section 822.004 of the Texas Health and Safety Code.
c. A person who is subject to prosecution under this Section and under any other law may be prosecuted under this Section, the other law, or both.

## SECTION XIII – UNLAWFUL RESTRAINT OF DOGS

1. A person who owns or has custody or control of a dog and who uses a chain, rope, tether, lease, cable or other device that attaches a dog to a stationary object or trolley system shall comply with Chapter 821, Subchapter D, §821.076 through §821.079 of the Texas Health and Safety Code, as amended. Dogs must have a properly fitted collar and restraint system as required by Subchapter D, Chapter 821 of the Texas Health and Safety Code.

2. An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:

a. between the hours of 10 p.m. and 6 a.m.;

b. within 500 feet of the premises of a school; or
c. in the case of extreme weather conditions, including conditions in which:

i. the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
ii. a heat advisory has been issued by a local or state authority or jurisdiction; or
iii. a hurricane, tropical storm, or tornado warning has been issued by the National Weather Service.

3. A restraint unreasonably limits a dog's movement if the restraint:

a. uses a collar that is pinch-type, prong-type, or choke- type; or
b. that is not properly fitted to the dog or is a length shorter than the greater of five times the length of the dog, is measured from the tip of the dog's nose to the base of the dog's tail; or ten (10) feet;
c. it is in an unsafe condition;
d. or causes injury to the dog.

4. A person commits an offense if he tethers an animal to a stationary object for any length of time except as follows:

a. Restraint on the owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met: (A) The animal's owner maintains continuous, direct physical control of the animal throughout the period of

restraint; (B) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars are prohibited; (C) The tether is designed and placed in a manner to prevent entanglement or injury; and (D) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.

b. A "skyline" type aerial trolley consisting of a line that is strung between two (02) fixed points that are at least twenty (20) feet apart with a down line that is at least five (05) feet in length is allowed as long as the requirements described in this Section are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

5. Exceptions: this section does not apply to:

a. a dog restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type prong-type, choke-type, or improperly fitted collar;
b. a dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
c. a dog restrained for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;

d. a dog restrained while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
e. a dog restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
f. a dog restrained while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

## SECTION XIV – VIOLATION AND ENFORCEMENT OF UNLAWFUL RESTRAINT

1. A person commits a violation if the person knowingly violates this Ordinance.

2. A peace officer or the Local Rabies Control Authority who has probable cause to believe that an owner is violating Subchapter D, Chapter 821 of the Texas Health and Safety Code shall provide the owner with a written statement of that fact. The statement must be signed by the officer and plainly state the date on which and the time at which the statement is provided to the owner in compliance with Texas Health and Safety Code §821.079.

3. A person commits an offense if the person is provided a statement and fails to comply with Subchapter D, Chapter 821 of the Texas Health and Safety Code within 24 hours of the time the owner is provided the statement. Any person found in violation of this Section above shall be guilty of a Class "C" misdemeanor.

4. If it is shown that a person charged with an offense under Subchapter D, Chapter 821 of the Texas Health and Safety Code has

previously been convicted of an offense under that chapter, that person shall be charged with a Class "B" misdemeanor.

5. If a person fails to comply with Chapter 821 of the Texas Health and Safety Code with respect to more than one dog, the person's conduct with respect to each dog constitutes a separate offense.

6. If conduct constituting an offense under Chapter 821of the Texas Health and Safety Code also constitutes an offense under any other law, the actor may be prosecuted under Chapter 821 of the Texas Health and Safety Code, any other or both.

7. Notwithstanding any other law, the clerk of a court that collects a penalty under this Section shall remit the penalty collected for deposit in the general fund of Val Verde County.

## SECTION XV -- ATTACKING DOMESTIC ANIMALS

1. Dogs that Attack Domestic Animals:

2. A dog or coyote that is attacking, is about to attack, or has recently attacked livestock or other domestic animals or fowls may be destroyed by:

   a. Any person witnessing the attack; or
   b. The attacked animal's owner or a person acting on the behalf of the owner. If the owner or person has knowledge of the attack.

3. A person who kills a dog as provided by this Section is not liable for damages to the owner, keeper or person in control of the dog.

4. A person who discovers on the person's property a dog known or suspected of having attacked livestock, domestic animals or fowl

may detain or impound the dog and return it to its owner or deliver the dog to the Local Animal Control Authority. The owner of the dog is liable for all cost incurred

5. in the capture and care of the dog and all damage done by the dog.

6. The owner, keeper or person in control of a dog that is known to have attacked livestock, domestic animal or fowl shall control the dog in a manner approved by the Local Animal Control Authority and shall not permit the dog to run at large.

7. A person is not required to acquire a hunting license under §42.002, Parks and Wildlife Code to destroy a dog or coyote under this Section.

8. A dog that attacks livestock, domestic animals or fowls may be registered as a dangerous dog and treated in accordance with this ordinance.

9. Protection of Livestock:

a. The owner of any sheep, goats, calves, or other domestic animals that are subject to the ravages of sheep-killing dogs may place poison on the premises where the animals are kept.
b. The owner must post notice of the poison at each entrance to the premises before placing the poison.

10. Penalties for Violations: The owner of a dog who permits the animal to run at large in and is found in violation of this Section shall be guilty of a Class "C" misdemeanor:

a. Each time a dog runs at large in violation of this Section constitutes a separate offense.

b. The penalties for violation of the dangerous dog provisions cited in Section 822.005 of the Texas Health and Safety Code shall only apply to attacks against a person. If an attack occurs against livestock, domestic animal or fowl, the following procedures shall be followed:

i. The first known attack by a dog against livestock, domestic animals or fowl shall result in the prosecution of the owner.
ii. If the owner is adjudicated for the violation, then Animal Control shall register the dog as a dangerous dog for the purpose of this Section.
iii. After Animal Control has registered the dog as a dangerous dog under this Section, Animal Control may provide the owner with written requirements that will better enable the owner to control the dangerous dog.
iv. If the owner fails to implement these requirements to the satisfaction of the Animal Control Officer, then Animal Control may apply for a seizure order or confiscate the dog.

11. If a dog that is registered under this Section is subsequently accused of an attack against livestock, domestic animals or fowl while the dog is running at large then Animal Control shall:

a. Schedule a hearing in accordance;
b. Provide prior notice of such hearing to the owner; and
c. Seize the dog unless the owner securely confines the dog to the satisfaction of Animal Control.

12. If it is shown by a preponderance of the evidence that the dog, indeed, attacked livestock, domestic animals or fowl then the Animal Control Officer shall arrange the humane destruction of the dog.

13. If, after a hearing, it is found that the dog shall be humanely destroyed as specified in this ordinance, the owner may immediately and voluntarily relinquish ownership of the dog and request that the court allow placement of the dog with a nonprofit animal shelter, pound or society for the protection of animals. The court may withdraw the order to have the dog humanely destroyed and grant such a request, if the owner swears, in writing, to refrain from:

a. interfering with the animal's placement, and/or
b. attempting to own or possess the animal in the future.

**MO'S NOTICE**

1. Any person who, as the operator of a motor vehicle, strikes a domestic animal, livestock, or any wild animal over five (05) pounds in weight, shall at once report the accident by calling 911.

2. If a domestic animal is injured or dies as a result of an individual's action and the animal's owner can be identified, the individual shall make every reasonable effort to contact the owner of the animal as soon as practicable. Nothing in this Section requires that the individual conduct an investigation as to the animal's ownership.

## SECTION XVI – ANIMAL CONFINEMENT IN VEHICLE OR TRAILER

1. It shall be unlawful for any person having charge or custody of an animal, as owner or otherwise, to place or confine such animal or allow such animal to be placed or confined or to be remain in a motor vehicle or trailer under such condition for such period of time as may endanger the health or well-being of such animal due to heat, lack of food or water, or such other circumstances as may reasonable be expected to cause suffering, disability or death.

2. Notwithstanding the warrant requirements in this ordinance, any animal control officer finding an animal in a motor vehicle or trailer in violation of this ordinance is authorized to obtain a locksmith at the owner's expense, or break and enter the vehicle or trailer if necessary, to remove the animal after taking reasonable steps to first locate the owner of the motor vehicle or trailer.

3. Removed animals will be impounded at the animal control facility for safekeeping. Owners may claim their animals upon payment of all reasonable charges for fees that accrue for removal and maintenance of the animal, plus impoundment fees.

4. At the time the animal is removed from the vehicle or trailer, the animal control officer shall leave a written notice bearing his/her name and office and the address where the animal may be claimed. The animal will be retained for the days required and, if not claimed, will be disposed of as provided in this ordinance.

5. Any person found in violation of this Section above shall be guilty of a Class "C" misdemeanor.

## SECTION XVII – RIGHT TO RE-ENTER

1. The Local Animal Control Authority and the Local Rabies Control Authority are hereby authorized to enter any unsecured or unfenced lot, tract or parcel of land for the purpose of seizing any stray dog or cat.

2. Nothing in this Ordinance shall be construed as authority for the Local Animal Control Authority and the Local Rabies Control Authority, employees or their agents to enter buildings unless:

a. the owner or other person with control over the premises consents to entry;
b. a valid warrant is obtained; or

c. exigent circumstances exist such that there is necessity to act immediately to protect or preserve life or to prevent serious injury to a person or an animal.

3. Any person convicted of violating this Section shall be punished by a fine not to exceed $500 for each separate violation. Any person who has been previously been convicted of a violation under this Ordinance shall be punished by a fine of not less than $250 and not more than $1000 for each subsequent conviction.

## SECTION XVIII – GENERAL DEFENSES

1. It is a defense to prosecution under this Ordinance that the person is a veterinarian, a peace officer, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody or control of a dog or cat in connection with that position.

2. It is a defense to prosecution under this Ordinance that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes.

3. It is a defense to prosecution under this Ordinance that the person is a dog trainer or an employee of a guard dog company under the Private Investigators and Private Security Agencies Act, Chapter 1702 of the Texas Occupations Code.

## SECTION XIX – FEES

1. Impound Fees:

   a. First offense, the impound fee is $25.00 ($10 is for boarding fee and $15 is the exclusive impound fee.)
   b. Second offense, the impound fee is $50.00.
   c. Third offense, the impound fee is $75.00.

2. Boarding Fees:

a. For each night an animal is housed at the Val Verde County Animal Control Facility. a boarding fee of $10.00 per animal will be charged to the owner.
b. Owners of unsterilized pets are to be encouraged to spay or neuter their animals.
c. In cases where an animal is being returned to an owner and the animal entered the Val Verde County Animal Control Facility without identification, office staff should explain to the individual the importance of identification and encourage the person to purchase a tag. In addition, owners should be cautioned about leaving animals outside unattended.

3. Quarantine Fee. Owners of animals' house at the Val Verde County Animal Control Facility under quarantine will be charged a $215.00 quarantine fee.

## SECTION XX – VALIDITY NOT AFFECTED

If any section, sentence, or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION XXI – ORDINANCE REVIEW

This Ordinance shall be reviewed every four (04) years by the Commissioners Court with evaluation and discussion of any new proposed ordinance changes that may have a significant impact on the quality of life in Val Verde County and to provide additional opportunities for the County departments and the public's input in the development and administration stages of this Ordinance.

**PASSED and APPROVED** this 23rd day of December, 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. BEAU NETTLETON**
COUNTY COMMISSIONER, PCT. 3

**HON. GUSTAVO FLORES**
COUNTY COMMISSIONER, PCT. 4

**ATTEST:**

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

**HON. GENEROSA GRACIA RAMON**
VAL VERDE COUNTY CLERK

H 22

**REGIONAL PUBLIC DEFENDER**
**FOR CAPITAL CASES**
P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)775-7954

**CHIEF PUBLIC DEFENDER**
Edward Ray Keith Jr.
**DEPUTY PUBLIC DEFENDER**
Keri Mallon

**CHIEF FINANCIAL OFFICER**
Amy Sharb
**SYSTEM ADMINISTRATOR**
Elaine Nauert

Honorable Lewis Owens
County Judge
County of Val Verde
400 Pecan St.
Del Rio, Texas 78840

Via email: lowens@valverdecounty.texas.gov

***RE:*** ***Formation of Regional Public Defender Office Local Government Corporation; Approval of Interlocal Agreement.***

Honorable Judge Owens:

First, let me thank you and Val Verde County for contracting with and partnering with Lubbock County and the Regional Public Defender for Capital Cases (RPDO) in providing qualified legal defense teams to represent indigent capital murder defendants in your jurisdiction. The program has grown tremendously and now more than 184 eligible counties in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th and 11th Administrative Judicial Regions participate in the program. The RPDO now has offices in Lubbock, Wichita Falls, Terrell, Angleton, Austin and San Antonio.

Because of the growth and success that RPDO has enjoyed, earlier this year the Lubbock County Commissioners Court, with the collaboration of the RPDO Oversight Advisory Board, decided to move forward with creating the Regional Public Defender Office Local Government Corporation (RPDO-LGC). As a local government corporation, the RPDO-LGC, on behalf of Lubbock County, will take over providing legal defense services to indigent defendants for participating counties who enter into interlocal agreements with the RPDO-LGC. In other words, the RPDO-LGC will provide the exact same services that the previous RPDO had been providing for your county.

However, since the RPDO-LGC is a separately incorporated legal entity, **it will be necessary for each participating county, by January 1, 2021, to enter into a new interlocal agreement with the RPDO-LGC as the current RPDO office will cease to exist as of December 31, 2020.** Enclosed is a new interlocal agreement for your consideration. The substantive terms and conditions of the agreement, including fees charged to the County, are the same as the current interlocal agreement your county has with the RPDO. From the County's standpoint, there should be little, if any, change in how the program operates.

I've also enclosed for your records a copy of the RPDO-LGC Articles of Incorporation and the makeup of the Board of Directors.

We are excited about this new development and look forward to Val Verde County continuing to be a part of the program. If you have any questions, please do not hesitate to contact me or Ray Keith, RPDO Chief Public Defender.

Sincerely,

William Cox
RPDO-LGC Board Chair
First Asst. Public Defender, El Paso County

Edward Ray Keith, Jr.
Regional Public Defender for Capital Cases

*Enclosures:*
*Interlocal Agreement*
*Board of Directors*
*Articles of Incorporation*

## INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **Val Verde COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

## RECITALS

**WHEREAS,** Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS,** Participant has a need for and desires the RPDO to provide defense services to indigent defendants in «COUNTY» County, Texas outlined herein; and

**WHEREAS,** each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS,** the performance of this Agreement by RPDO and PARTICIPANT will be in the common interest of the Parties;

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

## ARTICLE I
## PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "RPDO"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total $4,200,000 in FY20 and $4,200,000 in FY21. Of

this total, $4,200,000 in FY20 and $4,200,000 in FY21 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission ("TIDC"). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2020 and 2021; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of $1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 181 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 181 participating counties (50%).

The Interlocal Agreements shall become effective January 1, 2021 and continue through September 30, 2021. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2021, unless terminated under this Agreement.

1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 11th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT's expense.

1.03 **Duties and Responsibilities of the RPDO.** The RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO. The RPDO will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.

1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the RPDO will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the RPDO in meeting pre-established goals and objectives. The RPDO will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.

1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

## ARTICLE II
## OTHER TERMS AND CONDITIONS

2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: RKeith@rpdo.org

If to PARTICIPANT:

Honorable Lewis Owens
County Judge
Val Verde County
400 Pecan St.,
Del Rio, Texas 78840
E-Mail: lowens@valverdecounty.texas.gov

2.02 **Governmental Function/No Waiver of Immunity**. The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.

2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

2.04 **Employee Status**. RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.

2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.

2.08 **Severability.** 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 Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.

2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.

2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.12 **Withdrawal by Party.**

(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.

(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of $150.00 per hour for the first chair attorney, $125.00 per hour for the second chair attorney, $60.00 per hour for the mitigation specialist and $50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

**SIGNED AND EXECUTED** this _____ day of _____, 20___.

REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION

_____
William Cox, Chairman

ATTEST:

_____
Geoff Burkhart
Board Secretary

COUNTY OF Val Verde

_____
Honorable Lewis Owens
County Judge

ATTEST:

_____
County Clerk

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

Matthew L. Wade
Underwood Law Firm
General Counsel

APPROVED AS TO CONTENT:

REVIEWED FOR FORM:

| County | 2010 Pop | %Total Pop | Avg cases per yr | %Total Cases | FY21 Cost per County |
|---|---|---|---|---|---|
| Andrews | 14,786 | 0.17% | 0.4 | 0.31% | $8,984.00 |
| Angelina | 86,771 | 0.97% | 1.3 | 0.99% | $37,551.00 |
| Aransas | 23,158 | 0.26% | 0.2 | 0.15% | $7,646.00 |
| Archer | 9,054 | 0.10% | 0.0 | 0.00% | $1,719.00 |
| Armstrong | 1,901 | 0.02% | 0 | 0.00% | $1,000.00 |
| Atascosa | 44,911 | 0.50% | 0.6 | 0.46% | $18,255.00 |
| Austin | 28,417 | 0.32% | 0.9 | 0.69% | $19,402.00 |
| Bailey | 7,165 | 0.08% | 0.6 | 0.46% | $10,447.00 |
| Bandera | 20,485 | 0.23% | 0.1 | 0.08% | $5,605.00 |
| Baylor | 3,726 | 0.04% | 0 | 0.00% | $1,000.00 |
| Bell | 310,235 | 3.48% | 6 | 4.58% | $155,196.00 |
| Blanco | 10,497 | 0.12% | 0.2 | 0.15% | $5,058.00 |
| Borden | 641 | 0.01% | 0 | 0.00% | $1,000.00 |
| Bosque | 18,212 | 0.20% | 0.3 | 0.23% | $8,174.00 |
| Brewster | 9,232 | 0.10% | 0 | 0.00% | $1,756.00 |
| Briscoe | 1,637 | 0.02% | 0 | 0.00% | $1,000.00 |
| Brown | 38,106 | 0.43% | 1.9 | 1.45% | $36,601.00 |
| Burleson | 17,187 | 0.19% | 0.5 | 0.38% | $11,001.00 |
| Caldwell | 38,066 | 0.43% | 0.1 | 0.08% | $9,242.00 |
| Calhoun | 21,381 | 0.24% | 0.3 | 0.23% | $8,829.00 |
| Camp | 12,401 | 0.14% | 0 | 0.00% | $2,413.00 |
| Carson | 6,182 | 0.07% | 0 | 0.00% | $1,126.00 |
| Cass | 30,464 | 0.34% | 0.5 | 0.38% | $13,747.00 |
| Castro | 8,062 | 0.09% | 0 | 0.00% | $1,515.00 |
| Chambers | 35,096 | 0.39% | 0.2 | 0.15% | $10,147.00 |
| Childress | 7,041 | 0.08% | 0 | 0.00% | $1,304.00 |
| Clay | 10,752 | 0.12% | 0.3 | 0.23% | $6,630.00 |
| Cochran | 3,127 | 0.04% | 0 | 0.00% | $1,000.00 |
| Coke | 3,320 | 0.04% | 0 | 0.00% | $1,000.00 |
| Coleman | 8,895 | 0.10% | 0.1 | 0.08% | $3,207.00 |
| Collingsworth | 3,057 | 0.03% | 0 | 0.00% | $1,000.00 |
| Comanche | 13,974 | 0.16% | 0.2 | 0.15% | $5,760.00 |
| Concho | 4,087 | 0.05% | 0 | 0.00% | $1,000.00 |
| Cooke | 38,437 | 0.43% | 0.9 | 0.69% | $21,238.00 |
| Coryell | 75,388 | 0.85% | 0.8 | 0.61% | $27,599.00 |
| Cottle | 1,505 | 0.02% | 0 | 0.00% | $1,000.00 |
| Crane | 4,375 | 0.05% | 0.1 | 0.08% | $2,272.00 |
| Crockett | 3,719 | 0.04% | 0.1 | 0.08% | $2,136.00 |
| Crosby | 6,059 | 0.07% | 0.1 | 0.08% | $2,620.00 |
| Dallam | 6,703 | 0.08% | 0 | 0.00% | $1,234.00 |
| Dawson | 13,833 | 0.16% | 0 | 0.00% | $2,709.00 |
| De Witt | 20,097 | 0.23% | 0 | 0.00% | $5,374.00 |
| Deaf Smith | 19,372 | 0.22% | 0.1 | 0.08% | $4,005.00 |
| Dickens | 2,444 | 0.03% | 0 | 0.00% | $1,000.00 |
| Dimmit | 9,996 | 0.11% | 0.1 | 0.08% | $3,435.00 |
| Donley | 3,677 | 0.04% | 0.1 | 0.08% | $2,128.00 |

| | | | | | |
|---|---|---|---|---|---|
| Eastland | 18,583 | 0.21% | 0.1 | 0.08% | $5,211.00 |
| Ector | 137,130 | 1.54% | 3.8 | 2.90% | $85,957.00 |
| Edwards | 2,002 | 0.02% | 0 | 0.00% | $1,000.00 |
| Falls | 17,866 | 0.20% | 0.8 | 0.61% | $15,700.00 |
| Fannin | 33,915 | 0.38% | 0.5 | 0.38% | $14,461.00 |
| Fayette | 24,554 | 0.28% | 0 | 0.00% | $4,902.00 |
| Fisher | 3,974 | 0.04% | 0 | 0.00% | $1,000.00 |
| Floyd | 6,446 | 0.07% | 0 | 0.00% | $1,181.00 |
| Foard | 1,336 | 0.02% | 0 | 0.00% | $1,000.00 |
| Franklin | 10,605 | 0.12% | 0.6 | 0.46% | $11,158.00 |
| Freestone | 19,816 | 0.22% | 0.2 | 0.15% | $6,986.00 |
| Frio | 17,217 | 0.19% | 0.4 | 0.31% | $9,487.00 |
| Gaines | 17,526 | 0.20% | 0.8 | 0.61% | $15,629.00 |
| Galveston | 291,309 | 3.27% | 3.1 | 2.37% | $107,215.00 |
| Garza | 6,461 | 0.07% | 0 | 0.00% | $1,184.00 |
| Gillespie | 24,837 | 0.28% | 0 | 0.00% | $4,985.00 |
| Glasscock | 1,226 | 0.01% | 0 | 0.00% | $1,000.00 |
| Goliad | 7,210 | 0.08% | 0.1 | 0.08% | $2,859.00 |
| Gray | 22,535 | 0.25% | 0.8 | 0.61% | $16,665.00 |
| Grayson | 120,877 | 1.36% | 1.9 | 1.45% | $53,724.00 |
| Grimes | 26,604 | 0.30% | 0.2 | 0.15% | $8,390.00 |
| Hale | 36,273 | 0.41% | 0.5 | 0.38% | $14,949.00 |
| Hall | 3,353 | 0.04% | 0 | 0.00% | $1,000.00 |
| Hamilton | 8,517 | 0.10% | 0 | 0.00% | $1,609.00 |
| Hansford | 5,613 | 0.06% | 0.1 | 0.08% | $2,528.00 |
| Hardeman | 4,139 | 0.05% | 0 | 0.00% | $1,000.00 |
| Hardin | 54,635 | 0.61% | 0.7 | 0.53% | $21,786.00 |
| Hartley | 6,062 | 0.07% | 0 | 0.00% | $1,101.00 |
| Hemphill | 3,807 | 0.04% | 0 | 0.00% | $1,000.00 |
| Henderson | 78,532 | 0.88% | 0.7 | 0.53% | $26,373.00 |
| Hill | 35,089 | 0.39% | 0.5 | 0.38% | $14,704.00 |
| Hockley | 22,935 | 0.26% | 0 | 0.00% | $4,592.00 |
| Hood | 51,182 | 0.57% | 0.6 | 0.46% | $19,552.00 |
| Hopkins | 35,161 | 0.39% | 0.4 | 0.31% | $13,199.00 |
| Howard | 35,012 | 0.39% | 0 | 0.00% | $7,090.00 |
| Hudspeth | 3,476 | 0.04% | 0.25 | 0.19% | $4,351.00 |
| Hunt | 86,129 | 0.97% | 2.8 | 2.14% | $60,212.00 |
| Hutchinson | 22,150 | 0.25% | 0.3 | 0.23% | $8,988.00 |
| Irion | 1,599 | 0.02% | 0 | 0.00% | $1,000.00 |
| Jack | 9,044 | 0.10% | 0 | 0.00% | $1,718.00 |
| Jeff Davis | 2,342 | 0.03% | 0 | 0.00% | $1,000.00 |
| Jim Hogg | 5,300 | 0.06% | 0 | 0.00% | $1,000.00 |
| Karnes | 14,824 | 0.17% | 0 | 0.00% | $2,914.00 |
| Kaufman | 103,350 | 1.16% | 2.1 | 1.60% | $53,137.00 |
| Kendall | 33,410 | 0.38% | 0.2 | 0.15% | $9,798.00 |
| Kenedy | 416 | 0.00% | 0 | 0.00% | $1,000.00 |
| Kent | 808 | 0.01% | 0 | 0.00% | $1,000.00 |
| Kerr | 49,625 | 0.56% | 0.3 | 0.23% | $14,672.00 |

| | | | | | |
|---|---|---|---|---|---|
| Kimble | 4,607 | 0.05% | 0.2 | 0.15% | $3,840.00 |
| King | 286 | 0.00% | 0 | 0.00% | $1,000.00 |
| Kinney | 3,598 | 0.04% | 0 | 0.00% | $1,000.00 |
| Knox | 3,719 | 0.04% | 0 | 0.00% | $1,000.00 |
| La Salle | 6,886 | 0.08% | 0.3 | 0.23% | $4,258.00 |
| Lamb | 13,977 | 0.16% | 0.1 | 0.08% | $5,831.00 |
| Lee | 16,612 | 0.19% | 0.1 | 0.08% | $4,803.00 |
| Leon | 16,801 | 0.19% | 0.1 | 0.08% | $4,843.00 |
| Limestone | 23,384 | 0.26% | 0.9 | 0.69% | $18,361.00 |
| Lipscomb | 3,302 | 0.04% | 0 | 0.00% | $1,000.00 |
| Live Oak | 11,531 | 0.13% | 0 | 0.00% | $2,233.00 |
| Llano | 19,301 | 0.22% | 0 | 0.00% | $3,840.00 |
| Loving | 82 | 0.00% | 0 | 0.00% | $1,000.00 |
| Lubbock | 278,831 | 3.13% | 3 | 2.29% | $103,114.00 |
| Lynn | 5,915 | 0.07% | 0 | 0.00% | $1,072.00 |
| Madison | 13,664 | 0.15% | 0.8 | 0.61% | $1,561.00 |
| Marion | 10,546 | 0.12% | 0.1 | 0.08% | $1,000.00 |
| Martin | 4,799 | 0.05% | 0 | 0.00% | $14,830.00 |
| Mason | 4,012 | 0.05% | 0 | 0.00% | $3,549.00 |
| Matagorda | 36,702 | 0.41% | 1.1 | 0.84% | $1,000.00 |
| McCulloch | 8,283 | 0.09% | 0 | 0.00% | $1,000.00 |
| McMullen | 707 | 0.01% | 0 | 0.00% | $24,155.00 |
| Medina | 46,006 | 0.52% | 0.7 | 0.53% | $20,001.00 |
| Menard | 2,242 | 0.03% | 0 | 0.00% | $1,000.00 |
| Midland | 136,872 | 1.54% | 1 | 0.76% | $43,357.00 |
| Milam | 24,757 | 0.28% | 0.4 | 0.31% | $11,047.00 |
| Mills | 4,936 | 0.06% | 0 | 0.00% | $1,000.00 |
| Mitchell | 9,403 | 0.11% | 0 | 0.00% | $1,793.00 |
| Montague | 19,719 | 0.22% | 0.8 | 0.61% | $16,083.00 |
| Moore | 21,904 | 0.25% | 0.3 | 0.23% | $8,937.00 |
| Morris | 12,934 | 0.15% | 0.2 | 0.15% | $5,562.00 |
| Motley | 1,210 | 0.01% | 0 | 0.00% | $1,000.00 |
| Navarro | 47,735 | 0.54% | 0.6 | 0.46% | $18,839.00 |
| Ochiltree | 10,223 | 0.11% | 0 | 0.00% | $1,962.00 |
| Oldham | 2,052 | 0.02% | 0 | 0.00% | $1,000.00 |
| Parker | 116,927 | 1.31% | 0.6 | 0.46% | $33,153.00 |
| Parmer | 10,269 | 0.12% | 0 | 0.00% | $1,972.00 |
| Pecos | 15,507 | 0.17% | 0.5 | 0.38% | $10,653.00 |
| Polk | 45,413 | 0.51% | 1.6 | 1.22% | $33,554.00 |
| Potter | 121,073 | 1.36% | 1.6 | 1.22% | $49,206.00 |
| Presidio | 7,818 | 0.09% | 0 | 0.00% | $1,465.00 |
| Rains | 10,914 | 0.12% | 0.6 | 0.46% | $11,222.00 |
| Randall | 120,725 | 1.36% | 1.6 | 1.22% | $49,134.00 |
| Reagan | 3,367 | 0.04% | 0 | 0.00% | $1,000.00 |
| Real | 3,309 | 0.04% | 0.1 | 0.08% | $2,052.00 |
| Red River | 12,860 | 0.14% | 0.5 | 0.38% | $10,105.00 |
| Reeves | 13,783 | 0.15% | 0.1 | 0.08% | $4,218.00 |
| Refugio | 7,383 | 0.08% | 0 | 0.00% | $1,375.00 |

| | | | | | |
|---|---|---|---|---|---|
| Roberts | 929 | 0.01% | 0 | 0.00% | $1,000.00 |
| Runnels | 10,501 | 0.12% | 0 | 0.00% | $2,020.00 |
| Sabine | 10,834 | 0.12% | 0.4 | 0.31% | $8,167.00 |
| San Saba | 6,131 | 0.07% | 0.7 | 0.53% | $11,753.00 |
| Schleicher | 3,461 | 0.04% | 0 | 0.00% | $1,000.00 |
| Scurry | 16,921 | 0.19% | 0.2 | 0.15% | $6,387.00 |
| Shackelford | 3,378 | 0.04% | 0 | 0.00% | $1,000.00 |
| Sherman | 3,034 | 0.03% | 0.1 | 0.08% | $1,000.00 |
| Somervell | 8,490 | 0.10% | 0 | 0.00% | $1,604.00 |
| Starr | 60,968 | 0.68% | 1.5 | 1.14% | $34,617.00 |
| Stephens | 9,630 | 0.11% | 0 | 0.00% | $1,840.00 |
| Sterling | 1,143 | 0.01% | 0 | 0.00% | $1,000.00 |
| Stonewall | 1,490 | 0.02% | 0 | 0.00% | $1,000.00 |
| Sutton | 4,128 | 0.05% | 0.2 | 0.15% | $3,740.00 |
| Swisher | 7,854 | 0.09% | 0.2 | 0.15% | $4,511.00 |
| Taylor | 131,506 | 1.48% | 1.1 | 0.84% | $43,766.00 |
| Terrell | 984 | 0.01% | 0 | 0.00% | $1,000.00 |
| Terry | 12,651 | 0.14% | 0.1 | 0.08% | $3,984.00 |
| Throckmorton | 1,641 | 0.02% | 0 | 0.00% | $1,000.00 |
| Tom Green | 110,224 | 1.24% | 0.2 | 0.15% | $25,688.00 |
| Trinity | 14,585 | 0.16% | 0 | 0.00% | $2,865.00 |
| Tyler | 21,766 | 0.24% | 0.5 | 0.38% | $11,948.00 |
| Upton | 3,355 | 0.04% | 0.1 | 0.08% | $2,061.00 |
| Uvalde | 26,405 | 0.30% | 0.4 | 0.31% | $11,388.00 |
| Val Verde | 48,879 | 0.55% | 0.4 | 0.31% | $16,037.00 |
| Van Zandt | 52,579 | 0.59% | 0.7 | 0.53% | $21,361.00 |
| Walker | 67,861 | 0.76% | 0.2 | 0.15% | $16,925.00 |
| Waller | 43,205 | 0.49% | 0.9 | 0.69% | $22,461.00 |
| Ward | 10,658 | 0.12% | 0.1 | 0.08% | $3,572.00 |
| Washington | 33,718 | 0.38% | 0.2 | 0.15% | $9,862.00 |
| Webb | 250,304 | 2.81% | 1.2 | 0.92% | $69,861.00 |
| Wharton | 41,280 | 0.46% | 1.6 | 1.22% | $32,699.00 |
| Wheeler | 5,410 | 0.06% | 0.1 | 0.08% | $2,486.00 |
| Wichita | 131,500 | 1.48% | 1.7 | 1.30% | $51,571.00 |
| Wilbarger | 13,535 | 0.15% | 0.5 | 0.38% | $10,245.00 |
| Willacy | 22,134 | 0.25% | 1.6 | 1.22% | $28,739.00 |
| Wilson | 42,918 | 0.48% | 0 | 0.00% | $8,726.00 |
| Winkler | 7,110 | 0.08% | 0 | 0.00% | $1,318.00 |
| Wise | 59,127 | 0.66% | 0.5 | 0.38% | $19,676.00 |
| Yoakum | 7,879 | 0.09% | 0 | 0.00% | $1,477.00 |
| Young | 18,550 | 0.21% | 0.2 | 0.15% | $6,724.00 |
| Zapata | 14,018 | 0.16% | 0.1 | 0.08% | $4,267.00 |
| Zavala | 11,677 | 0.13% | 0 | 0.00% | $2,263.00 |

**REGIONAL PUBLIC DEFENDER**

**OFFICE LOCAL GOVERNMENT**

**CORPORATION BOARD OF**

**DIRECTORS**

The RPDO-LGC is governed by a Board of Directors and a Chief Public Defender who serves as the Chief Executive Officer. The Board of Directors consists of thirteen (13) members comprised as follows:

- Three (3) members of County Commissioners Court from different participating counties appointed by the initial directors;
- Two active or retired judges appointed by the initial directors;
- Two (2) licensed attorneys with substantial capital defense experience appointed by the initial directors;
- Three (3) members appointed by the Executive Director of the Texas Indigent Defense Commission who are licensed attorneys in Texas with substantial experience in capital defense or indigent defense policy and practice;
- Three (3) Ex Officio members:
    - The Executive Director of the Texas Judicial Council;
    - The Executive Director of the Texas Indigent Defense Commission; and
    - The Executive Director of the Texas Defender Service.

The Directors terms are four (4) years staggered except for *ex officio* members who serve for the duration of their service in their respective positions. The current members of the Board of Directors are as follows:

William Cox – Board Chair – Interim Chief Public Defender, El Paso County

Andrea Marsh – Vice Chair – Director, Richard & Ginni Mithoff Pro Bono Program-University of

Texas Vacant – District Judge

Hon. Lora Livingston – 261st Civil District Court, Travis County,

Texas Hon. Judge Curtis Parrish – Lubbock County Judge

David Slayton – Administrative Director, Office of Court

Administration Geoff Burkhart – Executive Director, Texas Indigent

Defense Commission Kathryn McNiel – Executive Director, Texas

Defender Service

Chuck Statler – County Commissioner, Taylor County,

Texas Bill McCay – County Commissioner, Lubbock

County, Texas Rick Wardroup – Texas Criminal Defense

Lawyers Association Abner Burnet – Director, Texas Rio

Grande Legal Aid

Dan Hurley – Criminal Defense Attorney, Lubbock, Texas

## ARTICLES OF INCORPORATION OFTHE
## REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION

We, the elected Commissioners Court of Lubbock County, Texas (herein "County"), hereby approve and adopt the following Articles of Incorporation for the Regional Public Defender Office Local Government Corporation.

### ARTICLE I

The name of the corporation is the Regional Public Defender Office Local Government Corporation (herein "Corporation").

### ARTICLE II

The Corporation is a public, non-profit corporation.

### ARTICLE III

The period of duration of the Corporation shall be perpetual.

### ARTICLE IV

The Corporation is organized for the purposes outlined in Subchapter D, Chapter 431, Texas Transportation Code (herein "Act"). Specifically, the Corporation is authorized to participate on behalf of the County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the Corporation to provide defense services. The Corporation is designated as a "Local Government" pursuant to Section 791.003(4)(B), Texas Government Code (the Interlocal Cooperation Act).

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions now or hereafter given by the general laws of the State of Texas to non-profit corporations.

The Corporation shall have all other powers of a like or different nature, not prohibited by law, which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including to promote the common good and general welfare as provided by the Act, including, without limitation, the financing, acquisition, construction, ownership, maintenance and operation of any facilities.

### ARTICLE V

The Corporation shall have no members and shall have no stock.

## ARTICLE VI

The street address of the initial registered office of the Corporation is 916 Main St. Suite 900, Lubbock, Texas 79401 and the name of its initial registered agent at such address is Edward Ray Keith, Jr.

## ARTICLE VII

The Board of Directors (the "Board") shall consist of thirteen (13) Directors. The current members of the Regional Public Defender Oversight Board shall serve as the initial directors. The name and address of each initial director is attached hereto, and incorporated herein, as Exhibit A. All Directors serve without compensation but may be reimbursed for actual expenses incurred in the performance of the Director's duties.

On January 1, 2021, the Board shall be composed of the following members:

1) Three (3) members of County Commissioners Court from different participating counties appointed by the initial directors;

2) Two (2) active or retired judges appointed by the initial directors;

3) Two (2) licensed attorneys with substantial capital defense experience appointed by the initial directors;

4) Three (3) members appointed by the Executive Director of the Texas Indigent Defense Commission who are licensed attorneys in Texas with substantial experience in capital defense or indigent defense policy and practice;

5) Three (3) members who will serve Ex Officio:

   A) The Executive Director of the Texas Judicial Council;

   B) The Executive Director of the Texas Indigent Defense Commission;

   C) The Executive Director of the Texas Defender Service;

No active criminal trial judge or prosecutor may serve on the board.

Except as otherwise provided in these Articles of Incorporation or Bylaws, all powers of the Corporation shall be vested in the Board. The Directors' terms of office shall be four (4) years in staggered terms determined by the initial directors, except for ex officio members who shall serve for the duration of their service in their respective positions.

When any Director appointed by the initial directors ceases to hold his/her position for any reason, the Director's position will be filled by appointment by majority vote of the Board of Directors.

When any Director appointed by the Executive Director of the Texas Indigent Defense Commission ceases to hold his/her position for any reason, the Director's position will be replaced by the Executive Director of the Texas Indigent Defense Commission. Any Director appointed by the Executive Director of the Texas Indigent Defense Commission may be removed from office for cause or at will by the Executive Director of the Texas Indigent Defense Commission.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation or the laws of the State of Texas. Adoption of the Bylaws shall require approval of a majority of the Directors. The Bylaws shall contain a provision that once adopted, they may not be amended except without approval of a majority of the Directors. Until such time as the Bylaws are adopted and approved, all Board action shall require approval of a majority of the Directors.

All Board meetings are public meetings and are subject to the Texas Open Meetings Act codified in Texas Government Code Chapter 551. The Corporation is subject to the Texas Public Information Act codified in Texas Government Code Chapter 552.

## ARTICLE VIII

The incorporators of the Corporation are the following three members of the Commissioners Court of Lubbock County: Curtis Parrish, Bill McCay, and Chad Seay. The Order adopting and approving the Articles of Incorporation has been adopted by the Lubbock County Commissioners Court by order dated June 22, 2020

## ARTICLE IX

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for damages resulting from (i) any breach of the Director's duty of loyalty to the Corporation. (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, **(iii)** any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) acts or omissions for which the liability of a Director is expressly provided by statute. In addition to the circumstances in which a Director shall not be liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director. The Corporation is authorized to hire legal counsel to represent any Director in any legal matter in which the Director is named in his or her official capacity, subject to the majority approval of the Board of Directors or as detailed in the Bylaws.

## ARTICLE X

Regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office; and (c) shall not attempt to influence the outcome of any election for public office.

## ARTICLE XI

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and any bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all property, cash or cash equivalent assets will be distributed to Lubbock County, Texas.

## ARTICLE XII

These Articles may be changed or amended by the Board of Directors upon approval by the Commissioners Court of Lubbock County, Texas.

**IN WITNESS HEREOF,** we have hereunder set our hands this 22 day of June 2020.

Incorporators:

Curtis Parrish
Address: 904 Broadway, Lubbock TX 79401
Telephone: (806) 775-1330

Bill McCay
Address: 904 Broadway, Lubbock TX 79401
Telephone: (806) 775-1335

Chad Seay
Address: 904 Broadway, Lubbock TX 79401
Telephone: (806) 775-1335

**EXHIBIT A**
(to the Articles of Incorporation of the
Regional Public Defender Office Local
Government Corporation)

**The names and street addresses of the thirteen (13) initial Directors are:**

**Director Position 1:**
Name: William R. Cox
Address: 500 E. San Antonio, #501, El Paso, TX 79901
Telephone: (915) 546-8185

**Director Position 2:**
Name: Abner Burnett
Address: 316 S. Closner Blvd, Edinburg, TX 78539
Telephone: (956) 393-6206

**Director Position 3:**
Name: Lora Livingston
Address: 1000 Guadalupe St. Suite 308, Austin, TX 78701
Telephone: (512) 854-9309

**Director Position 4:**
Name: David Slayton
Address: 205 W 14th St. 6th Floor, Austin, TX 78701
Telephone: (512) 463-1626

**Director Position 5:**
Name: Geoff Burkhart,
Address: 209 West 14th Street, Room 202, Austin, TX
78701 Telephone: (512)936-6994

**Director Position 6:**
Name: Kathryn McNiel
Address: 510 S. Congress Avenue, Suite 304, Austin TX 78704
Telephone: (512) 320-8300

**Director Position 7:**
Name: Curtis Parrish
Address: 904 Broadway, Lubbock TX 79401
Telephone: (806) 775-1330

**Director Position 8:**
Name: Chuck Statler
Address: 301 Oak Street, Abilene, TX 79602 Telephone:
(325) 674-1235

**Director Position 9:**
Name: Bill McCay
Address: 904 Broadway, Lubbock TX 79401
Telephone: (806) 775-1335

**Director Position 10:**
Name: Dean Rucker
Address: 500 North Loraine Street, Suite 502, Midland, TX 79701
Telephone: (432) 688-4370

**Director Position 11:**
Name: Rick Wardroup
Address: 915 Texas, Lubbock TX 79401
Telephone: (806) 763-9900

**Director Position 12:**
Name: Andrea Marsh
Address: 727 East Dean Keeton Street, Austin, TX 78704
Telephone: (512) 232-6170

**Director Position 13:**
Name: Dan Hurley
Address: 1805 13th Street, Lubbock TX 79401
Telephone: (806) 771-0700

Adopted on June 22, 2020

Amended on July 31, 2020

#25

**AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF DEL RIO AND THE COUNTY OF VAL VERDE FOR FUNDING OF THE COUNTY HEALTH AUTHORITY UNIT**

WHEREAS, Section 791.001 of the Texas Government Code provides that a local government may contract with another local government to perform a governmental function or provide a service that each party to the contract is authorized to perform independently of another governmental entity; and

WHEREAS, the City of Del Rio, a municipality, (the "City") and Val Verde County, a political subdivision of the State of Texas, (the "County ") are responsible providing a health authority in their respective jurisdictions; and

WHEREAS, the purpose of this Interlocal Agreement is to provide an understanding of the roles and responsibilities of each regarding providing a health authority in their respective jurisdictions; and

WHEREAS, An individual appointed to serve as health authority may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code, as contemplated herein; and

WHEREAS, the Council of the City of Del Rio and the Commissioners Court of Val Verde County hereby find and determine that this Interlocal Agreement is beneficial to its constituents and serves a public purpose to the extent that it is proper use of public funds.

NOW, THEREFORE, IT IS HEREBY AGREED TO BY THE VAL VERDE COUNTY COMMISSIONERS COURT AND THE DEL RIO CITY COUNCIL THAT:

1. Both the County and the City desire to provide necessary services to the residents of Del Rio, Val Verde County, Texas in the midst of the COVID-19 pandemic, and both have appointed Dr. Jaime J. Gutierrez as the Local Health Authority.

2. Both entities sharing and contributing to the funding of services to stop the spread of COVID-19 such as will be mutually beneficial by being more cost effective, efficient and productive.

3. The County has set up a Local Health Authority Unit (the "unit") to record, track and trace COVID-19 infections; to provide opportunities for public testing; and to establish rules and regulations to assist in meeting the unit's goals.

4. The City agrees to reimburse the County an amount equal to the base salary plus standard benefits as per the County's policy manual for each of the following employees:
   a. 100% funding in the amount of $29,000 each for eight full-time contact tracers to serve in the unit;
   b. 50% funding in the amount of $55,000 each for two registered nurses; and
   c. 50% funding in the amount of $27,000 for one Administrative Assistant/Secretary.

5. The County shall be solely responsible for recruitment and hiring of the employees described above.

6. The County shall observe all laws pertaining to employment, fiscal accountability and other functions related to oversight of the employees, and their sole job descriptions must be to assist the Local Health Authority with COVID-19 infections contact tracing and any other COVID-19 related needs as determined by the LHA.

7. CARES Act funding covered expenses through December 30, 2020; therefore, the City's funding of the employees listed above for this extension will be funded from budgeted funds dedicated for COVID-19. This is an extension of six months ending on June 30, 2021.

8. All equipment used by the responding entity in carrying out this Agreement will, during the time response services are being performed, be owned, leased, or rented, by it; and all personnel acting for the responding entity under this Agreement will, during the time response services are required, be paid by the responding entity. At all times while equipment and personnel of any responding entity are traveling to, from, or within the geographical limits of the requesting entity in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding entity. Further, such personnel shall be deemed to be engaged in a governmental function of their entity.

9. In the event that an individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive under the following circumstances:
   a. the civil action resulted out of an official act within the scope of the individual's duties for the entity where regularly employed or volunteering; and
   b. the civil action occurred within the jurisdiction of the entity where regularly employed or volunteering.

10. The benefits described in paragraph #9 shall be supplied by the entity where the individual is regularly employed or volunteering. In situations where an entity may be liable, in whole or in part for the payment of damages, then that entity may intervene in such cause of action to protect its interests.

11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate its participation in this Agreement upon thirty (30) days written notice to the other parties hereto.

12. This Agreement contains all commitments and agreements of the parties hereto as to mutual aid to be rendered during or in connection with the declaration of a local state of disaster issued during the coronavirus pandemic. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory entities may have heretofore contracted or hereafter contract with each other for mutual aid in disaster situations, and it is hereby agreed that this Agreement shall be subordinate to any such individual contract.

13. Each entity hereby ratifies the actions of its personnel taken prior to the date of this Agreement.

14. The parties agree that this Agreement is entered into between the entities pursuant to the authority of Chapter 418 and Chapter 791 of the Government Code. The entities which are parties hereto agree that this Agreement is for the performance of governmental functions and services as described in Chapter 791.

15. To assist each other in the process of mutual aid response planning, each party hereto agrees to inform the other party of all mutual aid agreements which each party has instituted with other municipalities, entities, counties, or other state or federal agencies for services performed under this contract.

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

17. This contract has been officially authorized by the governing body of each party hereto. Each entity which performs services or furnishes equipment pursuant to the terms of this Agreement shall do so with funds available from current revenues of the entity.

18. This Agreement shall be effective immediately upon the execution of a counterpart hereof by the authorized officer of each entity and shall remain in full force and effect until terminated by one or more of the contracting entities.

19. Notwithstanding the provisions hereof, any local government which is a party hereto may provide emergency assistance to another local government as provided in Section 791.027 of the Texas Government Code.

EXECUTED by each respective entity acting by and through its duly authorized official, as required by law, on the date specified on the multiple counterparts executed by such entity.

DATE OF EXECUTION: December 15, 2020

Lewis G. Owens, Jr., County Judge

Attest by Generosa G. Ramon, County Clerk

COMMISSIONER'S COURT VERDE COUNTY, TEXAS

Bruno Lozano, Mayor, City of Del Rio, Texas

Attest by Mari C. Acosta, City Secretary

#32

## MATERIALS TESTING SERVICES AGREEMENT

This Agreement, is made by and between Val Verde County (hereinafter "County"), and

Millenium Engineers Group, Inc. (MEG)

an individual, partnership, or corporation, authorized to perform the materials testing services described herein (hereinafter "Consultant") for the following project.

Frontera Road

NOW, THEREFORE, County and Consultant, for the consideration herein after set forth, agree as follows:

### Definitions

***"AASHTO"*** *means the American Association of State Highway & Transportation Officials.*

***"ACI"*** *means the American Concrete Institute.*

***"AISC"*** *means the American Institute of Steel Construction.*

***"ASTM"*** *means the American Society for Testing and Materials.*

***"AWS"*** *means the American Welding Society.*

*"**TXDOT**" means Texas Department of Transportation*

***"Construction Manager"*** *("CM") means the organization selected to represent the County in managing the Project.*

### 1.1 ARTICLE 1 CONSULTANT SERVICES

Consultant shall perform inspection and testing services for Soils, Pavements, and Miscellaneous Work on the Project in accordance with the County's Project Plans and Specifications, and as set out in Consultant's Proposal.

1.2 Consultant shall perform the services described in this Article in strict accordance with all applicable federal, state, county, city and/or other governmental entity statutes, regulations, standards, codes and ordinances, including but not limited to all Federal Specifications, Standards, and Codes, and all applicable requirements of the current edition reference standards of the AASHTO, ACI, AISC, ASTM, TXDOT, and AWS. No pleas of misunderstanding will be considered on account of ignorance thereof. Consultant shall likewise impose the same obligations contained in this Article upon all of its sub-consultants, if any.

1.3 Consultant shall furnish all labor, materials, supplies, tools, machinery, equipment, transportation and supervision necessary to perform the services described in this Article. All work shall be performed under the direction of or by a Registered Professional Engineer.

1.4 Consultant shall exercise a degree of care and diligence in the performance of all services under this Agreement in accordance with prevailing industry standards among materials testing laboratories in the State of Texas.

1.5 All test methods shall take into account the Contractor's proposed procedures, and all sampling and testing shall be performed in a timely manner not to impede the Project schedule, with minimal interference to the Contractor's work.

1.6 Consultant shall submit written reports to the Construction Manager including a general description of the inspections and tests performed with identification of the specific Project area/materials involved, all data required to be recorded under AASHTO, ACI, AISC, ASTM, TXDOT, and AWS Standards and other standard test methods employed, identification of the standard sampling and test methods utilized, all findings and test results, and an appendix of terminology and symbols used.

1.7 All data, sketches, charts, computer files, reports and other documents generated by Consultant pursuant to this Agreement shall be the confidential property of the County, and Consultant shall distribute such reports only to those persons or entities designated in writing by the County or its authorized representative. Consultant shall retain all pertinent records of the services performed under this Agreement for a period of five (5) years following completion of the Project, and shall make such records available to the County or its authorized representative during this period.

1.8 Consultant shall immediately notify the Construction Manager, in writing, of any materials, procedures or test results not in compliance with the Project plans and specifications.

1.9 Consultant is not authorized to alter, relax, enlarge, or waive requirements of the Project plans and specifications, or to approve or accept any portion of the work, or to reject or stop the work.



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1.10 Consultant shall maintain an inspection and testing services log for submittal with invoicing. Log will contain information regarding inspection or testing services and fees (proposal amounts and actual amounts per month) and cumulative totals.

1.11 Consultant shall consecutively number all reports and include these report numbers on Consultant's invoices.

1.12 Consultant shall visit the site as deemed appropriate by the County in the performance of services.

1.13 Consultant shall coordinate with County's CM in the performance of Consultant's services and submittal of reports related to Consultant's services.

## ARTICLE 2 OWNER'S RESPONSIBILITY

2.1 The County shall designate a representative authorized to act on the County's behalf with respect to the Project.

2.2 The County shall consult with the Consultant as needed regarding requirements for the Project, including the County's contemplated objectives, schedule, constraints and criteria.

2.3 County shall furnish Consultant with the plans and specifications, addenda and change orders, and approved submittals for the Project, and such other documents in its possession requested by Consultant as it deems reasonably necessary for the performance of Consultant's services.

2.4 County shall issue a written authorization giving Consultant access to the Project Site.

2.5 County shall direct the Project Contractor to:

a. Provide Consultant with preliminary representative samples of materials Contractor proposes to use on the Project which require testing, together with any relevant data on the materials;

b. Furnish such incidental labor, tools and equipment as needed by Consultant to obtain samples and to facilitate inspections and tests at the Project; and

c. Provide and maintain adequate space at the Project for use of Consultant for safe storage and proper curing of test specimens.

## ARTICLE 3 PAYMENT FOR SERVICES

3.1 Notwithstanding anything in Consultant's Proposal to the contrary, the County shall pay to the Consultant an amount not to exceed

| |
|---|
| $162,701.00 |

for all services described in Article 1. Consultant shall be compensated for any authorized changes made in writing by the County, in accordance with the approved rate schedule. The contract sum includes reimbursement for all labor, administrative, overhead, and all other expenses associated with the Project, including ( but not limited to) all expenses incurred by Consultant in the performance of services. Satisfactory progress of services shall be maintained as a condition of payment.

3.2 Consultant shall submit monthly applications for payment to the Construction Manager not later than three (3) days before the end of the calendar month for which payment is sought. Consultant's application for payment shall itemize the work performed and include documentation satisfactory to the County supporting each invoice. The County reserves the right to delete certain portions of the Scope of Services provided for in the Project Plans and Specifications, and in such event the compensation due the Consultant shall be reduced accordingly. The County shall make payment to Consultant of the amount approved by the Construction Manager not later than the twenty-fifth (25th) day of the following month.

3.3 Satisfactory progress of services shall be maintained as a condition of payment. Additional Services, if any, by Consultant must be authorized in advance in writing by the County. All fees for Additional Services shall be calculated based on the reasonable amount of time necessarily spent in accomplishing the Additional Services, subject to approval by the County. The County retains the right to determine which Additional Services are required and the right to contract with third parties for any such services.

3.4 The County reserves the right to delete certain portions of the Scope of Services and in such event the compensation due the Consultant shall be reduced accordingly.

## ARTICLE 4 INSURANCE

4.1 Consultant shall carry insurance with responsible underwriters acceptable to the County and with minimum limits of liability, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, claims for property damage, and claims arising out of the performance of these services caused by any of his own errors, omissions or negligent acts or the errors, omissions or negligent acts of any person and/or consultants employed by Consultant or by others for which Consultant is legally liable. The County shall be named as an additional insured on all such policies of insurance. The Consultant shall furnish certificates of insurance to the County indicating compliance with this paragraph.

Minimum Limits of Coverage Liability

| Types of Coverage | Minimum Limits of Liability |
|---|---|
| 1. Worker's Compensation Statutory and Employer's Liability | $100,000 each accident |
| 2. General Liability: Comprehensive, contractual, independent contractors, personal injury | |
| A. Bodily Injury | $500,000 each person<br>$500,000 each occurrence |
| B. Property Damage | $100,000 each occurrence<br>$300,000 aggregate |
| 3. Automobile Liability: comprehensive, owned, hired, non-owned | |
| A. Bodily Injury | $500,000 each person<br>$500,00 each occurrence |
| B. Property Damage | 300,000 each occurrence |
| 4. Professional Liability: errors and omissions | $1,000,000<br>Annual Claims Made |

4.2 Consultant shall submit evidence at the time of execution of this Agreement that it has in full force and effect professional liability errors and omissions insurance. Consultant shall maintain such insurance in full force and effect throughout the duration of this Agreement and thereafter for a period of one year. In the event

that it becomes commercially infeasible to maintain it during the period required by this Agreement, Consultant shall supply the County with equivalent assurance to the required insurance acceptable to the County.

4.3 Consultant shall furnish evidence to the County of insurance in the form of certificates from insurance carriers acceptable to the County. Such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without thirty (30) days' written notice to the County. In the event there is a deductible on any policy, Consultant shall furnish evidence that it is able to satisfy the deductible.

## ARTICLE 5 INDEMNIFICATION

**5.1 Consultant shall indemnify, and hold harmless and defend the County and each of their respective past, present, and future officers, trustees, agents, and employees in their individual and official capacities, from and against all claims, losses or damages, including attorneys' fees, court costs and expenses incurred by the County and its officers, trustees, agents, and employees, for injury, including death, to persons, or damage to or destruction of property, and demands or causes of action of whatsoever kind or nature based upon, resulting from or arising out of or in connection with any negligent act, error, omission, misrepresentation, or misconduct by the consultant or its employees, officers, sub-consultants, or agents arising out of the performance of this Agreement. Such indemnification shall also include reasonable attorneys' fees and court costs and expenses.**

**5.2 All obligations as set forth in this Article 5 shall survive the termination of this Agreement.**

**5.3 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under paragraph 7.1, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.**

## ARTICLE 6 TERMINATION

6.1 This Agreement may be terminated by the County without cause for any reason upon not less than thirty (30) consecutive days' written notice to the Consultant.

6.2 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the terms of this Agreement. In the event of termination because of substantial breach of this Agreement, Consultant will not be entitled to any further payments and will be obligated to the County for any remedies applicable under the law.

6.3 If the County substantially breaches this Agreement, then Consultant may terminate this Agreement if Consultant gives the County written notice of the basis on which it seeks to terminate and the County has failed to cure any default within thirty (30) days of receipt of such notice.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by the laws of the State of Texas and venue for all purposes incident to this Agreement shall be in Val Verde County, Texas.

7.2 The County and the Consultant each bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, corporate officers, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the County nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

7.3 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Consultant. In the event that any terms or conditions in the Consultant's proposals conflict with any terms or conditions in this Agreement, the terms and conditions of this Agreement shall control.

7.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or Consultant.

7.5 If any portion of this Agreement is deemed to be unenforceable, the remainder of the Agreement shall be construed as if such unenforceable provision had never been contained herein.

7.6 References made in the singular shall include the plural, and the masculine shall include the feminine or the neuter.

7.7 Consultant shall not disclose or permit the disclosure of any confidential information, except to its agents, employees or other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

7.8 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a wavier of such breach.

7.9 In the event the County is required to furnish information or records compiled by Consultant in the performance of this Agreement pursuant to the Texas Public Information Act, Consultant shall furnish such information and records to the County and County shall have the right to release such information and records.

7.10 The County does not waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, or director, or employee or representative of the County.

7.11 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Millenium Engineers Group, Inc.
Attn: Andres Palmas. P.E.
5918 McPherson Road, Suite 5
Laredo, Texas 78041

To: Coastline Rail Engineering, LLC
Attn: Dr. Nick Coleman, P.E.
4008 Louetta Rd, Suite 461
Spring, Texas 77388

Any party may designate a different address by giving the other party ten (10) days' written notice in the manner provided above.

7.12 At no time will the Consultant, its employees or its sub-consultants communicate with the public or make documents available to the public pertaining to the services performed except with the prior written consent of the County.

7.13 This Agreement is the joint product of the parties hereto. Each party hereto acknowledges and agrees that it enters into this Agreement voluntarily, with advice of counsel, and that each party hereto and their respective counsel have had opportunity to revise and have revised the language of this Agreement by negotiation and bargaining, at "arm's length." Consequently, in the construction and/or enforcement of this Agreement, or any of its terms, the participation of any party in the drafting of this Agreement shall not be construed, in any way, against such party.

7.14 The Consultant shall not subcontract services provided under this agreement without prior written approval by the County.

## ARTICLE 8 ACCOUNTS, RECORDS, ACCOUNTING REPORTS AND AUDITS

8.1 The Consultant shall provide reasonable access to the County and allow for inspection and audit of all data, documents, proceedings and activities related to this Agreement. Such right of access and audit shall continue for a period of five (5) years from the date of termination of this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The County shall have access to any and all books, documents, papers and records of the Consultant, which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

8.2 During the course of pursuing agreements, and the course of performance of this Agreement, Consultant will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any County personnel, its Contractors, Consultants, or its Construction Managers, or to family members of any of them. At any time Consultant believes there may have been a violation of this obligation, Consultant shall notify the County of the possible violation. The County is entitled to request a representation letter from Consultant, its Professional Consultants or vendors at any time to disclose all things of value passing from Consultant, its Professional Consultants or vendors to County personnel, its, Contractors, Consultants and Construction Managers.

## ARTICLE 9 NON-WAIVER

9.1 Failure of an employee or representative of the County during the progress of this Agreement to discover or reject services not in accordance with this Agreement, shall not be deemed an acceptance thereof nor a waiver of the County's right to a proper implementation of this Agreement or any part of it by the Consultant.

## ARTICLE 10 DELAY

10.1 In no event shall the County be liable or responsible to the Consultant, or any other person for or on account of, any stoppage or delay in the work herein.

## ARTICLE 11 INDEPENDENT CONSULTANT

11.1 It is expressly understood and agreed that the Consultant shall perform all services described herein as an Independent Contractor and Consultant, and not as an officer, agent, servant or employee of the County; that the Consultant shall have control of and the right to control the details of the services provided hereunder, and all persons providing the same; that the Consultant shall be solely responsible for the acts and omissions of its officers, agents, employees and sub-consultants; that nothing herein shall be construed as creating an employment, agency, partnership or joint enterprise between the County and Consultant. No person performing any of the services described hereunder shall be considered an officer, agent, servant or employee of the County.

## ARTICLE 12 CONSULTANT'S RESPONSIBILITY

12.1 The Consultant shall be responsible for the accuracy of its services and shall promptly make necessary revisions resulting from its errors, omissions or negligent acts without compensation.

## ARTICLE 13 TERM

13.1 The term of this Agreement shall commence, upon execution date of this contract

and shall continue throughout the construction period and until one year after final completion and final payment to the Project Contractor for the construction.

## ARTICLE 14 SEVERABILITY AND CAPTIONS

14.1 In the event that 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 thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The captions at the beginning of the Articles are guides and labels and shall be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any article, section or part of this Agreement.

## ARTICLE 15

### Mediation

15.1 At the sole option of the County, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

15.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Del Rio, Texas.

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In testimony whereof, the parties hereto have caused this instrument to be executed, in triplicate, each to have the force and effect of an original, on this [ ] day of [ ] of [ ].

OWNER:

Val Verde County

By: _____
Val Verde County Representative

Printed Name:

Title:

MATERIALS TESTING CONSULTANT:

Millenium Engineers Group, Inc.

By: _____

Andres Palma, P.E.
Name (Type or Print)

Engineering Manager
Title

Approved as to Funding and Business Terms:

By: _____
Guillermo Sanchez
Purchasing Agent

The Texas Board of Professional Engineers has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Texas Revised Civil Statutes, Article 3271a.

In testimony whereof, the parties hereto have caused this instrument to be executed, in triplicate, each to have the force and effect of an original, on this [ ] day of [ ] of [ ].

OWNER:

Val Verde County

By: _____
Val Verde County Representative

Printed Name:

Title:

MATERIALS TESTING CONSULTANT:

Millenium Engineers Group, Inc.

Sign Here

_____
Andres Palma, P.E.
Name (Type or Print)

Engineering Manager
Title

Approved as to Funding and Business Terms:

By: _____
Guillermo Sanchez
Purchasing Agent

The Texas Board of Professional Engineers has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Texas Revised Civil Statutes, Article 3271a.