



COMMISSIONER'S COURT MINUTES
MARCH 15TH REGULAR TERM, A.D. 2022

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

BE IT REMEMBERED that on this the 15th day of March A.D. 2022 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. Approving and/or amending minutes from previous meetings.

ORDER	Motion	2 nd		Amendment/Notes	Ayes	Noes	Abst
22-209	N	V		Motion to approve the	O, W, V, N, F		
				minutes of February			
				15, 2022.			

5. Citizens' Comments.

- 1) Sycamore Creek Bridge – Caution due to work being done on the bridge. Traffic will be only one lane.
- 2) Mary Ann Ortiz - #16 & #32 – Vega Verde Waterline.
- 3) _____

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

MOTION KEY:

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

QUORUM

☒ COUNTY JUDGE
 TG Judge's Staff
 YR 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

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

6. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-210	F	V		Motion to approve as presented.		O, W, V, N, F		

7. Approving bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-211	N	F		Motion to approve as presented.		O, W, V, N, F		

Matthew S. Weingardt, County Auditor

8. Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-212	N	F		Motion to approve as presented		O, W, V, N, F		
				and add language.				

9. Certification of Revenue –

A. Texas Association of Counties - \$286,455.33 Structure Hail Damage, \$1,450.00 – Pct. 1 Flatbed Trailer claim

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-213	N	V		Motion to approve as presented		O, W, V, N, F		
				pay out of hail damage account.				

B. Payment for Vista Solutions Group - \$28,300.00 County Clerk – Licenses, Professional Services, & Annual Support for 2021.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-214	N			Motion to approve payment and		O, W, V, N, F		
				pay from County Clerk Records				
				Management.Fund.				

10. Budget Adjustment-

A. 63rd District 2 Desks and Chair \$6,389.00 From Capital Expenditures into Departments Capital

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-215	F	V		Motion to approve as presented.		O, W, V, N, F		

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

Aaron D. Rodriguez, County Treasurer**11. Treasurer's Report.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-216	N	V		Motion to approve as presented.		O, W, V, N, F		

Lewis G. Owens Jr., County Judge**12. Discussing matters relating to COVID-19.**

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

13. Discussion and possible action on approving the County Judges and Commissioners Association of Texas annual membership in the amount of \$1,800.000

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-217	F	V		Motion to approve as presented		O, W, V, N, F		
				and pay out of dues account.				

14. Discussion and possible action to authorize Del Rio Little League to assist in repairing pitching mounds at the baseball fields.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-218	N	V		Motion to approve as presented.		O, W, V, N, F		

15. Discussion and possible action setting aside funds for baseball fields, may include dirt and conditioner.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-219	N	V		Motion to approve as presented.		O, W, V, N, F		

16. Approving a solution regarding the Cost/Bid Over Run for TxCDBG 7219085 Rise Estates, San Felipe Pastures and Vega Verde Road Waterline Projects.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-220	N	V		Motion to table.		O, W, V, N, F		

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

17. Discussion and possible action on writing a letter to USDA, Senator Cornyn and Congressman Gonzalez on funds set aside for ranchers and farmers for property damage brought about by human smuggling, trespassing by undocumented aliens, winter storm, etc. and the rules and policies for distribution of said funds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-221	N	W		Motion to approve as presented.		O, W, V, N, F		

18. Discussion and possible action on approval for a Beer and Wine License Application to TABC by the Whitehead Memorial Museum for the annual Cajun Fest Fundraiser on April 2, 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-222	N	W		Motion to approve as presented.		O, W, V, N, F		

19. Discussion and possible action on potential future projects by the Commissioners and funding options for those projects.

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

20. Discussion and possible action to authorize County Clerk to secure shredding services and authorize the County Judge to sign agreement. Cost to be paid from Clerks Records Management Fund.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-223	N	V		Motion to approve as presented.		O, W, V, N, F		

Juan C. Vazquez, County Commissioner Pct. 2

21. Discussion and possible action on Precinct 2 acquiring property for future park to be utilized for soccer fields, basketball courts and other sport facilities.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-224	V	N		Motion to table until after		O, W, V, N, F		
				EX session.				
22-225	N	F		Motion to approve as presented		O, W, V, N, F		
				and authorize Commissioner				
				Vasquez to negotiate for property				
				and bring back to court.				

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

Gustavo Flores, County Commissioner Pct. 4

22. Discussion and possible action on update of American Rescue Plan Act (ARPA) funds.
Requesting a breakdown of current and future expense and available funds.

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

23. Discussion and possible action on TxDOT funded projects for the intersections of Farley Lane and Cienega's Road (at UPRR crossing) and the intersection of Frontera Road and Cienega's Road (at UPRR crossing).

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

Carlos Velarde, County Engineer

24. Variance approval for a 15ft front lot line set back by owner of Blk. 8 lots part of 14, 15, 16, 17 and part of 18 Box Canyon Estates, Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-226	F	W		Motion to approve as presented		O, W, V, N, F		
				Ben Wilson requestor.				

25. Amending plat approval modifying tracts 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70 and creating tracts 59A, 64A, 65A, 67A, 68A, and 70A. Also modifying Billings Road and eliminating Ginger Road, Kelly Ranch Subdivision, Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-227	N	V		Motion to approve as presented.		O, W, V, N, F		

26. Revision of plat/re-plat vacating lots 40 and 41, Devil's Point and creating lot A, Devils Point, Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-228	V	F		Motion to approve as presented.		O, W, V, N, F		
				Presenter/Amistad Consulting				
				Prct. 2 Devil's Point – lots 40 & 41				
				approved by Amistad Land Use.				
				Will send out Notice and post the				
				application on the website.				

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

27. Revision of plat/re-plat modifying property line between lots 14 and 15 Guajia Bay Subdivision, Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-229	N	V		Motion to approve as presented.		O, W, V, N, F		

28. Revision of plat/re-plat establishing lots 11-A, 11-B & 11-C Las Palmas Unit 2 Subdivision out of a portion of Lot 11 Las Palmas Unit 2 Subdivision Del Rio, Tx.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-230	W	F		Motion to approve as presented		W, V, N, F	O	
				Amistad Consulting requestor –				
				Las Palmas Subdivision- to start				
				process – Application on the				
				website and send Notice.				

29. Amending plat establishing dimensions of lots 26, 27 and 29 Blk. J Cienegas Terrace, Del Rio, Texas previously recorded on volume 4 page 83, Val Verde County Map records.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-231	F	V		Motion to approve as presented.		O, W, V, N, F		
				Amistad Consulting is requestor				
				will add measurements to all and				
				same boundary lines.				

Melissa Vasquez, County Purchasing Agent

30. Discussion and possible action in awarding of Bid 22-04 Rise Estates Waterline Improvements TxCDBG 7219085 to CORE & MAIN in the amount of \$441,840.08 and authorize County Judge to sign Materials Contract upon review by County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-232	N	F		Motion to approve as presented		O, W, V, N, F		
				and set aside, \$422,000.00 from				
				ARPA funds and if not used				
				go back to ARPA – make separate				
				account for waterlines.				

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

31. Discussion and possible action in awarding of Bid 22-04 San Felipe Pastures Waterline Improvements TxCDBG 7219085 to CORE & MAIN in the amount of \$363,082.55 and authorize County Judge to sign Materials Contract upon review by County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Done with item #30.				

32. Discussion and possible action in awarding of Bid 22-04 Vega Verde Waterline Improvements TxCDBG 7219085 to CORE & MAIN in the amount of \$345,980.97 and authorize County Judge to sign Materials Contract upon review by County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Done with item #30.		O, W, V, N, F		

33. Discussion and possible action in awarding of BID 22-06 Used Motor Grader to lowest bidder, Yellowhouse Machinery Company, in the amount of \$145,000.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-233	F	V		Motion to approve as presented &		O, W, V, N, F		
				award bid to Yellowhouse Machinery				
				and pay from Prct. 4 capital.				

34. Discussion and possible action in approval to solicit Request for proposals for the following:

- a) Contract Labor to replace the grandstands at the County Fairgrounds and to select a committee to score proposals.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-234	W	F		Motion to go out for RFP's and		O, W, V, N, F		
				and score proposals.				

- b) Contract Labor to construct an addition to Pct. 4's Warehouse and to select a committee to score proposals.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-235	F	V		Motion to table.		O, W, V, N, F		

- c) A complete Irrigation System for Arteage Park located in Pct. 1 and to select a committee to score proposals.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-236	N	W		Motion to go out for design for		O, W, V, N, F		
				Irrigation System.				

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

35. Discussion and possible action regarding authorization to grant authority for County Judge to sign the contract between Val Verde County and Matrix Design for the Compatible Use Study. Contract has been reviewed by the County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-237	N	V		Motion to approve as presented.		O, W, V, N, F		

36. Discussion and possible action in awarding of the construction of the T-1 Sunshades project at LAFB to Agate Steel Inc. in accordance with GSA Contract Number GS-07F-05449T. Budget amount for this project is \$1,450,000.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-238	N	V		Motion to approve as presented.		O, W, V, N, F		

37. Discussion and possible action regarding authorization to grant authority for County Judge to sign the agreement between Val Verde County and Agate Steel Inc. for the Design Bid Build Project of the T-1 Sunshades at LAFB Project to be funded by DEAAGG through the Texas Military Preparedness Commission. Contract has been reviewed by the County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-239	N	V		Motion to approve as presented.		O, W, V, N, F		

38. Discussion and possible action in approval to purchase a grill guard to install on the new Fire Department's truck with appropriated funds, at the Court's discretion. Truck was purchased at \$66,868.76. Grill guard and install estimate is at \$2,689.95.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-240	N	V		Motion to approve as presented.		O, W, V, N, F		

39. Discussion and possible action in approval to declare the following item as surplus property and designate for proper disposition. Disposition may include but limited to auctioned, reassigned, recycled, and/or destroyed.

45 Legal size, 5 drawer file cabinets

District Attorney

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-241	N	V		Motion to approve as presented.		O, W, V, N, F		

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

Mireya Rodriguez, Fairgrounds Secretary

40. Discussion and possible action regarding a Home Depot credit card to be issued to Tomas A. Velasquez.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-242	F	W		Motion to approve as presented.		O, W, V, N, F		

David Bond, Librarian

41. Discussion and possible action to approve the Val Verde County Library to accept a donation from the Friend's of the Val Verde County Library for an amount of \$5,000.00. This check is for the library's 2022 Summer Reading Program.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-243	N	V		Motion to approve as presented.		O, W, V, N, F		

Dionicio Trevino, Constable Pct. #1

42. Racial Profiling Report/Exempt.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-244	N	V		Motion to approve as presented.		O, W, V, N, F		

43. Remove request of Reserve Deputy Constable Pct. 1 Robert Garza Jr. due to not complying with all TCOLE requirements.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-245	N	W		Motion to approve as presented.		O, W, V, N, F		

Joe Frank Martinez, County Sheriff

44. Discussion and possible action authorizing Sheriff Joe Frank Martinez to purchase appliances for the Comstock residence.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-246	N	V		Motion to approve as presented		O, W, V, N, F		
				and pay out of General Account.				

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

Juanita Barrera, Human Resources Director

- A. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Raul Perales, Light Equipment Operator, with a salary of \$28,274.53 effective March 10, 2022. Mr. Perales is replacing Sipriano Hidalgo who has resigned.
- B. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Jacqueline Ortiz, Shelter Director, with a salary of \$26,000.00 effective February 28, 2022. Ms. Ortiz is filling in a newly budgeted position for the Women's Shelter.
- C. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Cindy Huerta, Case Manager, with a salary of \$17,680.00 effective February 28, 2022. Ms. Huerta is filling in a newly budgeted position for the Women's Shelter.
- D. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Lydia Solis, Shift Advocate, with a salary of \$17,680.00 effective February 28, 2022. Ms. Solis is filling in a newly budgeted position for the Women's Shelter.
- E. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Monica Quinones, Shift Advocate, with a salary of \$17,680.00 effective February 28, 2022. Ms. Quinones is filling in a newly budgeted position for the Women's Shelter.
- F. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Petra Arredondo, Shift Advocate, with a salary of \$17,680.00 effective February 28, 2022. Ms. Arredondo is filling in a newly budgeted position for the Women's Shelter.
- G. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Mary Mota, Shift Advocate, with a salary of \$17,680.00 effective February 28, 2022. Ms. Mota is filling in a newly budgeted position for the Women's Shelter.
- H. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Imelda Fuentes, PT Advocate, with a salary of \$8.50/hr. effective February 28, 2022. Ms. Fuentes is filling in a newly budgeted position for the Women's Shelter.
- I. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Kimberly Almaguer, Deputy Sheriff, with a salary of \$37,904.00 effective March 10, 2022. Ms. Almaguer is replacing Jose Tello who resigned.
- J. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Ivan Sifuentes, Deputy Sheriff, with a salary of \$37,904.00 effective March 10, 2022. Mr. Sifuentes is replacing Brian Zavala who was reassigned to Comstock position.
- K. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Raul Yanez, Jr., Deputy Sheriff, with a salary of \$37,904.00 effective March 10, 2022. Mr. Yanez is replacing Danica Nava who resigned.

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

- L. Joe Frank Martinez, Sheriff, advising the court of the transfer of Gilberto Torres, Deputy Sheriff, from Civil Division to Transport Division with no change in salary effective March 14, 2022.
- M. Joe Frank Martinez, Sheriff, advising the court of the transfer of Jose Cervantes, Deputy Sheriff, from Patrol Division to Civil Division with no change in salary effective March 14, 2022. He is replacing Gilberto Torres who was transferred.
- N. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Juan Rodriguez, Maintenance Worker, with a salary of \$25,875.22 effective March 14, 2022. Mr. Rodriguez is replacing Ascencion Hernandez who was terminated.
- O. Generosa Ramon, County Clerk, requesting to stop the distribution of checks to Pablo Carrizales, Deputy Clerk IV, effective March 4, 2022. Mr. Carrizales has resigned.
- P. Jo Ann Cervantes, District Clerk, requesting to stop the distribution of checks to Israel Prieto, Deputy Clerk III, effective March 11, 2022. Mr. Prieto has resigned.

45. Approving Human Resources report from March 5, 2022 through March 15, 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-247	N	V		Motion to approve as presented.		O, W, V, N, F		

46. Discussion and approval of revised personnel policy manual.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-248	V	W		Motion to approve as presented.		O, W, V, N, F		
				New Sect. 1 EEOC and the IT Policies				
				& Procedures are Incorporated.				

√

David E. Martinez, County Attorney

47. Closed session consultation pursuant to Texas Government Code:

- A. §551.071(2), attorney/client privilege.
- B. §551.071(1)(A), contemplated litigation.
- C. §551.072 regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.
- D. §551.073 regarding a negotiated contract, lease, or value of real property and possible action in open session thereafter.

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

EXECUTIVE SESSION: ✓ §551.071(1) (A) §551.071(1) (A)
 ✓ §551.071(2) §551.071(1) (B) ✓ 51.072 551.073 ✓

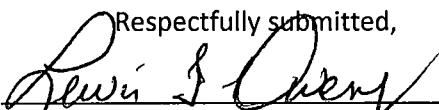
OTHER BEGAN @ 10:19 am ENDED @ 11:12 am BREAK @ 5 min.

RESUMED @ ACTION AFTER EX:

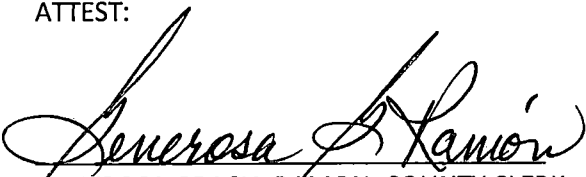
ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A						O, W, V, N, F		

48. Commissioners’ comments. Commissioner Nettleton asked for prayers for the people of Ukraine.
49. County Judge’s comments. Reminder of meeting on Monday, March 21, 2022, 6 p.m. at Civic Center.
50. Adjourn. 11:15 AM.

The foregoing, recorded in Volume 62, pages 1-223, inclusive, was on this the 29th day of MARCH A.D. 2022, 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@valverdecountry.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 Building
207B East Losoya Street
Del Rio, TX 78840**

Live Feed Link- <http://valverdecountry.texas.gov/>

Social distancing and face masks required

March 15, 2022 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 monthly reports from elected officials.
7. Approving bills for payment.

Matthew S. Weingardt, County Auditor

8. Auditor's Report.
9. Certification of Revenue –
 - A. Texas Association of Counties - \$286,455.33 Structure Hail Damage, \$1,450.00 – Pct. 1 Flatbed Trailer claim
 - B. Payment for Vista Solutions Group - \$28,300.00 County Clerk – Licenses, Professional Services, & Annual Support for 2021.
10. Budget Adjustment-
 - A. 63rd District 2 Desks and Chair \$6,389.00 From Capital Expenditures into Departments Capital

Aaron D. Rodriguez, County Treasurer

11. Treasurer's Report.

Lewis G. Owens Jr., County Judge

12. Discussing matters relating to COVID-19.
13. Discussion and possible action on approving the County Judges and Commissioners Association of Texas annual membership in the amount of \$1,800.000
14. Discussion and possible action to authorize Del Rio Little League to assist in repairing pitching mounds at the baseball fields.
15. Discussion and possible action setting aside funds for baseball fields, may include dirt and conditioner.

16. Approving a solution regarding the Cost/Bid Over Run for TxCDBG 7219085 Rise Estates, San Felipe Pastures and Vega Verde Road Waterline Projects.

17. Discussion and possible action on writing a letter to USDA, Senator Cornyn and Congressman Gonzalez on funds set aside for ranchers and farmers for property damage brought about by human smuggling, trespassing by undocumented aliens, winter storm, etc. and the rules and policies for distribution of said funds.

18. Discussion and possible action on approval for a Beer and Wine License Application to TABC by the Whitehead Memorial Museum for the annual Cajun Fest Fundraiser on April 2, 2022.

19. Discussion and possible action on potential future projects by the Commissioners and funding options for those projects.

20. Discussion and possible action to authorize County Clerk to secure shredding services and authorize the County Judge to sign agreement. Cost to be paid from Clerks Records Management Fund.

Juan C. Vazquez, County Commissioner Pct. 2

21. Discussion and possible action on Precinct 2 acquiring property for future park to be utilized for soccer fields, basketball courts and other sport facilities.

Gustavo Flores, County Commissioner Pct. 4

22. Discussion and possible action on update of American Rescue Plan Act (ARPA) funds. Requesting a breakdown of current and future expense and available funds.

23. Discussion and possible action on TxDOT funded projects for the intersections of Farley Lane and Cienegas Road (at UPRR crossing) and the intersection of Frontera Road and Cienegas Road (at UPRR crossing).

Carlos Velarde, County Engineer

24. Variance approval for a 15ft front lot line set back by owner of Blk. 8 lots part of 14, 15, 16, 17 and part of 18 Box Canyon Estates, Val Verde County.
25. Amending plat approval modifying tracts 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70 and creating tracts 59A, 64A, 65A, 67A, 68A, and 70A. Also modifying Billings Road and eliminating Ginger Road, Kelly Ranch Subdivision, Val Verde County.
26. Revision of plat/re-plat vacating lots 40 and 41, Devil's Point and creating lot A, Devils Point, Val Verde County.
27. Revision of plat/re-plat modifying property line between lots 14 and 15 Guajia Bay Subdivision, Val Verde County.
28. Revision of plat/re-plat establishing lots 11-A, 11-B & 11-C Las Palmas Unit 2 Subdivision out of a portion of Lot 11 Las Palmas Unit 2 Subdivision Del Rio, Tx.
29. Amending plat establishing dimensions of lots 26, 27 and 29 Blk. J Cienegas Terrace, Del Rio, Texas previously recorded on volume 4 page 83, Val Verde County Map records.

Melissa Vasquez, County Purchasing Agent

30. Discussion and possible action in awarding of Bid 22-04 Rise Estates Waterline Improvements TxCDBG 7219085 to CORE & MAIN in the amount of \$441,840.08 and authorize County Judge to sign Materials Contract upon review by County Attorney.
31. Discussion and possible action in awarding of Bid 22-04 San Felipe Pastures Waterline Improvements TxCDBG 7219085 to CORE & MAIN in the amount of \$363,082.55 and authorize County Judge to sign Materials Contract upon review by County Attorney.
32. Discussion and possible action in awarding of Bid 22-04 Vega Verde Waterline Improvements TxCDBG 7219085 to CORE & MAIN in the amount of \$345,980.97 and authorize County Judge to sign Materials Contract upon review by County Attorney.

33. Discussion and possible action in awarding of BID 22-06 Used Motor Grader to lowest bidder, Yellowhouse Machinery Company, in the amount of \$145,000.00.

34. Discussion and possible action in approval to solicit Request for proposals for the following:

- a) Contract Labor to replace the grandstands at the County Fairgrounds and to select a committee to score proposals.
- b) Contract Labor to construct an addition to Pct. 4's Warehouse and to select a committee to score proposals.
- c) A complete Irrigation System for Arteage Park located in Pct. 1 and to select a committee to score proposals.

35. Discussion and possible action regarding authorization to grant authority for County Judge to sign the contract between Val Verde County and Matrix Design for the Compatible Use Study. Contract has been reviewed by the County Attorney.

36. Discussion and possible action in awarding of the construction of the T-1 Sunshades project at LAFB to Agate Steel Inc. in accordance with GSA Contract Number GS-07F-05449T. Budget amount for this project is \$1,450,000.00.

37. Discussion and possible action regarding authorization to grant authority for County Judge to sign the agreement between Val Verde County and Agate Steel Inc. for the Design Bid Build Project of the T-1 Sunshades at LAFB Project to be funded by DEAAGG through the Texas Military Preparedness Commission. Contract has been reviewed by the County Attorney.

38. Discussion and possible action in approval to purchase a grill guard to install on the new Fire Department's truck with appropriated funds, at the Court's discretion. Truck was purchased at \$66,868.76. Grill guard and install estimate is at \$2,689.95.

39. Discussion and possible action in approval to declare the following item as surplus property and designate for proper disposition. Disposition may include but limited to auctioned, reassigned, recycled, and/or destroyed.

45 Legal size, 5 drawer file cabinets

District Attorney

Mireya Rodriguez, Fairgrounds Secretary

40. Discussion and possible action regarding a Home Depot credit card to be issued to Tomas A. Velasquez.

David Bond, Librarian

41. Discussion and possible action to approve the Val Verde County Library to accept a donation from the Friend's of the Val Verde County Library for an amount of \$5,000.00. This check is for the library's 2022 Summer Reading Program.

Dionicio Trevino, Constable Pct. 1

42. Racial Profiling Report/Exempt.

43. Remove request of Reserve Deputy Constable Pct. 1 Robert Garza Jr. due to not complying with all TCOLE requirements.

Joe Frank Martinez, County Sheriff

44. Discussion and possible action authorizing Sheriff Joe Frank Martinez to purchase appliances for the Comstock residence.

Juanita Barrera, Human Resources Director

45. Approving Human Resources report from March 5, 2022 through March 15, 2022.
- A. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Raul Perales, Light Equipment Operator, with a salary of \$28,274.53 effective March 10, 2022. Mr. Perales is replacing Sipriano Hidalgo who has resigned.
 - B. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Jacqueline Ortiz, Shelter Director, with a salary of \$26,000.00 effective February 28, 2022. Ms. Ortiz is filling in a newly budgeted position for the Women's Shelter.

- C. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Cindy Huerta, Case Manager, with a salary of \$17,680.00 effective February 28, 2022. Ms. Huerta is filling in a newly budgeted position for the Women's Shelter.
- D. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Lydia Solis, Shift Advocate, with a salary of \$17,680.00 effective February 28, 2022. Ms. Solis is filling in a newly budgeted position for the Women's Shelter.
- E. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Monica Quinones, Shift Advocate, with a salary of \$17,680.00 effective February 28, 2022. Ms. Quinones is filling in a newly budgeted position for the Women's Shelter.
- F. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Petra Arredondo, Shift Advocate, with a salary of \$17,680.00 effective February 28, 2022. Ms. Arredondo is filling in a newly budgeted position for the Women's Shelter.
- G. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Mary Mota, Shift Advocate, with a salary of \$17,680.00 effective February 28, 2022. Ms. Mota is filling in a newly budgeted position for the Women's Shelter.
- H. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Imelda Fuentes, PT Advocate, with a salary of \$8.50/hr. effective February 28, 2022. Ms. Fuentes is filling in a newly budgeted position for the Women's Shelter.
- I. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Kimberly Almaguer, Deputy Sheriff, with a salary of \$37,904.00 effective March 10, 2022. Ms. Almaguer is replacing Jose Tello who resigned.
- J. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Ivan Sifuentes, Deputy Sheriff, with a salary of \$37,904.00 effective March 10, 2022. Mr. Sifuentes is replacing Brian Zavala who was reassigned to Comstock position.

- K. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Raul Yanez, Jr., Deputy Sheriff, with a salary of \$37,904.00 effective March 10, 2022. Mr. Yanez is replacing Danica Nava who resigned.
- L. Joe Frank Martinez, Sheriff, advising the court of the transfer of Gilberto Torres, Deputy Sheriff, from Civil Division to Transport Division with no change in salary effective March 14, 2022.
- M. Joe Frank Martinez, Sheriff, advising the court of the transfer of Jose Cervantes, Deputy Sheriff, from Patrol Division to Civil Division with no change in salary effective March 14, 2022. He is replacing Gilberto Torres who was transferred.
- N. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Juan Rodriguez, Maintenance Worker, with a salary of \$25,875.22 effective March 14, 2022. Mr. Rodriguez is replacing Ascencion Hernandez who was terminated.
- O. Generosa Ramon, County Clerk, requesting to stop the distribution of checks to Pablo Carrizales, Deputy Clerk IV, effective March 4, 2022. Mr. Carrizales has resigned.
- P. Jo Ann Cervantes, District Clerk, requesting to stop the distribution of checks to Israel Prieto, Deputy Clerk III, effective March 11, 2022. Mr. Prieto has resigned.

46. Discussion and approval of revised personnel policy manual.

David E. Martinez, County Attorney

47. Closed session consultation pursuant to Texas Government Code:

- A. §551.071(2), attorney/client privilege.
- B. §551.071(1)(A), contemplated litigation.
- C. §551.072 regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.

D. §551.073 regarding a negotiated contract, lease, or value of real property and possible 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 Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

48. Commissioners' comments.

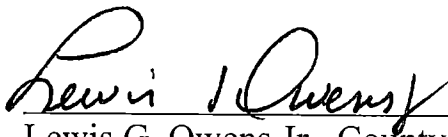
49. County Judge's comments.

50. 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 830-774-7501 at least two (02) business days prior to the meeting so that appropriate arrangements can be made.

400 Pecan Street • Del Rio, TX 78840

The next Regular Commissioners Court Meeting will be March 29, 2022 @ 9:00 a.m.
Agenda Items are due Thursday, March 24, 2022 @ 4:30p.m.


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

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN
BOARD ON MARCH 11, 2022: AT 3:24 A.M./P.M.

2022 MAR 11 P 3 24
GENERAL CLERK
VAL VERDE COUNTY CLERK
BY MA DEPUTY

FILED

400 Pecan Street • Del Rio, TX 78840



Val Verde County, TX

Expense Approval Report
By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 0001 - Hail Damage					
Del Rio Welders Equip.	D688784	03/01/2022	Frgrnds Proj - Material	1812-0001-30-18111	47.90
Department 0001 - Hail Damage Total:					47.90
Department: 0004 - Electrical Storm					
Active Campus LLC	10850	03/03/2022	Sheriff - Cameras	1812-0004-30-16000	4,729.90
Department 0004 - Electrical Storm Total:					4,729.90
Department: 1089 - .					
Fleetcor Technologies	NP61720288-2	03/04/2022	VAG - Fuel	2666-1089-35-26280	805.07
Department 1089 - . Total:					805.07
Department: 1090 - .					
Charter Communications Holdi...	0067836021822	02/18/2022	HIDTA - Internet	2666-1090-33-26220	154.99
Department 1090 - . Total:					154.99
Department: 1093 - .					
AT&T Mobility	287294892869X02272022-3	02/19/2022	BPU - Cell Service	2666-1093-31-26360	39.27
AT&T Mobility	287294892869X02272022-4	02/19/2022	BPU - Cell Service	2666-1093-31-26360	39.27
Department 1093 - . Total:					78.54
Department: 1094 - .					
Mayra C. Quicksall	14-2021	03/07/2022	DWI - Compliance Officer	2666-1094-31-26170	1,042.82
Oscar J. Sagace	001	03/08/2022	DWI - Counseling	2666-1094-31-26170	800.00
Orlando Venegas	1006	03/08/2022	DWI - Counseling	2666-1094-31-26170	1,200.00
Luis F Arroyo	14-2021	03/08/2022	DWI - Compliance Officer	2666-1094-31-26170	620.00
Sandra Hernandez	86	03/08/2022	DWI - Education Specialist	2666-1094-31-26170	875.00
Department 1094 - . Total:					4,537.82
Department: 1098 - .					
Discount Office Items Inc	4775062	12/21/2021	BPU - Furniture	2666-1098-31-26360	179.99
Discount Office Items Inc	4775062	12/21/2021	BPU - Furniture	2666-1098-31-26360	207.99
Discount Office Items Inc	4775062	12/21/2021	BPU - Furniture	2666-1098-31-26360	273.99
Discount Office Items Inc	4775062	12/21/2021	BPU - Furniture	2666-1098-31-26360	399.98
Card Service Center	0568-331.20	01/31/2022	BPU - Hotel	2666-1098-31-26100	331.20
Texas Commission on Law Enfor...	240012	03/08/2022	BPU - Sep of License	2666-1098-31-26360	35.00
Department 1098 - . Total:					1,428.15
Department: 1111 - General Fund					
Thomson Reuter - West	845568930	12/25/2021	83rd - Law Lib	1727-1111-31-16000	86.00
Thomson Reuter - West	845616836	01/01/2022	83rd - Law Lib	1727-1111-31-16000	276.94
Sentry Security Service	258056-1	03/01/2022	Crthse Security - Monitoring Svc	1725-1111-30-16000	48.50
Thomson Reuter - West	845940694	03/01/2022	83rd - Law Lib	1727-1111-31-16000	276.94
Thomson Reuter - West	845947088	03/01/2022	83rd - Law Lib	1727-1111-31-16000	1,360.58
Thomson Reuter - West	846035742	03/04/2022	83rd - Law Lib	1727-1111-31-16000	514.00
Southwest Abstract Co. Inc	58105	03/09/2022	Land Purch Industrial Blvd	1808-1111-30-16000	20,303.00
Department 1111 - General Fund Total:					22,865.96
Department: 1200 - County Judge					
Thomson Reuter - West	845352748	11/04/2021	Co Judge - Book	1111-1200-30-16000	74.00
Card Service Center	0032-65.16	01/28/2022	Co Judge - Picture Frame	1111-1200-30-16000	65.16
Capital One, N.A.	00643	02/17/2022	Co Judge - TV	1111-1200-30-16000	598.00
Amistad Snack & Coffee Service	6929	02/24/2022	Co Judge - Coffee/Creamer	1111-1200-30-16000	18.00
Amistad Snack & Coffee Service	6929	02/24/2022	Co Judge - Coffee/Creamer	1111-1200-30-16000	64.00
Fleetcor Technologies	NP61720288-1	03/04/2022	Co Judge - Fuel	1111-1200-30-16200	60.43
Department 1200 - County Judge Total:					879.59
Department: 1201 - County Clerk					
Vista Solutions Group	10919	10/01/2021	Co Clerk - Annual Support	1708-1201-30-16480	28,300.00
Southern Computer Warehouse	INV00726577	02/09/2022	Co Clerk - Toners	1111-1201-30-16000	146.19

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Southern Computer Warehouse	INV00726577	02/09/2022	Co Clerk - Toners	1111-1201-30-16000	69.58
Southern Computer Warehouse	INV00726577	02/09/2022	Co Clerk - Toners	1111-1201-30-16000	69.58
Southern Computer Warehouse	INV00726577	02/09/2022	Co Clerk - Toners	1111-1201-30-16000	69.58
Southern Computer Warehouse	INV00726577	02/09/2022	Co Clerk - Toners	1111-1201-30-16000	69.58
Southern Computer Warehouse	INV00726577	02/09/2022	Co Clerk - Toners	1111-1201-30-16000	69.58
Southern Computer Warehouse	INV00726577	02/09/2022	Co Clerk - Toners	1111-1201-30-16000	72.97
Southern Computer Warehouse	INV00726577	02/09/2022	Co Clerk - Toners	1111-1201-30-16000	72.97
Government Revenue Solutions...	INVB-033608	02/23/2022	Co Clerk - Land Records	1709-1201-30-16480	2,025.15
Quill Corporation	23347073	02/24/2022	Co Clerk - Office	1111-1201-30-16000	90.00
Pitney Bowes Inc.	3315255178	02/24/2022	Co Clerk - Postage Meter	1111-1201-30-16000	198.75
Department 1201 - County Clerk Total:					31,253.93
Department: 1203 - Veteran's Office					
Alvaro's Auto Sale	366654	01/20/2022	Vet - Maintenance	1111-1203-30-76370	174.22
Amazon.com LLC	1GKV-677W-9QMT	02/22/2022	Vet - Buckle Extender	1111-1203-30-16000	17.28
Bowlin's Ten Minute	5563	02/28/2022	Vet - Inspection/Oil Chng	1111-1203-30-76370	56.95
Amistad Bank	000059-3/1/2022	03/01/2022	Vet - March Rent	1111-1203-30-16500	900.00
Department 1203 - Veteran's Office Total:					1,148.45
Department: 1204 - 63rd District Court					
Xerox	015439312	02/01/2022	63rd - Prints	1111-1204-31-16000	41.69
Xerox	015439312	02/01/2022	63rd - Copier	1111-1204-31-16475	181.55
Quill Corporation	23005300	02/10/2022	63rd - Office	1111-1204-31-16000	17.31
Quill Corporation	23005300	02/10/2022	63rd - Office	1111-1204-31-16000	22.68
Quill Corporation	23005300	02/10/2022	63rd - Office	1111-1204-31-16000	58.77
Quill Corporation	23005300	02/10/2022	63rd - Office	1111-1204-31-16000	61.19
Quill Corporation	23005300	02/10/2022	63rd - Office	1111-1204-31-16000	14.92
Quill Corporation	23005300	02/10/2022	63rd - Office	1111-1204-31-16000	28.77
Quill Corporation	23021268	02/11/2022	63rd - Office	1111-1204-31-16000	44.99
Quill Corporation	23048878	02/14/2022	63rd - Office	1111-1204-31-16000	30.59
Card Service Center	0032-399.00	02/18/2022	63rd - PO Box	1111-1204-31-16000	399.00
Card Service Center	0302-22.38	02/18/2022	63rd - Juror Meals	1111-1204-31-16460	22.38
Pitney Bowes Inc.	3315247029	02/24/2022	63rd - Postage Meter	1111-1204-31-16000	218.91
Department 1204 - 63rd District Court Total:					1,142.75
Department: 1205 - District Clerk					
Pitney Bowes Inc.	3315249660	02/24/2022	Dist Clerk - Postage Meter	1111-1205-31-16000	278.43
Iron Mountain	GJNN091	02/28/2022	Dist Clerk - Storage	1111-1205-31-16210	75.00
Department 1205 - District Clerk Total:					353.43
Department: 1206 - JP#1					
Quill Corporation	23155002	02/17/2022	JP 1 - Office	1111-1206-31-16000	7.90
Quill Corporation	23177816	02/17/2022	JP 1 - Office	1111-1206-31-16000	93.00
Quill Corporation	23208941	02/18/2022	JP 1 - Office	1111-1206-31-16000	6.25
Quill Corporation	23208941	02/18/2022	JP 1 - Office	1111-1206-31-16000	6.30
Quill Corporation	23208941	02/18/2022	JP 1 - Office	1111-1206-31-16000	16.00
Jesse Trevino	02/28/2022	03/01/2022	JP 1 - Mileage	1111-1206-31-16200	11.06
Department 1206 - JP#1 Total:					140.51
Department: 1208 - JP#3					
Capital One, N.A.	00516	03/04/2022	JP 3 - Supplies	1111-1208-31-16000	3.84
Capital One, N.A.	00516	03/04/2022	JP 3 - Supplies	1111-1208-31-16000	45.80
Capital One, N.A.	00516	03/04/2022	JP 3 - Supplies	1111-1208-31-16000	18.46
Capital One, N.A.	00516	03/04/2022	JP 3 - Supplies	1111-1208-31-16000	18.46
Capital One, N.A.	00516	03/04/2022	JP 3 - Supplies	1111-1208-31-16000	2.22
Department 1208 - JP#3 Total:					88.78
Department: 1209 - JP#4					
Hilda Lopez	02/28/2022	03/07/2022	JP 4 - Mileage	1111-1209-31-16200	12.77
Department 1209 - JP#4 Total:					12.77
Department: 1210 - County Court at Law					
Technical Resource Manageme...	FS-9296123121	12/31/2021	DWI - Drug Testing	1732-1210-31-16000	1,215.40
Thomson Reuter - West	845898767	02/04/2022	CCL - Subscription	1111-1210-31-16000	164.00
Card Service Center	0245-75.00	02/07/2022	CCL - Reg Fee	1111-1210-31-16200	75.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Business Information Systems I...	85591	02/07/2022	CCL - BIS Upgrade	1732-1210-31-16000	30,000.00
Business Information Systems I...	85591-3	02/11/2022	CCL - Equipment	1732-1210-31-16000	2,379.13
Business Information Systems I...	85591-4	02/11/2022	CCL - BIS Upgrade	1732-1210-31-16000	2,061.00
AT&T Mobility	287294892869X02272022-1	02/19/2022	DWI - Cell Service	1732-1210-31-16000	41.44
AT&T Mobility	287294892869X02272022-2	02/19/2022	DWI - Cell Service	1732-1210-31-16000	41.44
Quill Corporation	23312802	02/23/2022	CCL - Office	1111-1210-31-16000	156.38
Quill Corporation	23312839	02/23/2022	CCL - Office	1111-1210-31-16000	59.99
Quill Corporation	23312839	02/23/2022	CCL - Office	1111-1210-31-16000	22.99
Sergio J. Gonzalez	3/27/2022	03/29/2022	CCL - Meals/Mileage	1111-1210-31-16200	606.00
Department 1210 - County Court at Law Total:					36,822.77
Department: 1211 - County Attorney					
Pitney Bowes Inc.	3315252028	02/24/2022	Co Atty - Postage Meter	1111-1211-31-16000	182.61
Thomson Reuter - West	846035743	03/04/2022	Co Atty - Subscription	1111-1211-31-16000	1,485.68
Department 1211 - County Attorney Total:					1,668.29
Department: 1212 - County Auditor					
Pitney Bowes Inc.	3315247124	02/24/2022	Auditor - Postage Meter	1111-1212-30-16000	261.90
Department 1212 - County Auditor Total:					261.90
Department: 1213 - County Treasurer					
Lone Star Copiers	135241	02/09/2022	Treas - Toner	1111-1213-30-16000	145.00
Department 1213 - County Treasurer Total:					145.00
Department: 1214 - County Tax Collector					
Quill Corporation	23193233	02/18/2022	Tax - Office	1111-1214-30-16000	13.50
Quill Corporation	23208155	02/18/2022	Tax - Office	1111-1214-30-16000	6.86
Pitney Bowes Inc.	3315251364	02/24/2022	Tax - Postage Meter	1111-1214-30-16000	414.90
Cecilia Martinez	03/27/2022	03/27/2022	Tax - Meals/Mileage	1111-1214-30-16200	234.00
Cecilia Martinez	03/27/2022	03/27/2022	Tax - Meals/Mileage	1111-1214-30-16200	154.00
Elodia Garcia	03/27/2022	03/27/2022	Tax - Meals	1111-1214-30-16200	154.00
Department 1214 - County Tax Collector Total:					977.26
Department: 1215 - IT Department					
Home Depot Dept 32-2540929...	1522105	02/25/2022	IT - Material	1111-1215-30-16000	14.80
Fleetcor Technologies	NP61720288-1	03/04/2022	IT - Fuel	1111-1215-30-17061	76.44
Department 1215 - IT Department Total:					91.24
Department: 1217 - County Agent					
Russell True Value	481866	03/03/2022	Co Agent - Supplies	1111-1217-30-16205	22.27
Fleetcor Technologies	NP61720288-1	03/04/2022	Co Agent - Fuel	1111-1217-30-16201	66.76
Russell True Value	481972	03/07/2022	Co Agent - Fertilizer	1111-1217-30-16205	113.94
Department 1217 - County Agent Total:					202.97
Department: 1218 - Library					
Midwest Tape, LLC	501578994	01/20/2022	Lib - DVD's	1111-1218-36-16680	156.69
Ingram Library Services	57348577	01/25/2022	Lib - Books	1111-1218-36-16680	42.85
Midwest Tape, LLC	501604703	01/26/2022	Lib - DVD's	1111-1218-36-16680	158.17
Midwest Tape, LLC	501641030	02/04/2022	Lib - DVD's	1111-1218-36-16680	22.49
Ingram Library Services	57629027	02/06/2022	Lib - Books	1111-1218-36-16680	8.11
Midwest Tape, LLC	501662169	02/10/2022	Lib - DVD's	1111-1218-36-16680	371.12
Baker & Taylor Books	5017552085	02/11/2022	Lib - Books	1111-1218-36-16680	284.14
Toshiba Business Solutions	5593975	02/11/2022	Lib - Prints	1111-1218-36-16421	38.86
Ingram Library Services	57773151	02/13/2022	Lib - Books	1111-1218-36-16680	24.85
Ingram Library Services	57837770	02/16/2022	Lib - Books	1111-1218-36-16680	510.00
Midwest Tape, LLC	501702972	02/17/2022	Lib - DVD's	1111-1218-36-16680	37.49
Ingram Library Services	57874802	02/17/2022	Lib - Books	1111-1218-36-16680	187.64
Ingram Library Services	57889400	02/18/2022	Lib - Books	1111-1218-36-16680	11.63
Baker & Taylor Books	5017568299	02/22/2022	Lib - Books	1111-1218-36-16680	351.94
Quill Corporation	23314577	02/23/2022	Lib - Office	1111-1218-36-16000	25.00
Quill Corporation	23314577	02/23/2022	Lib - Office	1111-1218-36-16000	26.59
Quill Corporation	23314577	02/23/2022	Lib - Office	1111-1218-36-16000	89.99
Quill Corporation	23314577	02/23/2022	Lib - Office	1111-1218-36-16000	4.24
Baker & Taylor Books	5017568290	02/23/2022	Lib - Books	1111-1218-36-16680	689.72
Ingram Library Services	58002827	02/23/2022	Lib - Books	1111-1218-36-16680	14.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ingram Library Services	58002828	02/23/2022	Lib - Books	1111-1218-36-16680	68.30
Ingram Library Services	58002829	02/23/2022	Lib - Books	1111-1218-36-16680	126.57
Quill Corporation	23322991	02/24/2022	Lib - Office	1111-1218-36-16000	44.98
Midwest Tape, LLC	501733642	02/24/2022	Lib - DVD's	1111-1218-36-16680	22.49
Midwest Tape, LLC	501733643	02/24/2022	Lib - DVD's	1111-1218-36-16680	26.24
Ingram Library Services	58016342	02/24/2022	Lib - Books	1111-1218-36-16680	19.23
Ingram Library Services	58016343	02/24/2022	Lib - Books	1111-1218-36-16680	102.05
Ingram Library Services	58016344	02/24/2022	Lib - Books	1111-1218-36-16680	248.03
Ingram Library Services	58044145	02/25/2022	Lib - Books	1111-1218-36-16680	10.57
Ingram Library Services	58060399	02/25/2022	Lib - Books	1111-1218-36-16680	11.98
Ingram Library Services	58076182	02/27/2022	Lib - Books	1111-1218-36-16680	7.66
Card Service Center	0032-133.20	02/28/2022	Lib - Replacement Pads	1111-1218-36-16000	89.10
Card Service Center	0032-133.20	02/28/2022	Lib - Replacement Pads	1111-1218-36-16000	44.10
Demco Inc	7087985	02/28/2022	Lib - Supplies	1111-1218-36-16000	9.99
Demco Inc	7087985	02/28/2022	Lib - Supplies	1111-1218-36-16000	9.99
Demco Inc	7087985	02/28/2022	Lib - Supplies	1111-1218-36-16000	9.99
Demco Inc	7087985	02/28/2022	Lib - Supplies	1111-1218-36-16000	21.94
Capital One, N.A.	06097	03/01/2022	Lib - Supplies	1111-1218-36-16000	127.05
Ingram Library Services	58113666	03/01/2022	Lib - Books	1111-1218-36-16680	12.00
Department 1218 - Library Total:					4,068.06

Department: 1219 - Rural Fire & EMS

Pro Auto Supply	536597	02/10/2022	Fire - Credit Memo	1111-1219-33-16000	-63.48
Heat Safety Equipment LLC	22-16259	02/16/2022	Fire - Equipment	1111-1219-33-16000	938.94
The Goodyear Tire & Rubber C...	0000018360	02/25/2022	Fire - Sensor	1111-1219-33-16000	264.00
The Goodyear Tire & Rubber C...	0000018360	02/25/2022	Fire - Sensor	1111-1219-33-16000	359.00
Mike A. De Los Angeles	12	02/25/2022	Fire - Volunteer Pay	1111-1219-33-16480	325.00
Esteban Serrano	12	02/25/2022	Fire - Volunteer Pay	1111-1219-33-16480	150.00
Richard D'Avy	16	02/25/2022	Fire - Volunteer Pay	1111-1219-33-16480	225.00
Joseph T Wertz	16	02/25/2022	Fire - Volunteer Pay	1111-1219-33-16480	275.00
Ram Country Chrysler Toyota	35247	03/07/2022	Fire - Cap Exp - 22 Ram P/U	1111-1219-40-16400	66,868.76
Pro Auto Supply	539339	03/08/2022	Fire - Parts	1111-1219-33-16000	55.05
Pro Auto Supply	539404	03/08/2022	Fire - Credit Memo	1111-1219-33-16000	-34.50
Russell True Value	482024	03/09/2022	Fire - Supplies	1111-1219-33-16000	24.26
Russell True Value	482032	03/09/2022	Fire - Supplies	1111-1219-33-16000	3.71
Pro Auto Supply	539462	03/09/2022	Fire - Parts	1111-1219-33-16000	365.98
Department 1219 - Rural Fire & EMS Total:					69,756.72

Department: 1220 - Parks & Building Maintenance

Charter Communications Holdi...	0219096112621	11/26/2021	Sheriff - Internet	1111-1220-37-16503	1,690.92
Charter Communications Holdi...	0219096122621	12/26/2021	Sheriff - Internet	1111-1220-37-16503	1,715.91
Charter Communications Holdi...	0219096012622	01/26/2022	Sheriff - Internet	1111-1220-37-16503	1,662.91
McCoy's	8871618	02/01/2022	BM - Material	1111-1220-37-16330	11.89
Home Depot Dept 32-2540929...	1973211	02/15/2022	BM - Material	1111-1220-37-16330	193.05
Jay Macks Enterprises	62740	02/15/2022	BM - Service Call	1111-1220-37-16330	435.00
Sherwin Williams	6165-7	02/17/2022	BM - Paint/Supplies	1111-1220-37-16300	135.64
Sherwin Williams	6165-7	02/17/2022	BM - Paint/Supplies	1111-1220-37-16300	26.45
City of Del Rio	368110	02/18/2022	BM - Landfill	1111-1220-37-16330	13.05
City of Del Rio	51-000348-00-02/18/2022	02/18/2022	BM - Utilities	1111-1220-37-16503	20.75
City of Del Rio	51-004810-00-02/18/2022	02/18/2022	BM - Utilities	1111-1220-37-16503	136.51
City of Del Rio	51-033300-01-02/18/2022	02/18/2022	BM - Utilities	1111-1220-37-16503	105.03
Frontier Southwest Incorporated	010500-5-2/19/22	02/19/2022	BM - Utilities	1111-1220-37-16503	66.34
Charter Communications Holdi...	0155365021922	02/19/2022	Comm Cntr - Internet	1111-1220-37-16503	149.77
Frontier Southwest Incorporated	062189-5-2/19/22	02/19/2022	BM - Utilities	1111-1220-37-16503	6,243.84
Frontier Southwest Incorporated	120215-5-2/19/22	02/19/2022	BM - Utilities	1111-1220-37-16503	64.36
Frontier Southwest Incorporated	1359-010500-5-2/19/22	02/19/2022	BM - Utilities	1111-1220-37-16503	67.39
AT&T Mobility	287294892869X02272022	02/19/2022	BM - Utilities	1111-1220-37-16503	5,995.62
City of Del Rio	40-004700-00-02/19/2022	02/19/2022	BM - Utilities	1111-1220-37-16503	70.17
Charter Communications Holdi...	0681883022022	02/20/2022	CAB - Internet	1111-1220-37-16503	1,565.18
Charter Communications Holdi...	0076514022222	02/22/2022	Crthse - Internet	1111-1220-37-16503	160.82
Frontier Southwest Incorporated	020315-5-2/22/22	02/22/2022	BM - Utilities	1111-1220-37-16503	54.63
Financial Servicing, LLC	12933899	02/23/2022	BM - Utilities	1111-1220-37-16503	6,889.19

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Financial Servicing, LLC	12933900	02/23/2022	BM - Utilities	1111-1220-37-16503	135.98
Financial Servicing, LLC	12933901	02/23/2022	BM - Utilities	1111-1220-37-16503	46.18
Orlando Carrillo	13418	02/23/2022	Pct 2 - Pest Svc	1111-1220-37-16330	340.00
Emilio Ruiz	282626	02/23/2022	BM - Tire Rprs	1111-1220-37-16520	15.00
T.J. Moore Lumber	528197	02/23/2022	BM - Material	1111-1220-37-16330	3.20
T.J. Moore Lumber	528200	02/23/2022	BM - Material	1111-1220-37-16330	4.74
McCoy's	8872186	02/23/2022	BM - Material	1111-1220-37-16330	13.85
Val Verde W.C.I.D.	010053000-20220224	02/24/2022	BM - Utilities	1111-1220-37-16503	32.00
Val Verde W.C.I.D.	010054000-20220224	02/24/2022	BM - Utilities	1111-1220-37-16503	29.00
Val Verde W.C.I.D.	010058000-20220224	02/24/2022	BM - Utilities	1111-1220-37-16503	29.00
Vaughan Builders Inc.	1005	02/24/2022	BM - Maint Agreement	1111-1220-37-16480	375.00
Home Depot Dept 32-2540929...	2020015	02/24/2022	BM - Material	1111-1220-37-16330	145.18
Home Depot Dept 32-2540929...	2094124	02/24/2022	BM - Credit Memo	1111-1220-37-16330	-111.94
Russell True Value	481677	02/24/2022	BM - Supplies	1111-1220-37-16330	23.98
Russell True Value	481680	02/24/2022	BM - Supplies	1111-1220-37-16330	6.99
T.J. Moore Lumber	528227	02/24/2022	BM - Material	1111-1220-37-16330	5.19
T.J. Moore Lumber	528253	02/24/2022	BM - Material	1111-1220-37-16330	7.18
Unifirst Corporation	8232844442	02/24/2022	Lib - Uniforms/Supplies	1111-1220-37-16330	51.78
Unifirst Corporation	8232844443	02/24/2022	Juv - Supplies	1111-1220-37-16330	19.41
Unifirst Corporation	8232844444	02/24/2022	Crthse - Uniforms/Supplies	1111-1220-37-16330	39.00
McCoy's	8872211	02/24/2022	BM - Material	1111-1220-37-16330	5.23
AT&T Corp	1625-2/25/22	02/25/2022	BM - Utilities	1111-1220-37-16503	49.39
Lake Amistad Rentals, Llc.	21884	02/25/2022	BM - Utilities	1111-1220-37-16503	40.00
Florentino Almeda	4014	02/25/2022	BM - Supplies	1111-1220-37-16330	41.16
Val Verde County	793	02/25/2022	BM - Towels/Tissue	1111-1220-37-16330	149.76
Val Verde County	793	02/25/2022	BM - Towels/Tissue	1111-1220-37-16330	119.64
McCoy's	8872250	02/25/2022	BM - Material	1111-1220-37-16330	14.24
Del Rio Welders Equip.	D687210	02/25/2022	BM - Cylinder Rental	1111-1220-37-16330	16.11
Charter Communications Holdi...	0219096022622	02/26/2022	Sheriff - Internet	1111-1220-37-16503	1,688.65
Home Depot Dept 32-2540929...	68320009731415	02/27/2022	BM - Material	1111-1220-37-16330	64.59
Red River Waste Solutions	000655506	02/28/2022	BM - Utilities	1111-1220-37-16503	207.20
Emilio Ruiz	282631	02/28/2022	BM - Tire Rprs	1111-1220-37-16520	15.00
Russell True Value	481757	02/28/2022	BM - Supplies	1111-1220-37-16330	2.99
AT&T Corp	8811-02/28/22	02/28/2022	BM - Utilities	1111-1220-37-16503	48.03
De La Paz Cleaning and Rental S...	00510	03/01/2022	BM - Janitorial Services	1111-1220-37-16480	4,600.00
Charter Communications Holdi...	0076316030122	03/01/2022	Dist Clerk - Internet	1111-1220-37-16503	130.66
Big Bend Telephone Co.	10483264	03/01/2022	BM - Utilities	1111-1220-37-16503	367.16
Amazon.com LLC	176Y-QDP6-TRMT	03/01/2022	BM - Supplies	1111-1220-37-16330	25.98
Sentry Security Service	258056	03/01/2022	BM - Monitoring Svc	1111-1220-37-16480	140.50
Sentry Security Service	258057	03/01/2022	BM - Fire Monitoring Svc	1111-1220-37-16480	260.00
T.J. Moore Lumber	528558	03/01/2022	BM - Material	1111-1220-37-16330	27.93
T.J. Moore Lumber	528581	03/01/2022	BM - Material	1111-1220-37-16330	25.29
Val Verde County	794	03/01/2022	BM - Towels/Tissue	1111-1220-37-16330	49.92
Val Verde County	794	03/01/2022	BM - Towels/Tissue	1111-1220-37-16330	39.88
Unifirst Corporation	8232845033	03/01/2022	BM - Uniforms	1111-1220-37-16330	76.62
Unifirst Corporation	8232845034	03/01/2022	Co Agent - Uniforms/Supplies	1111-1220-37-16330	25.92
McCoy's	8872314	03/01/2022	BM - Material	1111-1220-37-16330	19.94
Charter Communications Holdi...	0177930030222	03/02/2022	Fire - Internet	1111-1220-37-16503	135.69
Charter Communications Holdi...	0527144030222	03/02/2022	Vet - Internet	1111-1220-37-16503	120.61
Charter Communications Holdi...	074261801030222	03/02/2022	BM - Utilities	1111-1220-37-16503	274.96
Charter Communications Holdi...	0538612030322	03/03/2022	Lib - Internet	1111-1220-37-16503	2,251.76
Russell True Value	481883	03/03/2022	BM - Supplies	1111-1220-37-16330	10.48
T.J. Moore Lumber	528747	03/03/2022	BM - Material	1111-1220-37-16330	4.32
Unifirst Corporation	8232845363	03/03/2022	Lib - Uniforms/Supplies	1111-1220-37-16330	51.78
Unifirst Corporation	8232845364	03/03/2022	Juv - Supplies	1111-1220-37-16330	27.53
Unifirst Corporation	8232845365	03/03/2022	Crthse - Uniforms/Supplies	1111-1220-37-16330	39.00
Rio Grande Electric Inc.	03/04/2022	03/04/2022	BM - Utilities	1111-1220-37-16503	361.56
Val Verde County	796	03/04/2022	BM - Lights	1111-1220-37-16330	18.30
Unifirst Corporation	8232845585	03/04/2022	CAB - Supplies	1111-1220-37-16330	15.62
McCoy's	8872392	03/04/2022	BM - Material	1111-1220-37-16330	55.53

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T.J. Moore Lumber	528968	03/07/2022	BM - Material	1111-1220-37-16330	14.57
T.J. Moore Lumber	528975	03/07/2022	BM - Material	1111-1220-37-16330	2.79
T.J. Moore Lumber	528993	03/07/2022	BM - Material	1111-1220-37-16330	4.23
McCoy's	8872450	03/07/2022	BM - Material	1111-1220-37-16330	16.66
T.J. Moore Lumber	529107	03/08/2022	BM - Material	1111-1220-37-16330	40.69
T.J. Moore Lumber	529112	03/08/2022	BM - Material	1111-1220-37-16330	6.21
T.J. Moore Lumber	529115	03/08/2022	BM - Material	1111-1220-37-16330	20.61
Pro Auto Supply	539319	03/08/2022	BM - Parts	1111-1220-37-16520	99.60
Pro Auto Supply	539397	03/08/2022	BM - Parts	1111-1220-37-16520	15.00
Unifirst Corporation	8232845930	03/08/2022	BM - Uniforms	1111-1220-37-16330	76.62
Unifirst Corporation	8232845931	03/08/2022	Co Agent - Uniforms/Supplies	1111-1220-37-16330	25.92
McCoy's	8872478	03/08/2022	BM - Material	1111-1220-37-16330	84.55
Russell True Value	482019	03/09/2022	BM - Couplings	1111-1220-37-16330	359.96
Department 1220 - Parks & Building Maintenance Total:					41,071.48

Department: 1221 - Sheriff

Motorola Solutions	1187068823	01/10/2022	Sheriff - Cap Exp - Equipment	1111-1221-33-16400	6,000.00
Motorola Solutions	1187068823	01/10/2022	Sheriff - Cap Exp - Equipment	1111-1221-33-16400	2,250.00
Motorola Solutions	1187068823	01/10/2022	Sheriff - Cap Exp - Equipment	1111-1221-33-16400	8,111.00
Card Service Center	2316-13.18	01/27/2022	Sheriff - Meals	1111-1221-33-17061	13.18
Card Service Center	2316-14.00	01/27/2022	Sheriff - Fuel	1111-1221-33-17061	14.00
Card Service Center	0641-10.21	02/02/2022	Sheriff - Fingerprints	1111-1221-33-16600	10.21
Card Service Center	0032-121.00	02/03/2022	Sheriff - Fingerprints	1111-1221-33-16600	121.00
Card Service Center	2464-37.38	02/04/2022	Sheriff - Fuel	1111-1221-33-17061	37.38
Card Service Center	2464-63.14-1	02/04/2022	Sheriff - Fuel	1111-1221-33-17061	63.14
Card Service Center	2464-52.31	02/11/2022	Sheriff - Fuel	1111-1221-33-17061	52.31
Card Service Center	2464-114.14	02/16/2022	Sheriff - Hotel	1111-1221-33-17061	114.14
Card Service Center	2464-114.14-1	02/16/2022	Sheriff - Hotel	1111-1221-33-17061	114.14
Card Service Center	2464-53.26	02/16/2022	Sheriff - Fuel	1111-1221-33-17061	53.26
Card Service Center	2621-38.06	02/16/2022	Sheriff - Meals	1111-1221-33-17061	38.06
Card Service Center	2464-54.50	02/17/2022	Sheriff - Fuel	1111-1221-33-17061	54.50
Card Service Center	2852-62.64	02/17/2022	Sheriff - Fuel	1111-1221-33-17061	62.64
Advanced Auto Parts	6666204872099	02/17/2022	Sheriff - Parts	1111-1221-33-17061	21.34
Pico Propane Operating	06776740-I	02/18/2022	Sheriff - Fuel	1111-1221-33-17061	1,722.50
Pico Propane Operating	06776742-I	02/18/2022	Sheriff - Fuel	1111-1221-33-17061	3,395.00
Quill Corporation	23209468	02/18/2022	Sheriff - Office	1111-1221-33-16600	17.99
Texas Gang Investigators Associ...	7194	02/18/2022	Sheriff - Reg Fee	1720-1221-33-16000	325.00
Card Service Center	2464-58.50	02/21/2022	Sheriff - Fuel	1111-1221-33-17061	58.50
O'Reilly Auto Parts	0568-118516	02/22/2022	Sheriff - Parts	1111-1221-33-17061	14.95
Amazon.com LLC	1PHY-X4RY-JPFV	02/22/2022	Sheriff - Supplies	1111-1221-33-16600	6.97
Amazon.com LLC	1PHY-X4RY-JPFV	02/22/2022	Sheriff - Supplies	1111-1221-33-16600	5.99
Amazon.com LLC	1PHY-X4RY-JPFV	02/22/2022	Sheriff - Supplies	1111-1221-33-16600	49.99
Amazon.com LLC	1PHY-X4RY-JPFV	02/22/2022	Sheriff - Supplies	1111-1221-33-16600	49.38
Amazon.com LLC	1PHY-X4RY-JPFV	02/22/2022	Sheriff - Supplies	1111-1221-33-16600	42.13
Amazon.com LLC	1PHY-X4RY-JPFV	02/22/2022	Sheriff - Supplies	1111-1221-33-16600	18.32
Card Service Center	2886-60.14	02/23/2022	Sheriff - Fuel	1111-1221-33-17061	60.14
Card Service Center	0295-53.64	02/24/2022	Sheriff - Meals	1111-1221-33-17061	53.64
Pico Propane Operating	06779034-I	02/24/2022	Sheriff - Fuel	1111-1221-33-17061	5,198.25
Discount Auto Glass	10420	02/24/2022	Sheriff - Tint	1111-1221-33-16600	225.00
Quill Corporation	23346105	02/24/2022	Sheriff - Office	1111-1221-33-16600	44.22
Pitney Bowes Inc.	3315249773	02/24/2022	Sheriff - Postage Meter	1111-1221-33-16600	408.99
FedEx	7-671-99721	02/24/2022	Sheriff - Express Srvc	1111-1221-33-16600	23.20
Southern Computer Warehouse	INV00727956	02/24/2022	Sheriff - Image Unit	1111-1221-33-16600	515.98
Home Depot Dept 32-2540929...	1624911	02/25/2022	Sheriff - Material	1111-1221-33-16600	141.75
Ralph's Body Shop	3017	02/25/2022	Sheriff - Unit 6 Rprs	1111-1221-33-17061	710.40
Ralph's Body Shop	3017	02/25/2022	Sheriff - Unit 6 Rprs	1111-1221-33-17061	7,858.59
Ralph's Body Shop	3017	02/25/2022	Sheriff - Unit 6 Rprs	1111-1221-33-17061	3,795.49
Dixie Flag Company	0042509-IN	02/28/2022	Sheriff - Flags	1111-1221-33-16600	399.96
Dixie Flag Company	0042509-IN	02/28/2022	Sheriff - Flags	1111-1221-33-16600	447.58
The DIRECTV Group, Inc	056874643X220228	02/28/2022	Sheriff - Satellite Svc	1111-1221-33-16600	93.24
Thompson Tire Center	0039907	03/01/2022	Sheriff - Tire Rprs	1111-1221-33-17061	12.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ralph's Body Shop	3018	03/02/2022	Sheriff - Headlamp	1111-1221-33-17061	245.98
De La Paz Cleaning and Rental S...	00513	03/03/2022	Sheriff - Supplies	1111-1221-33-16600	25.75
De La Paz Cleaning and Rental S...	00513	03/03/2022	Sheriff - Supplies	1111-1221-33-16600	18.00
De La Paz Cleaning and Rental S...	00513	03/03/2022	Sheriff - Supplies	1111-1221-33-16600	26.40
Bowlin's Ten Minute	5565	03/03/2022	Sheriff - Inspection	1111-1221-33-17061	7.00
Advanced Auto Parts	6666206240403	03/03/2022	Sheriff - Batteries	1111-1221-33-17061	233.14
Val Verde County Tax A/C- Auto	DLKCUGZXYA90X	03/03/2022	Sheriff - Inspection	1111-1221-33-17061	7.50
Capital One, N.A.	06445	03/04/2022	Sheriff - Supplies	1111-1221-33-16600	92.99
Pico Propane Operating	06781380-I	03/04/2022	Sheriff - Fuel	1111-1221-33-17061	3,491.83
Logical Decisions Inc.	46444	03/04/2022	Sheriff - Supplies	1111-1221-33-16600	350.42
Logical Decisions Inc.	46444	03/04/2022	Sheriff - Supplies	1111-1221-33-16600	592.46
Logical Decisions Inc.	46444	03/04/2022	Sheriff - Supplies	1111-1221-33-16600	448.89
Logical Decisions Inc.	46444	03/04/2022	Sheriff - Supplies	1111-1221-33-16600	819.72
Logical Decisions Inc.	46444	03/04/2022	Sheriff - Supplies	1111-1221-33-16600	10,768.51
Logical Decisions Inc.	46444	03/04/2022	Sheriff - Supplies	1111-1221-33-16600	120.00
Logical Decisions Inc.	46444	03/04/2022	Sheriff - Supplies	1111-1221-33-16600	9,200.00
Bowlin's Ten Minute	5566	03/04/2022	Sheriff - Inspection	1111-1221-33-17061	7.00
Bowlin's Ten Minute	5567	03/04/2022	Sheriff - Inspection	1111-1221-33-17061	7.00
Val Verde County Tax A/C- Auto	8KK6UB0WW990Y	03/04/2022	Sheriff - Inspection	1111-1221-33-17061	7.50
Val Verde County Tax A/C- Auto	ADKHUC00WDF0Y	03/04/2022	Sheriff - Inspection	1111-1221-33-17061	7.50
Fleetcor Technologies	NP61720288-1	03/04/2022	Sheriff - Fuel	1111-1221-33-17061	25.31
O'Reilly Auto Parts	0568-122453	03/08/2022	Sheriff - Parts	1111-1221-33-17061	59.94
Carlos D. Villarreal	1031	03/08/2022	Sheriff - Mount/Balance	1111-1221-33-17061	25.00
Department 1221 - Sheriff Total:					69,413.29

Department: 1223 - Other County Expenditures

Vista Solutions Group	11091	11/29/2021	Cont - Crthse Annual Support	1111-1223-30-16820	4,740.60
Melody's Southwest Consortium	205011	12/01/2021	HR - Drug Screens	1111-1223-30-16820	260.00
David C Cowan	2020-0026-CCL-2	12/15/2021	CCL - CPS - Cowan - C	1111-1223-31-16780	328.00
Leana Sue Baggett Talbott	1187	01/24/2022	63rd - Expert Witness	1111-1223-31-16780	1,200.00
Card Service Center	0032-399.96	01/28/2022	Public Notice	1111-1223-30-16740	300.96
Card Service Center	0032-399.96	01/28/2022	Public Notice	1111-1223-30-16740	99.00
Mayfield Paper Co.	3035593	01/28/2022	Invtry - Towels/Tissue	1111-1223-30-16510	997.00
Mayfield Paper Co.	3035593	01/28/2022	Invtry - Towels/Tissue	1111-1223-30-16510	349.44
Melody's Southwest Consortium	206250	01/31/2022	HR - Drug Screens	1111-1223-30-16820	90.00
Kerr County Clerk	MHT22-011	02/02/2022	Emergency Detention - Munoz	1111-1223-35-16650	457.50
Business Information Systems I...	85591-1	02/07/2022	Comp Maint - BIS Upgrade	1111-1223-30-16414	1,767.25
Mayfield Paper Co.	3042125	02/11/2022	Invtry - Towels/Tissue	1111-1223-30-16510	449.28
Law Office of Priscilla Chacon	14378CR-1	02/15/2022	63rd - Felony - Chacon	1111-1223-31-16780	400.00
Law Offices of Ricardo E. Calder...	2020-0190-CR	02/18/2022	63rd - Felony - Calderon	1111-1223-31-16780	600.00
Law Offices of Ricardo E. Calder...	2020-0238-CR	02/18/2022	63rd - Felony - Calderon	1111-1223-31-16780	600.00
Law Offices of Ricardo E. Calder...	2021-0152-CR	02/18/2022	63rd - Felony - Calderon	1111-1223-31-16780	600.00
Luis De Los Santos	2021-0223-CR	02/18/2022	83rd - Not Filed - De Los Santos	1111-1223-31-16780	200.00
Luis De Los Santos	2021-0224-CR	02/18/2022	83rd - Felony - De Los Santos	1111-1223-31-16780	750.00
Susan D. Reed	2/20/22	02/20/2022	63rd - Visiting Judge	1111-1223-31-16780	202.79
Business Information Systems I...	85591-2	02/22/2022	Comp Maint - BIS Upgrade	1111-1223-30-16414	16,800.00
Andrea Casares	2021-0306-CR	02/24/2022	63rd - Felony - Casares	1111-1223-31-16780	600.00
GCS Technologies Inc.	CW75372	02/25/2022	Comp Maint - License Renewal	1111-1223-30-16414	3,468.00
Webb County Treasury	M.E.21-1366	02/26/2022	Autopsy - Rivera	1111-1223-30-16760	1,700.00
Webb County Treasury	M.E.21-1435	02/26/2022	Autopsy - Prentice	1111-1223-30-16760	1,700.00
Ortiz & Ortiz, Pc	12393CR	02/27/2022	63rd - Felony - Ortiz	1111-1223-31-16780	450.00
Andrea Casares	2020-0184-CR	02/27/2022	63rd - Felony - Casares	1111-1223-31-16780	600.00
Ortiz & Ortiz, Pc	2021-0030-CR	02/27/2022	63rd - Felony - Ortiz	1111-1223-31-16780	600.00
Ortiz & Ortiz, Pc	2021-0088-CR	02/27/2022	63rd - Felony - Ortiz	1111-1223-31-16780	750.00
Ortiz & Ortiz, Pc	2021-0101-CR	02/27/2022	63rd - Felony - Ortiz	1111-1223-31-16780	400.00
Gary A. Villarreal	2021-0117-CR	02/27/2022	83rd - Felony - Villarreal	1111-1223-31-16780	650.00
Gary A. Villarreal	2021-0212-CR	02/27/2022	63rd - Felony - Villarreal	1111-1223-31-16780	600.00
Law Offices of Ricardo E. Calder...	2021-0293-CR	02/27/2022	83rd - Felony - Calderon	1111-1223-31-16780	650.00
Jose M. Faz	02/28/2022	02/28/2022	CCL - Interpreter	1111-1223-31-16780	3,600.00
Texas Wildlife Damage	253503	02/28/2022	Trappers Salary	1111-1223-30-16770	2,083.33
GCS Technologies Inc.	CW75482	02/28/2022	Comp Maint - Billable Svcs	1111-1223-30-16414	921.88

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Andrea Casares	J-21-10-1	03/01/2022	CCL - Juv - Casares	1111-1223-31-16780	100.00
Ortiz & Ortiz, Pc	J-21-28	03/01/2022	CCL - Juv - Ortiz	1111-1223-31-16780	550.00
Francisco & Romelia Mondragon	03/02/2022	03/02/2022	Cont - Braddie Lowe Estate	1111-1223-30-16820	2,812.86
Omar A Fuentes	2020-0017-CCL	03/03/2022	CCL - CPS' - Fuentes - CC	1111-1223-31-16780	1,542.00
Guadalupe R. Rodriguez	J-21-35	03/03/2022	CCL - Juv - Rodriguez	1111-1223-31-16780	500.00
Guadalupe R. Rodriguez	J-21-36	03/03/2022	CCL - Juv - Rodriguez	1111-1223-31-16780	175.00
Val Verde Loaves & Fishes	03/04/2022	03/04/2022	March Allocation	1111-1223-35-17020	1,500.00
GCS Technologies Inc.	CW75557	03/08/2022	Comp Maint - Licenses	1111-1223-30-16414	1,390.00
GCS Technologies Inc.	CW75557	03/08/2022	Comp Maint - Licenses	1111-1223-30-16414	400.00
GCS Technologies Inc.	CW75557	03/08/2022	Comp Maint - Licenses	1111-1223-30-16414	518.00
GCS Technologies Inc.	CW75557	03/08/2022	Comp Maint - Licenses	1111-1223-30-16414	888.00
GCS Technologies Inc.	CW75557	03/08/2022	Comp Maint - Licenses	1111-1223-30-16414	822.00
GCS Technologies Inc.	CW75557	03/08/2022	Comp Maint - Licenses	1111-1223-30-16414	810.00
GCS Technologies Inc.	CW75557	03/08/2022	Comp Maint - Licenses	1111-1223-30-16414	745.50
Department 1223 - Other County Expenditures Total:					62,718.39
Department: 1224 - Road & Bridge					
Card Service Center	0032-119.99	01/25/2022	Comm Offc - Subscription	1222-1224-34-16000	119.99
Card Service Center	0032-65.17	01/28/2022	Comm Offc - Picture Frame	1222-1224-34-16000	65.17
Val Verde County	792	02/14/2022	Comm Offc - Copy Paper	1222-1224-34-16000	73.76
Quill Corporation	23177131	02/17/2022	Comm Offc - Office	1222-1224-34-16000	47.59
Quill Corporation	23177131	02/17/2022	Comm Offc - Office	1222-1224-34-16000	16.55
Quill Corporation	23177131	02/17/2022	Comm Offc - Office	1222-1224-34-16000	13.72
Quill Corporation	23216073	02/21/2022	Comm Offc - Office	1222-1224-34-16000	28.52
Quill Corporation	23251424	02/22/2022	Comm Offc - Office	1222-1224-34-16000	23.79
ROMCO, Inc.	103143830	02/25/2022	Pct 1/2/3 - Maint Agreement	1222-1224-34-16300	5,000.00
Val Verde County Payroll Cleari...	3/18/2022-1	03/16/2022	Payroll Transfer	1222-1224-41-16005	54,866.56
Department 1224 - Road & Bridge Total:					60,255.65
Department: 1225 - Road & Bridge Precinct 1					
AT&T Mobility	287297574983X02272022	02/19/2022	Pct 1 - Data Plan	1222-1225-34-17000	92.60
ROMCO, Inc.	103143830	02/25/2022	Pct 1/2/3 - Maint Agreement	1222-1225-34-17000	5,041.66
Del Rio Welders Equip.	D687210-1	02/25/2022	Pct 1 - Cylinder Rental	1222-1225-34-17000	16.11
Efrain V Cervantes	180-1963566	02/28/2022	Pct 1 - Windshield Maint	1222-1225-34-17000	120.00
S & S Ranch Services	2/28/2022	02/28/2022	Pct 1 - Cedar Post	1222-1225-34-17000	1,700.00
Russell True Value	481761	02/28/2022	Pct 1 - Supplies	1222-1225-34-17000	61.47
Unifirst Corporation	8232844840	02/28/2022	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	43.39
Ewald Kubota Inc.	3251764	03/01/2022	Pct 1 - Fuel Cap	1222-1225-34-17000	104.04
Edgar Hernandez	03/03/2022	03/03/2022	Pct 1 - Meals	1222-1225-34-16200	28.00
Miguel Cedillo	3/3/2022	03/03/2022	Pct 1 - Meals	1222-1225-34-16200	28.00
Fleetcor Technologies	NP61720288	03/04/2022	Pct 1 - Fuel	1222-1225-34-17000	229.51
Fleetcor Technologies	NP61720288	03/04/2022	Pct 1 - Fuel	1222-1225-34-17000	1,473.64
Unifirst Corporation	8232845749	03/07/2022	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	43.39
Department 1225 - Road & Bridge Precinct 1 Total:					8,981.81
Department: 1226 - Road & Bridge Precinct 2					
Baker Ranch Outdoor Power Eq...	22342	02/15/2022	Pct 2 - Compressor Rprs	1222-1226-34-17000	94.74
American Tire Distributors	S163715060	02/16/2022	Pct 2 - Freightliner Tire	1222-1226-34-17000	402.73
Anastacio Melchor	02/23/2022	02/23/2022	Pct 2 - Meals	1222-1226-34-16200	28.00
David Medina	02/23/2022	02/23/2022	Pct 2 - Meals	1222-1226-34-16200	28.00
Pico Propane Operating	06778083-I	02/23/2022	Pct 2 - Fuel	1222-1226-34-17000	70.00
City of Del Rio	368481	02/23/2022	Pct 2 - Landfill	1222-1226-34-17000	6.30
Custom Products Corporation	366073	02/24/2022	Pct 2 - Paint	1222-1226-34-17000	829.61
ROMCO, Inc.	103143830	02/25/2022	Pct 1/2/3 - Maint Agreement	1222-1226-34-17000	5,041.67
Del Rio Welders Equip.	D687210-1	02/25/2022	Pct 2 - Cylinder Rental	1222-1226-34-17000	16.11
Tractor Supply Co.Dept. 30-120...	462660	02/28/2022	Pct 2 - Supplies	1222-1226-34-17000	47.99
Russell True Value	481751	02/28/2022	Pct 2 - Supplies	1222-1226-34-17000	14.45
Home Depot Dept 32-2540929...	8014562	02/28/2022	Pct 2 - Material	1222-1226-34-17000	192.40
Unifirst Corporation	8232844841	02/28/2022	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	50.10
Del Rio Welders Equip.	D688791	03/01/2022	Pct 2 - Supplies	1222-1226-34-17000	629.95
Tractor Supply Co.Dept. 30-120...	463278	03/03/2022	Pct 2 - Supplies	1222-1226-34-17000	154.74
Villarreal Express Lube	7370	03/03/2022	Pct 2 - Oil Change	1222-1226-34-17000	115.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Russell True Value	481968	03/07/2022	Pct 2 - Supplies	1222-1226-34-17000	2.99
Sherwin Williams	6512-0	03/07/2022	Pct 2 - Paint	1222-1226-34-17000	226.80
Unifirst Corporation	8232845750	03/07/2022	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	50.10
City of Del Rio	369976	03/09/2022	Pct 2 - Landfill	1222-1226-34-17000	54.90
Tractor Supply Co.Dept. 30-120...	464147	03/09/2022	Pct 2 - Supplies	1222-1226-34-17000	15.98
Department 1226 - Road & Bridge Precinct 2 Total:					8,073.51
Department: 1227 - Road & Bridge Precinct 3					
Unifirst Corporation	8232844100	02/22/2022	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	51.53
O'Reilly Auto Parts	0568-118945	02/23/2022	Pct 3 - Parts	1222-1227-34-17000	90.94
ROMCO, Inc.	103143830	02/25/2022	Pct 1/2/3 - Maint Agreement	1222-1227-34-17000	5,041.67
Del Rio Welders Equip.	D687210-1	02/25/2022	Pct 3 - Cylinder Rental	1222-1227-34-17000	16.11
Wilson & Wilson Management, ...	19183	02/28/2022	Pct 3 - Dumpster Svc	1222-1227-34-17000	55.00
Pro Auto Supply	538392	02/28/2022	Pct 3 - Parts	1222-1227-34-17000	23.93
Unifirst Corporation	8232845032	03/01/2022	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	51.53
Holt Company of Texas	PIMS0839197	03/02/2022	Pct 3 - Parts	1222-1227-34-17000	169.73
O'Reilly Auto Parts	0568-122513	03/08/2022	Pct 3 - Parts	1222-1227-34-17000	27.98
O'Reilly Auto Parts	0568-122523	03/08/2022	Pct 3 - Parts	1222-1227-34-17000	27.98
Pro Auto Supply	539392	03/08/2022	Pct 3 - Parts	1222-1227-34-17000	22.84
Unifirst Corporation	8232845929	03/08/2022	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	51.53
Alvaro's Auto Sale	366739	03/09/2022	Pct 3 - Repairs	1222-1227-34-17000	585.28
Pro Auto Supply	539444	03/09/2022	Pct 3 - Parts	1222-1227-34-17000	251.38
Department 1227 - Road & Bridge Precinct 3 Total:					6,467.43
Department: 1228 - Road & Bridge Precinct 4					
Salvador Espinoza	1/26/2022	01/26/2022	Pct 4 - Meals	1222-1228-34-16200	28.00
Salvador Espinoza	2/16/2022	02/16/2022	Pct 4 - Meals	1222-1228-34-16200	28.00
Quill Corporation	23159821	02/17/2022	Pct 4 - Office	1222-1228-34-17000	26.34
Russell True Value	481519	02/17/2022	Pct 4 - Supplies	1222-1228-34-17000	39.98
Quill Corporation	23208048	02/18/2022	Pct 4 - Office	1222-1228-34-17000	6.86
Jonathan D Rodriguez	02/23/2022	02/23/2022	Pct 4 - Meals	1222-1228-34-16200	28.00
Gilbert Salinas	02/23/2022	02/23/2022	Pct 4 - Dump Truck Rprs	1222-1228-34-17000	1,140.47
Roberto Vega	2/23/2022	02/23/2022	Pct 4 - Meals	1222-1228-34-16200	28.00
Pro Auto Supply	538017	02/23/2022	Pct 4 - Parts	1222-1228-34-17000	74.34
Pico Propane Operating	06779033-I	02/24/2022	Pct 4 - Fuel	1222-1228-34-17000	3,615.36
Unifirst Corporation	8232844445	02/24/2022	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	58.78
Del Rio Welders Equip.	D688694	02/24/2022	Pct 4 - Supplies	1222-1228-34-17000	121.24
Custom Products Corporation	366190	02/25/2022	Pct 4 - Signs	1222-1228-34-17000	1,455.96
Custom Products Corporation	366190	02/25/2022	Pct 4 - Signs	1222-1228-34-17000	1,227.16
Custom Products Corporation	366190	02/25/2022	Pct 4 - Signs	1222-1228-34-17000	2,219.16
Custom Products Corporation	366190	02/25/2022	Pct 4 - Signs	1222-1228-34-17000	53.24
Del Rio Welders Equip.	D687210-1	02/25/2022	Pct 4 - Cylinder Rental	1222-1228-34-17000	16.11
Red River Waste Solutions	000655506-2	02/28/2022	Pct 4 - Trash P/U	1222-1228-34-17000	509.60
Vulcan Materials Co.	62427340	02/28/2022	Pct 4 - LRA TY 1 CC Plus	1222-1228-34-17160	18,926.68
Unifirst Corporation	8232845366	03/03/2022	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	118.18
Val Verde County Tax A/C- Auto	1EM8S55RY443B	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.50
Val Verde County Tax A/C- Auto	5FN2R36S45639	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.50
Villarreal Express Lube	7298	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.00
Villarreal Express Lube	7299	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.00
Villarreal Express Lube	7300	03/07/2022	Pct 4 - Inspection/Oil Chng	1222-1228-34-17000	316.95
Villarreal Express Lube	7301	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.00
Villarreal Express Lube	7302	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.00
Villarreal Express Lube	7303	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.00
Val Verde County Tax A/C- Auto	7LM7S85X6A934	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.50
Val Verde County Tax A/C- Auto	9HNBR66U7773C	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.50
Val Verde County Tax A/C- Auto	CNMGSG5Z0CA38	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.50
Val Verde County Tax A/C- Auto	FMMDSH5Y3B83Y	03/07/2022	Pct 4 - Inspection	1222-1228-34-17000	7.50
Salvador Espinoza	3/8/2022	03/08/2022	Pct 4 - Meals	1222-1228-34-16200	28.00
Department 1228 - Road & Bridge Precinct 4 Total:					30,146.41
Department: 1230 - 83rd District Court					
Thomson Reuter - West	6146161594-1	01/28/2022	83rd - Book	1111-1230-31-16000	447.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Xerox	015553993	02/04/2022	83rd - Prints	1111-1230-31-16000	27.32
Xerox	015553993	02/04/2022	83rd - Copier	1111-1230-31-16415	183.84
Cannon Graphics	19399	02/23/2022	83rd - Envelopes	1111-1230-31-16000	313.31
Pitney Bowes Inc.	3315251720	02/24/2022	83rd - Postage Meter	1111-1230-31-16000	182.61
Department 1230 - 83rd District Court Total:					1,154.08
Department: 1231 - Risk Management					
T.J. Moore Lumber	528367	02/25/2022	RM - Material	1111-1231-30-16000	38.79
Advanced Auto Parts	6666206040283	03/01/2022	RM - Battery	1111-1231-30-17061	116.57
Fleetcor Technologies	NP61720288-1	03/04/2022	RM - Fuel	1111-1231-30-17061	112.51
FNL Money Investment LLC	95976	03/08/2022	RM - Tire Rprs	1111-1231-30-17061	12.50
Department 1231 - Risk Management Total:					280.37
Department: 1232 - General Fund Revenue					
Linebarger Goggan Blair & Sam...	12/31/2021-1	02/25/2022	JP 1 - Collection Fees	1111-1232-06-14100	1,566.70
Linebarger Goggan Blair & Sam...	12/31/2021-2	02/25/2022	JP 2 - Collection Fees	1111-1232-06-14110	326.64
Linebarger Goggan Blair & Sam...	12/31/2021-4	02/25/2022	JP 4 - Collection Fees	1111-1232-06-14130	600.48
Department 1232 - General Fund Revenue Total:					2,493.82
Department: 1247 - Community Center					
Fleetcor Technologies	NP61720288-1	03/04/2022	Comm Cntr - Fuel	1111-1247-37-16201	30.66
Fleetcor Technologies	NP61720288-1	03/04/2022	Comm Cntr - Fuel	1111-1247-37-16201	23.83
Department 1247 - Community Center Total:					54.49
Department: 1248 - Human Resources					
Card Service Center	1193-214.50	02/09/2022	HR - Hotel	1111-1248-30-16200	214.50
Card Service Center	1193-214.50-1	02/09/2022	HR - Hotel	1111-1248-30-16200	214.50
Quill Corporation	23313393	02/23/2022	HR - Office	1111-1248-30-16000	0.50
Quill Corporation	23313393	02/23/2022	HR - Office	1111-1248-30-16000	78.19
Quill Corporation	23313393	02/23/2022	HR - Office	1111-1248-30-16000	14.15
Quill Corporation	23313393	02/23/2022	HR - Office	1111-1248-30-16000	6.86
Quill Corporation	23355219	02/25/2022	HR - Office	1111-1248-30-16000	19.95
Department 1248 - Human Resources Total:					548.65
Department: 1250 - District Attorney					
Dell Marketing L.P.	10564594583	02/28/2022	DA - Cap Exp - Equipment	1111-1250-31-16009	290.00
Dell Marketing L.P.	10564594583	02/28/2022	DA - Cap Exp - Equipment	1111-1250-31-16009	76.00
Dell Marketing L.P.	10564594583	02/28/2022	DA - Cap Exp - Equipment	1111-1250-31-16009	25.00
LexisNexis	3093735391	02/28/2022	DA - Subscription	1111-1250-31-16001	252.00
McCoy's	8872279	02/28/2022	DA - Material	1111-1250-31-16001	98.78
McCoy's	8872284	02/28/2022	DA - Material	1111-1250-31-16001	17.26
TransUnion Risk and Alternative...	308409-202202-1	03/01/2022	DA - Subscription	1111-1250-31-16001	75.00
Texas Commission on Law Enfor...	315582	03/07/2022	DA - Sep of License	1111-1250-31-16001	35.00
Texas Commission on Law Enfor...	5306	03/07/2022	DA - App Fee	1111-1250-31-16001	35.00
TechShare Local Government C...	102251	03/11/2022	DA - Agreement	1712-1250-40-16400	30,100.00
Department 1250 - District Attorney Total:					31,004.04
Department: 1300 - Non-Departmental Expense					
Texas Workforce Commission	12/31/2021	03/03/2022	Insurance	1111-1300-30-17265	10,142.59
Val Verde County Payroll Cleari...	3/18/2022	03/16/2022	Payroll Transfer	1111-1300-41-17510	482,593.76
Department 1300 - Non-Departmental Expense Total:					492,736.35
Department: 3900 - Court Costs					
Val Verde County Court House ...	01/31/2022-1	01/31/2022	JP 1 - Crthse Sec Fees	3999-3900-00-16000	157.53
Val Verde County Special Reven...	01/31/2022-1	01/31/2022	JP 1 - Tech Fund	3999-3900-00-16000	179.20
Val Verde County Court House ...	01/31/2022-1	01/31/2022	JP 1 - Crthse Sec Fees	3999-3900-00-16000	51.11
Val Verde County	01/31/2022-1	01/31/2022	JP 1 - County Fees	3999-3900-00-16000	7,310.35
Department 3900 - Court Costs Total:					7,698.19
Department: 4444 - 4444					
Washington National Ins Co	P2198911	02/02/2022	Insurance	1444-4444-31-12070	6,084.59
Texas County & District Retirem...	INV0006829	03/04/2022	Retirement (County)	1444-4444-30-12130	87,515.15
Department 4444 - 4444 Total:					93,599.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 9111 - Emergency					
Home Depot Dept 32-2540929...	8625189	02/28/2022	Co Judge - COVID 19 - Disinfect...	1111-9111-33-01200	497.00
Department 9111 - Emergency Total:					497.00
Grand Total:					1,100,857.45

Fund Summary

Fund	Expense Amount
1111 - General Fund	754,497.82
1222 - Balance Road & Bridge	113,924.81
1444 - Payroll Clearing County	93,599.74
1708 - Records Archive - County Clerk	28,300.00
1709 - Management & Preservation - County Clerk	2,025.15
1712 - State Forfeiture - DA	30,100.00
1720 - LEOSE - Sheriff	325.00
1725 - Court House Security Fund	48.50
1727 - Law Library.	2,514.46
1732 - DWI Program Fund	35,738.41
1808 - USDA Pens Improvements	20,303.00
1812 - County Projects	4,777.80
2666 - Grants	7,004.57
3999 - JP 1-4 Court Costs	7,698.19
Grand Total:	1,100,857.45

Account Summary

Account Number	Account Name	Expense Amount
1111-1200-30-16000	County Judge - Office Sup...	819.16
1111-1200-30-16200	County Judge - Travel and...	60.43
1111-1201-30-16000	County Clerk - Office Suppl..	928.78
1111-1203-30-16000	Veteran's Office - Office S...	17.28
1111-1203-30-16500	Veteran's Office - Rent	900.00
1111-1203-30-76370	Veterans Office - Mainten...	231.17
1111-1204-31-16000	63rd District Court - Office..	938.82
1111-1204-31-16460	63rd District Court - Jurors	22.38
1111-1204-31-16475	63rd District Court - Copie...	181.55
1111-1205-31-16000	District Clerk - Office Supp...	278.43
1111-1205-31-16210	District Clerk - Storage	75.00
1111-1206-31-16000	Justice of the Peace #1 - O...	129.45
1111-1206-31-16200	Justice of the Peace #1 - T...	11.06
1111-1208-31-16000	Justice of the Peace #3 - O...	88.78
1111-1209-31-16200	Justice of the Peace #4 - T...	12.77
1111-1210-31-16000	Court At Law - Office Supp..	403.36
1111-1210-31-16200	Court At Law - Travel and ...	681.00
1111-1211-31-16000	County Attorney - Office ...	1,668.29
1111-1212-30-16000	County Auditor - Office S...	261.90
1111-1213-30-16000	County Treasurer - Office ...	145.00
1111-1214-30-16000	Tax Assessor Collector - Of..	435.26
1111-1214-30-16200	Tax Assessor Collector - Tr...	542.00
1111-1215-30-16000	IT Department - Office Su...	14.80
1111-1215-30-17061	IT Department - Auto Exp...	76.44
1111-1217-30-16201	County Agent - Fuel	66.76
1111-1217-30-16205	County Agent - Equipment..	136.21
1111-1218-36-16000	County Library - Office Su...	502.96
1111-1218-36-16421	County Library - Copier M...	38.86
1111-1218-36-16680	County Library - Books	3,526.24
1111-1219-33-16000	Rural Fire & EMS - Office ...	1,912.96
1111-1219-33-16480	Rural Fire & EMS - Contrac..	975.00
1111-1219-40-16400	Rural Fire & EMS - Capital...	66,868.76
1111-1220-37-16300	Parks and Building Maint...	162.09
1111-1220-37-16330	Parks and Building Maint...	2,782.12
1111-1220-37-16480	Parks and Building Maint...	5,375.50
1111-1220-37-16503	Parks and Building Maint...	32,607.17
1111-1220-37-16520	Parks and Building Maint...	144.60
1111-1221-33-16400	Sheriff's Department - Cap..	16,361.00
1111-1221-33-16600	Sheriff's Department - Op...	25,085.04

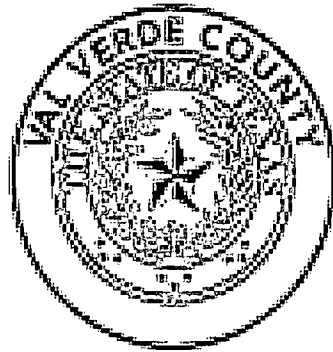
Account Summary

Account Number	Account Name	Expense Amount
1111-1221-33-17061	Sheriff's Department - Au...	27,642.25
1111-1223-30-16414	Other - Computer Mainte...	28,530.63
1111-1223-30-16510	Other - Inventory	1,795.72
1111-1223-30-16740	Other - Advertising	399.96
1111-1223-30-16760	Other - Autopsy and Men...	3,400.00
1111-1223-30-16770	Other - Trappers Salary	2,083.33
1111-1223-30-16820	Other - Contingencies	7,903.46
1111-1223-31-16780	Other - Attorney's Other	16,647.79
1111-1223-35-16650	Other - Hospital	457.50
1111-1223-35-17020	Other - Food Bank	1,500.00
1111-1230-31-16000	83rd District Court - Office..	970.24
1111-1230-31-16415	83rd District Court - Copie...	183.84
1111-1231-30-16000	Risk Management - Office...	38.79
1111-1231-30-17061	Risk Management - Auto ...	241.58
1111-1232-06-14100	Justice of the Peace #1	1,566.70
1111-1232-06-14110	Justice of the Peace #2	326.64
1111-1232-06-14130	Justice of the Peace #4	600.48
1111-1247-37-16201	Community Center - Fuel	54.49
1111-1248-30-16000	Human Resources - Office...	119.65
1111-1248-30-16200	Human Resources - Travel...	429.00
1111-1250-31-16001	District Attorney - Office ...	513.04
1111-1250-31-16009	District Attorney - Capital ...	391.00
1111-1300-30-17265	Non-Departmental - Insur...	10,142.59
1111-1300-41-17510	Transfers to Payroll Cleari...	482,593.76
1111-9111-33-01200	County Judge - COVID - 19	497.00
1222-1224-34-16000	Road and Bridge Office Su...	389.09
1222-1224-34-16300	Road and Bridge - Equipm...	5,000.00
1222-1224-41-16005	Transfer for Payroll	54,866.56
1222-1225-34-16200	Road and Bridge Pct. #1 - ...	56.00
1222-1225-34-17000	Road and Bridge Pct. #1 - ...	8,925.81
1222-1226-34-16200	Road and Bridge Pct. #2 - ...	56.00
1222-1226-34-17000	Road and Bridge Pct. #2 - ...	8,017.51
1222-1227-34-17000	Road and Bridge Pct. #3 - ...	6,467.43
1222-1228-34-16200	Road and Bridge Pct. #4 - ...	140.00
1222-1228-34-17000	Road and Bridge Pct. #4 - ...	11,079.73
1222-1228-34-17160	Road and Bridge Pct. #4 - ...	18,926.68
1444-4444-30-12130	A/P Retirement	87,515.15
1444-4444-31-12070	A/P Insurance	6,084.59
1708-1201-30-16480	County Clerk Recs Archive ..	28,300.00
1709-1201-30-16480	County Clerk Recs Mngmt...	2,025.15
1712-1250-40-16400	State Forfeiture - DA - Cap...	30,100.00
1720-1221-33-16000	LEOSE - Sheriff - Travel n T...	325.00
1725-1111-30-16000	Court House Security Fund..	48.50
1727-1111-31-16000	Law Library - Expenses	2,514.46
1732-1210-31-16000	DWI Program Fund - Expe...	35,738.41
1808-1111-30-16000	USDA Grounds Improvem...	20,303.00
1812-0001-30-18111	Site 11.1 - Fairgrounds - P...	47.90
1812-0004-30-16000	Sheriff Electrical Storm 20...	4,729.90
2666-1089-35-26280	Other/Fuel - Veterans Assi...	805.07
2666-1090-33-26220	HIDTA Amistad Intell 2021...	154.99
2666-1093-31-26360	Border Prosecution Unit 2...	78.54
2666-1094-31-26170	DWI #3527804 - Contract...	4,537.82
2666-1098-31-26100	Border Prosecution Unit -...	331.20
2666-1098-31-26360	Border Prosecution Unit -...	1,096.95
3999-3900-00-16000	JP #1-4 Court Costs - Exp...	7,698.19
Grand Total:		1,100,857.45

Project Account Summary

Project Account Key	Expense Amount
None	1,052,290.20
1210-21/22 Comp Main	18,567.25
1210-21/22 DWI	30,000.00
Grand Total:	<u>1,100,857.45</u>

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TREASURER'S REPORT

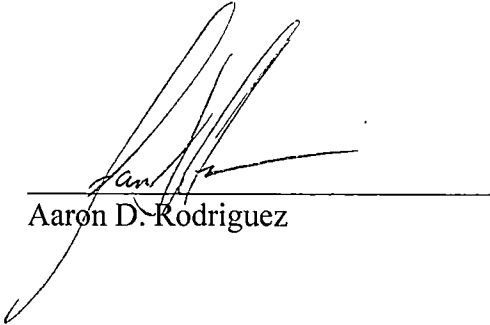
FEBRUARY 2022

AARON D. RODRIGUEZ

COUNTY TREASURER
VAL VERDE COUNTY
509 E. GIBBS ST
DEL RIO, TEXAS 78840
(830) 774-7587

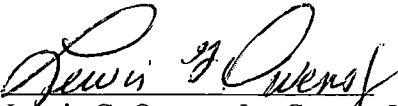
ORDER APPROVING TREASURER'S MONTHLY REPORT

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 February 2022.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 15th day of March, 2022.



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 March 15th, 2022 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for **February 2022**, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 15th day of March, 2022.



HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1



HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3

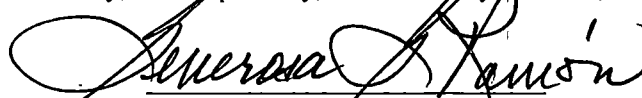

HONORABLE LEWIS G. OWENS, JR.
COUNTY JUDGE

HONORABLE JUAN C. VAZQUEZ
COUNTY COMMISSIONER, PCT. 2



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 15th day of March, 2022.


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK



Val Verde County, TX

Detail Report
Account Summary
Date Range: 02/01/2022 - 02/28/2022

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
<u>1111-1111-00-11020</u>	Cash - Del Rio Bank & Trust Westexan	7,185,285.39	1,688,808.21	5,727,434.55	4,038,626.34	8,874,093.60
<u>1111-1111-00-11031</u>	Cash - Texpool	11.08	0.00	0.00	0.00	11.08
<u>1111-1111-00-11241</u>	Cash - Texas Class	3,131,499.91	0.00	0.00	0.00	3,131,499.91
Total Fund: 1111 - General Fund:		10,316,796.38	1,688,808.21	5,727,434.55	4,038,626.34	12,005,604.59
Fund: 1133 - 2011 SL 179						
<u>1133-1111-00-11160</u>	Cash - SL79	76,059.33	0.58	0.58	0.00	76,059.91
Total Fund: 1133 - 2011 SL 179:		76,059.33	0.58	0.58	0.00	76,059.91
Fund: 1134 - 2014 Library Construction						
<u>1134-1111-00-21115</u>	Cash - Library Construction	158,185.60	-11,433.00	0.00	11,433.00	146,752.60
Total Fund: 1134 - 2014 Library Construction:		158,185.60	-11,433.00	0.00	11,433.00	146,752.60
Fund: 1177 - 2013 Tax Note						
<u>1177-1111-00-11000</u>	Cash - 2013 Tax Note	0.00	0.00	0.00	0.00	0.00
Total Fund: 1177 - 2013 Tax Note :		0.00	0.00	0.00	0.00	0.00
Fund: 1178 - 2016 Tax Note						
<u>1178-1111-00-11000</u>	Cash - 2016 Tax Note	69,388.85	-4,721.15	0.53	4,721.68	64,667.70
Total Fund: 1178 - 2016 Tax Note :		69,388.85	-4,721.15	0.53	4,721.68	64,667.70
Fund: 1222 - Balance Road & Bridge						
<u>1222-1111-00-11241</u>	Cash - Texas Class	2,342.42	0.00	0.00	0.00	2,342.42
<u>1222-2222-00-11130</u>	Cash - Road & Bridge Fund - Texas Community Bank	143,252.19	262,779.96	400,314.22	137,534.26	406,032.15
Total Fund: 1222 - Balance Road & Bridge:		145,594.61	262,779.96	400,314.22	137,534.26	408,374.57
Fund: 1333 - Interest & Sinking						
<u>1333-3333-00-11031</u>	Cash - Interest & Sinking Fund Texpool	78,925.54	0.00	0.00	0.00	78,925.54
<u>1333-3333-00-11070</u>	Cash - Interest & Sinking Fund Bank & Trust	15,764.46	2.01	2.01	0.00	15,766.47
<u>1333-3333-00-11071</u>	Cash - Interest and Sinking Bank Trust Money M	0.00	0.00	0.00	0.00	0.00
<u>1333-3333-00-11080</u>	Cash - Interest & Sinking Fund Texas Community	1,285,665.58	-396,862.26	417,388.26	814,250.52	888,803.32
<u>1333-3333-00-11200</u>	Cash - Interest & Sinking Fund CD	0.00	0.00	0.00	0.00	0.00
Total Fund: 1333 - Interest & Sinking:		1,380,355.58	-396,860.25	417,390.27	814,250.52	983,495.33
Fund: 1444 - Payroll Clearing County						
<u>1444-4444-00-11110</u>	Cash - Payroll Clearing Bank & Trust	492,019.20	194,837.40	1,248,862.76	1,054,025.36	686,856.60
Total Fund: 1444 - Payroll Clearing County:		492,019.20	194,837.40	1,248,862.76	1,054,025.36	686,856.60
Fund: 2666 - Grants						
<u>2666-6666-00-21000</u>	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21015</u>	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00

Detail Report

Date Range: 02/01/2022 - 02/28/2022

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21020	Cash - Help America Vote Act	113,369.68	-1,302.30	0.00	1,302.30	112,067.38
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	0.00	0.00	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 Initiative	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	-3,569.40	0.00	3,569.40	-3,569.40
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 - TCDBG #7220479	-51,640.68	0.00	0.00	0.00	-51,640.68
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	24,536.23	7.55	0.00	0.00	24,543.78
2666-6666-00-21310	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00

Detail Report

Date Range: 02/01/2022 - 02/28/2022

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:		1,938,232.84	-4,864.15	49,280.98	54,145.13	1,933,368.69
Fund: 4121 - Val Verde County Auditors Special Account						
4121-1400-00-41000	Cash - County Auditor Special Account	18,875.90	0.15	6,143.61	6,143.46	18,876.05
Total Fund: 4121 - Val Verde County Auditors Special Account:		18,875.90	0.15	6,143.61	6,143.46	18,876.05
Grand Totals:		14,595,508.29	1,728,547.75	7,849,427.50	6,120,879.75	16,324,056.04

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	10,316,796.38	1,688,808.21	5,727,434.55	4,038,626.34	12,005,604.59
1133 - 2011 SL 179	76,059.33	0.58	0.58	0.00	76,059.91
1134 - 2014 Library Construction	158,185.60	-11,433.00	0.00	11,433.00	146,752.60
1177 - 2013 Tax Note	0.00	0.00	0.00	0.00	0.00
1178 - 2016 Tax Note	69,388.85	-4,721.15	0.53	4,721.68	64,667.70
1222 - Balance Road & Bridge	145,594.61	262,779.96	400,314.22	137,534.26	408,374.57
1333 - Interest & Sinking	1,380,355.58	-396,860.25	417,390.27	814,250.52	983,495.33
1444 - Payroll Clearing County	492,019.20	194,837.40	1,248,862.76	1,054,025.36	686,856.60
2666 - Grants	1,938,232.84	-4,864.15	49,280.98	54,145.13	1,933,368.69
4121 - Val Verde County Auditors Special	18,875.90	0.15	6,143.61	6,143.46	18,876.05
Grand Total:	14,595,508.29	1,728,547.75	7,849,427.50	6,120,879.75	16,324,056.04

FUNDS FOR THE MONTH OF FEBRUARY 2022						
	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE	
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	8,394.35	0.00	0.07	1,641.84	\$6,752.58	
TAX COLLECTORS / VIT ESCROW ACCOUNT	332,592.85	32,486.02	64.55	274,664.94	\$90,478.48	
TAX ASSESSOR AND COLLECTOR	3,393,550.85	9,239,124.32	1,500.99	8,302,351.79	\$4,331,824.37	
TAX ASSESSOR/COLLECTOR	868,161.39	956,916.37	5.84	858,616.76	\$966,466.84	
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	16,873.81	1,531.67	0.14	0.00	\$18,405.62	
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	252,622.09	0.00	93.44	0.00	\$252,715.53	
COUNTY CLERK RECORD ARCHIVE FUND	74,620.66	0.00	27.59	0.00	\$74,648.25	
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	125,274.71	0.00	0.00	148.94	\$125,125.77	
DISTRICT CLERK- COURT COST ACCOUNT	9,060.71	8,957.50	0.00	8,190.50	\$9,827.71	
DISTRICT CLERK- REGISTRY FUND	142,050.88	12,500.00	0.00	4,000.00	\$150,550.88	
BAIL SECURITY	\$39,180.24	0.00	14.97	0.00	\$39,195.21	
WELFARE FUND - COUNTY JUDGE	14,091.03	0.00	5.36	314.90	\$13,781.49	
TOTAL					\$6,079,772.73	

Pool Information

Location: 78328
Val Verde County

TexPool

Average Daily Net Yield for February	0.0632%
Average Dividend Factor for February	0.000001731
Information as of	March 10, 2022
Daily Net Yield	0.0771%
Dividend Factor	0.000002112
7 Day Net Yield	0.08%
Daily Assets	\$28,408,967,427.10
Weighted Average Maturity	29 days
Weighted Average Life	86 days
NAV	0.99982

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	09/30/21					\$11.08
MONTHLY INTEREST	10/31/21	10/31/21	\$0.00	\$0.00	\$	\$11.08
MONTHLY INTEREST	11/30/21	11/30/21	\$0.00	\$0.00	\$	\$11.08
MONTHLY INTEREST	12/31/21	12/31/21	\$0.00	\$0.00	\$	\$11.08
MONTHLY INTEREST	01/31/22	01/31/22	\$0.00	\$0.00	\$	\$11.08
MONTHLY INTEREST	02/28/22	02/28/22	\$0.00	\$0.00	\$	\$11.08
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
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	09/30/21					\$738.12
MONTHLY INTEREST	10/31/21	10/31/21	\$0.00	\$0.00	\$	\$738.12
MONTHLY INTEREST	11/30/21	11/30/21	\$0.00	\$0.00	\$	\$738.12
MONTHLY INTEREST	12/31/21	12/31/21	\$0.00	\$0.00	\$	\$738.12
MONTHLY INTEREST	01/31/22	01/31/22	\$0.00	\$0.00	\$	\$738.12
MONTHLY INTEREST	02/28/22	02/28/22	\$0.00	\$0.00	\$	\$738.12
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
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	09/30/21					\$143.93
MONTHLY INTEREST	10/31/21	10/31/21	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	11/30/21	11/30/21	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	12/31/21	12/31/21	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	01/31/22	01/31/22	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	02/28/22	02/28/22	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
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	09/30/21					\$78,915.77
MONTHLY INTEREST	10/31/21	10/31/21	\$2.42	\$0.00	\$ -	\$78,918.19
MONTHLY INTEREST	11/30/21	11/30/21	\$2.40	\$0.00	\$ -	\$78,920.59
MONTHLY INTEREST	12/31/21	12/31/21	\$2.49	\$0.00	\$ -	\$78,923.08
MONTHLY INTEREST	01/31/22	01/31/22	\$2.46	\$0.00	\$ -	\$78,925.54
MONTHLY INTEREST	02/28/22	02/28/22	\$3.81	\$0.00	\$ -	\$78,929.35
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

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	09/30/21					\$3,131,202.77
MONTHLY INTEREST	10/31/21	10/31/21	\$75.30		\$ -	\$3,131,278.07
MONTHLY INTEREST	11/30/21	11/30/21	\$64.55	\$0.00	\$ -	\$3,131,342.62
MONTHLY INTEREST	12/31/21	12/31/21	\$69.02	\$0.00	\$ -	\$3,131,411.64
MONTHLY INTEREST	01/31/22	01/31/22	\$88.27	\$0.00	\$ -	\$3,131,499.91
MONTHLY INTEREST	02/28/22	02/28/22	\$91.96	\$0.00	\$ -	\$3,131,591.87
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
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	09/30/21					\$2,342.36
MONTHLY INTEREST	10/31/21	10/31/21	\$0.02	\$0.00	\$ -	\$2,342.38
MONTHLY INTEREST	11/30/21	11/30/21	\$0.00	\$0.00	\$ -	\$2,342.38
MONTHLY INTEREST	12/31/21	12/31/21	\$0.01	\$0.00	\$ -	\$2,342.39
MONTHLY INTEREST	01/31/22	01/31/22	\$0.03	\$0.00	\$ -	\$2,342.42
MONTHLY INTEREST	02/28/22	02/28/22	\$0.04	\$0.00	\$ -	\$2,342.46
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

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

[illegible]



#20

Standard Agreement

Effective Date 03.07.2022 between Stericycle, Inc and VALVERDE COUNTY located at 400 PECAN ST, DEL RIO, Texas,78840-5140

Contract Entities: (Sold to) :				Billing Information			
Customer/Company Name:	VALVERDE COUNTY			Billing Contact/Company Name:	VALVERDE COUNTY		
Address 1:	400 PECAN ST			Address 1:			
Address 2:				Address 2:			
City / State / Zip:	DEL RIO, Texas, 78840-5140			City / State / Zip:	,,		
Phone:	8307747505			Phone:	8307747505		
Email:	gramon@valverdecountry.texas.gov			Email:	gramon@valverdecountry.texas.gov		
Contact:	Generosa Ramon			Contact:	Generosa Ramon		
Title:				Title:			

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: VALVERDE COUNTY Address: 400 PECAN ST, DEL RIO, Texas, United States, 78840-5140	SELECT PURGE SERVICE ON-SITE (PAPER)	One Time	1 Each	\$ 121.20 minimum per pickup	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: VALVERDE COUNTY Address: 400 PECAN ST, DEL RIO, Texas, United States, 78840-5140	BOX-SMALL	One Time	150 Each	\$ 6.10 per container Minimum include 10 each	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

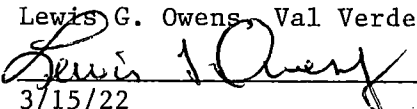
Contract Effective Date: 03.04.2022
GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

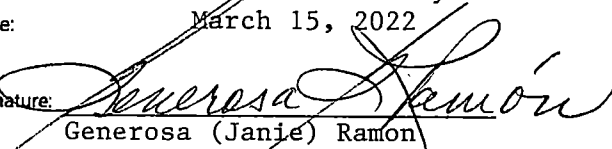
IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below *

The offer will expire 03.03.2023

Stericycle:

Contracting Entity: **Stericycle Inc.**
Name: **Collin Merrick**
Title:
Date:
Lewis G. Owens, Val Verde County Judge
Signature: 
Date: **3/15/22**

Customer:

Customer/Company:
Name: **Generosa Ramon**
Title: **Val Verde County Clerk**
Date: **March 15, 2022**
Signature: 
Generosa (Janie) Ramon

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions. Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

TERMS AND CONDITIONS

1.Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and VALVERDE COUNTY with offices at 400 PECAN ST,DEL RIO, Texas,United States,78840-5140(Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 03 07,2022(the Effective Date).

2. Services

Stericycle will provide containers and related equipment (Equipment) for the collection and storage of Customer's paper and other agreed upon materials (CCM). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the Destruction Process), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe (Prohibited Materials). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

The term of this Agreement will begin on the Effective Date and continue for sixty days.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Customer shall pay in full each Stericycle invoice within Net 10 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. All payments must be in immediately available U.S. funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after Stericycle has arrived at Customer's location on the scheduled shredding date.

6.Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle all unpaid invoices and any late charges thereon.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8.Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the acts and omissions, negligent or otherwise, of Stericycle, its employees and/or agents, in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the acts and omissions, negligent or otherwise, of Customer, its employees and/or agents, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment. Notwithstanding anything to the contrary hereunder, Stericycle agrees that it has no rights of any kind to the project for which Customer is engaging Stericycle's services hereunder and, accordingly, in no event shall Stericycle be entitled to injunctive relief to enjoin, restrain or interfere with the exploitation and/or promotion in any manner of such project.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

13.Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full

replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity
INTENTIONALLY OMITTED

16. Brokers
Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders
This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival
Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement to any unaffiliated entity of Customer without the prior written consent of Stericycle.

20. Independent Contractor
Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts
(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution
Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

#35

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
VAL VERDE COUNTY, TEXAS AND MATRIX DESIGN GROUP, INC.**

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920

Client Name:

Val Verde County, Texas

Address:

509 E. Gibbs Street
Val Verde County, TX 47553

Client Project Manager:

Carlos Velarde, P.E.
County Engineer
830.774.7570
cvelarde@valverdecountry.texas.gov

Project Name:

Compatible Use Study
Val Verde County / Laughlin Air Force Base / City of
Del Rio, Texas

Project Location:

Val Verde County, Texas

Matrix Design Group, Inc. (MATRIX) and the Val Verde County, Texas (CLIENT), hereby enter into this Agreement for Professional Services, pursuant to which, MATRIX will perform services for the compensation set forth below, subject to the General Conditions, which are attached hereto and made a part hereof.

Attachments: The following attachments are made a part of this Agreement and are hereby incorporated by reference:

ATTACHMENT A – General Conditions
ATTACHMENT B – Scope of Services
ATTACHMENT C – Project Schedule
ATTACHMENT D – Project Budget

Compensation: Matrix will complete the aforementioned scope of services (Attachment B) on a lump sum, not to exceed basis of **\$538,312.00** per the attached fee worksheet (Attachment C). Upon written approval from the Client, additional work that is outside of the aforementioned scope of services (Attachment B) will be A pre-determined lump sum basis payment as agreed to in writing by both Matrix and Client..

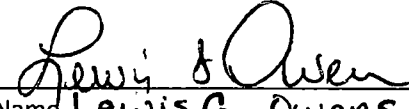
Retainer: N/A

IN WITNESS WHEREOF, MATRIX and Client have made and executed this Agreement.

MATRIX DESIGN GROUP, INC.

VAL VERDE COUNTY, TEXAS


By: Celeste Werner, FAICP
Executive Vice President


By: Name Lewis G. Owens
Title County Judge

Date: March 29, 2022

Date: 03-30-22

**ATTACHMENT A
GENERAL CONDITIONS**

Matrix's Agreement with Client is comprised of these General Conditions and the accompanying written proposal or authorization for services (hereinafter referred to as "Agreement"):

SECTION 1: MATRIX RESPONSIBILITIES

1.1 Matrix agrees to perform services in accordance with the attached Scope of Services (ATTACHMENT B). Modifications to the proposal or Scope of Services must be provided and mutually agreed to in writing between Matrix and Client prior to rendering of services by Matrix. In performing services, Matrix will use that degree of care and skill ordinarily exercised under similar circumstances by planners practicing in the same locality wherein the project is located.

1.2 Matrix will perform the services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture or other relationship with Client.

1.3 TO THE MAXIMUM EXTENT PROVIDED BY LAW, NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.

1.4 If Matrix's performance is delayed due to factors beyond its reasonable control, or if project conditions or the scope of work change, Matrix will give timely notice of the change pursuant to change order and receive compensation for any additional work.

1.5 The Project shall be completed and provided to the Client within 12 months of the effective date of this Agreement.

SECTION 2: CLIENT'S RESPONSIBILITIES

2.1 Client shall designate a person to act as the Client's representative with respect to the services Matrix is to provide at the project. Client's designee shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to the services.

2.2 Any questions, requests for clarification or directions from Client to Matrix shall be in writing, pursuant to a Request for Information or otherwise, and Matrix is under no obligation to follow verbal direction provided on site.

2.3 Client is solely responsible for coordinating amongst design professionals. Client agrees to provide Matrix with all known information, conditions, standards, criteria and objectives which affect its services. This includes, but is not limited to, all plans or reports from other design professionals that may impact or affect Matrix's work. Matrix will be entitled to rely on the accuracy of the

information provided. Client hereby agrees that if Client fails to provide Matrix with any of the information required in this paragraph, Client will assume all risks associated with that failure. Matrix will not be responsible for any omissions or acts which were caused in whole or in part by the failure of Client to provide the required information to Matrix.

2.4 Client agrees that Matrix will not be liable for any changes in conditions to the project caused by others after Matrix's work is completed on the project.

SECTION 3: DOCUMENTS AND REPORTS

3.1 Matrix shall deliver all documents, plans, research, computer files, and any other materials created or prepared by Matrix as part of its performance of this Agreement (the "Work Products") upon completion of each task as set forth in the Scope of Services (Attachment B).

3.2 If Client does not make payment in full as provided in this Agreement, Client agrees to deliver all Work Products previously transmitted to Client that have not been paid for by Client upon demand by Matrix, and not to use such unpaid for Work Products for any purpose whatsoever until payment in full has been received.

3.3 Project records and Work Products will be retained by Matrix for a period of three years following completion of the services.

SECTION 4: COMPENSATION

4.1 Matrix's pricing of this work is predicated upon your acceptance of the conditions and allocations of risks and responsibilities described in this Agreement.

4.2 Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Client. Client will pay the balance stated in the invoice within thirty (30) days unless Client informs Matrix in writing of objections to the invoice within that thirty-day period.

4.3 Any invoiced amounts outstanding after 180 days will bear interest at the rate of 1.5% per month (18% per annum), or the maximum permissible by applicable law, whichever is less from the 180th day following the date of Client's receipt of the invoice, until paid.

4.4 Additional Services

A. If authorized by Client in writing, Matrix shall furnish services in addition to those set forth above.

B. Client shall pay Matrix for such additional services as follows:

1. A pre-determined lump sum basis payment as agreed to in writing by both Matrix and Client.

4.5 Matrix shall be entitled to recover all attorney's fees, dispute resolution fees, court costs and other expenses incurred in the collection or attempted collection of any amounts due under this Agreement.

4.6 At Matrix's option, Matrix may temporarily cease to perform the services or elect to terminate this Agreement if invoiced amounts are unpaid 180 days after the date of

Clients receipt of any invoice. In no event shall Matrix be liable for any damage or expense resulting from such termination or work stoppage.

SECTION 5: RISK, DISPUTES AND DAMAGES

5.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM DELAY, LOSS OF USE, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

5.2 The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to litigation or other remedies provided by law. The fee and costs of the mediator shall be apportioned equally between the parties.

5.3 Client agrees to notify Matrix of any claimed negligent act, error or omission within thirty days of the date of its discovery and to provide Matrix with the opportunity to investigate and to recommend ways of mitigating damages as a condition precedent to litigation or other remedies provided by law.

5.4 Many risks affect Matrix by virtue of entering into this Agreement to provide professional services. For Client to obtain the benefit of a fee which includes a reasonable allowance for Matrix's risk, Client agrees that Matrix's aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, for Matrix's alleged negligent acts, errors or omissions.

5.5 Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

SECTION 6: SUCCESSORS, ASSIGNS AND BENEFICIARIES

Client and Matrix each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Matrix are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

SECTION 7: NO THIRD-PARTY RELATIONSHIP

7.1 Nothing in this Agreement is intended to create a third-party beneficiary relationship with any party who is not a signatory to this agreement. The rights and obligations contained in this Agreement are solely limited to those between Matrix and Client.

SECTION 8: NO LIABILITY FOR INDIVIDUAL EMPLOYEES OR OFFICERS

8.1 It is intended by the parties to this Agreement that Matrix's services in connection with the Project shall not subject the Matrix's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Matrix, a Colorado corporation, and not against any of the Matrix's individual employees, officers or directors.

8.2 It is intended by the parties to this Agreement that Client's responsibilities (including the agreed upon payments to be made by Client) in connection with the Project shall not subject the Client's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Matrix agrees that as Matrix's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Client, and not against any of the Client's individual employees, officers or directors.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 This Agreement is effective as of the date it has been signed by both parties.

9.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.

9.3 This Agreement shall be interpreted according to the law of the state in which the Matrix office conducting the majority of this Agreement is located.

9.4 Each Provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

9.5 This Agreement may be terminated in writing by mutual written agreement by the parties. . Client shall pay Matrix all fees and reimbursable expenses incurred up to the date of termination. Matrix shall provide the Client with any and all Work Products up to the mutually agreed upon date of termination.

9.6 *Professional Liability* – Matrix shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the services performed under this Agreement) with policy limits in an amount of not less than \$1,000,000 per claim/\$1,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Matrix's professional services under the Agreement.

SECTION 10: TOTAL AGREEMENT

10.1 This Agreement (consisting of: the Agreement for Professional Services between the Val Verde County, Texas and Matrix Design Group, Inc.; Attachment A – General Conditions; Attachment B – Scope of Services; Attachment C – Project Schedule, and Attachment D – Project Budget) constitutes the entire agreement between Client and Matrix and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

ATTACHMENT B

SCOPE of SERVICES

The following provides our Scope of Services to fulfill the 5 tasks identified in the Scope of Services in the Val Verde / Laughlin AFB / City of Del Rio, Texas Compatible Use Study Request for Qualifications:

Project Management

Matrix understands that the Val Verde County Project Manager will supervise the overall administration of the project in accordance with federal requirements. Matrix will provide research, mapping, surveys, meeting agendas and minutes, maps, and studies to address the items identified in this Scope of Services. Matrix will conduct the following activities on an ongoing basis as part of Project Management:

- Conduct regular team meetings with the Val Verde County Project Manager to review project progress. These meetings are generally anticipated to be monthly or at lesser intervals over the course of the project, depending on project need and as mutually agreed upon by Matrix and Val Verde County. These meetings are assumed to be conducted virtually, unless they coincide with other on-site meetings conducted by Matrix
- Coordinate the scheduling of all meetings in consultation with Val Verde County
- Prepare meeting agendas and minutes, handout materials, maps, presentations, and other items necessary to accomplish the project objectives
- Provide written status reports monthly (or in a timeframe as required by Val Verde County) that detail work in progress, work accomplished, and funds expended
- Provide written work products and facilitate milestone meetings at the conclusion of each major phase of project work
- Update the Project Management Plan and schedule, as necessary
- Provide logistical support and facilitation for all meetings (virtual and in-person)
- Maintain and submit meeting summaries of key decision points
- Provide ongoing coordination and communication with Val Verde County staff, DoD representatives, and the project team relative to the completion of tasks and projected timeline
- Provide all information concerning the project deliverables, including progress reports, agenda items and materials, presentations, and all draft and final reports, to the Val Verde County Project Manager prior to review by the Technical and Policy Committees
- Provide Quality Control at all levels of the study to ensure it is completed on schedule and budget, and that deliverables are complete, comprehensive, and accurate
- Provide quarterly reports and financial reporting to Val Verde County, as needed, in support of OLDCC reporting requirements

Matrix understands that the Val Verde County Project Manager will serve as the principal point of contact and we will coordinate all communication with federal, state, and local organizations in support of the study objectives, in consultation.

At the completion of the project, all maps (including GIS shapefiles), data, and reports shall be the property of Val Verde County and will be provided to the Val Verde County Project Manager. Matrix understands that some elements of the study may be confidential and will consult with the Val Verde County Project Manager and other study stakeholders, as required, prior to the release of any deliverables.

Project Management Kick-Off Meeting

Matrix will conduct a meeting with the Val Verde County Project Manager to review the contractual scope of work and project schedule and to establish proper procedures for the administration of the contract. This meeting is envisioned to be conducted virtually and will serve to review:

- Overall project scope
- Administrative tasks to establish fiscal protocol and a record-keeping process
- Detailed Project Management Plan, including schedule

Project Management Plan

Matrix will develop a detailed Project Management Plan in consultation with the Val Verde County Project Manager. The plan will consist of all study tasks, milestones, meetings, and deliverables per the 18-month performance period, and specifically address:

- Scope
- Budget
- Schedule of tasks, meetings, milestones, delivery dates
- Regular (e.g., monthly) meetings and milestones
- Expectations of Val Verde County and Technical Committee and Policy Committee input (e.g., documents to be provided, coordination required, etc.)
- Team structure
- Team member contact information, including names and locations of key staff
- QA/QC

Online Project Management Dashboard

Matrix will develop an online project management dashboard or application to provide real-time access to all aspects of the project, including project management plan schedule, budget, task assignments, documents, and other resources.

Stakeholder Engagement**Committee Formation**

Matrix will assist Val Verde County with development of a list of members for each committee. As part of our previous compatibility planning projects, we have assisted numerous communities in committee formation, including for the Joint Base San Antonio (JBSA) Regional Compatible Use Plan (RCUP) and Dyess AFB JLUS Implementation projects. Matrix will work with Val Verde County to schedule and facilitate committee meetings and will keep a spreadsheet of all committee members.

Committee Meetings

Matrix proposes to conduct four (4) sets of Technical Committee and Policy Committee meetings at key phases of the CUS. The proposed scheduling for these meetings is shown in the Timeline section of this proposal. The first meeting will be a combined Policy Committee and Technical Committee kickoff meeting

to introduce Matrix to the committees and provide an overview of the CUS, get input on potential compatibility issues, and review data collection requests. Subsequent meetings will be separate Policy Committee and Technical Committee meetings. The second set of meetings will feature presentation of the findings and compatibility issues and gathering input from committee members to refine and approve them. The third set of meetings will involve review of preliminary strategies to address the compatibility issues. The committees will be broken into groups for discussions on developing and refining the strategies. Review of the administrative draft CUS and any changes needed to prepare the public draft will take place in the fourth set of meetings. If additional meetings are necessary, we will prepare and facilitate them.

Stakeholder Interviews

Matrix will work with Val Verde County and Laughlin AFB to set up stakeholder interviews. These will be conducted during a week-long period and will likely be virtual due to current COVID-19 recommendations from the CDC. These interviews will be with key stakeholders and include participating jurisdictions, land management agencies, and a variety of Laughlin AFB staff representing the various missions and operational divisions at the base. The interviews will allow Matrix to discuss potential compatibility concerns in an informal one-on-one setting where stakeholders can provide candid information on issues that should be addressed in the CUS.

Public Engagement

In order to be successful and useful, the CUS must be a community-centered document based on a process that builds consensus and obtains buy-in from participants with different interests and goals. This requires many opportunities for stakeholder and public engagement to ensure the identification and assessment of all potential compatibility issues and it enables solutions to be discovered.

Public Involvement Strategy

Matrix will develop a Public Involvement Strategy document that identifies methods of communication, engagement tools, and opportunities to provide input during each key phase of the CUS. A draft document will be submitted to Val Verde County for initial review and comment. Once revised, Matrix will present the strategy to the PC for approval.

The Public Involvement Strategy will identify CUS stakeholder groups, including CUS partner jurisdictions' elected officials and municipal staff, Laughlin AFB staff, the public, target groups (such as major landowners, neighborhood associations, employers, homebuilders, conservation organizations, real estate industry, etc.), and the media. Matrix will develop and maintain throughout the project a contact list which will include CUS committee members, municipal staff, agency participants, community organizations, and interested members of the public in order to disseminate project information, meeting announcements, and status notifications to them, as well as to solicit input.

Public Meetings (Hearings per RFP)

Matrix proposes to conduct two (2) public meetings at key phases of the CUS. The scheduling for these workshops is shown Timeline section of this proposal. The first workshop will introduce the public to the CUS and obtain input on compatibility findings identified in the study. The second workshop will present the public draft CUS including recommendations for review and comment.

Project Website

Matrix will develop and maintain a dedicated, branded project website where interested parties can obtain information, studies, documents, and workshop dates. Our in-house graphics and website development experts are skilled in developing websites that are easy to access and provide timely project information and updates throughout the process. The project website can be linked to the Val Verde County website and other CUS partner community websites and will include information about the project and schedule of events, as well as the ability to download and comment on project documents. We also use project websites to provide the public an opportunity to sign-up for project updates.

GIS Web-Based Mapping Portal

To maximize stakeholder outreach on our projects, Matrix will develop an interactive, web-based GIS mapping portal to educate and engage stakeholders and the public in a simple and meaningful way using maps, graphics, and brief text descriptions of key project elements that can be easily explained. The interactive portal will help explain the interrelationships of compatibility elements and will allow stakeholders and the public to visualize and understand how they relate to the project geographically. Matrix will develop the portal using Esri ArcGIS StoryMaps to maximize accessibility of the project and present the CUS including recommendations to the public. (URLs for existing StoryMaps were presented earlier in this section.

The interactive mapping portal will be updated throughout the project to include assessment maps related to the compatibility issues. The portal will also include existing publicly-available GIS layers depicting the relevant information, some of which may be incorporated into the compatibility assessment maps developed for the CUS. Matrix will coordinate development of the mapping portal with Val Verde County at the project inception to develop the portal on the Val Verde County Esri account or on the Matrix Esri account with transfer to Val Verde County at project completion.

Project Management Deliverables

- Project Management Kick-Off Meeting
 - Project Management Plan (electronic)
 - Project Management Dashboard
 - Monthly Project Team Meetings (virtual)
 - Monthly Progress Reports (electronic)
 - Quarterly progress reports, as needed (electronic)
 - Technical Committee membership roster (electronic)
 - Policy Committee membership roster (electronic)
 - Preparation, coordination, and facilitation of four (4) Technical Committee meetings and four (4) Policy Committee meetings including a Committee workshop to develop recommendations
 - Stakeholder interviews (up to 20)
 - Public Involvement Strategy (electronic)
 - Preparation, coordination, and facilitation of two (2) Public Meetings
 - Project website
 - GIS Web-Based Mapping Portal
-

Task 1 Data Review, Mapping, and Identification of Local Conditions

Subtask 1.1 Data Collection and Review

Matrix will initiate the data collection task by reviewing the issues and recommendations identified in the 2008 Laughlin AFB JLUS and provide an update on what strategies were implemented and what issues still exist. Matrix will inventory all open-source information services available through federal, state, regional and local government agencies to collect initial data.

Matrix has refined a successful data collection process that takes the heavy lift off the client. We will utilize this process which includes creating a tailored request for information (RFI) package for each jurisdiction, key stakeholders, and Laughlin AFB identified to assist in the initial data collection effort. Prior to requesting information from all stakeholders, we will collect all open-source information that is available. Once the RFIs are created, Matrix will make the first effort to collect data that is available online or through other open sources, and the RFIs submitted to the stakeholders will indicate what was found.

Subtask 1.2 Identify Existing Codes, Ordinances, Commissioner’s Court Orders, and Regulations

Matrix will identify existing local codes, ordinances, commissioner’s court orders, and regulations adopted by Laughlin AFB that control or reduce potential conflicts between land use and military air operations. We will pair this data with preparation of current zoning, land-use maps with extraterritorial jurisdictions (ETJs) identified.

Matrix will also identify any infrastructure and community facility improvements for community and military preparedness. Matrix will review capital improvements plans for Val Verde County and the City of Del Rio, and review TxDOT programmed and long-range transportation plans to understand improvements to the infrastructure and transportation network that could influence development patterns and affect potential compatibility.

As part of the data analysis, Matrix will prepare a written assessment of current planning policies and regulatory tools for partner communities to determine their role in addressing compatible land use and development, and if there are areas in the policies and tools that could be enhanced to promote and guide future compatible development.

Subtask 1.3 Prepare GIS Maps & Identify CUS Study Area

Matrix will prepare geospatial mapping to identify and define the CUS Study Area based on review of existing information and understanding of Laughlin AFB's mission requirements and regional influence. Matrix will generate draft base maps to establish desired scale and layout for presentation-sized maps (posters) and report-sized maps to highlight areas of concern and other pertinent information. Following client approval, these base maps and templates will be used for all posters and report graphics.

Matrix will use the base maps to develop a set of existing conditions maps that will be used for analysis in subsequent project tasks:

- Updated mapping for the extraterritorial Jurisdiction area around Laughlin AFB
- Mapping for Amistad land use and zoning
- Mapping for CUS Study Area
- Mapping for transportation facilities within the CUS Study Area
- Existing and conceptual future land use maps for the CUS Study Area
- Current zoning maps for the military installation and the CUS Study Area
- Map recent development activity since 2008
- Map environmental constraints to development within the CUS Study Area and develop supporting documentation
- Existing and future land uses at Laughlin AFB

This comprehensive data review and mapping will inform compatibility analysis of existing conditions creation of recommended future land use maps for the CUS Study Area, the City of Del Rio, Val Verde County, and Laughlin AFB to inform areas where recommendations will apply and for discussion with the Technical and Policy Committees at the second set of meetings.

Matrix will submit all geospatial (GIS) data to Val Verde County at the conclusion of the project. We understand that any geospatial data collected and used for the CUS will be provided to Val Verde County in either the Esri File Geodatabase format (*.gdb) or Esri Shapefile format (*.shp). Data will be readable within standard GIS software and limited to the CUS Study Area. All geospatial data will include metadata in either the ISO 19139 Metadata Implementation Specification style or the Spatial Data Standards for Facilities, Infrastructure, and Environment-Metadata (SDSFIE-M) style. Metadata records for each dataset will include the minimum required information per metadata style written within the organization's preferred metadata editor software. Matrix will coordinate with Val Verde County to confirm that all GIS data is publicly releasable prior to delivery.

Subtask 1.4 Map Wind Energy & Military Operational Areas in Val Verde County

Matrix will map wind energy development in Val Verde County, unclassified military airspace, low-level training routes, and aircraft accident potential zones to analyze vertical obstruction hazards using advanced GIS capability and tools.

Matrix will identify and map environmental constraints to development within the CUS Study Area and provide suitability analysis to document constraints. This analysis will inform overall compatibility issues as well as help identify areas for conservation easement application. Matrix will also map all transportation facilities and known infrastructure expansion projects within the CUS Study Area and assess identified facilities and future infrastructure for compatibility with Laughlin AFB's mission. Matrix will map demographic growth (jobs, housing, and population) trends and all development activity since 2008 to demonstrate development growth patterns to-date relative to current zoning and land use.

Subtask 1.5 Energy Resiliency and Compatibility

Matrix will work closely with Laughlin AFB staff to prepare a vulnerability assessment to identify critical mission support requirements necessary to support resiliency. This assessment will be provided solely to Laughlin AFB for internal review and dissemination. Matrix will follow the DoD Climate Change Assessment Tool methodology to create an assessment framework. Specifically, this framework will be used to:

- Assess shared risks and vulnerability of the potable water system that leads from the City of Del Rio to Laughlin AFB; and recommend solutions which address these risks and vulnerabilities
- Assess shared risks and vulnerability of energy infrastructure supporting Laughlin AFB; and recommend solutions which address these risks and vulnerabilities

The first step in the process will be the identification of hazards that may impact resiliency. It will involve the use of National Oceanic and Atmospheric Administration (NOAA) and/or Strategic Environmental Research Development Program (SERDP) process models to simulate climate effects on designated variables within the CUS Study Area. This step will identify primary climatic variables that could affect the installation, or military operational areas such as restricted airspace and training routes. Further, Matrix will identify any variables that would be directly affected by climate change such as water table levels or wildfire potential. As the second step, Matrix will use GIS software and information gathered from specific interviews to identify the vulnerability and risk potential to the installation, ranges, or military operational areas. The vulnerabilities will be revealed through interviews with Laughlin AFB staff during stakeholder interviews (Task 5). These vulnerabilities will be exhibited using new GIS layers created in ArcGIS by Matrix. As the third step, Matrix will then analyze the probability of occurrence and the severity of the consequence which will ultimately lead to a risk classification. This information and analysis will be compiled into a database for Laughlin AFB to review and utilization.

Task 1 Deliverables

- Requests for Information (electronic)
- Written assessment of current planning policies and regulatory tools (electronic)
- Geospatial mapping of the CUS Study Area, ETJs, Amistad land use and zoning, transportation facilities within the CUS Study Area, existing and conceptual future land use for the CUS Study Area, current zoning maps for the CUS Study Area, recent development activity since 2008, environmental constraints to development within the CUS Study Area, transportation and

infrastructure improvements, demographic growth (jobs, housing, and population) trends, and wind energy development within the CUS Study Area (electronic)

- Geospatial mapping of military data and operational areas including existing and future land uses at Laughlin AFB, unclassified military airspace, low-level training routes, aircraft accident potential zones, vertical obstruction hazards including imaginary surfaces (electronic)
- Vulnerability assessment database and mapping of critical mission support requirements (electronic)

Task 2 Existing Land Use and Airspace Compatibility Analysis

Using the information gathered in Task 1 Matrix will develop a preliminary list of compatibility issues. Where appropriate, Matrix will create maps that indicate conflict areas to supplement the issue assessments. The compatibility issue types that will be reviewed, analyzed, and assessed through this task include:

Subtask 2.1 Analysis of Land Use and Air Conflict Compatibility

Matrix will document areas of current land use conflict, type of conflict, and impact associated with existing military missions. Matrix will show existing land uses located within current military operation areas and indicate where there are existing conflicts to determine potential impacts on installations operations including land use, water use, transportation infrastructure, and more.

Analysis of Air Conflict Compatibility

Matrix will analyze areas of current airspace conflict, type of conflict, and impact associated with existing military missions. Matrix will map existing Air Force operational areas to include as appropriate airfield safety zones, imaginary surfaces, FAA assigned and classified airspace, military training routes, and special use airspace. Matrix will review public and private civilian and commercial airports and airfields and activity within the CUS Study Area for potential conflicts with military missions.

Matrix will analyze areas where land use conflicts with air corridor integrity, type of conflict, and impact and we will assess military operation corridors that may experience competition between military and civilian use including any airspace competition with Del Rio International Airport. Matrix will review Laughlin AFB plans and Del Rio International Airport plans to assess potential points of conflict or areas where compatibility recommendations can be integrated.

Matrix will analyze conflicts relating to potential energy production, such as wind and solar, and energy transmission corridors to see how energy development impacts operations at Laughlin AFB.

Comparison of Laughlin AFB Land Use with Surrounding Land Use

Matrix will work closely with Laughlin AFB to identify potential future missions and associated requirements and compatibility concerns relative to land uses at Laughlin AFB and the surrounding areas.

Analysis of Existing Land Uses within Current Noise and Air Hazard Zones for Laughlin AFB

Matrix will analyze areas where air operations, existing land use and zoning may be compatible or incompatible. We will provide a mapped assessment showing existing land uses and zoning districts that are compatible and incompatible with certain types of military operations, including within noise zones, aircraft safety zones, special use airspace, and along military training routes within Val Verde County.

Comparison of Laughlin AFB Plans with Other Airport Plans that have Encroachment Issues

Matrix will review other airport compatibility plans throughout Texas for airports or Air Force bases with similar encroachment challenges and consider solutions that have been used that may be beneficial to Laughlin AFB.

Other factors will also be documented and addressed as they become apparent through the stakeholder interview process, committee meetings, public workshops, and data collection and review. Our CUS approach goes beyond a typical compatibility assessment, using a set of 25 compatibility factors (shown previously) to ensure that all potential issues are identified.

Task 2 Deliverables

- Geospatial mapping of conflict areas (electronic)

Task 3 Future Development, Infrastructure, and Land Use Compatibility Analysis

Building upon the information obtained, reviewed, and assessed during Tasks 1 and 2, Matrix will identify future potential land uses on- and off-installation and analyze the various potential advantages and disadvantages of any of them based upon existing and historical conditions, land use and transportation issues, impacts associated with military noise, safety, airspace, and electronic testing, future development potential, and local comprehensive plans.

Matrix will present the findings to the Technical and Policy Committees.

Subtask 3.1 Map Social and Economic Growth

Matrix will create maps that indicate conflict areas relative to future social and economic forecasts for growth of jobs, housing and population within the CUS Study Area. This information will be used to determine the extent of impacts throughout the region and inform equitable approaches to developing compatibility recommendations.

Subtask 3.2 Identify, Analyze, and Map Future Growth Areas of Concern

Matrix will conduct a comprehensive assessment of future development potential and anticipated compatibility challenges. We will identify, analyze, and map areas of future potential conflict regarding existing and future military missions, the type of conflict, and its impact pertaining to future growth areas and future land use. Matrix will identify the CUS Study Area growth objectives and potential impacts on Laughlin AFB and its mission partners.

Matrix will create maps that indicate conflict areas for vacant and undeveloped land within the CUS Study Area not developed due to infrastructure limitations (utilities and transportation) or environmental constraints and future land use and areas of planned or anticipated land development within the CUS Study Area.

Matrix will review Texas Department of Transportation Laredo District infrastructure projects and plans within the CUS Study Area to analyze the impact of infrastructure development as a driver of growth and areas where future growth may create potential future encroachment.

Subtask 3.3 Map Recommended Areas for Conservation and Protection

Matrix will evaluate development plans for undeveloped lands adjacent to Laughlin AFB to assess the potential for joint protections that will achieve stakeholder goals and assist the military with protections from development, as well as conserve natural and environmentally important areas for the health of regional ecosystems.

Matrix will map recommended areas for agricultural, environmental, wildlife management, recreational activities, and other compatible uses and recommend areas within the CUS Study Area for application of conservation programs or other joint protections.

Task 3 Deliverables

- Identification and analysis of future potential land uses on- and off-installation and potential advantages and disadvantages for compatibility (electronic)
- Geospatial maps of conflict areas relative to future social and economic forecasts; conflict areas for vacant and undeveloped land; areas for agricultural, environmental, wildlife management, recreational activities, and other compatible uses; and areas recommended for conservation programs or other protections (electronic)
- Assessment of future development potential and anticipated compatibility challenges (electronic)
- Identification, analysis, and mapping areas of future potential conflict with existing and future military missions (electronic)

Task 4 Land Use Conflicts and Compatibility Recommendations

Building upon the information and data assessed, and findings presented, during Tasks 2 and 3, stakeholder engagement and Technical and Policy Committee feedback, Matrix will assess the magnitude of all potential current and future land use conflicts identified. As part of the data analysis, Matrix will prepare a written assessment of all existing planning policies and regulatory tools to include notifications, protocols, code, ordinances, zoning overlays districts, court orders, and regulations that could reduce potential future conflict between land use and air operations at Laughlin AFB. This assessment will also identify those current policies and tools that could be enhanced to promote and guide future compatible development as identify new regulatory, and non-regulatory, measures to encourage land use compatibility within the CUS Study Area for project partners to consider for implementation in addressing compatible land use and development.

Subtask 4.1 Develop Recommended Strategies

As a basis for developing recommended strategies and using information and findings developed from previous tasks, Matrix will assess the magnitude of potential land use conflicts and define and present potential conflicts to determine appropriate and potential actions that may mitigate adverse impacts on the communities and military missions.

Recommendations Committee Workshop

Matrix will conduct a workshop with the PC and TC to develop relevant and functional recommendations to address the compatibility issues identified. The workshop will focus on resolution of compatibility issues that may be reached with existing code, ordinances, court orders, and regulations that will reduce potential

future conflicts between land uses and air operations at Laughlin AFB, and new measures, both regulatory and non-regulatory, to encourage land use compatibility within the CUS Study Area. These will include enhanced coordination and new partnerships, zoning ordinance amendments, policy strategies including county and city comprehensive plan updates, and enhanced legislation to address potential wind energy development compatibility issues with frequency impedance and vertical obstructions. Each recommendation will include a suggested timeline for implementation (short-, mid-, long-term, or on-going) and the party(ies) and partner group(s) responsible for implementation. These recommended compatibility strategies will be presented to the Policy Committee and used to form the basis of the CUS Implementation Plan in Task 5.

Subtask 4.2 Assessment of Policy and Planning Tools

Recommendations will be based on our review and understanding of existing protocols, policies, zoning, codes, ordinances, and other regulations that may reduce potential future conflicts between civilian land use and military operations and activities. Using lessons learned and best practices, Matrix will determine how inter-agency coordination regarding land development can be improved around the installation and the surrounding communities through agreements that benefit all partners. This approach will be used to achieve the primary regulatory objectives of the CUS, specifically to:

- Develop a vertical obstruction influence area to monitor and recommend structural heights within Val Verde County
- Develop alternatives for implementation for each CUS partner, Laughlin AFB, City of Del Rio, and Val Verde County
- Develop alternatives for wind energy regulation in Val Verde County, Texas
- Develop alternatives for vertical obstruction regulation in Val Verde County and City of Del Rio, Texas
- Conduct public engagement as described above to solicit and achieve public input on Laughlin AFB CUS Report findings and recommendations
- Propose energy infrastructure strategies, other resiliency mitigation or adaptation strategies, and partnerships to promote Laughlin AFB installation resiliency that mutually benefits surrounding communities
- Develop plan to mitigate vulnerabilities (threats, hazards) assessed in Task 2 of potable water system between City of Del Rio and Laughlin AFB
- Recommend legislation required to regulate wind farm and wind energy development addressing frequency impedance and vertical obstruction
- Recommend legislation required to regulate compatible land use for mission critical areas around all Laughlin AFB facilities

Task 4 Deliverables

- Assessment of all existing planning policies and regulatory tools (electronic)
- Committee workshop to develop relevant and functional recommendations
- Draft recommendations (electronic)

Task 5 Implementation Plan and CUS Report

Subtask 5.1 Develop Implementation Strategies for CUS Partners

Matrix will identify a set of resiliency adaptation and/or mitigation strategies for each compatibility issue identified through development of the CUS for Laughlin AFB, Val Verde County, City of Del Rio, and other project stakeholders for implementation consideration. The range of compatibility recommendations will include:

- Energy infrastructure for resiliency/compatibility aimed to assure military operations and mission through contingency conditions
- A plan to mitigate threats/hazards identified in the Risk and Resilience Assessment of the potable water system that leads from the City of Del Rio to Laughlin AFB
- Alternatives for implementation of strategies for each participant, City of Del Rio, Val Verde County and Laughlin AFB
- Alternatives for wind energy regulation in Val Verde County
- Alternatives for Vertical obstruction in Val Verde County and the City of Del Rio

Subtask 5.2 Draft CUS Report

Matrix will prepare an Administrative Draft CUS Report that will be submitted digitally to the Technical Committee and Policy Committee and Technical Committee for review, comment, and revision. The CUS will include a stakeholder and public engagement summary that describes the engagement activities and input received during the CUS. An implementation Plan (comprising the recommendations developed in Task 4 and alternatives developed in Task 5) will be included as part of the Administrative Draft CUS Report and will recommend actions for federal, state, local, and non-governmental agencies and Laughlin AFB.

Matrix will incorporate revisions from the Technical and Policy Committee before presenting the Administrative Draft CUS Report to the Val Verde County Commissioner's Court and Del Rio City Council for final recommendations to identify land use capabilities and resolving future incompatibilities.

Once the Administrative Draft CUS Report incorporates any final recommendations from the Val Verde County Commissioner's Court and Del Rio City Council, Matrix will prepare a Public Draft CUS Report for public review and comment. The Public Draft CUS Report will be released and posted on the project website for 30 calendar days, or an alternative amount of time as determined by Val Verde County. The second public workshop will be conducted during this review period to provide the public an opportunity to understand the CUS Report, ask questions and submit input. All comments received during the public review period will be catalogued into a comment matrix and discussed with the PC and TC for inclusion in the final CUS.

Subtask 5.3 Prepare and Submit Final CUS Report

Matrix will collect and coordinate all comments received from the public, committee members, and other stakeholders on the public draft CUS to develop the final CUS. Comments will be compiled in a comment tracker to ensure quality control and that every agency and stakeholder can verify that the comments they provided during the review period were considered. A summary of the comments received will be included as an appendix in the final CUS. The Policy Committee will evaluate public comments and provide direction

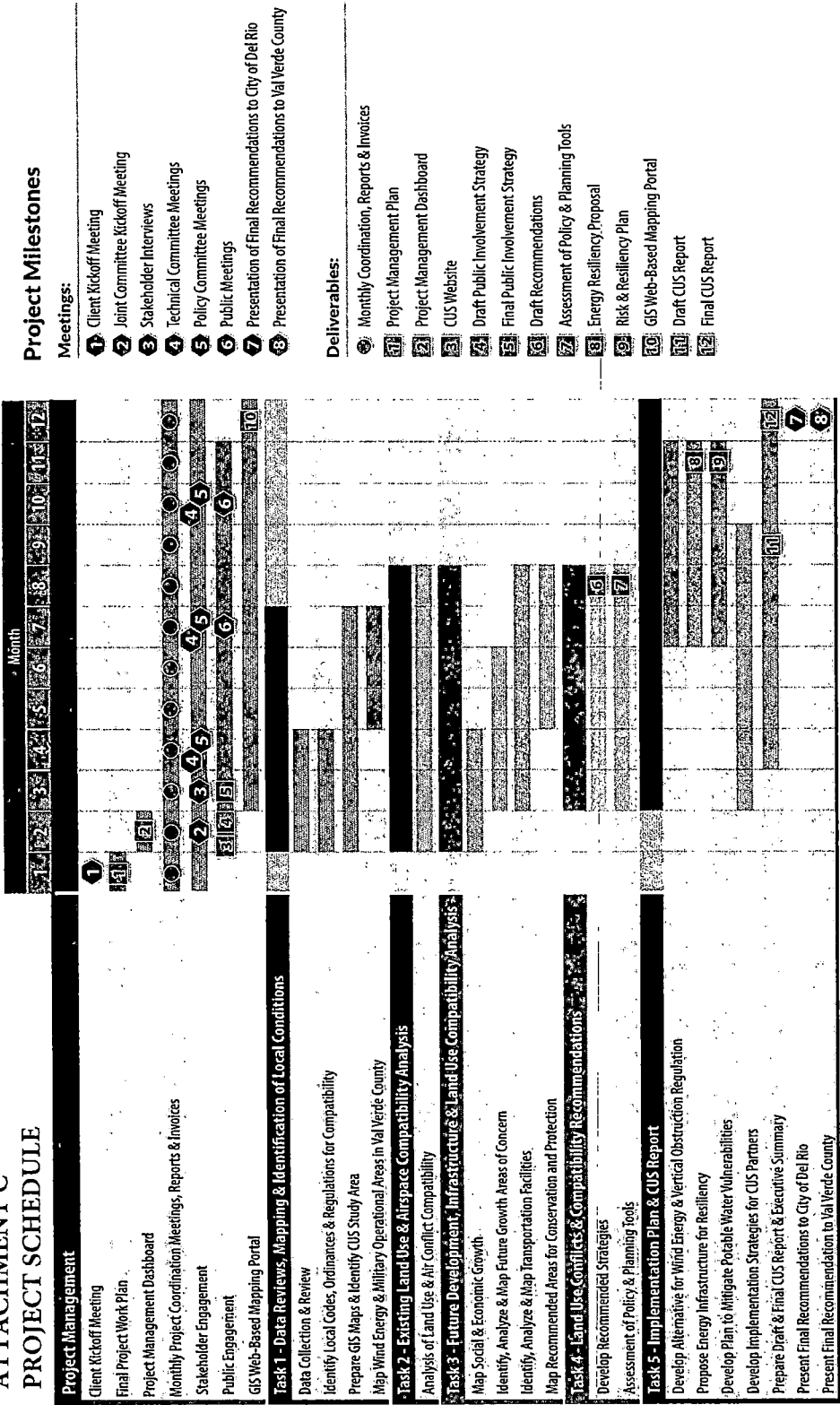
to Matrix concerning modifications to the report to prepare the Final CUS Report. Matrix will submit the Final CUS Report to local governments, the Department of Transportation, and the Department of Defense.

In conjunction with the Final CUS Report, Matrix will prepare a four-page Executive Summary to post on the project website and OLDCC website, and suitable for posting on the county and city websites and distribution through public channels. The Executive Summary will include description of military operations, graphic display of the Region of Influence and military operational footprints, identify community organization structure and participants for both planning and implementation, and provide a summary of compatible use issues and key recommendations.

Task 5 Deliverables

- Energy infrastructure Resiliency Proposal (electronic)
- Risk and Resiliency Mitigation Plan (electronic)
- Administrative Draft CUS Report including an Implementation Plan (electronic)
- Stakeholder and Public Engagement Summary (electronic)
- Presentation of the Administrative Draft CUS Report to the Val Verde County Commissioner's Court for final recommendations
- Presentation of the Administrative Draft CUS Report to the Del Rio City Council for final recommendations
- Public Draft CUS Report (electronic)
- Public Meeting #2
- Final CUS Report (electronic)
- CUS Executive Summary (electronic)

ATTACHMENT C
PROJECT SCHEDULE



#37

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 26th day of April in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Design-Builder:
(Name, legal status, address and other information)

Agate Steel, Inc.
2377 N. Country Club Drive
Scottsdale, AZ 85256

for the following Project:
(Name, location and detailed description)

T1-A Aircraft Sunshades at Laughlin AFB
Del Rio, Texas 78843

Agate Steel will provide two rows of sunshades plus infrastructure at Laughlin AFB. Each shelter row will cover six T1-A Jayhawk twin engine jet trainers with the average plane being 43.5' wide, 14' of tail height and 15,700 pounds.

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Agate Steel will provide two rows of sunshades plus infrastructure at Laughlin AFB. Each shelter row will cover six T1-A Jayhawk twin engine jet trainers with the average plane being 43.5' wide, 14' of tail height and 15,700 pounds.

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§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Phase I will consist of design and engineering for the new aircraft shelters. Phase II will be the construction of the aircraft shelters.

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Two rows of the aircraft shelters will be located northwest of the existing Row "T". The new additional rows will be labeled Row "U" and Row "V".

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

Not Applicable.

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

Not Applicable.

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Phase I includes the design and engineering of Rows "U" and "V" aircraft shelters for T1-A planes included utility extension. At the conclusion of developing an engineered set of construction documents the Contractor will provide a Construction Budget. The Construction Budget will be approved by the Owner. The Contract will be amended prior to the Contractor commencing with the Construction Phase.

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

One Hundred Twenty (120) calendar days from the execution of the Contract the Construction Documents will be submitted for approval.

.2 Submission of Design-Builder Proposal:

Thirty (30) calendar days from approval of the Construction Documents the Design-Builder will submit the Construction Budget.

.3 Phased completion dates:

One Hundred Eighty (180) calendar days after approval of the Construction Budget and Contract Amendment.

.4 Substantial Completion date:

One Hundred Eighty (180) calendar days from the Notice to Proceed after the approval of the Construction Budget and Contract Amendment.

.5 Other milestone dates:

Not Applicable

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Project's cost:
(List name, legal status, address and other information.)

.1 Architect

Morrison-Maierle
2880 Technology Boulevard West
Bozeman, Montana 59718

.2 Consultants

Not Applicable

.3 Contractors

Not Applicable

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

Not Applicable.

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

(Paragraph deleted)

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Carlos VeLarde
P.E., County Engineer
Val Verde County
400 Pecan Street 3rd Floor
Del Rio, Texas 78840

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

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Carlos VeLarde
P.E., County Engineer
Val Verde County
400 Pecan Street 3rd Floor
Del Rio, Texas 78840

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

Not Applicable.

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Rick Nichols
rick.nichols@agateinc.com
(480) 994-9455
2377 North Country Club Drive
Scottsdale, Arizona 85256

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten working days written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 14.4
(Paragraphs deleted)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 **The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 **Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 **Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder.

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Preconstruction Services and Design costs will be time invoices on a monthly basis.

§ 2.1.2 The hourly billing rates for services of the Design-Builder are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Individual or Position	Rate
Project Sponsor	\$146 / Hour
Preconstruction Services Director	\$126 / Hour
Preconstruction Manager	\$104/ Hour
Estimator	\$93 / Hour
Preconstruction Administrator	\$52 / Hour

The hourly billing rates are fixed and are not auditable.

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .6 All taxes levied on professional services and on reimbursable expenses; and
- .7 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Design Build Subcontractors incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

Six Percent (6%)

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of one year following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with all applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to

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applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction, if applicable.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Design Build Subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct Weekly Meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Project.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 **Progress Reports**

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a weekly basis, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 **Design-Builder's Schedules**

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits currently under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include

allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 **Design-Builder's Submittals**

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

(Paragraph deleted)

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the gross negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. As set forth in Exhibit "E".

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent

with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 Allocations of program functions, detailing each function and their square foot areas;
- .2 A preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 A preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 The following:
(List additional information, if any, to be included in the Design-Builder's written report.)

No additional information is to be included.

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

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- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Owner shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within fourteen (14) days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within seven (7) calendar days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the seven (7) calendar day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

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§ 5.12 Access to Work

The Design-Builder shall provide the Owner access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder within fourteen (14) calendar days after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

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§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible upon mutual agreement.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the

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Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 Carlos VeLarde shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within five (5) calendar days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give written notice withing seven (7) calendar days thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has Set Aside financing to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit "E". Design-Builder is to provide Course of Construction/Builder's Risk Insurance for the duration of the construction. At the conclusion of the construction and when a Certificate of Occupancy is obtained from the local building authority, the Owner must have put in place all insurance coverage as the Design-Builder will be terminating coverage.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for

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determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing three (3) days time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner and Design-Builder shall mutually determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten (10) business day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate mutually agreed upon Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

Phase I Design and Engineering Budget to be agreed to by Contractor and Owner prior to commencement of the work. Phase II Construction Budget is to be agreed to prior to commencement. Each phase will have a Schedule of Values submitted and approved prior to commencement of work.

§ 9.3 Applications for Payment

§ 9.3.1 On the last working day of the month the Design-Builder will submit each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within twenty (20) calendar days after receipt of the Design-Builder's Application for Payment, issue payment to the Design-Builder.

(Paragraphs deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has approved a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than fourteen (14) days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

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§ 9.7 Failure of Payment

If the Owner does not approve a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon five additional days written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;

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- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 14 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will

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promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties

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established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the

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Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give five days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than thirty (30) cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than ten (10) business days written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than ten (10) business days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven (7) days written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed ten (10) business days after receipt of termination, together with Reimbursable Expenses then due

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and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven (7) days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than two (2) years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within fourteen (14) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, or had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential, actual and liquidated damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential, actual and liquidated damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten (10) business days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten (10) days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within thirty (30) days from the date of an initial decision, demand in writing that the other party file for mediation within sixty (60) days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, with consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or

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certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

Init.

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§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

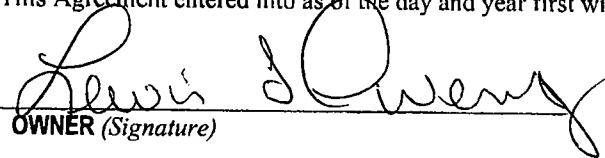
ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 Exhibit B, Insurance

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Lewis G. Owens, County Judge
(Printed name and title)


DESIGN-BUILDER (Signature)

Rick Nichols, CEO / Principal
(Printed name and title)

Init.

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#46

VAL VERDE COUNTY PERSONNEL POLICY MANUAL

Revised 2-28-2022

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Alcohol and Drug Effects

APPENDIX B –

Employee Notification Letter for Required C.D.L. Driver

APPENDIX C –

Alcohol and/or Controlled Substance Test Notification

APPENDIX D –

Observed Behavior Reasonable Suspension

APPENDIX E –

Alcohol and Controlled Substance Employee's Cert. Receipt

APPENDIX F –

Flow Chart – Alcohol Testing 49 CFR Part 382

COVER LETTER

Dear Employee:

This employee manual has been compiled to help both employees and supervisors understand the personnel policies of Val Verde County. The manual is detailed in its scope and has been written in clear language and is indexed in easy to find sections.

The manual was compiled over various staff meetings with the following county employees and elected officials taking part:

Martin Wardlaw, Commissioner Pct. 1
Juanita Barrera, Human Resource Director
Jose Francisco Martinez, Sheriff
David Bond, Library Director

Elodia Garcia, Tax Assessor/Collector
Jo Ann Cervantes, District Clerk
Matthew Weingardt, County Auditor
David Martinez, County Attorney

Sincerely,

Val Verde County Personnel Manual Committee.

PERSONNEL POLICY MANUAL INTRODUCTION

Personnel policies in smaller local government jurisdictions frequently evolve through tradition and custom. Often, they are not even written into formal statements. As government grows and becomes more complex, even the very small jurisdiction finds that it must have clearly stated personnel policies for effective operation.

These personnel policies for Val Verde County have been developed to provide a better understanding of the relationship between the County and the citizens who serve the County as employees. This is done by:

- a. Defining the rights and privileges enjoyed by County Employees.
- b. Stating the rules and regulations that apply to County Employees.
- c. Outlining the expectations, the County has of its Employees.
- d. Providing a system of fair and consistent treatment for all Employees.
- e. Providing information and systems to increase the efficiency of the personnel management program of the County.
- f. Providing guidance for compliance with federal law and/or state laws and regulations regarding employment practice.

Each of these policies and parts of policies are intended to stand independently, therefore, if any policy or part of a policy becomes invalid because of federal or state law or other authority, it shall not affect the validity or application of other policies or parts of policies.

From time to time, it may be necessary to make changes in these policies as a result of changes in the County or its programs. When this occurs, all County employees shall be notified of the changes and the date the changes are to be effective.

The purpose of these policies is to serve the needs of both the employees and the County to the mutual benefit of both. Any employee who has a question concerning any of the Val Verde County's personnel policies is encouraged to discuss it with his or her supervisor.

NO WEAPONS POLICY

Val Verde County strictly prohibits weapons of any type in County buildings or vehicles and at any County sponsored events. This includes visible and concealed weapons, even those for which the owner has obtained the necessary permits (Exception: Law Enforcement Personnel, 4H Rifle Team & Archery Team).

While this list is not all inclusive, "weapons" include firearms, knives with a blade longer than 5 1/2 inches, any explosive materials, [any] other objects that could be used to harass, intimidate, or injure another individual.

Violators of this policy will be subject to disciplinary action, up to and including termination.

**PERSONNEL MANUAL &
EMPLOYMENT AT WILL ACKNOWLEDGMENT**

I have received a copy of the Val Verde County Personnel Manual that outlines my benefits and obligations as a county employee. I understand that I am responsible for reading and familiarizing myself with the information in this manual and understand that it contains general personnel policies of the County. If I need clarification on any of the information in this manual, I will contact my immediate supervisor.

I further understand that the Val Verde County Personnel Manual is not a contract of employment. I understand that my employment may be terminated by either myself or the County, at any time, with or without cause, and with or without notice.

I understand that this policy manual is intended only to provide guidance in understanding Val Verde County policies, practices and benefits. Except for the policy of "At Will" employment, I understand that the Val Verde County retains the right to change this policy manual, and to modify or cancel any of its employee benefits when the need for change is recognized.

I further understand that as a Val Verde County employee, I have a personal responsibility to provide quality service to the public, to achieve the highest degree of safety possible for my fellow workers, to continually make suggestions for improvements and to display a spirit of team work and cooperation.

I understand that I will be granted compensatory time off in lieu of payment of overtime to the extent provided by law and I may be required to take earned compensatory time off at the County's discretion.

I have read and understand these policies.

Signature of Employee

Signature of Official/Supervisor

Printed Name

Printed Name

Date Signed

EMPLOYMENT AT WILL POLICY

All employment with Val Verde County shall be considered "at will" employment. No contract of employment shall exist between any individual and Val Verde County for any duration, either specified or unspecified. No provision of this employee handbook shall be construed as modifying your employment at will status. Val Verde County shall have the right to terminate the employment of any employee for any legal reason, or no reason, at any time either with or without notice. Val Verde County shall also have the right to change any condition, benefit, policy, or privilege of employment at any time, with or without notice. Employees of Val Verde County shall have the right to leave their employment with the County at any time, with or without notice.

Val Verde County Officials desire to have a clear and understandable personnel policy manual for their employees. The revised policy manual will help Val Verde County comply with current employment laws and standards. The revised personnel manual will allow for the implementation of a more effective county government which will benefit the citizens of Val Verde County through more efficient standards. The following elected officials and department heads agree to abide by and, fully implement the policies contained therein.

Lewis G. Owens, Jr.
County Judge

Rolando Andrade
63RD Judicial District Judge

Robert Cadena
83rd Judicial District Judge

Sergio Gonzalez
County Court-at-Law Judge

Generosa Ramon
County Clerk

David E. Martinez
County Attorney

Elaida Garcia
Tax-Assessor Collector

Joe F. Martinez
Sheriff

Matthew Weingardt
County Auditor

Aaron Rodriguez
County Treasurer

Jo Ann Cervantes
District Clerk

Juanita A. Barrera
Human Resources Director

Martin Wardlaw
Commissioner Pct. #1

Juan C. Vazquez
Commissioner Pct. #2

Robert Nettleton
Commissioner Pct. #3

Gustavo Flores
Commissioner Pct. #4

Jesse Trevino
Justice of the Peace, Pct. #1

Antonio Faz
Justice of the Peace, Pct. #2

Marion Cole
Justice of the Peace, Pct. #3

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

Dionicio Trevino III
Constable, Pct. #1

Daniel Reyes
Constable, Pct. #2

Stephen Berg
Constable, Pct. #3

Gerardo Hernandez
Constable, Pct. #4

David Bond
Librarian

Melissa Vasquez
Purchasing Agent

Carlos F. Velarde
Risk Mgmt./Engineering

Jerry Rust
Fire Chief

On the 9TH day of January, 2012, the Val Verde County Commissioners Court hereby adopted, accepted, and placed into effect this manual called the VAL VERDE COUNTY PERSONNEL POLICY MANUAL and it shall be in effect from this day forward until rescinded by official order or resolution of the Val Verde County Commissioners Court.

Lewis G. Owens, Jr., County Judge

Martin Wardlaw, Comm. Pct. 1

Juan C. Vazquez, Comm. Pct. 2

Robert Nettleton, Comm. Pct. 3

Gustavo Flores, Comm. Pct. 4

ATTEST:

Generosa G. Ramon
County Clerk

SECTION 1:

**EMPLOYMENT &
EMPLOYEE STANDARDS
& PRACTICES**

1.01 EQUAL EMPLOYMENT OPPORTUNITY

Elected and appointed officials, department heads, supervisors, and employees of Val Verde County shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, including lesbian, gay, bi-sexual or transgender status, age, genetic information, pregnancy, veteran status, disability, or any other condition or status protected by law in hiring, promotion, demotion, raises, termination, training, discipline, use of employee facilities or programs, or any other benefit, condition, or privilege of employment except where required by state or federal law or where a bona fide occupational qualification exists. If an employee needs an accommodation as a result of a condition or status protected by law, please advise your elected official, appointed official, department head or the county attorney.

AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT

It is the policy of Val Verde County to prohibit any harassment of, or discriminatory treatment of employees on the basis of a disability, or because an employee has requested a reasonable accommodation. If an employee feels they have been subject to such treatment, or has witnessed such treatment, the situation should be reported to your elected official, appointed official, department head or the county attorney. An employee’s disability must be treated with the utmost confidentiality.

It is Val Verde County’s policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the county. In accordance with the Americans with Disabilities Act, as amended (ADAAA), reasonable accommodations may be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs, or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment, and all employees. If you require accommodation, please contact your elected official, appointed official, department head. Reasonable accommodation shall be determined through an interactive process of consultation.

REASONABLE ACCOMMODATION

Reasonable accommodations shall be made for otherwise qualified disabled individuals to afford them the same opportunities for selection and all conditions and privileges of employment as other applicants and employees.

Determination of reasonable accommodation shall be made through interactive consultation with the disabled employee or applicant and the department head or where deemed necessary, through consultation with outside resources.

If you require accommodation, please contact your elected official or department head.

1.02 EMPLOYEE STATUS

- FULL-TIME - An employee who has a normal work schedule of at least 37.5 hours per week.
- PART-TIME - An employee who has a normal work schedule of less than 29 hours per week.
- REGULAR - An employee who is not considered to be a temporary employee as defined in this policy shall be considered to be a regular employee. (Regular Employees may either be full-time or part-time).

TEMPORARY - An employee in a position that is established for a specific period of time (usually less than one year) or until a specific project is completed shall be considered a temporary employee. **(Temporary employees may be full-time or part-time).**

BENEFITS - Regular full-time employees shall be eligible for benefits in accordance with the eligibility requirements stated with each policy describing a benefit. **(Temporary and regular part-time employees shall not be eligible for any benefits except those required by law).**

EMPLOYMENT AT WILL

All employees are considered to be "At Will" as defined in the "Policy on Employment at Will" and employee status shall not be considered a contract of employment.

1.03 NEPOTISM

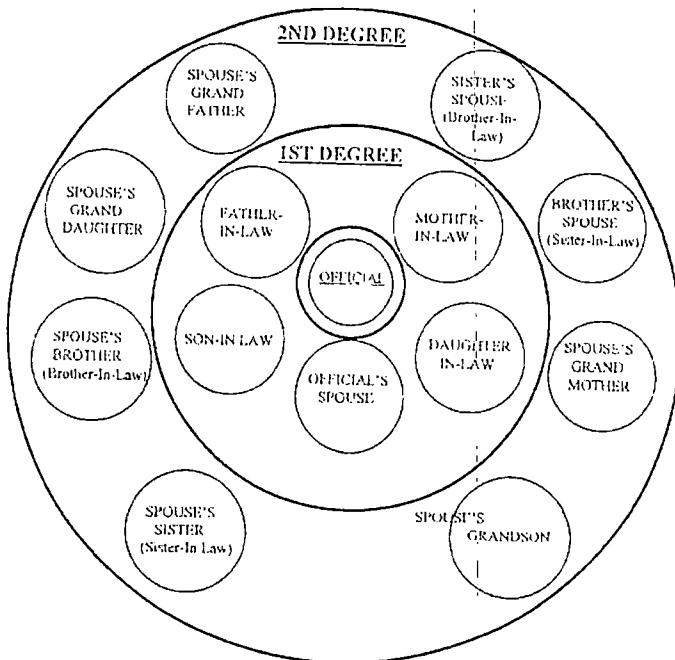
HIRING A RELATIVE

An elected or appointed official of Val Verde County shall not appoint, vote for, or confirm the appointment to any office, position, clerkship, employment or duty of any person related within the third degree of consanguinity or the second degree of affinity as determined by V.A.C.S., Art. 5996a.

Nothing herein shall prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty for the following period prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree:

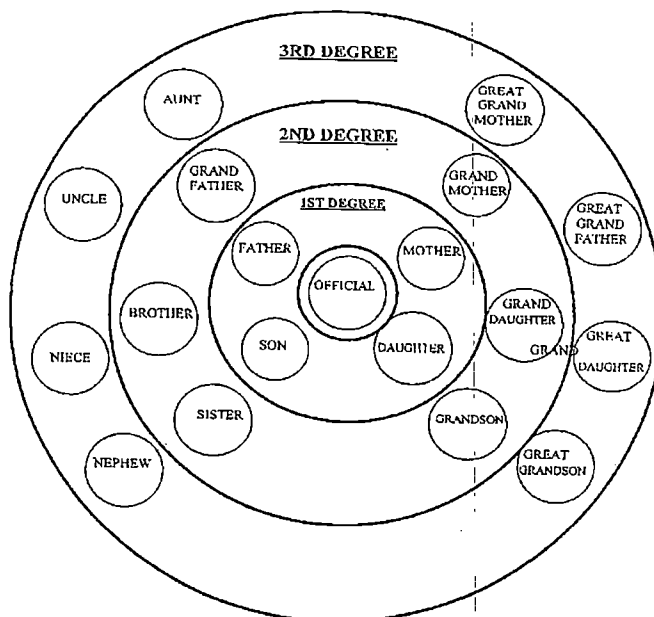
- a. At least 30 days, if the officer or member is appointed.
- b. At least six months, if the officer or member is elected at an election other than the general election for state and county officers.
- c. Or at least one year, if the officer or member is elected at the general election for state and county officers.

Whenever a person is allowed to continue in an office, position, clerkship, employment, or duty because of the operation of paragraph 2, the prohibited degree shall not participate in the deliberation or voting upon the appointment reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees.



Affinity Kinship Chart
(Marriage)

TEXAS NEPOTISM CHART CIVIL LAW METHOD



Consanguinity Kinship Chart
(Blood)

TEXAS NEPOTISM CHART CIVIL LAW METHOD

1.04 PHYSICAL STANDARDS

BASIC STANDARDS

Each current employee or job applicant of Val Verde County shall be required to meet the basic physical standards for the job in which they are employed or for which they are applying for.

The County may require a job applicant to take a physical examination to determine if they meet the basic physical standards necessary to perform the essential job functions for which they are applying for after a conditional offer of employment is extended. The physical's results can affect the conditional offer of employment if the physical requirements (listed on the job description) are not met. All physical exams shall be at the county's expense.

The purpose of any physical examination conducted under the provisions of this policy, and the nature of any reports generated by such a physical examination, shall be to measure and show only physical standards and abilities that are specifically required for the job in which the individual is employed or for which they are applying for.

Determination of reasonable accommodation for otherwise qualified disabled employees or applicants shall be made in accordance with the provisions of the EQUAL EMPLOYMENT OPPORTUNITY POLICY.

1.05 RECRUITMENT AND SELECTION

RECRUITMENT

Recruitment of qualified applicants to fill openings on the staff of Val Verde County may include, but not be limited to, public posting in the Val Verde County Courthouse and referrals from the Texas Workforce Commission serving Val Verde County. The Human Resources Director shall be responsible for notifying existing employees of current vacancies.

APPLICATION

An individual who is not a current employee of Val Verde County shall be required to fully complete an application for employment form provided by the County before they can be considered to be an applicant for any position in the County and shall be registered with the Texas Workforce Commission.

The personnel file of current County employees applying for open positions shall serve in lieu of having to complete a new application form. Current County employees shall be given first consideration to fill current openings in the form of lateral transfers. First consideration does not guarantee a job transfer. It includes first notification and review of the current employee's qualifications for the position.

Application for any open position in the County shall be made at the personnel department.

DISQUALIFICATION

An applicant shall be disqualified from consideration if they:

- a. Do not meet the minimum qualifications necessary for the performance of the duties of the position for which applying.

- b. Has knowingly made a false statement on the application form or any other documents related to or which have bearing on the selection process.
- c. Has committed or attempted to commit a fraudulent act at any stage of the selection process; or is not legally permitted to hold the position.

An applicant may be disqualified from consideration for employment for other reasonable grounds relating to job requirements.

SELECTION

It shall be the policy of Val Verde County to select a qualified applicant to fill any open position. Selection is to be made by the official or department head having the opening.

Steps in determining an applicant's overall suitability for a position may include but not limited to:

- a. A review of the application to determine basic qualifications;
- b. A personal interview with the potential supervisor;
- c. Reference and other background checks.

Applications of individuals applying for employment with Val Verde County shall be kept in the Personnel office for a minimum of 24 months after the initial date of the application and in addition applications are considered active for 6 months.

When a vacancy is filled, the applications of individuals not selected shall be sent to the Personnel's office to be placed in the application files.

The applications kept in the Personnel office may be reviewed during normal working hours by any supervisor having an opening in his or her department.

1.06 SEXUAL HARASSMENT, GENERAL HARASSMENT & DISCRIMINATION

POLICY

All forms of harassment and discrimination are prohibited by Val Verde County whether committed by an elected official, appointed official, department head or employee. Val Verde County does not tolerate harassment or discrimination in the workplace of its employees by non-employees. It shall be the policy of Val Verde County to provide a workplace free of harassment and discrimination for all employees and to take corrective steps to eliminate such harassment and discrimination when the County becomes aware it is taking place. The County will take measures to preclude any form of harassment or discrimination. All County employees are encouraged to report any complaint of harassment or discrimination. The County will promptly and thoroughly investigate any complaint of harassment or discrimination and take prompt remedial action if necessary. Any employee who violates this policy may be disciplined up to and including termination.

DEFINITION

Val Verde County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, including lesbian, gay, bi-sexual or transgender status, sexual orientation or gender identity, race, color, religion, national origin, age, genetic

information, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of, the conduct is used as the basis for an employment decision; or (3) the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance where:

- a. Submission to such conduct is either an expressed or implied condition of employment.
- b. Submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person.
- c. The conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile or offensive work environment.

All claims of harassment or discrimination shall be taken seriously and investigated promptly, thoroughly and as is consistent with the investigation; confidentially.

While all claims of harassment or discrimination shall be handled with discretion, there can be no complete assurance of full confidentiality.

No retaliation or other adverse actions shall be taken against an employee who, in good faith, files a claim of sexual harassment, general harassment or discrimination or those employees who cooperate in the investigation of a complaint.

EMPLOYEE RESPONSIBILITY

Use the following procedures so that your complaint may be resolved quickly and fairly.

1. When practical, confront the harasser and ask them to stop the unwanted behavior.
2. Record the time, place and specifics of each incident, including any witnesses.
3. Report continuing harassment to the Elected Official or Appointed Official who is responsible for your department or to the Human Resource Director, County Judge or the County Attorney.
4. If a thorough investigation reveals that unlawful harassment has occurred, Val Verde County will take effective remedial action in accordance with the circumstances up to and including termination.

REPORTING AND INVESTIGATION

Employees who feel they have been harassed or discriminated against should immediately report the situation to the elected appointed official who is responsible for the department in which they work.

If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the Human Resources Director, County Judge, or the County Attorney.

The official or department head to whom a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim by reporting all claims to Human Resources Director. Employees and witnesses may be asked to sign written complaints of the allegations of harassment and discrimination. All Elected Officials, Appointed Officials, Department Heads and employees will be expected to fully cooperate in the investigation.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

OTHER RIGHTS

Reporting or failing to report claims in accordance with the procedure given in this policy shall not limit other legal recourse an employee may have in regard to harassment charges.

1.07 PROMOTION

It shall be the policy of Val Verde County to provide promotional opportunities for current employees whenever reasonably possible.

Employees wishing to apply for a promotion into an available position shall make application for that position in accordance with the provisions of the POLICY ON RECRUITMENT AND SELECTION.

While the County's policy is to fill each position with a qualified applicant, preference may be given to current county employees by the elected official or department head if the county employees can meet the job's requirements.

PROMOTED EMPLOYEES

If a promoted employee cannot meet the required standards of the new position, the employee may be discharged or may be restored to the position from which they were promoted or to a comparable position.

PAY INCREASE

When an employee is promoted within the County, the employee will receive the higher of the base salary for their new position or a 5% increase in current pay.

1.08 TRANSFER

Transfers are the lateral movement of an employee from one position to another with the same responsibility or complexity of job duties with no change in salary within the department.

Elected officials, appointed officials or department heads may transfer an employee in their department to a vacant position within their department. All transfers must be handled in accordance with the budget adopted by Commissioners Court.

1.09 DRESS CODE

Val Verde County expects all employees to be well groomed, clean, and neat at all times. Each elected Official/department head will determine the type of attire that is acceptable for their designated department.

1.10 EMPLOYEE ATTENDANCE AND TIMELINESS

ATTENDANCE

Each employee shall report for work on each day they are scheduled to work unless prior approval is given by the employee's supervisor or the employee is unable to report for work due to circumstances beyond the control of the employee.

TARDINESS

Each employee shall be at their place of work in accordance with the starting time established for their position unless prior approval is given by the supervisor or the employee is unable to be at work on time for reasons beyond the control of the employee.

Each employee shall remain on the job until the normal quitting time for their job unless permission to leave early is given by the employee's supervisor.

NOTIFICATION

If an employee is tardy or absent without prior approval, the employee shall be responsible for notifying their supervisor as soon as is practical as to the circumstances causing the tardiness or absence.

EXCUSED AND UNEXCUSED

In deciding whether a tardiness or absence without prior approval is to be classified as approved or unapproved, the supervisor shall be responsible for determining if the employee was tardy or absent due to circumstances beyond the reasonable control of the employee.

EXCESSIVE ABSENCE OR TARDINESS

Frequent unexcused absences or tardiness shall make an employee subject to disciplinary measures up to and including termination.

POSITION ABANDONMENT

An employee who does not report for work for three consecutive scheduled work days, and who fails to notify his or her supervisor, shall be considered to have resigned their position by abandonment.

1.11 OUTSIDE EMPLOYMENT AND ACTIVITIES

An employee of Val Verde County shall not engage in any activity or other employment which will adversely affect their ability to effectively carry out the duties and responsibilities of their job.

An employee accepting other employment while still being employed by Val Verde County shall notify their supervisor before beginning such work except in instances where the work may be occasional or casual.

1.12 RESPONSIBILITY FOR COUNTY PROPERTY

ASSIGNED PROPERTY

All County employees shall be responsible for the proper use and maintenance of all tools, equipment or vehicles in their care, custody or control. County employees will only use equipment, vehicles, tools, and other county property that they are authorized to use.

PERSONAL USE

Personal use of county vehicles, equipment, supplies, tools, and any other County property shall not be permitted.

DRIVER'S LICENSE

A County employee who operates any County equipment or vehicle which requires a license shall be required to have a current active license for that vehicle or equipment any time they operate it.

Any employee who operates a vehicle or equipment which requires a license for legal operation shall immediately notify their supervisor of any change in the status of that license.

An employee whose job involves operation of a vehicle for equipment requiring a license for its legal operation shall be subject to possible job change or termination if that license is suspended or revoked.

An employee whose job involves operation of a vehicle or equipment requiring a license for its legal operation, but who is deemed uninsurable by the County's insurance carrier even though the employee's license has not been revoked or suspended, shall be subject to possible job change or termination.

Val Verde County requires that any employee who drives a County vehicle must have in their possession at all times a current and valid driver's license. Compliance with this policy is required of the employees. Violation of this policy may subject the employee to disciplinary action leading to termination.

Human Resources Director will ensure compliance with this policy. HR will conduct an annual audit on the driver's licenses of employees who drive Val Verde County vehicles to ensure that they are not suspended or revoked. It is also the employee's responsibility to advise their immediate supervisor if a change in their license has occurred.

ACCIDENTS

Any employee involved in an accident while operating County equipment or vehicles shall immediately report the accident to his or her supervisor and to the proper law enforcement or other authority immediately.

A copy of all accident and incident reports including an employee statement shall be sent to the Supervisor and the Human Resources Director, Risk Management and the County Attorney.

1.13 TELEPHONE USEAGE

COUNTY TELEPHONES

County telephone shall be used for conducting the business of Val Verde County.

PERSONAL USE

Personal use of County telephones by County employees shall be limited to situations where it is necessary for the employee to make a personal call.

Excessive personal use of County telephone may make an employee subject to disciplinary measures, up to and including termination.

LONG DISTANCE

Long distance calls on County phone shall be made only by County employees authorized to make long distance calls and only for official County business.

Violation of policy will subject the employee to possible disciplinary actions, up to and including termination.

1.14 COUNTY CELL PHONE USAGE

Val Verde County determines on a case by case basis the need for county provided cell phones. County cell phones are to be used for business purposes only. Employees who use their cell phones for personal use will be required to reimburse the county for the unauthorized use. The employee may also lose the privilege of having a county cell phone.

Val Verde County strongly discourages the use of any cell phone while operating any vehicle. Employees should plan calls to allow placement of calls either prior to traveling or while on rest breaks.

Val Verde County bans all employees from texting, emailing or reading emails while operating any county owned vehicle. County employees who are driving their own personal vehicle are also banned from texting while driving on county business. Federal law prohibits any CDL drivers operating any vehicle over 10,000 GWR from texting with fines and penalties, up to including loss of CDL.

Employees in possession of a Val Verde County owned cellular phones are required to take appropriate precautions to prevent theft and vandalism of all company equipment.

PERSONAL CELL PHONE USAGE

Each department shall set their own rules and regulations regarding personal cell phone usage while at work.

1.15 GROUP COMMUNICATION POLICY

The County may, as needed, use group communication tools (such as email and text messages) to communicate with all employees (or subsets of them) on matters of official county business that require

immediate notification or that are of a sufficient level of importance to warrant special attention. The county may also use group communication tools to communicate with employees in the event of emergencies or where other means are impractical. With the exception of the Emergency Notification System, any such group communications to employees must be approved by the County Judge and should be limited to those matters (such as office closures) that affect the majority of the defined group. The group communication identifies the person sending it and from where it originated.

If an employee has a non-county issued cell phone and wants to receive group communications as described above, the employee must notify the Human Resources department. (Consent to Release form is part of HR new hire process).

1.16 CONFIDENTIALITY

Val Verde County is a public entity; however, some county employees acquire confidential (confidential, non-public) information as a result of their position with the county. This information must be protected. Employees who reveal confidential (confidential, non-public) information they have received as a result of their position may be subject to discipline up to and including termination.

Regarding the personnel information on employees of Val Verde County; much of the information in an employee's personnel file, including salary and job evaluations is subject to disclosure under the Public Information Act, however, highly personal matters are typically not subject to disclosure. The county will adhere to the Public Information Act requirements.

1.17 IRS FRINGE BENEFITS

Val Verde County will comply with the IRS in regards to fringe benefits such as county uniforms, county vehicle usage and day-trip meals. You may be responsible for paying taxes when you receive such fringe benefits.

Employees who request reimbursement for meals where no overnight stay is required will have the entire value of reimbursement made through payroll in order to satisfy IRS regulations regarding the taxability of IRS fringe benefits.

Where the county provides uniforms to employees, including the sheriff's department, fire department and road/bridge department, where the uniform consists of khaki pants, wranglers, blue jeans, polo shirts, straw hats, cowboy hats, belts, belt buckles, boots, or any other item that can be worn or altered to be worn in public-off duty, the employee will be responsible for paying fringe benefit taxes on such items. The amount of the clothing will be added to the employee's pay and the employee must pay the taxes only for such clothing.

When a county employee is required by the county to wear a certain uniform, then the above paragraph will not apply as long as the uniform is not worn after hours, weekends or holidays.

1.18 E-MAIL / INTERNET

Val Verde County has established a policy with regard to access and disclosure of electronic mail messages created, sent or received and access to the internet by County employees using the County's electronic mail system. The County intends to honor the policies set forth below but must reserve the right to change them at any time as may be required.

Val Verde County respects the individual privacy of its employees. However, employee privacy does not

extend to the employee's work-related conduct or the use of Val Verde County provided equipment or supplies. You should be aware that the following guidelines may affect your privacy in the workplace. Employees waive any right to privacy in anything they create, store, send or receive on the county computer or internet. You should understand that Val Verde County records are subject to open record requests and disclosure as required by law.

As a condition of providing internet access to employees, Val Verde County places certain restrictions on workplace use of the internet. Val Verde County encourages employees to use the internet to communicate with other county employees and the public regarding matters within an employee's assigned duties; to acquire information related to or designed to facilitate the performance of regularly assigned duties and to facilitate performance of any task or project in a manner approved by the employee's supervisor for county business purposes.

The internet access will not be used for any "Streaming Downloads" (requires user to remain attached to web site for an extended period of time) such as, but not limited to, news services or music web sites. The employee must not remain on-line, but immediately disconnect upon completion of internet access.

Employees are strictly prohibited from using the county provided internet for the following: game playing; distribution of destructive programs (i.e., viruses or self-replicating code); hateful, harassing or other anti-social behavior; offensive or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs; making publicly accessible obscene files; sending or soliciting sexually oriented messages or images; solicitation; commercial usage of non-county business; operating a business, usurping business opportunities or soliciting money for personal gain or searching for jobs outside of Val Verde County; sending chain letters, gambling or engaging in any other activity in violation of the law; dissemination or printing of copyrighted materials (including articles and software) in violation of copyright laws; or sending, receiving, printing or otherwise disseminating confidential information of Val Verde County.

The electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authority.

The County maintains an electronic mail system as well as providing access to the internet. This system is provided by the County to assist in the conduct of business within the County.

The electronic mail system internet access hardware is County property. As such, all messages composed, sent, or received on the electronic mail system are and remain the property of the County. They are not the private property of any employee. Additionally, the County reserves the right to restrict Internet access on County hardware to those sites deemed offensive and unnecessary to the accomplishment of County business.

The County reserves the right and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail system for any purpose (applies to internet sites accessed as well). The contents of electronic mail property obtained for legitimate business purposes may be disclosed within the County without the permission of the employee.

The confidentiality of any message or internet access should not be assumed. Even when a message or file is erased, it is still possible to retrieve and read that message/file. Further, the use of passwords for security does not guarantee confidentiality. The electronic mail system has been installed by Val Verde County to facilitate business communications. Although each employee may have an individual password to access the system, it belongs to Val Verde County and the contents of the email communications can be accessible at all times by Val Verde County management for any business purpose. These systems may

be subject to periodic unannounced inspections and should be treated like any other shared file systems. All system passwords and encryption keys must be available to Val Verde County management, and your passwords or encryption keys must be available to your direct supervisor. Backup of your email may be maintained and referenced for business or legal reasons. You should never assume that any message is confidential.

Notwithstanding the County's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this guidance must receive prior approval by the employer.

Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission.

All material downloaded from the internet or from other computers or networks MUST be scanned for viruses and other destructive programs before being placed on the Val Verde County computer system.

Any employee(s) who discover a violation of this guidance shall notify their department head/ elected official, or the Human Resources Director. Offensive e-mail messages should be forwarded to your department head / elected official or Human Resources Director for review or investigation. Access to offensive internet sites should be reported as well upon discovery. All complaints will be investigated promptly.

Any employee who violates this guidance or uses the electronic mail system or internet for improper purposes shall be subject to discipline, up to and including termination.

1.19 COUNTY VEHICLE USAGE

Some employees may be required to use county vehicles as a part of their job. Employees who are assigned county vehicles shall be responsible for the care, maintenance, proper use and upkeep. Employees may only use the vehicles they are authorized to use. Employees may not allow non-County employees to operate the vehicles they have been assigned.

Personal use of the county owned vehicle is strictly prohibited. The employee may use the vehicle for business use only.

Elected Officials and employees with compensation at least as great as a Federal government employee at Executive Level V (2010-\$145,700) must use a personal mile's driven log and include commuting to and from work time as personal miles. They will be taxed at the current federal rate for all personal miles driven. They must turn the log in monthly and their income will be grossed up and taxed quarterly.

Some vehicles meet the IRS definition of a qualified non-personal use vehicle. They include, generally the following vehicles: 1) clearly marked police or fire vehicles, 2) unmarked vehicles used by employees of the Sheriff's Department and any other law enforcement officers if the use is officially authorized for police business only, 3) qualified specialized utility repair trucks, 4) ambulance, 5) vehicles designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds, 6) delivery truck with a seat for the only, or 7) a passenger bus with the capacity of at least 20 passengers, if used for its specific purpose.

Employees who operate vehicles must maintain a current active license for the operation of that vehicle. If they have any change in status of their license, they must immediately notify their supervisor. An

employee whose job involves operation of a vehicle requiring a license for its legal operation shall be subject to possible job change, demotion or termination if that license is suspended or revoked.

An employee whose job involves operation of a vehicle or equipment requiring a license for its legal operation, but who is deemed uninsurable by the County's vehicle insurance carrier even though the employee's license has not been revoked or suspended, shall be subject to possible job change, demotion or termination.

Any employee involved in an accident while operating County equipment or vehicles shall immediately report the accident to his or her supervisor and to the proper law enforcement or other authority immediately. A copy of all accident and incident reports including an employee statement shall be sent to the Supervisor, Human Resources Director, Risk Management and the County Attorney.

1.20 CONFLICT OF INTEREST

Employees of Val Verde County shall not engage in any employment, relationship, or activity which could be viewed as a conflict of interest because of the potential or appearance of affecting the employee's job efficiency, or which would reduce their ability to make objective decisions in regard to their work and responsibility as a County employee.

Employees involved in conflict-of-interest situations shall be subject to discipline, up to and including termination.

PROHIBITED ACTIVITIES

Activities which constitute a conflict of interest shall include but not be limited to:

- a. Soliciting, accepting, or agreeing to accept a financial benefit, gift, or favor, other than from the County, that might reasonably tend to influence the employee's performance of duties for the County or that the employee knows or should know is offered with the intent to influence the employee's performance.
- b. Accepting employment, compensation, gifts, or favors that might reasonably tend to induce the employee to disclose confidential information acquired in the performance of official duties.
- c. Accepting outside employment, compensation, gifts, or favors that might reasonably tend to impair independence of judgment in performance of duties for the County.
- d. Making any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and his or her duties for the County.
- e. Soliciting, accepting, or agreeing to accept a financial benefit from another person in exchange for having performed duties as a county employee in favor of that person.

1.21 POLITICAL ACTIVITY

Employees of Val Verde County shall have the right to support candidates of their choice and to engage in political activity during their personal time.

Employees of Val Verde County shall not:

- a. Use their official authority or influence to interfere with or affect the result of any election or nomination for office.
- b. Directly or indirectly coerce, attempt to coerce, command or advise a state or local official or

- employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political reason.
- c. Use any equipment, property, or material owned by the county for political activity or engage in political activity while on duty for the County.

1.22 WHISTLEBLOWER

An employee may, in good faith, report an alleged violation of a Val Verde County Policy or federal or state law to his or her supervisor or department head, unless all of these persons are the alleged perpetrators of the alleged violation of policy or law. If all of the listed persons are alleged to be involved in the violation, the employee may report the allegation to County Attorney or sheriff's office. The county or other law enforcement entity will investigate the reported activity.

An official, supervisor, department director, or any other employee is prohibited from taking adverse employment action against an employee who, in good faith, reports an alleged violation of County policy or federal or state law to a designated person, pursuant to this policy.

An employee who intentionally makes a false report of wrongdoing may be subject to discipline up to and including termination.

An employee who, in good faith, believes they are being subjected to retaliation based on a report of alleged wrongdoing under this policy should immediately contact Human Resources, County Attorney, and County Judge.

1.23 WORKPLACE VIOLENCE

Val Verde County is committed to providing a workplace free of violence. Val Verde County will not tolerate or condone violence of any kind in the workplace. The county will also not tolerate or condone any threats of violence, direct or indirect, this includes jokes. All threats will be taken seriously and will be investigated. Employees must refrain from any conduct or comments that might make another employee suspicious or in fear for their safety. Employees are required to report all suspicious conduct or comments to their immediate supervisor. Employees should be aware of their surroundings at all times and report any suspicious behavior from the public, former employees or current employees to their immediate supervisor or the sheriff's department. No employee other than an authorized law enforcement official, judge, or prosecutor may possess a firearm or other weapon with or without permits in all county offices and buildings owned or used by Val Verde County, this also includes county owned vehicles. If employees believe that a person is violating this policy, they should immediately report it to their immediate supervisor or the sheriff's department. Employees found in violation of this policy may be subject to discipline up to and including immediate termination.

1.24 SAFETY

SAFETY STANDARDS

Each County employee shall be required to adhere to the general safety program established for all employees and to all additional safety standards for their job or the department in which they work.

VIOLATIONS

Failure to follow the safety standards set by the County shall make an employee subject to disciplinary action, up to and including termination.

An employee causing an accident resulting in major injury or death because of failure to follow safety standards may be terminated.

Employees seeing unsafe working conditions shall either take steps to correct those conditions or report the unsafe conditions to the department head.

1.25 WEATHER CLOSING & EMERGENCIES

As a general practice, Val Verde County does not close its operations unless the health, safety, and security of county employees are seriously brought into question. When this happens, either because of severe weather conditions or other emergencies, the County Judge is responsible for initiating the closing.

The County Judge will notify the appropriate entities (i.e. Radio, News media, etc.) for a public announcement. Announcements of an emergency closing will, to the extent possible, specify the starting and ending times of the closing.

Many county departments are continuous operating public safety and service departments. Many county personnel will be required to work during emergency closings. Each Elected Official/department head is responsible for designating their own employees and providing alternate information to personnel designated as essential during emergency closings. Public safety will be foremost in the development of departmental emergency action plans.

1.26 DRUG AND ALCOHOL

PURPOSE

The purpose of this policy shall be to establish a drug and alcohol-free workplace to help ensure a safe and productive work setting for all employees.

APPLICABILITY

This policy shall apply to all employees of Val Verde County regardless of rank or position and shall include temporary and part-time employees.

The only exception to this policy shall be the possession of a controlled substance by law enforcement personnel as part of their law enforcement duties.

POLICY

The following shall be a violation of this policy:

- a. The manufacture, distribution, dispensing, possession, sale, purchase, or use of a controlled substance or drug paraphernalia, illegal drug and alcohol on County property.
- b. Being under the influence of alcohol or illegal drugs while on County property or while on duty for the County is prohibited.
- c. The unauthorized possession or use of prescription or over-the-counter drugs while on County

- property or while on duty for the County.
- d. The use of prescription or over-the-counter drugs, while on County property or while on duty for the County, in a manner other than that intended by the manufacturer or prescribed by a physician.

DEFINITIONS

A controlled substance shall include any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S 812), as amended. (A copy of this information is available for review in the Personnel Office.)

County property shall include all County owned, rented, or leased real property such as buildings, land, parking lots etc. and property used by employees such as vehicles, lockers, desks, closets, storage areas, etc.

Drugs shall include any chemical substance that produces physical, mental, emotional, or behavioral change in the user.

Drug paraphernalia shall include equipment, a product, or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise inducing into the human body an illegal drug or controlled substance.

Illegal drug shall include any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any other than a legitimate medical reason, and inhalants used illegally. Included is marijuana or cannabis in all forms.

Under the influence shall be defined as a state of having a blood alcohol concentration of 0.02 or more where "alcohol concentration" has the meaning assigned to it in Section 49.01, Penal Code, or the state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

TYPES OF DRUG & ALCOHOL TESTING

Pre-Employment Testing: All employees may be tested prior to beginning their employment with Val Verde County. The Human Resource Director will provide the information regarding where and when to report for testing. Both a breath test for alcohol and urinalysis for drugs will be required. All offers of employment may be conditional upon passing a drug and alcohol test. No one will be hired who refuses to be tested or fails the test.

Reasonable Suspicion Testing: If an employee is having a work performance problem or displaying behavior that may be alcohol or drug related or is otherwise demonstrating conduct that may be in violation of this Drug and Alcohol Policy where immediate management action is necessary, a supervisor, with the notification of the Human Resource Director, will require that employee to submit to a breath test and or urinalysis. The following conditions may be signs of possible alcohol or drug use (this list is not all-inclusive):

- Abnormally dilated or constricted pupils
- Glazed stare – redness of eyes (sclera)

- Flushed face
- Change of speech (i.e., faster, slower, slurred)
- Constant sniffing
- Increased or unexplained absences
- Redness under the nose
- Sudden weight loss
- Needle marks
- Change in personality (i.e., paranoia, anger)
- Increased appetite for sweets
- Forgetfulness – performance altering – poor concentration
- Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for more money
- Constant fatigue
- Hyperactivity
- Smell of alcohol
- Difficulty walking or standing
- Dulled mental processes
- Slowed reaction rate

Elected officials, appointed officials or supervisors should take immediate action if they have reason to believe that substance or alcohol abuse is affecting the employee's job performance or endangering the public. A supervisor observing such conditions will take the following actions immediately:

- a. Confront the employee involved and keep them under direct supervision until the situation is resolved. Inform the employee of the problems with their job performance and the specific violations of county policy.
- b. Contact the Human Resource Director and inform them of the situation with the employee under suspicion.
- c. After discussing the circumstances with the official or supervisor, the Human Resource Director may observe the employee or will proceed to testing the employee under the reasonable suspicion policy.
- d. The Human Resource Director will require that the employee be immediately required to submit to a breath test and or urinalysis. If the employee refuses to submit to the testing for any reason, the employee may be informed that they are being immediately terminated.
- e. The official or supervisor shall provide to the Human Resource Director documentation of the particular facts related to the behavior or performance problems within 24 hours of sending the employee for reasonable suspicion drug or alcohol testing.
- f. Under no circumstance will an employee be allowed to operate a vehicle or machinery while conducting County business until a confirmed negative test result is received.

Post-Accident Testing: All employees directly involved in an on-the-job accident that results in property damage, lost time or bodily injury will be required to be drug and alcohol tested within 3 hours of the accident.

Any official or supervisor who requests that an employee be tested must contact the Human Resource Director for authorization of the test. They must provide the appropriate documentation to the Human Resource Director

- a. The employee will be escorted and driven to the designated testing facility for a specimen collection.
- b. Tests that may be required include breathalyzer, urinalysis and/or blood tests.

- c. In the case of urinalysis, an observed specimen will be collected. The specimen will be collected and sealed in an appropriate container which will then be laboratory tested.
- d. The employee will sign the chain of command that is provided by the drug testing facility.
- e. The employee will be suspended with pay until the test results are known. Arrangements will be made to safely return the employee to their residence.
- f. Unless required by law, the results of the alcohol or drug test will not be released to anyone other than the Human Resource Director and the official or supervisor without written authorization by the employee.

REFUSAL TO BE TESTED

Each employee is expected to fully cooperate and consent to a drug or alcohol test when requested under the terms of this policy. Refusal to consent to a drug test when requested may result in immediate termination.

POLICY VIOLATIONS

Any employee who violates this policy shall be subject to Disciplinary measures up to and including termination.

PRESCRIPTION DRUGS

Employees taking prescription medications shall be required to notify their supervisor of any possible effects the medication might have regarding their job performance and physical/mental capacity.

Any information concerning prescription medications being used by an employee, and any other medical information of which the supervisor becomes aware, shall be treated as confidential information.

Prescription medications used at work are to be kept in their original container.

TREATMENT

Employees having problems with drugs or alcohol are encouraged to seek treatment from qualified professionals.

Information on benefits provided for treatment of alcohol and drug problems through the County's medical insurance program is available in the employee's insurance coverage booklet or the HR office.

RESERVATION OF RIGHTS

Although adherence to this policy is considered a condition of continued employment, nothing in this policy shall alter an employee's status and shall not be deemed a contract or promise of employment. All employees shall be required to sign a Drug Abuse Policy.

1.27 DRUG ABUSE

STATEMENT OF PURPOSE AND SCOPE

Val Verde County recognizes that alcohol and drug abuse in the work place has become a major concern. We believe that reducing drug and alcohol abuse, we will improve the safety, health and productivity of employees. The object of our drug abuse policy is to provide a safe and healthy work place for all employees, prevent accidents, and comply with section 7.10 of the Texas Worker’s Compensation Act.

The use, possession, sale, transfer, purchase or being under the influence of drugs by employees at any time on County premises or while on County Business is prohibited. The illegal use of any drug is prohibited. Employees must not report for duty or be on County property while under the influence of, or have in their possession while on County property, any drug.

DEFENITION OF DRUG

For the purpose of this policy, the term “drug” whichever it appears in this policy statement, includes alcoholic beverages as well as inhalants and all illegal drugs.

CONSEQUENCES OF VIOLATING THE POLICY

Violation of this drug and alcohol policy shall be terminated.

TREATMENT PROGRAMS & EMPLOYEE INSURANCE

While we do not sponsor or endorse any specific drug treatment programs, such programs are available through public and private health care facilities in our area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents provides limited coverage for expenses related to drug treatment programs. See your supervisor or refer to the plan description for detail.

EDUCATION & TRAINING PROGRAMS

We do not offer, nor require participation in, drug and alcohol abuse education and training programs. However, various public and private facilities in our area offer such programs and affected Employees are encouraged to seek assistance.

I understand that drug testing may be required as condition for employment and employees may be subject to future reasonable suspicion or post-accident drug testing. All CDL drivers will be subject to all federal requirements including random drug testing as well as reasonable suspicion and post-accident drug testing.

Signature of Employee

Date Signed

SECTION 2:

BENEFITS AND LEAVE

2.01 MEDICAL AND LIFE INSURANCE

ELIGIBILITY

All full-time regular employees of Val Verde County shall be eligible for the group medical insurance benefit.

Premium for the coverage for eligible employees shall be paid by the County. Val Verde County provides insurance coverage to eligible retirees up to age 65 or until Medicare eligibility. Retiree's eligible dependents coverage would be paid 100% by the retiree.

DEPENDENT COVERAGE

Eligible employees may cover their qualified dependents by paying the full premium for the dependents.

Deductions for dependent coverage shall be made through payroll deduction from the employee's paycheck each pay period.

EXTENSION OF COVERAGE

Employees who leave the employment of Val Verde County may be eligible for an extension of the medical coverage for themselves and their eligible dependents under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Information on extension of benefits under COBRA is available in the Human Resources Office and may be obtained during the normal working hours for that office.

LIFE INSURANCE

Employees shall have a limited amount of life insurance on themselves as part of their group medical insurance coverage.

INFORMATION

Details of coverage under the group medical insurance plan are available in the Human Resources Office and may be obtained during the normal working hours for that office.

COBRA notifications will be provided to all employees within 30 days of their hire date. All eligible employees and qualified dependents will be provided with COBRA information within 14 days of their termination.

An eligible retiree is an employee who has sufficient time accrued with Val Verde County or at another governmental entity and were not terminated.

No optional deduction shall be made from an employee's paycheck unless the employee turns in written authorization for the deduction to the Human Resources Office.

2.02 RETIREMENT BENEFITS

ELIGIBILITY

All part time and regular employees shall be eligible for the retirement benefit through the Texas County and District Retirement System. Temporary employees will not be eligible for retirement benefits.

CONTRIBUTIONS

Eligible employees shall make contributions to the retirement program through a system of payroll deduction.

Val Verde County shall make a contribution to each eligible employee's retirement account equal to or greater than the contribution of the employee.

INFORMATION

Information on the retirement program may be obtained at the County Personnel Office during the normal working hours for that office.

REHIRING RETIREES

Retired employees shall be eligible to apply for open positions with Val Verde County as long as the following conditions are met:

- a. The retiree has been retired for at least one calendar month.
- b. No prior arrangement or agreement was made between Val Verde County and the retiree for re-employment.
- c. Any retiree who is rehired consistent with this policy will establish a new membership TCDRS and will be considered a new member for the purposes of beneficiary determination and benefit selections.

2.03 SOCIAL SECURITY/MEDICARE

SOCIAL SECURITY/MEDICARE

All County employees shall participate in the Federal Social Security/Medicare program which provides certain retirement, disability, and other benefits.

CONTRIBUTIONS

Contributions to this program shall be made by deduction from each employee's paycheck in accordance with the requirements of this program.

The County shall contribute an amount accordance with the requirements of this program.

2.04 WORKER'S COMPENSATION

ELIGIBILITY BENEFITS

All Val Verde County employees are covered by workers' compensation insurance while on duty for the County.

Workers' compensation insurance pays for medical bills resulting from injury or illness an employee incurs while carrying out the duties of their job.

Workers' compensation also pays a Temporary Income Benefit (TIBS) for time lost from work in excess of seven calendar days as the result of eligible work-related injuries or illnesses.

Employees may use paid leave for all time off less than 8 days.

All employees who are placed on Worker's Compensation leave will fall under the Family Medical Leave Act. Val Verde County runs FMLA and Worker's Compensation concurrently.

ACCIDENT REPORTING

Any employee who suffers a job-related illness or injury shall be required to notify their supervisor as soon as possible. A First Report of Injury or Illness must be filed with the Human Resources Office. Human Resources Office will notify Risk Management to conduct an investigation. If an employee is injured or ill from a work-related accident and his supervisor or the employee believes that the condition needs emergency medical treatment, arrange to transport the employee to the Emergency Room immediately.

Failure to promptly report job related injuries or illnesses may affect an employee's eligibility for benefits or delay benefit payments which are due.

PHYSICIAN'S RELEASE

An employee who has lost time because of a work-related accident or illness shall be required to provide a release from the attending physician before being allowed to return to work.

CONTRIBUTORY FACTORS

An employee's workers' compensation benefits may be adversely affected if the employee is injured while under the influence of alcohol or drugs or while the employee is engaging in horseplay.

SALARY CONTINUATION FOR LAW ENFORCEMENT

Licensed peace officers (deputies and jailers) will receive 100% salary continuation from the 1st day of injury as guaranteed by the Texas State Constitution as long as the employee is incapacitated according to the workers' compensation standards until the end of the current term of the current sheriff.

2.05 MEAL PERIODS

SCHEDULING

The scheduling of employee meal periods shall be determined by the department head or their designee to facilitate the serving of the public and permitting efficient department operations.

LENGTH

The normal length of the meal period shall be one hour or at the discretion of the supervisor.

DUTY STATUS

For computation of hours worked, employees shall be considered to be off duty during meal periods unless circumstances require them to remain in an on-duty status during the meal period as defined by the Fair Labor Standards Act.

2.06 BREAKS FOR NURSING MOTHERS

The Fair Labor Standards Act requires a reasonable break for nursing mothers to express breast milk during the first year following the birth of a child. Val Verde County will provide a paid break up to 20-30 minutes for nursing mothers, the nursing mother will be allowed whatever time is needed to express breast milk, however, if the break is longer than 20-30 minutes in duration, the break time will be unpaid time off. The mother will be given a private location, not a bathroom to express breast milk. The location will be determined on a case-by-case basis. Val Verde County does not allow any retaliation against nursing mothers for asking for this break. Nursing mothers are entitled to this break for 1 year following the birth of their child. All other breaks are determined by each department head and are not required to be given. If your department provides you with a break, they may not be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for nursing mothers.

2.07 HOLIDAY

ELIGIBILITY

Only full-time regular employees shall be eligible for the paid holiday benefit.

HOLIDAYS

The County holidays for the following calendar year shall be determined by the Val Verde County Commissioner's Court at its first meeting of each calendar year.

HOLIDAY DURING VACATION

If a paid holiday occurs during the vacation of an eligible employee, that day shall be paid as holiday and not be charged against the employee's vacation balance.

WORK ON A HOLIDAY

If an employee's job requires them to work on an official holiday, the employee shall take another day off in its place within the next 30 days. Time off will be at the discretion of the department head.

HOLIDAY ON DAY OFF

An employee shall not be allowed to take a day off with pay prior to a holiday in anticipation of working on the holiday.

EMERGENCY

An eligible employee called in to work on a holiday because of an emergency, or other special need of the County, shall be given paid time off during the next 30 days, equivalent to the amount of time worked on the holiday.

SPECIAL OBSERVANCES

Special consideration shall be given to employees requesting time off for religious or other special observances which are not designated as paid holidays for the County.

Determination of granted leave under special observances of this policy shall be made by the supervisor of the department in which the employee works, based on the needs of the department.

Vacation, compensatory time, or leave without pay may be used for leave granted under Section 7 of this policy.

2.08 HOLIDAYS PERTAINING TO LAW ENFORCEMENT

ELIGIBILITY

All regular employees of law enforcement who are certified peace officers. This policy excludes clerks, communication workers and maintenance employees.

HOLIDAYS

Eligible employees shall receive holiday personal leave time equal to the number of hours of holiday time approved the Commissioners Court each year when they set the official County holiday schedule.

Employees hired after January 1 of any given year shall receive holiday personal leave for the remaining county holidays for that year.

COMPUTATION

Each designated holiday is considered 8 hours for purposes of calculating the holiday personal leave time. Holiday personal leave time is calculated on a calendar basis.

USAGE

Eligible employees must coordinate and receive approval from their supervisors prior to any usage of holiday personal leave time.

ACCRUAL

A maximum of 48 hours holiday personal leave time may be carried over to the following year; only if every effort has been made to allow employees to use their holiday personal leave.

PAYBACK

Any eligible employee leaving employment prior to the completion of the calendar year may owe hours back to the County if they have taken all holiday personal leave time prior to the completion of the calendar year. These hours will have to be calculated and applied towards the final paycheck. It is permissible for the employee to take time off at any time during the year, only those leaving service prior to the end of the year may have to pay back holiday personal leave time.

2.09 VACATION

ELIGIBILITY

All full-time regular employees shall be eligible for vacation benefits. Val Verde County has different levels of Eligibility – 37.5 to 40-hour employees and sheriff deputies under the 207(k) exemption who work at least 80 hours each 14-day work period.

Part-time and temporary employees shall not be eligible for vacation benefits.

ACCRUAL RATE

Employees who are regularly scheduled to work 37.5 to 40 hours per week and who have worked for less than 5 years in a position eligible to receive vacation shall earn vacation at the rate of 8 hours per month, which is equivalent to 96 hours per year.

Employees who are regularly scheduled to work 37.5 to 40 hours per week and who have worked for 5 to 10 years in a position eligible to receive vacation shall earn vacation at the rate of 9.333 hours per month, which is equivalent to 112 hours per year.

Employees who are regularly scheduled to work 37.5 to 40 hours per week and who have worked for 11 to 15 years in a position eligible to receive vacation shall earn vacation at the rate of 11.333 hours per month, which is equivalent to 136 hours per year.

Employees who are regularly scheduled to work 37.5 to 40 hours per week and who have worked for 16 years and plus in a position eligible to receive vacation shall earn vacation at the rate of 14.66 hours per month, which is equivalent to 176 hours per year.

Sheriff Deputies who are regularly scheduled to work 80 hours per 14-day work cycle and who have worked for 1 to 15 years in a position eligible to receive vacation shall earn vacation at the rate of 11.333 hours per month, which is equivalent to 136 hours per year.

Sheriff Deputies who are regularly scheduled to work 14-day work cycle and who have worked for over 15 or more years in a position eligible to receive vacation shall earn vacation at the rate of 14.67 hours per month, which is equivalent to 176 hours per year.

Vacation shall not be accrued while an employee is on leave without pay.

INITIAL ACCRUAL & WAITING PERIOD

Accrual of vacation shall begin at the time an employee begins work in a position eligible to accrue vacation, but an employee must work for a minimum of 6 months in such a position before being eligible to take any vacation.

Upon completion of the six months of employment, an employee will be eligible to begin using their earned/accrued vacation time on a monthly basis.

MAXIMUM ACCRUAL

The maximum amount of unused vacation an employee shall be allowed to have at one time is the amount the employee would normally earn in one (1) year at his or her current accrual rate plus forty (40) additional hours.

Accrual over the maximum may be allowed if an employee is unable to take vacation because of the needs of the county and:

- a. The employee's supervisor prepares a request for accrual above the maximum explaining why the employee was unable to take vacation.
- b. The request is approved by Commissioner's Court.

SCHEDULING

Scheduling of vacation shall be at the discretion of the individual department heads.

MINIMUM USAGE

The minimum amount of vacation that may be taken at one time shall be one hour.

BORROWING

Employees shall only be able to use vacation which has already accrued and shall not be allowed to borrow vacation against possible future accruals.

PAY IN LIEU OF VACATION

Employees shall not be allowed to receive pay for vacation in lieu of taking time off.

HOLIDAY DURING VACATION

If a holiday falls during an employee’s vacation, the holiday shall be charged in accordance with the POLICY ON HOLIDAYS and shall not be charged against the employee’s vacation balance.

PAY AT TERMINATION

If an employee has worked for at least 12 months in a position which accrues vacation at the time the employee resigns, is discharged, or is terminated for any other reason, the employee shall receive pay for all unused vacation up to the maximum allowed based on years of service under this policy. (See Vacation Accrual Schedule)

An employee who has not worked for a minimum of 12 months in a position which accrues vacation shall not be eligible for any vacation pay upon termination of employment.

RECORD KEEPING

Each employee shall be responsible for accurately recording all vacation time used on his or her time sheet.

VACATION ACCRUAL SCHEDULE

FULL - TIME REGULAR EMPLOYEES

Years of Service	Annual Accrual (Hours)	Maximum Accruals (Hours)
Less than five (5)	96	136
5 to 10	112	152
11 to 15	136	176
16 plus	176	216

SHERIFF DEPUTIES

Years of Service	Annual Accrual (Hours)	Maximum Accruals (Hours)
1 – 15	136	176
16 plus	176	216
	30	

2.10 SICK LEAVE

ELIGIBILITY

All full-time regular employees shall be eligible for the paid sick leave benefit. Val Verde County has different levels of Eligibility – 37.5 to 40-hour employees, and sheriff deputies under the 207(k) exemption who work 80 hours each 14-day work cycle.

ACCRUAL RATE

Employees who are regularly scheduled to work 37.5 to 40 hours per week shall accrue sick leave at a rate of 8 hours per month.

Sheriff Deputies who are regularly scheduled to work 80 hours per 14-day work cycle shall accrue sick leave at a rate of 8 hours per month.

Accrual of sick leave shall start at the time an individual begins work for the County in a position eligible for the sick leave benefit.

MAXIMUM ACCRUAL

The maximum amount of unused sick leave an employee shall be allowed to have at any time is 480 hours.

USE OF SICK LEAVE

Sick leave may be used for the following purposes:

- a. Illness or injury of the employee.
- b. Appointments with physicians, optometrists, dentists, and other qualified medical professionals.
- a. To attend to the illness or injury of a member of the employee's immediate family.

For purposes of this policy, immediate family shall be defined as spouse, child, parent, or other relative living in the employee's home who is dependent on the employee for care.

Sick leave may not be used as vacation or any other reason not addressed in this policy.

NOTIFICATION

Where sick leave is to be used for medical appointment, an employee shall be required to notify their supervisor of the intent to use sick leave as soon as the employee knows of the appointment.

Where use of sick leave is not known in advance, an employee shall notify their supervisor of the intent to use sick leave within 30 minutes of the employee's normal time to begin work, when practicable.

Where it is not practicable to notify the supervisor within 15 minutes of the normal starting time, the

employee should notify their supervisor as soon as is reasonably practicable.

If the employee feels that the situation will cause the employee to miss more than one day of work, the employee should notify their supervisor of the anticipated length of absence. The employee will be placed on FMLA if event and employee is eligible.

DOCUMENTATION

If an employee uses three (3) or more consecutive days of sick leave, the supervisor shall have the right to require a physician's statement or some other acceptable documentation of injury or illness.

Documentation requirements under Section 13 of this policy shall also apply in situations where the absence is for the care of a member of the immediate family.

Documentation of illness or injury shall be required for any sick leave used during the two (2) weeks prior to resignation of employment with the County.

MINIMUM USE

The minimum amount of sick leave that an employee may use at any time shall be one hour.

BORROWING

Employees shall not be allowed to borrow sick leave against future accruals.

PAY AT TERMINATION

Employees shall not be paid for unused sick leave at the termination of employment.

2.11 SICK LEAVE POOL

ELIGIBILITY

Pool Administrator – The Human Resources Director for Val Verde County.

Eligible Employees- An employee of Val Verde County with 12 or more months of continuous employment with the county who is paid from general fund of the county, from a special fund of the county, or from special grants paid through the county.

To become a member of the Sick Leave Pool, an eligible employee must transfer at least three (3) days of accrued sick leave time, complete and sign an Application / Contribution Form provided by the Pool Administrator stating the employee's desire to voluntarily join the sick leave pool and authorizing the Pool Administrator to deduct the days from the earned sick leave of the employee and to transfer the sick leave to the pool as if the employee had used the time for personal purposes.

An employee is not considered a member until the sick days are transferred to the pool.

An eligible employee may apply to the Pool Administrator to draw time from the sick leave pool. If it is determined that the employee is eligible, the Pool Administrator shall credit the approved days to that employee who may use the time in the same manner as sick leave earned by the employee in the course of employment with the County.

Employees may donate not more than 5 days of accrued sick leave time to the sick leave pool per year.

Enrollment period will be September of each year and will be effective October 1st of each year.

Sick leave pool benefits may be used for a catastrophic illness or injury of an employee if the eligibility and requirements have been met.

An employee who incurs a catastrophic illness or injury is eligible to use time from the sick leave pool if, because the catastrophic injury or illness and because of a previous donation of sick leave time to the pool, the employee has exhausted all paid leave time to which that employee is otherwise entitled and because of a previous donation.

An eligible employee may not draw time from the sick leave pool in an amount that exceeds 30 days (240 hours) or 1/3 of the pool, whichever is less. The Pool Administrator along with the Auditor's Office, Treasurers Office and Elected Official/Department Head shall determine the exact amount of time that an eligible employee may draw from the sick leave pool.

An employee absent on assigned sick leave is treated for all purposes as if the employee were absent on earned sick leave. For purposes of this policy, sick leave pool days allocated shall be drawn based on the employee's standard work day and pay rate immediately prior to the catastrophic illness or injury. An employee does not earn Sick Leave, Annual Leave or any other form of paid leave while the employee is paid from the Sick Leave Pool. However, allocated days shall be included in computing an employee's length of service with the County.

If an employee who has received benefits from the sick leave pool returns to work and becomes ill again with the same or different illness, the employee may apply for additional days, not to exceed 30 days (240 hours) per year or 1/3 of the pool, whichever is less.

If the sick leave available through the sick leave pool falls below a number of days equal to two times (2x) the number of participating members at any time, an open enrollment may take place at the Commissioners Courts' discretion with existing members donating one (1) day and new members donating a minimum of three (3) days.

A "catastrophic" illness or "disability" is an employee's extended critical illness, surgery, injury or temporary disability due to illness or injury. To qualify as a catastrophic illness, an employee:

- a. must be unable to perform the duties of his or her position for an extended period of time.
- b. must require the services of a licensed medical practitioner for a prolonged period of time.
- c. is expected to have an extended absence from work for treatment or recovery after the employee has exhausted all accumulated available paid leave, irrespective of the form of such leave.
- d. Examples of qualifying catastrophic illness/injuries generally considered include, but are not limited to:

- Stroke with residual paralysis or weakness;
- Incapacitating heart attack;
- Major surgery (hysterectomy, mastectomy, heart bypass, prostate); Cancer; Hepatitis, broken hip, car wreck requiring hospitalization.

Sick Leave Pools are not available for:

- Elective procedures or procedures that could be scheduled at a time more compatible with work responsibilities without detriment to the employee's health.
- Pregnancies without complications.
- Examples of illness/injuries that generally would not be considered severe enough to be catastrophic include, but would not be limited to:
 - Broken limb
 - Cold/Allergy
 - Minor surgery with no complications such as appendectomy,

An eligible employee wishing to draw from the countywide sick leave pool must submit a Withdrawal Request Form to the Pool Administrator who will subsequently send copies to the County Auditor's Office, Elected Official/Department Head and Treasurer for review. The request must include:

- A completed Val Verde County Sick Leave Pool Withdrawal Request Form.
- A report describing the catastrophic illness or injury from a U.S. physician.
- Expected dates of absence from work for the catastrophic illness or injury.

A Sick Leave Pool allocation for an employee terminates on the earliest of:

- The date employee returns to work.
- The effective date of any termination of the employee, including the termination due to the employee's death.
- The contributed days are exhausted.
- The employee has used the allowable amount of time from the Sick Leave Pool unless the additional time has been requested and approved.

Unused Sick Leave Pool days are credited back to the countywide Sick Leave Pool.

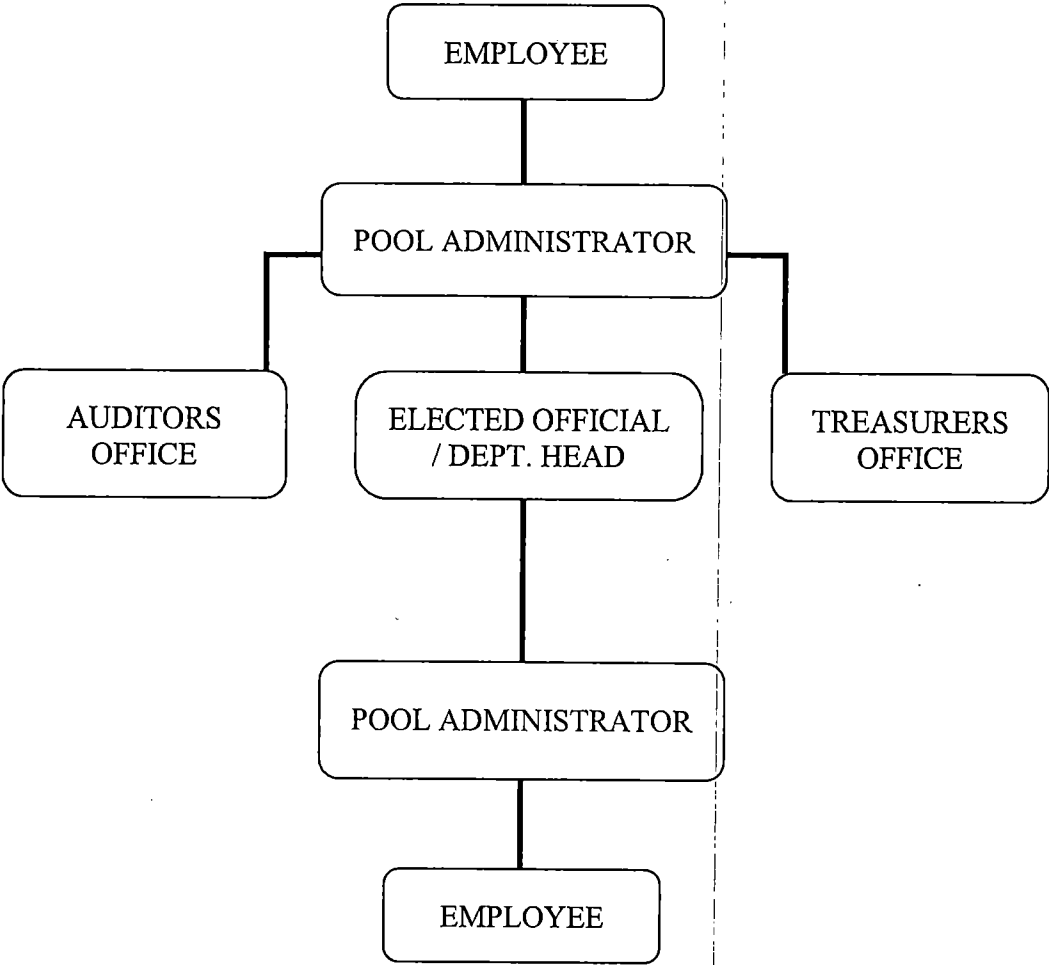
An employee's use of Sick Leave Pool time shall be included in the computation of any benefits available to an employee under the Family and Medical Leave Act.

Any departing employee who is a member of the sick leave pool will be able to donate any accrued sick leave to the sick leave pool if they wish to do so. If the leave is donated HR will be responsible for updating the Sick Leave Pool spreadsheet and advise the Auditor's Office.

If the request is declined, the employee will receive a written notice from the Pool Administrator, and a copy will be filed in the employee's personnel file.

SICK LEAVE POOL

Procedure Flow Chart



2.12 FUNERAL LEAVE

FAMILY FUNERAL LEAVE

Employees shall be allowed up to three (3) days leave with pay for a death in the immediate family.

For purposes of this policy, immediate family shall include the employee's spouse and the child, parent, brother or sister, grandparents and grandchildren of the employee or the employee's spouse.

ADDITIONAL LEAVE

If leave is needed beyond the limits set in this policy, it may be charged to available vacation or compensatory time or to leave without pay.

2.13 JURY DUTY LEAVE

JURY DUTY

Employees of Val Verde County who are called for jury duty shall receive their regular pay equal to the pay the employee is scheduled to work but not including overtime for the period they are called for jury duty which includes both the jury selection process and, if selected, the time they actually serve on the jury.

Pay for serving on a jury shall only include the time the employee would have normally been scheduled to work and will not include extra pay if jury service involves time outside the employee's normal work schedule.

Any fees paid for jury service may be kept by the employee.

OFFICIAL COURT ATTENDANCE

Employees who are subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the County shall be entitled to leave with pay for such period as their court attendance may require.

PRIVATE LITIGATION

If an employee is absent from work to appear in private litigation in which employee is a principal party, the time shall be charged to vacation, other eligible paid leave, or leave without pay.

2.14 MILITARY LEAVE

GUARD AND RESERVE

County employees who are members of the National Guard or active reserve components of the United

States Armed Forces shall be allowed up to fifteen (15) working days off per federal fiscal calendar year with pay to attend authorized training sessions and exercises.

The fifteen (15) day paid military leave shall apply to the federal fiscal calendar year and any unused balance at the end of the year shall not be carried forward into the next calendar year.

Pay for attendance at Reserve or National Guard training sessions or exercises shall be authorized only for periods which fall within the employee's normal work schedule.

An employee may use annual leave, earned compensatory time, or leave without pay if employee must attend Reserve or National Guard Training sessions or exercises in excess of the fifteen (15) day maximum.

ORDERS

An employee going on military leave shall provide his or her supervisor with a set of orders within two (2) business days after receiving them.

ACTIVE MILITARY

County employees who leave their positions as a result of being called to active military service or who voluntarily enter the Armed Forces of the United States shall be eligible for re-employment in accordance with the state and federal regulations in effect at the time of their release from duty.

2.15 PEACE OFFICER MENTAL HEALTH LEAVE

Purpose:

The purpose of this policy is to allow the use of mental health leave by Sheriff Deputy Officers employed by Val Verde County Sheriff's Office who experience a traumatic event while on duty.

Definitions:

Traumatic event – an event which occurs in the peace officer(s) scope of employment when the officer is involved in the response to, or investigation of, an event that causes the officer to experience unusually strong emotional reactions or feelings which have the potential to interfere with their ability to function during or after the incident.

Traumatic events may include, but not limited to, the following:

1. Major disasters which may include response to weather related events involving multiple casualties; or explosions with multiple casualties; or search and recovery missions involving multiple casualties;
2. Incidents involving multiple casualties which may include shootings or traffic accidents;
3. Line of duty death or suicide of a department member;
4. Death of a child resulting from violence or neglect;

5. Officer(s) involved shooting of a person.
6. Mental Health Leave – administrative leave with pay granted in response to a traumatic event that occurred in the scope of the peace officer's employment.
7. Mental Health Professional – a licensed social or mental health worker, counselor, psychotherapist, psychologist or psychiatrist.

Requesting Mental Health Leave:

An officer directly involved in a traumatic event may request the use of mental health leave. The request shall be made in writing through the chain of command. The request shall be treated as a priority matter and a decision on the granting of the leave shall be made no later than 24 hours following the submission of the request. The request shall be granted unless the chain of command can articulate specific compelling reasons to deny granting the leave.

A supervisor or coworker who becomes aware of behavioral changes in an officer directly involved in a traumatic event should suggest to the officer that they seek mental health leave and the assistance of a mental health professional.

Confidentiality of Request:

An officer directly involved in a traumatic event may request up to three (3) working days of mental health leave.

Extensions of mental health leave may be available under certain circumstances. Any request for an extension shall be accompanied by documentation from a mental health professional who is counseling the Deputy. The request may extend the leave by three (3) working days. Each Deputy may request no more than two (2) extensions, each supported by sufficient documentation by the mental health professional.

The Sheriff shall grant the extension(s) upon the receipt of sufficient documentation explaining the need for the extension.

Anonymity:

Val Verde County Human Resources and the Sheriff's office will keep requests to take mental health leave and any medical information related to mental health leave under this policy confidential to the extent allowed by law and separate from the employee's general personnel file. Val Verde County cannot guarantee anonymity of information that is otherwise public or necessary to carry out to the agency's duties under the law.

Effect on Paid Leave Balances:

Val Verde County will not reduce any eligible employee's sick leave, vacation leave, or other paid leave balance for mental health leave taken under this policy.

List of Mental Health Services available to the Deputy:

- a. Hill Country MHDD Centers 830-775-3303
- b. Cactus Behavioral Health Inc. 830-775-5100
- c. BCFS Health & Human Services 830-768-2755

2.16 FAMILY AND MEDICAL LEAVE

ELIGIBILITY

To be eligible for benefits under this policy, an employee must:

- a. Have worked for Val Verde County at least 12 months (it is not required that these 12 months be consecutive; however, a continuous break in service of 7 years or more will not be counted toward the 12 months) and
- b. Have worked at least 1250 hours during the previous 12 months.

QUALIFYING EVENTS

Family or medical leave under this policy may be taken in the following situations:

- a. The birth of a child and in order to care for that child.
- b. The placement of a child in the employee's home for adoption or foster care.
- c. To care for a spouse, child, or parent with a serious health condition.
- d. The serious health condition of the employee that makes the employee unable to perform the essential functions of their job.
- e. A qualifying exigency arising out of the fact that employee's spouse, child or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces (Regular, National Guard or Reserves). Covered active duty means deployment or a call to deployment in a foreign country.
- f. To care for a covered service member (Regular Armed Forces, National Guard or Reserves) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member.
- g. To care for a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (Regular, National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

SERIOUS HEALTH CONDITION

Serious health condition of the employee shall be defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.

Serious health condition of a spouse, child, or parent shall be defined as a condition which requires overnight inpatient care at a hospital, hospice, or residential care medical facility, or a condition which requires continuing care by a licensed health care provider.

CONTINUING TREATMENT

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- a. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - 1. Treatment two or more times within 30 days of incapacity, or
 - 2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment by a health care provider. This treatment must occur within the first seven days of incapacity.
- b. Any period of incapacity due to pregnancy or pre-natal care.
- c. Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- d. Any period of incapacity which permanent or long term is due to a condition that treatment is not effective.
- e. Any period of incapacity or absence to receive multiple treatments by a health care provider.

QUALIFYING EXIGENCY LEAVE

Eligible employees may take FMLA leave when an employee's covered military member (spouse, child of any age or parent) is on covered active duty called to active duty status in a foreign country. The following qualify as exigency leave:

- a. Leave may be taken to address any issue that arises because the covered military member was given seven or less days' notice for covered active duty deployment. Eligible employee may take up to 7 days beginning on the date the covered military receives the call or order to covered active duty.
- b. Leave may be taken to attend any official ceremony, program or event sponsored by the military that is related to the covered active duty of a covered military member.
- c. Leave may be taken to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to covered active duty of a covered military member
- d. Leave may be taken to arrange for alternative childcare, provide childcare on an urgent basis (not as routine), to attend school or daycare meetings, to enroll or transfer covered children under age 19 when it is necessitated by the covered active duty of a covered military member
- e. Leave may be taken to make or update financial or legal arrangements to address the covered member's absence while on covered active duty
- f. Leave may be taken to act as the covered military member's representative before a governmental agency for obtaining, arranging or appealing military service benefits while the covered military member is on covered active duty and for a period of 90 days following the termination of the covered member's covered active-duty status.
- g. Leave may be taken to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or covered child provided the need for

- counseling arises from the covered active duty of a covered military member.
- h. Leave may be taken to spend time with a covered military member who is on a short-term, temporary, rest and recuperation leave during the period of deployment. Eligible employees may take up to five (5) days of leave for each instance of rest and recuperation.
 - i. Leave may be taken to attend post-deployment activities for the covered military member for a period of 90 days following the termination of the covered member's covered active-duty status.
 - j. Leave may be taken to address issues that arise from the death of a covered military member while on covered active-duty status.
 - k. Leave may be taken to address any other additional events that may arise out of the covered military member's covered active-duty status provided the County agrees the leave shall qualify as an exigency and agree to both the timing and the duration of such leave.

LEAVE AMOUNT

Up to 12 weeks leave per 12-month period may be used under this policy.

The County will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy.

All leave taken under this policy during the prior 12-month period shall be subtracted from the employee's 12 week leave eligibility and the balance is the leave the employee is entitled to take at that time.

If a husband and wife both work for the County, the maximum combined leave they shall be allowed to take in any 12-month period for the birth or placement of a child is 12 weeks. The combined limit is 26 weeks in a single 12-month period if leave is to care for a covered service member with a serious injury or illness.

An eligible employee is entitled up to 26 workweeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period.

- a. The single 12-month period begins on the first day the eligible employees take FMLA to care for covered service member or covered veteran and ends 12 months after that date.
- b. If an eligible employee does not take all of their 26 work weeks during this 12-month period, the remaining part of the 26 workweeks of leave entitlement to care for the covered service member or veteran is forfeited.
- c. This leave entitlement is applied on a per-injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same covered service member with a subsequent serious illness or injury, except that no more than 26 workweeks may be taken within any single 12-month period.

PAID AND UNPAID LEAVE

If an employee has accrued leave, the employee shall be required to use the following paid leave as detailed below: Compensatory time, vacation, holiday and sick. The remainder of the leave shall be

unpaid.

An employee who is taking leave because of their own health condition, or the serious health condition of an eligible family member, shall be required to first use sick leave, vacation, and then any other paid leave, with the remainder of the 12 weeks leave period being unpaid leave.

An employee taking leave for the birth of a child shall be required to take paid sick leave first, then earn compensatory time, vacation and holiday leave for the recovery period after the birth of the child and prior to being on unpaid leave.

After the recovery period from giving birth to a child, the employee shall be required to first use all earned compensatory time, then vacation and other available paid leave, except for sick leave with the remainder of the 12 weeks leave period being unpaid leave.

An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care shall be required to use first earned compensatory time, then vacation and other available paid leave, except for sick leave, with the remainder of the 12 weeks leave period being unpaid leave.

An employee is taking leave for a qualifying exigency for a covered military member shall be required to use first earned compensatory time, then vacation and other available paid leave, except for sick leave, with the remainder of the 12 weeks leave period being unpaid leave.

An employee taking leave for the care of a covered service member or covered veteran shall be required to first use all earned compensatory time, then sick leave, vacation, and any other paid leave, with the remainder of the 26 weeks leave period being unpaid leave.

The maximum amount of paid and unpaid leave that may be used under this policy in any 12-month period is 12 weeks, except for qualifying leave to care for a covered military member or covered veteran with a serious injury or illness with the maximum leave being 26 weeks in a single 12-month period.

INSURANCE

While on leave under this policy, the County shall continue to pay the employee's medical insurance premium at the same rate as if the employee had been actively at work.

The employee shall be required to pay for dependent coverage, and for any other insurance coverage for which the employee would normally, pay, or the coverage will be discontinued.

Payment for coverage under paragraph 2 of this policy shall be made through regular payroll deduction while the employee is on leave with pay.

While on leave without pay, the employee shall be required to pay for premiums due to the County under paragraph 2 of this policy no later than 30 days after the due date which the County sets or the coverage shall be discontinued.

At the end of the 12 weeks leave all eligible employees will be offered COBRA if they are unable to return to work, except for the care of an injured covered military member or covered veteran where the eligible employee will be offered COBRA at the end of 26 weeks in a single 12-month period.

INTERMITTENT LEAVE AND REDUCED SCHEDULE

Intermittent leave under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member or the care of a covered military member or covered veteran.

A reduced schedule under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member or the care of a covered military member or covered veteran.

All work time missed as the result of intermittent leave or a reduced work schedule under this policy shall be deducted from the employee's 12 week leave eligibility. If the time missed is for the care of a covered military member or covered veteran with a serious injury or illness the time will be deducted from the employee's 26 week leave eligibility in a single 12-month period.

CERTIFICATION REQUIREMENTS

The County shall have the right to ask for certification of the serious health condition of the employee or the employee's eligible dependent when the employee requests or is using leave under this policy.

The employee must respond to the request within 15 days of the request or provide a reasonable explanation for the delay. If an employee does not respond, leave may be denied.

Certification of the serious health condition of the employee shall include:

- a. The date the condition began;
- b. Its expected duration;
- c. The diagnosis of the condition;
- d. A brief statement of the treatment; and
- e. A statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's job.

Certification of the serious health condition of an eligible family member shall include:

- a. The date the condition began;
- b. Its expected duration;
- c. The diagnosis of the condition;
- d. A brief statement of treatment; and
- e. A statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

Certification for leave taken because of a qualifying exigency shall include:

- a. A copy of the covered military member's active-duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or called

- b. to active-duty status in support of a contingency operation;
- c. The dates of the covered military member's active-duty service;
- d. A statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency, sufficient to support the need for leave;
- e. The approximate date on which the qualifying exigency will start and end;
- f. If the request is for an intermittent leave or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency;
- g. If the qualifying exigency involves meeting with a third party, appropriate contact information such as name, title, organization, address, telephone number, fax number and e-mail address and a brief description of the purpose of the meeting.

Certification for leave taken for a serious injury or illness of a covered military member or covered veteran shall include:

- a. If the injury or illness was incurred in the line of duty while on active duty;
- b. The approximate date on which the illness or injury occurred and the probable duration;
- c. A description of the medical facts regarding the covered military member's health condition, sufficient to support the need for care;
- d. If the covered military member is a current member of the Regular Armed Forces, the National Guard or Reserves and the covered military member's branch, rank and unit currently assigned to;
- e. The relationship of the employee and the covered military service member.
- f. In lieu of certification, an ITO (invitational travel orders) or an ITA (invitational travel authorizations) issued is sufficient certification for a eligible employee to be allowed to take FMLA to care for a covered military member. The employee may be required to provide confirmation of the covered family relationship to the seriously injured or ill covered military member.

If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Certification for intermittent or reduced schedule leave may be requested every 6 months in connection with an eligible absence.

The County shall have the right to ask for a second opinion from a physician of the County's choice, at the expense of the County, if the County has reason to doubt the certification, ***except FMLA to care for a seriously injured or ill covered service member supported by an ITO or ITA.***

If there is a conflict between the first and second certifications, the County shall have the right to require a third certification, at the expense of the County, from a health care practitioner agreed upon by both the employee and the County, and this third opinion shall be considered final.

REQUESTING LEAVE

Except where leave is unforeseeable, an employee shall be required to submit, in writing, a request for leave under this policy to his or her immediate supervisor.

Where practicable, an employee should give his or her immediate supervisor at least 30 days' notice before the beginning of leave under this policy.

Where it is not reasonably practicable to give 30 days' notice before beginning leave, the employee shall be required to give as much notice as is reasonably practicable.

If an employee fails to provide 30 days' notice for foreseeable leave, the leave request may be denied until at least 30 days from the date the County receives notice.

REINSTATEMENT LEAVE

Employees returning from leave under this policy, and who have not exceeded the 12-week maximum allowed under this policy, shall be returned to the same job or a job equivalent to that the employee held prior to going on leave. Employees who have not exceeded the 26-week maximum, in a single 12-month period, allowed to care for a seriously ill or injured covered military member or covered veteran, shall be returned to the same job or a job equivalent to the job they held prior to going on leave.

Where an employee is placed in another position, it will be one which has equivalent status, pay, benefits, and other employment terms and one which entails substantially equivalent skill, effort, responsibility, and authority.

The County shall have no obligation to reinstate an employee who takes leave under this policy and who is unable to return to work after using the maximum weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave; this includes employees who may still have sick leave or vacation leave still available.

REPAYMENT OF PREMIUMS

Except in situations where the employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under this policy shall be required to reimburse the County for all medical premiums paid by the County while the employee was on leave without pay.

OTHER BENEFITS

While on leave without pay under this policy, an employee shall not earn vacation, sick leave, be eligible for holidays, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

OTHER ISSUES

Any area or issue regarding family and medical leave which is not addressed in this policy shall be subject to the basic requirements of the Federal Family and Medical Leave Act (FMLA) and the regulations issued to implement it.

The County may send out to an employee who has been out for 3 or more days a Medical Certification to determine the employee's FMLA eligibility. The employee should have their physician complete and return the certification within 15 days of receipt to be eligible for FMLA. Failure to return the medical certification may result in denial of FMLA and the job protection provided by the FMLA. Employees will be required to provide a Fitness-for-Duty certification prior to returning to work.

2.17 RETURN-TO-WORK

POLICY OVERVIEW

This policy covers employees who are on leave due to an occupational injury or illness. Because employees are our most valuable resource, Val Verde County attempts to help employees return to work as soon as possible after their physician certifies their fitness to do so.

COORDINATION WITH ATTENDING

An employee on leave due to a work-related disability can return to work only when Val Verde County receives the attending physician's written medical release authorization such return. Val Verde County's Personnel office, in conjunction with the elected official, is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential light-duty assignments, and written information explaining Val Verde County's return-to-work program.

JOB DESCRIPTION

Each elected official is responsible for working with supervisors to ensure that job descriptions accurately and completely describe the essential functions of each position. Each elected official works with the Personnel office and medical consultants to analyze any new light-duty position and develop a job description describing the essential functions of that position.

RETURN TO WORK OPTIONS

Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals retained by Val Verde County or its insurance carrier. The following options are explored:

- a. Return to prior position. An employee is offered the opportunity to return to his or her prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations. The Personnel office is responsible for working with the employee's supervisor, the elected official, and attending physician (and third-party consultants, as necessary) to provide any reasonable accommodations.
- b. Modified duty. Any employees who are not yet able to return to their former duties are offered (subject to the restrictions set out in section 5 of this policy) a temporary modified-duty assignment that has been approved by the employee's attending physician. The Personnel office is responsible for working with the employee's supervisor, the elected officials, and the employee's attending physician to develop and implement the modified-

duty assignment. The assignment can consist of the employee's regular job with reduced working hours and/or activities, or an alternative modified-duty position.

RESTRICTIONS ON MODIFIED-DUTY ASSIGNMENTS

The following restrictions apply to modified-duty assignments:

- a. No guarantee of work. As provided in section 4 of this policy, Val Verde County must endeavor to return employees to gainful employment as soon as possible by exploring possible modified-duty assignments. However, Val Verde County does not guarantee the availability of modified-duty work.
- b. Pay rates and worker's compensation benefits. Employees on modified-duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness (Exceptions; Deputies and Jailers are guaranteed 100% salary continuation while incapacitated under Workers Comp. Standards). The pay rate for a modified-duty assignment is based on the knowledge, skills, and abilities required for the job as well as general market conditions. Employees who return to work in modified-duty positions before they have reached maximum medical improvement are eligible for temporary income benefits under TEXAS workers' compensation program if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in modified-duty positions are not permitted to supplement their workers' compensation benefits by using their accrued vacation, personal, or medical/sick leave.
- c. 12-Week limit. Modified-duty assignments are temporary arrangements intended to complement and facilitate the healing process. Modified-duty assignments cannot exceed 12 weeks without approval from Val Verde County's elected officials.

EMPLOYEE REFUSAL OF WORK/TRAINING

In the event that an employee refuses to return to regular or modified-duties in response to a written, bon a fide offers of employment sent via certified mail, the employee is separated from Val Verde County and their position will be filled permanently (Note: An exception to this rule applies in the case of employees who have not yet exhausted their FMLA leave entitlement. (See section 9). A written offer of employment must clearly state:

- a. The position offered and the duties of the position;
- b. Val Verde County's agreement to any limitations or conditions set out in the attending physician's certification of the employee's fitness to return to work;
- c. The job's essential functions; and
- d. The job's wage, working hours, and location.

PERMANENT DISABILITIES

When reaching maximum medical improvement, an employee can have a permanent disability that impairs the employee's ability, with or without reasonable accommodations, to return to his or her regular position. Val Verde County, in consultation with the employee's attending physician and TEXAS Worker's

Compensation Department, must evaluate the following options:

- a. Securing vocational rehabilitation services from TEXAS Rehabilitation Commission or private consultants, as appropriate. Services can include assessment and testing, counseling, and training.
- b. Finding a position at Val Verde County commensurate with the employee's knowledge, skills and abilities. Employees with permanent disabilities are paid partial or total permanent disability benefits as required under TEXAS' workers' compensation statute and applicable federal law.

MEDICAL INFORMATION

All employee medical information is held in strict confidence in accordance with Americans with Disabilities Act. Medical inquiries are limited to those permitted under TEXAS' workers' compensation statute and applicable federal law.

COORDINATION WITH FMLA

Nothing in this policy should be construed as denying employees their rights under the Family and Medical Leave Act or any other federal or state law.

It is Val Verde County's policy to designate an employee's leave due to a work-related injury or illness as FMLA leave.

Employees entitled to FMLA leave can voluntarily accept modified-duty assignments while they are recuperating, but they cannot be required to do so. Employees who lose their workers' compensation benefits as a result of declining a modified-duty assignment are required to substitute any available paid leave, such as accrued vacation, personal, or medical/sick leave, for unpaid FMLA leave.

Until employees have exhausted their 12-week FMLA entitlement, they have the right to be reinstated to their original job or an equivalent job provided that they are able to perform the job's essential functions.

2.18 TRAVEL

All travel on official business shall be authorized by department heads, subject to reimbursement or advance payment of expenses to the individual employee authorized to travel. All travel vouchers, Credit Cards, and reimbursement expenses shall be signed and approved by Elected Official or Department Head. Total travel expenditures for a department shall not exceed the total amount approved by the Commissioners' Court in its' annual County budget. If travel is for a seminar, conference, etc., a copy of the pamphlet or brochure must be attached to request for payment of conference fee in order for payment to be made.

Each County employee is responsible for ensuring that their travel complies with County Policy. A failure to comply will result in delayed reimbursement or rejection of the employee's travel voucher. A County employee may not seek reimbursement of travel expenses that the employee knows are not reimbursable. A County employee shall immediately reimburse the County for an overpayment. An overpayment is an employee's receipt of a reimbursement that exceeds travel policy guidelines.

A department head shall not authorize travel if insufficient funds remain in the travel line item to pay the anticipated cost. The department head may petition the Commissioners' Court for a line-item transfer within the department budget. This may be done in the event a bona fide emergency causes the balance in the travel line item to be insufficient to pay the anticipated expenses for the necessary travel. Department heads may also request an emergency transfer of funds from other County budget accounts to the affected travel line item.

When it is practical (physically and emotionally) for employees to share lodging and/or transportation, they should do so to conserve financial resources (tax dollars). The decision concerning this issue shall be made jointly by the department head and employees involved.

The Maximum daily allowance for hotel room per day is \$150.00 (before taxes). Except as provided below: However, If the host hotel for the conference or seminar exceeds the rate of \$150 daily, then the daily rate for the host hotel applies. Only during Legislation Session, the Maximum daily allowance for hotel room per day in Austin, Tx. And Washington DC will be \$380.00 (before taxes). These expenses will be paid with the County issued credit card. Any exceptions to this policy must be approved prior to traveling by the Commissioners Court.

Employees or elected officials traveling outside the county may request a per diem for meals of up to \$46.00 per day, in addition to mileage providing they are traveling on official business for overnight stay. The advance shall be requested no less than 3 business days prior to departure date or earlier on a Travel Statement form provided by the County Auditor's Office. County Credit Cards will not be accepted for meal expenses. The only exception would apply to Road Crews and Sheriff's Office Transport Division. Credit cards cannot be used for payment of tipping/gratuities. On those occasions where the exception does apply, itemized receipts must be provided. Day trip meals are an IRS Taxable Fringe Benefit and will be treated according to IRS Regulations. (See below).

ONE DAY TRIP ALLOWANCE WILL BE DETERMINED BY THIS TABLE

Breakfast	7 a.m. – 10 a.m.	\$12.00
Lunch	11 a.m. – 1 p.m.	\$16.00
Dinner	6 p.m. – 7 p.m.	\$18.00

A County employee should be able to arrive in the County at their destination no later than 8:30p.m. For driving destinations in excess of 350 miles, a full day's travel should be planned. Prior day travel will be left at the Elected Officials/Department Heads discretion.

Hotel expenses can only be claimed for the actual cost of the room. Telephone calls, movie channels, and snacks or beverages are not subject for reimbursement. Parking and cab fare will be left at the Elected Official/Department Heads discretion for approval. If and when parking & cab fare is incurred the traveler will be reimbursed upon Commissioners Court approval. Hotel/Motel receipts must be itemized.

The County will reimburse employees for mileage driven on their personal vehicles at the current federally approved rate when such mileage is for authorized work-related business.

When employees from the same department travel with the same itinerary, they must coordinate travel. When four or fewer employees travel on the same itinerary, only one may be reimbursed for mileage. When more than four employees travel on the same itinerary, only one out of every four may be reimbursed for mileage. Texas Government Code Section 660.044. Exceptions can only be granted by order of the Commissioners Court prior to the date of travel.

The mileage to be paid will be based on the information contained in the Map Quest Website from location to location submitted by traveler. If a destination is not listed in the guide, the mileage will be computed in the following manner.

- a. The mileage to the nearest city to the destination will be determined by the guide.
- b. The official state map will be used to set the mileage between the nearest city and the destination.
- c. The two figures will be combined and the total mileage determined.

If for some reason the mileage cannot be computed by the above-mentioned measures, the odometer reading will be used.

When employees are reimbursed for authorized work-related business use of their personal vehicles, it is understood that the authorized reimbursement fee includes each and every operating expense related to the automobile or driving of the auto including, but not limited to:

- Gas
- Oil
- Repairs
- Maintenance
- Depreciation and,
- Insurance on the employee's automobile

The County's insurance does not include liability or physical damage to a personal auto for an employee or any other person involved in an accident with an employee.

All employees who use their personal vehicle for business are expected to maintain at least the minimum amount of insurance as required by the State of Texas. Employees who receive an auto allowance are encouraged to obtain Class 3 business insurance for vehicles to be used in the normal course of County business.

The method of travel shall be approved by the department head. The use of the least expensive method is encouraged, relevant to the time constraints and budgetary limits of the affected department and cost of an employee/elected officials' time.

The County will reimburse actual expenses on travel by Air, Bus and Train at the lowest possible rates. Use of a private vehicle for travel outside the County for trips in excess of 800 miles round-trip will be reimbursed at a rate not to exceed the total cost of round-trip coach airfare.

The Auditor shall approve the request if there are sufficient funds in the affected departmental travel

account to pay the reimbursement; or, in the event an advance has been requested, sufficient funds to pay both the advance and the anticipated balance for reimbursement. In the event the Auditor determines that sufficient funds are not available, notice shall be given to the department head and travel shall not be authorized without prior approval of the Commissioners' Court. Only Val Verde County approved Travel Statement will be accepted. (See Exhibit "A")

SECTION 3:

WAGE & SALARY ADMINISTRATION

3.01 HOURS OF WORK, WORKDAY AND WORKWEEK

HOURS OF WORK

The normal hours of work for Val Verde County shall be 8:00 a.m. to 4:30 p.m. with a one-hour meal period in between. For computation of hours worked, employees shall be considered to be off duty during meal periods unless circumstances require them to remain in an on-duty status during the meal period as defined by the Fair Labor Standards Act.

The normal days of work shall be Monday through Friday, except for official holidays.

EXCEPTIONS

In order to meet the needs of the County, certain departments or employees may be required to work a schedule that varies from the normal work schedule of the County or they may be subject to call in case of emergency or special needs.

The need for schedules that vary from the normal schedule shall be determined by each department head.

WORK

A workday for the County shall be defined as the period beginning at midnight and ending exactly 24 consecutive hours later.

WORKWEEK

For purposes of record keeping and compliance with the Fair Labor Standards Act (FLSA), a workweek for Val Verde County shall be defined as the period beginning at midnight each Friday and ending seven consecutive days later (168 hours).

3.02 PAY PERIOD

PAY PERIODS

The pay period for Val Verde County shall be every two weeks. Payroll checks shall be issued on a bi-weekly basis.

SALARY ADVANCES

Salary advances shall not be made to any employee for any reason.

3.03 HOURS WORKED AND OVERTIME

HOURS WORKED

Hours worked shall include all time actually spent in the service of the County as defined in the Fair Labor

Standards Act (FLSA) and its regulations.

OVERTIME APPLICATION

Overtime, as defined by this policy, shall apply to all employees eligible for overtime compensation under the FLSA, except for law enforcement overtime in the Sheriff's Office operates under the 207K exemption.

For covered law enforcement employees, (i.e. deputies), Val Verde County Sheriff's Office will count any and all paid leave status (i.e. vacation, sick, comp. time, holidays) towards the 80 hours worked for each pay period.

OVERTIME DEFINITION

Except for law enforcement under the 207K exemption, paid leave shall not be counted in determining if overtime has been worked in any workweek. Overtime shall include all time actually worked for the County in excess of 40 hours in any work week. All employees who work a 37.5-hour work week, will be compensated for hours worked between 37.5 and 40 hours at their hourly rate of pay (if funds are available) or compensatory time at 1 times actual hours worked.

For covered law enforcement employees (i.e., deputies), Val Verde County has established a work period of 14 days and 80 hours. After employees work 80 hours, they will receive either pay (if funds are available) or compensatory time at time and a half their regular rate.

With the exception of all other Val Verde County Departments, the Sheriff's Office will count any and all paid status leave (i.e., vacation, holiday, sick, comp. time) towards the 80 hours worked for each pay period.

Except in emergency situations, an employee shall be required to have authorization from their supervisor before working overtime.

3.04 COMPENSATORY TIME

POLICY APPLICATION

This policy shall apply to all County employees eligible for overtime compensation under the Fair Labor Standards Act (FLSA) except for law enforcement employees.

OVERTIME COMPENSATION

Overtime compensation for all other employees shall be paid in the form of compensatory time off in accordance with the provisions of the FLSA.

Covered employees shall receive compensatory time off, with pay, at a rate of one and one-half (1 ½) times the amount of overtime worked.

MAXIMUM COMPENSATORY TIME

The maximum amount of unused compensatory time an employee shall be allowed to have at any one time is 240 hours. The maximum amount of compensatory time for Law Enforcement employees shall have at any time is 480 hours.

If and when an employee is promoted from a "non-exempt" status position to an "exempt" status, the compensatory time will either be paid by the county or compensatory time may be used, or a combination of the two, at the Courts discretion.

When an employee has reached the maximum accrual of compensatory time, any additional overtime worked shall be compensated at a rate of one and one-half (1 ½) the employee's regular rate of pay until compensatory time has been used to bring the balance below the maximum.

USE OF COMPENSATORY TIME

Employees shall be allowed to use earned compensatory time within a reasonable period after it is requested; provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works.

Compensatory time may be used for any purpose desired by the employee.

The County shall have the right to require employees to use earned compensatory time at the convenience of the County.

TERMINATION

If an employee terminates employment, for any reason, prior to using all earned FLSA compensatory time, employee shall be paid for all unused compensatory time in accordance with the requirements of the FLSA.

CASH PAYMENT FOR OVERTIME

The County shall retain the right to pay all or part of the overtime worked in any workweek by paying for that overtime at one and one-half (1 ½) the employee's regular rate of pay.

RECORDKEEPING

Each employee shall be responsible for recording any compensatory time used within a pay period on the time sheet for that pay period.

The department head shall be responsible for keeping records of all compensatory time earned and used by each eligible County employee in their department and shall update the balance due to each employee at the end of each pay period.

OTHER ISSUES

Any issues on overtime compensation not addressed in this policy shall at least meet the minimum requirements of the Fair Labor Standards Act and the regulations issued by the Department of Labor to administer that Act.

3.05 FAIR LABOR STANDARDS ACT SAFE HARBOR

Val Verde County makes every effort to pay its employees correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to the elected official/departments heads attention, Val Verde County will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below. If you are overpaid the county will make the necessary corrections at the next payroll.

Employees who are classified as non-exempt employees must maintain an accurate record of the total hours you work each day. It is the responsibility of each employee to verify that their time sheets are correct. Your time card must accurately reflect all regular and overtime hours worked; any absences, late arrivals, early departures, and meal breaks. Do not sign your time card if it is not accurate. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Non-exempt employees, unless authorized by your supervisor, should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are authorized to do so. That time worked is to be recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination. If anyone directs you to work without documenting your time worked, you must tell the County Treasurer, Human Resources Director.

It is a violation of Val Verde County policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of County policy for any employee, supervisor or official to instruct another employee to incorrectly or falsely report hours worked, or to alter another employee's time card to under- or over-report hours worked. If anyone instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the County Treasurer, Human Resources Director.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours worked for the County. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, the salary will be a pre-determined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

For exempt employees, your salary may also be reduced for certain types of deductions such as your

portion of health, dental or life premiums; state, federal or local taxes, social security, retirement; or, voluntary contributions to a deferred compensation plan. In any workweek in which you performed any work, your wages may be reduced for any of the following reasons: 1) absence from work for one or more full days for personal reasons, other than sickness or disability; or 2) full day disciplinary suspensions for infractions of our written policies and procedures; or 3) full day for violating safety rules of a major significance; or 4) Family and Medical Leave or Military Leave absences; or 5) to offset amounts received as payment for jury and witness fees or military pay; or 6) the first or last week of employment in the event you work less than a full week.

If you are an exempt employee, in any workweek in which you performed any work, your salary will not be reduced for any of the following reasons: 1) partial day absences for personal reasons, sickness or disability; or 2) your absence because the facility is closed on a scheduled work day; or 3) your absence because of the County's operating requirements; or 4) absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work; or 5) any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

If you have questions about deductions from your pay, please immediately contact your supervisor. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to the County Treasurer, Human Resources Director, or County Auditor. If you are unsure of who to contact or if you have not received a satisfactory response within five business days after reporting the incident, please immediately contact the elected official/department head. Every report will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the County's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including termination.

3.06 PAYROLL RECORDS

TIME SHEETS

Each employee shall be required to keep an accurate time sheet each pay period which shows all hours worked and all requests for paid leave used or unpaid leave.

When the supervisor receives the time sheets from the employees, the supervisor shall review all the time sheets for completeness and accuracy and make any corrections, with the knowledge of the employee involved, which are necessary. All corrections must be initialed by the employee.

When the supervisor finishes reviewing the time sheets, employees shall sign them and submit them to the County Auditor's Office by 9:00 A.M. on the Monday following the end of the pay period.

RETENTION OF RECORDS

The County Auditor's Office shall be required to keep copies of all time sheets and other payroll records for the minimum of four years per Texas State Retention Records requirements.

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SECTION 4:

SEPARATION

4.01 SEPARATIONS

DEFINITION

A separation shall be defined as any situation in which the employer-employee relationship between the County and a County employee ends.

TYPES OF SEPARATION

All separations from Val Verde County shall be designated as one of the following types:

- a. Resignation
- b. Retirement
- c. Dismissal
- d. Reduction in force (layoff)
- e. Death
- f. Other

RESIGNATION

A resignation shall be classified as any situation in which an employee voluntarily leaves their employment with Val Verde County and the separation does not fall into one of the other categories.

Employees who are resigning shall submit written notice to the Elected Official, Department Head or Human Resources Director of resignation to help facilitate the county in replacing the employee, a two-week notice is desirable. Human Resources Director will forward notice to Elected Official/Department Head no later than next business day.

A minimum of two weeks advance written notice must be provided to the supervisor or to the Human Resources Director. The two weeks' notice must include time that will be actually worked. Vacation, personal leave, and sick leave may not be included in the advance notice requirement.

It is *the* County's policy to consider an employee ineligible for rehire if they do not provide the expected two weeks advance resignation notice. Human Resources must be notified immediately of all terminations in order to complete necessary exit paperwork.

EXIT INTERVIEW

An exit interview may be held with a representative from Human Resources. Benefit matters, appraisal of employment at the County, and other relevant matters will be discussed with the employee.

RETIREMENT

A retirement shall be any situation in which an employee meets the requirements to collect benefits under the County's retirement program and voluntarily elects to leave employment with the County to do so. An employee who is retiring should notify their supervisor of that intent at least 30 days prior to the actual retirement date to help prevent delays in starting the payment of retirement benefits.

DISMISSAL

A dismissal shall be any involuntary separation of employment that does not fall into one of the other categories of separation.

Val Verde County is an "at-will" employer and a supervisor may dismiss an employee at any time for any legal reason or no reason, with or without notice.

REDUCTION IN FORCE

An employee shall be separated from employment because of a reduction in force when their position is abolished or when there is a lack of funds to support the position or there is a lack of work to justify the position.

DEATH

A separation by death shall occur when an individual dies while currently employed by the County.

If an employee dies while still employed by the County, their designated beneficiary or estate shall receive all earned pay and payable benefits.

OTHER

Any separation that does not fall into one of the categories outlined previously in this policy shall be designated as "other" separation.

When a separation is designated as "other", the supervisor shall provide details of the nature of the separation for the personnel records.

NOTIFICATION

As soon as a supervisor becomes aware of separation from employment, or the intent to separate employment, by an employee, the supervisor shall be responsible for immediately notifying the Human Resources Director and the County Auditor.

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SECTION 5:

DISCIPLINE

5.01 DISCIPLINE

Each supervisor shall have the authority to administer discipline to employees in their department for poor performance, violation of policies, disruptive behavior, or any other behavior or activity which the supervisor feels is not acceptable as it relates to the employee's job or the best interest of the department or County.

TYPES OF

Depending on the severity of the situation, discipline may range from informal counseling up to and including immediate termination.

REASONS

Examples of reasons for administering discipline shall include, but not be limited to:

- a. Insubordination;
- b. Absence without approval, including failure to notify a supervisor of sick leave;
- c. Repeated tardiness or early departure;
- d. Endangering the safety of themselves or others through negligent or willful acts;
- e. Intoxication or drug abuse while on duty;
- f. Unauthorized use of public funds or property;
- g. Violation of the requirements of these personnel policies;
- h. Conviction of a felony;
- i. Falsification of documents or records;
- j. Unauthorized use of official information or unauthorized disclosure of confidential information;
- k. Conviction of official misconduct;
- l. Unauthorized or abusive use of official authority;
- m. Incompetence or neglect of duty;
- n. Engaging in outside employment or activities which conflicts or interferes with the performance of duties for the County;
- o. Discourtesy to the public.

AT WILL EMPLOYMENT

All County employees are "at will" employees and nothing in this policy gives an employee any contract of employment, guarantee of any duration of employment, or any other property interest in their job.

The County retains the right to terminate the employment of any individual at any time for any legal reason, or no reason, with or without notice. The County also retains the right to change any condition, benefit, privilege, or policy of employment at any time, with or without notice.

DEMOTIONS

Demotions are the movement of an employee from one position to another with a decreased responsibility or complexity of job duties or to a lower salary. Elected officials, appointed officials or department heads may choose to demote or re-assign any employee who is unable to meet performance requirements, for disciplinary reasons or for any other reason as deemed necessary by the official. Upon demotion, an employee's salary may be adjusted downward. If the employee's salary remains the same the elected official may not promote another employee into the demoted employee's position.

5.02 PROGRESSIVE DISCIPLINARY CORRECTIVE ACTION

Corrective action is a process designed to identify and correct problems that affect an employee's work performance or the overall performance of the department. The progressive corrective action process should be handled consistently within each unit and for each problem.

Guidelines

The Progressive Corrective Action Process refers to the following actions:

- a. Counseling or verbal warning; (employee acknowledgement)
- b. Written reprimand and warning; (employee acknowledgement)
- c. Suspension or Suspension pending investigation and final determination; (employee acknowledgement)
- d. Specific warning of termination; and
- e. Termination. (Employee acknowledgement)

These steps are usually taken in sequence when an employee exhibits behavior or performance issues. However, depending on the situation, any step may be repeated, omitted, or taken out of sequence. Val Verde County reserves the right to effect immediate termination should the situation be warranted. Each case is considered on an individual basis.

Typically, a preliminary meeting is held with the employee to allow the employee an opportunity to understand the nature of the concern and to explain their position on the matter. If necessary, the corrective action documentation would then be put together which would summarize the issue, taking into account any additional information the employee may have provided during the preliminary meeting.

When issuing corrective action, there should be clear and direct communication between the employee and their immediate supervisor. This communication should include a meeting between the employee and the supervisor.

In the case of serious misconduct, an employee may be suspended and/or discharged on the first offense. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive, or inappropriate nature;

- Misuse, damage to, or loss of County property;
- Falsification, alteration, or improper handling of County-related records;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of the County's electronic information systems;
- Possession, use, sale, manufacture, purchase, or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants.

This list is not all-inclusive concerning infractions.

Forms

The HR office has available the disciplinary forms for the Progressive Corrective Action process which will be used in order to comply with guidelines set out in this policy.

SECTION 6:

GRIEVANCES

6.01 GRIEVANCES

PROCEDURE

Any employee having a grievance related to their job should discuss the grievance with their immediate supervisor.

If the discussion with the immediate supervisor does not resolve the grievance, and, if the immediate supervisor is not the elected official with final responsibility for the employee's department, the employee shall have the right to discuss the grievance with that official.

The decision of the elected official with final responsibility for the employee's department shall be final in all grievances.

SECTION 7:

ALCOHOL

&

DRUG ABUSE POLICY

VAL VERDE COUNTY
ALCOHOL AND DRUG ABUSE POLICY FOR C.D.L. DRIVERS

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7.01 STATEMENT OF PURPOSE

Drivers are an extremely valuable resource for County's business. Their health and safety is a serious county concern. Drug or alcohol use may pose a serious threat to driver health and safety. It is, therefore, the policy of the County to prevent substance use or abuse from having an adverse effect on our drivers. The county maintains that the work environment is safer and more productive without the presence of alcohol, illegal or inappropriate drugs in the body or on County property. Furthermore, drivers have a right to work in an alcohol and drug-free environment and to work with drivers free from the effects of alcohol and drugs. Drivers who abuse alcohol or use drugs are a danger to themselves, their co-workers and the County assets.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Highway Administration (FHWA) has issued regulations, which require the County to implement a controlled substance testing program. The County will comply with these regulations and is committed to maintaining a drug-free work place. All drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the County.

Specifically, it is the policy of VAL VERDE County that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on County premises, engaged in County business, while operating County equipment, or while under the authority of the County is strictly prohibited. FHWA stated that mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement.

The execution and enforcement of this policy will follow set procedures to screen body fluids (urinalyses), conduct breath testing, and/or search all driver applicants for alcohol and drug use, and those drivers suspected of violating this policy who are involved in a U.S. Department Transportation (DOT) reportable accident or who are periodically or randomly selected pursuant to these procedures. These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each driver. Every effort will be made to maintain the dignity of drivers or driver applicants involved.

Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. VAL VERDE County retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy effective October 1st, 2010 and will supersede all prior policies and statements relating to alcohol or drugs for CDL drivers.

7.02 ADMINISTRATION GUIDE TO PERSONNEL - ALCOHOL AND DRUG TESTING PROCEDURES

I. PURPOSE

The purpose of this administration guide is to set forth the procedures for the implementation of controlled substances and alcohol use and testing of driver applicants and current drivers pursuant to the VAL VERDE County DOT Alcohol and Drug Abuse Policy. These procedures are intended to alter any existing relationship between VAL VERDE County and any driver. The county's Alcohol and Drug Program Administrator designated to monitor, facilitate, and answer

questions pertaining to these procedures is the Human Resources Office.

II. DEFINITIONS

When interpreting or implementing these procedures or the procedures required by the Federal Highway Administration ("FHWA") controlled substance testing regulations, the following definitions apply:

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

"Alcohol concentration (or content)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

"Collection site" means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation of shipment of the samples to a laboratory.

"Commercial motor vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purpose of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, sub-part F).

"Controlled substance" has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedule I through V as they may be revised from time to time. (21 CFR 1308)

"Driver" means any person who operates a commercial motor vehicle or a county owned vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operated contractors who are directly employed or under lease to the county or who operate a commercial motor vehicle at the direction of or with the consent of VAL VERDE County. For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying for a position with VAL VERDE County, which requires a CDL to drive a commercial motor vehicle or who is driving a county owned vehicle at any time.

"Drug" means any substance (other than alcohol) that is a controlled substance as defined in this section and 49CFR Part 40.

"FHWA" means the Federal Highway Administration, U.A. Department of Transportation.

"Owner Operator(s)" means a driver(s) who has been contracted for services with the County. For the purpose of these procedures and the County's Alcohol and Drug Abuse Policy, owner-operators are not to be considered employees, but will be required to participate in the County's Alcohol and Drug Abuse

Policy like all County drivers.

“Medical Review Officer” (“MRO”) means a licensed M.D. or D.O. or approved testing facility with knowledge of drug abuse disorders that is employed or used by VAL VERDE County to conduct drug testing in accordance with this part.

“Performing (a safety-sensitive function)” means a driver is considered to be performing a safety-sensitive function during any period in which they are actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

“Random selection process” means that alcohol and drug tests are unannounced; that every driver of a motor carrier is subject to test. Tests conducted annually shall equal or exceed twenty-five percent (25%) for alcohol tests and fifty percent (50%) for drug tests of the total number of driver’s subject to testing by the county.

“Reasonable suspicion” means that the supervisor believes the actions or appearance or conduct of a CDL required motor vehicle driver who is on duty as defined below, are indicative of the use of a controlled substance.

“Safety-sensitive function” means any of those on-duty functions set forth in CFR 49 section 385.2.

“On Duty Time” means all time from the time a driver begins work or is required to be in readiness to work until the time employee is relieved from work and all responsibility for performing work. “On duty time” shall include:

- 1. All time on the county’s premises, at a carrier or shipper plant, terminal or facility, or other property or on any public property, waiting to be dispatched, unless the driver has been released from duty by the county;
- 2. All time inspection, servicing or conditioning any commercial motor vehicle at any time;
- 3. All driving time;
- 4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- 5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- 6. All time spent performing the driver requirements relating to accidents;
- 7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

III. SUBSTANCE PROHIBITED/PRESCRIPTION MEDICATIONS

- A. Alcohol use means the consumption of any beverage, mixture, or preparation including any medication containing alcohol which, when consumed causes an alcohol concentration of 0.02 or greater.
- B. Controlled Substance: In accordance with FHWA rules, urinalyses will be conducted to detect the presence of the following substances:

Marijuana	Opiates	Phencyclidine (PCP)
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- C. Prescription Medications: Drivers taking legally prescribed medication issued by a licensed health care professional familiar with the driver's work-related responsibilities must report such use to their immediate supervisor and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform their tasks.

In the sole discretion of the *Alcohol and Drug Program Administrator*, a driver may be temporarily removed, with pay, from a safety-sensitive position if deemed appropriate.

IV. PROHIBITIONS

- A. Alcohol Prohibitions: The new alcohol rule prohibits any alcohol misuse that could affect performance of a safety - sensitive function, including:

1. Use while performing safety-sensitive functions.
2. Use during the 4 hours before performing safety-sensitive functions.
3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.02 or greater.
4. Possession of alcohol unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines that contain alcohol (prescription or over-the-counter), unless the package seal is unbroken.
5. Use during 8 hours following an accident, or until employee undergoes a post-accident test.
6. Refusal to take a required test.

NOTE: A driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform on or be permitted to perform, safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and discussed below do not apply. However, documentation of this test constitutes written warning that County policy has been violated and could result in disqualification of a drive.

- B. Drug Prohibitions: The regulations prohibit any drug use that could affect performance of safety-sensitive functions, including:

1. Use of any drug, except by doctor's prescription and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the CMV;
2. Testing positive for drugs; and
3. Refusing to take a required test.

All drivers will inform the Alcohol and Drug Program Administrator of any therapeutic drug use prior to performing a safety-sensitive function.

V. DRIVER APPLICANT AND CURRENT DRIVER TESTING

- A. Applicant Testing: All driver applicants will be required to submit to and pass a breath alcohol test and a urine drug test as a condition of employment. Job applicants who are denied employment because

of a positive test may reapply for employment after six months.

Offers of employment are made contingent upon passing the County's medical review, including the alcohol and drug test. Driver applicants who have received firm employment offers are to be cautioned against giving notice at their current place of employment, incurring any costs associated with accepting employment with VAL VERDE County until after medical clearance has been received. All newly hired drivers shall not be permitted to start work until a confirmed negative result has been obtained by the Alcohol and Drug Administrator.

Drive applicant drug testing shall follow the collection, chain of custody, and reporting procedures as set forth in CFR 49 Part 40.

- B. "Owner-operators:" Owner operators engaged by the County are not employees of the County, nor are they to be considered as such under this policy. However, every owner-operator engaged to provide services for the county who are not under a DOT approved drug and alcohol testing program must agree to, and successfully participate in the county's alcohol and drug testing program. All owner-operator agreements will be entered into by the County contingent upon the operator's successful completion of urinalyses and breath analysis under all phases of the County program and are contingent upon the owner-operator's continued status as a medically qualified driver.

The term "driver" as used in these procedures includes owner-operators.

- C. "Employee Drivers:" Under all circumstances, when a driver is directed to provide either a breath test or urine sample (Appendix C) in accordance with these procedures, they must immediately comply as instructed. Refusal will constitute a positive result, and the driver/employee will be terminated.

1. Suspicion-Based Testing:

- a. Reasonable Suspicion: If a driver is having work performance problems or displaying behavior that may be alcohol or drug-related or is otherwise demonstrating conduct that may be in violation of this Policy where immediate management action is necessary, a supervisor, with the concurrence of the Personnel Director, will require that driver to submit to a breath test, or urinalyses. The following conditions are signs of possible alcohol or drug use (not all-inclusive)
1. Abnormally dilated or constricted pupils
 2. Glazed stare - redness of eyes (sclera)
 3. Flushed Face
 4. Change of speech (i.e. faster or slower)
 5. Constant sniffing
 6. Increased Absences
 7. Redness under nose
 8. Sudden weight loss
 9. Needle Marks
 10. Change in personality (i.e. paranoia)
 11. Increased appetite for sweets
 12. Forgetfulness-performance faltering-poor concentration
 13. Borrowing money from co-workers or seeking an advance of pay or other unusual display of

- need for money
 - 14. Constant fatigue or hyperactivity
 - 15. Smell of alcohol
 - 16. Slurred speech
 - 17. Difficulty Walking
 - 18. Excessive, unexplained absences
 - 19. Dulled mental processes
 - 20. Slowed reaction rate
- b. Supervisors or dispatchers must take action if they have reason to believe one or more of the above-listed conditions is indicated, and that the substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor observing such conditions will take the following actions immediately.
- 1. Confront the employee involved and keep under direct observation until the situation is resolved.
 - 2. Secure the *Risk Management Administrator's* concurrence to observation; job performance and County policy violations must be specific.
 - 3. After discussing the circumstances with the supervisor, the *Risk Management Administrator* will arrange to observe or talk with the driver. If the Risk Management Administrator believes after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal will result in their immediate termination.
 - 4. Employee will be asked to release any evidence relating to the observation for further testing. Failure to comply will subject the employee to immediate termination. All confiscated evidence will be receipted for with signatures of both the receiving supervisor, as well as the provider.
 - 5. If upon confrontation by the supervisor, the driver admits to using alcohol or drugs in violation of this policy it will be considered that they are resigning their position. They will be asked to complete a written resignation and if they fail to do so, the county will terminate them.
- c. The supervisor shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems, and present such documentation to the Human Resource Director.
- d. The Human Resource Director will remove or cause the removal of the driver from the County-owned vehicle and ensure that the driver is transported to an appropriate collection site and thereafter, to the driver's residence, where appropriate, to a place of lodging. Under no circumstances will that driver be allowed to continue to drive a county vehicle or their own vehicle until a confirmed negative test result is received.
- f. If during the course of employment, the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:
- 1. The decision to seek diagnosis and accept treatment for the substance abuse problem is

- the responsibility of the driver;
2. The diagnosis and prescribed treatment of the of the driver's condition will be determined by health care professionals designated by the Human Resource Director in conjunction with the driver's physician; and
3. The driver might be placed on medical leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate

2. Post-Accident Testing:

Currently federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident. The driver shall remain readily available for such testing or may be deemed by the Human Resource Director to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, employee shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in their system.

An accident is defined by FHWA regulations as an accident which results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident. Except for a fatality accident, verification of the driver's responsibility in the above accident scenario must be established by a citation to the driver.

Adherence by drivers to post-accident specimen collection requirements is a condition of continued employment. (The failure of an owner-operator to comply with DOT post - accident and specimen collection rules will be considered a breach of their contract with the County, and the contract is invalid until appropriate substance abuse professional counseling has been completed.)

3. Random Testing

The County will conduct random testing for all covered drivers as follows:

- A. A County-wide selection process which removes discretion in selection from any supervisory personnel will be adopted by the County. This process will select covered drivers through the use of a computerized program.
- B. The random testing once begun, will provide for alcohol testing of at least ten percent (10%) and for drug testing of at least fifty percent (50%) of all covered drivers.
- C. The random testing will be reasonably spaced over any twelve (12) month period.
- D. Once notified a driver must proceed immediately to the assigned collection site.

4. Designation of Appropriate Substance Abuse Professional:

The Human Resource Director will be responsible for designating the appropriate substance abuse professional whom, in conjunction with the driver's physician will diagnose the problem and recommend treatment.

- A. The driver's successful completion of the approved treatment program is a condition of

continued employment as a driver.

- B. Following successful completion of any approved treatment program, the driver will be required to submit to at least six random drug tests during the first year, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition and/or testing positive is grounds for immediate termination.
- C. All supervisors will receive training to assist them in identifying alcohol and drug use behavioral characteristics.

5. Return to-duty Testing

Before a driver, who has entered a voluntary rehabilitation program returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this policy and Part 382 Subpart B (FMCSR), the driver shall undergo a return to duty alcohol test with a result of less than a 0.02 BAC to receive a confirmed negative result from a controlled substance urinalysis test.

VI. COLLECTION OF BREATH AND URINE SPECIMENS AND LABORATORY ANALYSIS

- A. Breath-Alcohol Testing: Breath alcohol will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to CFR 49, Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide breath will be considered a positive test, and the driver will be terminated.
- B. Specimen Collection: Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.
- C. Laboratory Analysis: As required by FHWA regulations, only a laboratory certified by a Department of Health and Human Services (DHS) to perform urinalysis for the detection of the presence of controlled substance will be retained by the County. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

VII. CONSEQUENCES: APPEAL OF TEST RESULTS

- A. Alcohol and drug abuse may not only threaten the safety and productivity of all employees of VAL VERDE County, but causes serious individual health consequences to those who use them. Attachment #1 outlines several personal consequences which may result after abuse of controlled substances. Any confirmed actions prohibited by Part IV above, while performing a safety-sensitive function or refusing to take a breath test, will be grounds for termination. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing program.
- B. Any driver testing positive for the presence of a controlled substance will be contacted by the County's MRO. The driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The County will not be a party to or have access to matters discussed between

the driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the County as a negative.

- C. Within 72 hours after the driver has been notified of a positive test result for drugs employee may request a retest at their expense of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the County's Human Resource Director will be notified. A retest may be initiated as appropriate.

VII. CONFIDENTIALITY

Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee. Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests. Copies will be provided within 5 days.

Collection of breath and urine samples must always be documented and sealed with a tamper-proof sealing system in the presence of the driver, to ensure that all tests can be correctly traced to the driver.

Drug test analysis from the DHHS approved laboratory will be forwarded directly to the Medical Review Officer assigned by the Alcohol and Drug Program Administrator.

Alcohol test results will be forwarded by the MRO to Human Resource Director for confidential record keeping.

ALCOHOL AND DRUG AFFECTS

Section 382.601(b)(11) FMCSR mandates that all employees be provided with training material discussing the effects of alcohol and controlled substances use on an individual's health, work and personal life.

This attachment is intended to help individuals understand the personal consequences of substance abuse.

Alcohol

Although used routinely as beverage for enjoyment, alcohol can also have negative physical and mood-altering effects when abused. These physical or mental alterations in a driver may have serious personal and public safety risks.

Health Effects

An average of three or more servings per day of beer (12 oz.), whiskey (1 oz.), or wine (6 oz.) over time, may result in the following health hazards:

- Dependency
- Fatal liver disease
- Kidney disease

- Pancreatitis
- Ulcers
- Decreased sexual functions
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast and malignant melanoma
- Spontaneous abortion and neonatal mortality
- Birth Defects

Social Issues

- 2/3 of all homicides are committed by people who drink prior to the crime.
- 2/3 % of the driving population are legally drunk at any one time. This rate doubles at night and on weekends.
- 2/3 of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- The separation and divorce rate in families with alcohol dependency problems is 7 times the average.
- 40% of family court cases are alcohol-related.
- Alcoholics are 15 times more likely to commit suicide.
- More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol-related.
- Over 17,000 fatalities occurred in 1993 in highway accidents, which were alcohol related. This was 43% of all highway fatalities.
- 30,000 people will die each year from alcohol caused liver diseases.
- 10,000 people will die each year due to alcohol-related brain disease or suicide.
- Up to 125,000 people die each year due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- Impairment can be measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

ALCOHOL'S TRIP THROUGH THE BODY

Mouth and Esophagus: Alcohol is an irritant to the delicate linings of the throat and food pipe. It burns as it goes down.

Stomach and Intestines: Alcohol has an irritating effect on the stomach's protective lining, resulting in gastric or duodenal ulcers. This condition, if it becomes acute can cause peritonitis, or perforation of the stomach wall. In the small intestine, alcohol blocks absorption of such substances as thiamine, folic acid, fat, vitamin B1, vitamin B12, and amino acids.

Bloodstream: 95% of the alcohol taken into the body is absorbed into the bloodstream through the lining of the stomach and duodenum. Once in the bloodstream, alcohol quickly goes to every cell and tissue in the body. Alcohol causes red blood cells to clump together in sticky wads, slowing circulation and

depriving tissues of oxygen. It also causes anemia by reduction of red blood cell production. Alcohol slows the ability of white cells to engulf and destroy bacteria and degenerate the clotting ability of blood platelets.

Pancreas: Alcohol irritates the cells of the pancreas, causing them to swell, thus blocking the flow of digestive enzymes. The chemicals, unable to enter the small intestine, begin to digest the pancreas, leading to acute hemorrhagic pancreatitis. One out of five patients who develop this disease dies during the first attack. Pancreatitis can destroy the pancreas and cause a lack of insulin thus resulting in diabetes.

Liver: Alcohol inflames the cells of the liver, causing them to swell and block the tiny canal to the small intestines. This prevents bile from filtering properly through the liver. Jaundice develops, turning the whites of the eyes and skin yellow. Each drink of alcohol increases the number of live cells destroyed, eventually causing cirrhosis of the liver. The disease is eight times more frequent among alcoholics than among non-alcoholics.

Heart: Alcohol causes inflammation of the heart muscle. It has a toxic effect on the heart and causes increased amounts of fat to collect, thus disrupting its normal metabolism.

Urinary Bladder and Kidneys: Alcohol inflames the lining of the urinary bladder making it unable to stretch properly. In the kidneys, alcohol causes increased loss of fluids through its irritating effect.

Sex Glands: Swelling of the prostate gland caused by alcohol interferes with the ability of the male to perform sexually. It also interferes with the ability to climax during intercourse.

Brain: The most dramatic and noticed effect of alcohol is on the brain, it depresses brain centers, producing progressive in coordination: confusion, disorientation, stupor, anesthesia, coma, death. Alcohol kills brain cells and brain damage is permanent. Drinking over a period of time causes loss of memory, judgment and learning ability.

DRUGS

Marijuana

Health Effects

- Emphysema-like conditions
- One joint of marijuana contains cancer-causing substances equal to ½ pack of cigarettes.
- One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillums*, which can cause serious respiratory tract and sinus infections.
- Marijuana lowers the body's immune system response, making users more susceptible to infection.
- Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently or effectively. Long-term brain damage may occur.
- Tetrahydrocannabinol (THC) and 60 other chemicals in Marijuana concentrate in the ovaries and testes.
- Chronic smoking of Marijuana in males causes a decrease in testosterone and an increase in

estrogen, the female hormone. As a result, the sperm count is reduced, leading to temporary sterility.

- Chronic smoking of Marijuana in female causes a decrease in fertility.
- A higher-than-normal incident of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life are common in pregnant Marijuana smokers.
- THC causes birth defects including brain damage, spinal cord, forelimbs, liver, and water on the brain and spine in test animals.
- Prenatal exposure may cause underweight newborn babies.
- Fetal exposure may decrease visual function.
- User's mental functions can display the following effects:
 1. Delayed decision making
 2. Diminished concentration
 3. Impaired short-term memory
 4. Impaired signal detection
 5. Impaired tracking
 6. Erratic cognitive function
 7. Distortion of time estimation

Workplace Issues

- THC is stored in body fat and slowly released.
- Marijuana smoking has long-term effects on performance.
- Increased THC potency is modern Marijuana dramatically compounds the side effects.
- Combining alcohol or other depressant drugs with Marijuana increases the impairing effect of both.

Cocaine

Used medically as a local anesthetic. When abused, it becomes a powerful physical and mental stimulant. The entire nervous system is energized. Muscles tense, heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neurohormones associated with mood elevation.

Health Effects

- Regular use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing damage to critical nerve cells. Parkinson's disease could also occur.
- Cocaine causes the heart to beat faster, harder, and rapidly increases blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- Strong dependency can occur with one "hit" of cocaine. Usually, mental dependency occurs within days for "crack" or within several months for snorting coke. Cocaine causes the strongest mental dependency of all the drugs.
- Treatment success rates are lower than other chemical dependencies.
- Extremely dangerous when taken with other depressant drugs. Death due to overdose is rapid. Fatal effects are usually not reversible by medical intervention.

Workplace Issues

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- Lapses in attention and ignoring warning signals increases probability of accidents.
- High cost frequently leads to theft and/or dealing.
- Paranoia and withdrawal may create unpredictable or violent behavior.
- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

Opiates

Narcotic drugs which alleviate pain and depress body functions and reactions.

Health Effects

- IV needle users have a high risk of contracting hepatitis or AIDS when sharing needles.
- Increase pain tolerance. As a result, a person may more severely injure themselves and fail to seek medical attention as needed.
- Narcotic effects are multiplied when combined with other depressants causing an increased risk for an overdose.
- Because of tolerance, there is an ever-increasing need for more.
- Strong mental and physical dependence occurs.
- With increased tolerance and dependency combined, there is a serious financial burden for the users.

Workplace Issues

- Side effects such as nausea, vomiting, dizziness, mental clouding and drowsiness place the user at high risk for an accident.
- Causes impairment of physical and mental functions.

Amphetamines

Central nervous system stimulant that speeds up the mind and body.

Health Effects

- Regular use causes strong psychological dependency and increased tolerance.
- High dose may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
- Euphoric stimulation increases impulsive and risk-taking behavior, including bizarre and violent acts.
- Withdrawal may result in severe physical and mental depression.

Workplace Issues

- Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest.
- With heavy use to increasing fatigue, the short-term mental or physical enhancement reverses and becomes an impairment.

Phencyclidine (PCP)

Often used as a large animal tranquilizer. Abused primarily for its mood-altering effects. Low doses produce sedation and euphoric mood changes. Mood can rapidly change from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, violent behavior and an inability to speak or comprehend.

Health Effects

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- If misdiagnosed as LSD induced, and treating with Thorazine, can be fatal.
- Irreversible memory loss, personality changes, and thought disorders may result.

Workplace Issues

- Not common in workplace primarily because of the severe disorientation that occurs.
- There are four phases to PCP abuse.
- Acute toxicity causing combativeness, catatonia, convulsions and coma. Distortions of size, shape and distorted perception are common.
- Toxic psychosis with visual and auditory delusions, paranoia and agitation.
- Drug induced schizophrenia.
- Induced depression which may create suicidal tendencies and mental dysfunction.

EMPLOYEE NOTIFICATION LETTER FOR REQUIRED C.D.L. DRIVER

I certify that I have received a copy of and have read the above county policy on Alcohol and Drug Testing procedures. I understand that as a condition of employment as a driver, I must comply with these guidelines, and do agree that I will remain medically qualified by these following procedures. If I develop a problem with alcohol or drug abuse during my employment with Val Verde County, I will seek assistance through the current Risk Management Administrator.

Employee Signature

Date

ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST NOTIFICATION

Part 382 – Controlled Substances and Alcohol Use Testing applies to drivers of this County

21382.113 - Requirement for Notice:

Before performing an alcohol or controlled substances test under this part, each employer shall notify a driver that the alcohol or controlled substances test is required by this part. No employer shall falsely represent that a test is administered under this part.

County Name

Driver/Applicant Name
(Print)

(First, M.I., Last)

You are hereby notified the following test will be administered in compliance with the Federal Motor Carrier Safety Regulations.

The test is scheduled: Date:

Location:

Time:

Check reason for Test

☐ Pre-employment
☐ Reasonable Suspicion/Cause
☐ Return to duty

☐ Random
☐ Post Accident
☐ Follow-up

Appointment Instructions/Comments:

I understand as a condition of my employment with the County, the above identified test is required.

Driver/Applicant's Signature

Date

Witnessed by:

County's Representative

Date

(Retain in the Employee's Confidential File)

OBSERVED BEHAVIOR
REASONABLE SUSPENCION

Location: _____

Incident Number: _____

Personnel Office Use Only
Employee Number: _____

Driver's Name				Date Observed	
Address of Incident:				Time Observed	
Street	City	State	Zip Code		
From _____ a.m.	p.m.				
To _____ a.m.	p.m.				
Record employee observed behavior for reasonable suspicion for the use of alcohol or controlled substances. According to 49 CFR §382.307 (Reasonable Suspicion Testing) the employer shall require the driver to submit to a substance or alcohol test if a supervisor or county representative who is trained in accordance with § 382.307 determines that reasonable suspicion exists.					
Reasonable Suspicion determined for: _____ Alcohol				_____ Controlled Substance	
Mark items that apply and describe specifics					
1. Appearance: _____ Normal _____ Sleepy _____ Tremors _____ Clothing _____ Cleanliness					
Description _____					
2. Behavior: _____ Normal _____ Erratic _____ Inappropriate gaiety _____ Mood swings _____ Lethargic					
Description _____					
3. Speech:					
Description: _____					
4. Body Odors:					
5. Indications of the chronic and withdrawal effects of controlled substances:					
_____ Yes _____ No					
Explain: _____					
6. Other observations for reasonable suspicion:					
Witnessed By:					
Signature _____		Title _____	Preparation Date _____	Time _____	A.M. P.M.
Signature _____		Title _____	Preparation Date _____	Time _____	A.M. P.M.
The alcohol test must be administered within eight (8) hours following a reasonable suspicion determined. Employer retain in employee's confidential file.					

Alcohol and Controlled Substance Employee's Certified Receipt

Employee's Name

County/Department

This is to certify that I have been provided educational materials that explain the requirements of §382.601 and my employer's policies and procedures with respect to meeting the requirements. The materials include detailed discussion of the following checked () items:

- 1. The designated person to answer questions about the materials.
- 2. The categories of driver's subject to Part 382.
- 3. Sufficient information about the safety-sensitive functions and periods of the workday that compliance is required.
- 4. Specific information concerning prohibited driver conduct.
- 5. Circumstances under which a driver will be tested.
- 6. Test procedures, driver protection and integrity of the testing processes, and safeguarding the validity of the test.
- 7. The requirement that tests are administered in accordance with Part 382.
- 8. An explanation of what will be considered a refusal to submit to a test and the consequences.
- 9. The consequences for Part 392 Subpart B violations including removal from safety-sensitive functions and §382.605 procedures.
- 10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04.
- 11. Information on the effect of alcohol and controlled substances use on:
* An individual health * Signs and symptoms of a problem * Work * Available methods of intervening when a problem is suspected * Personal Life
- 12. Optional information:

Employee's Name

Date

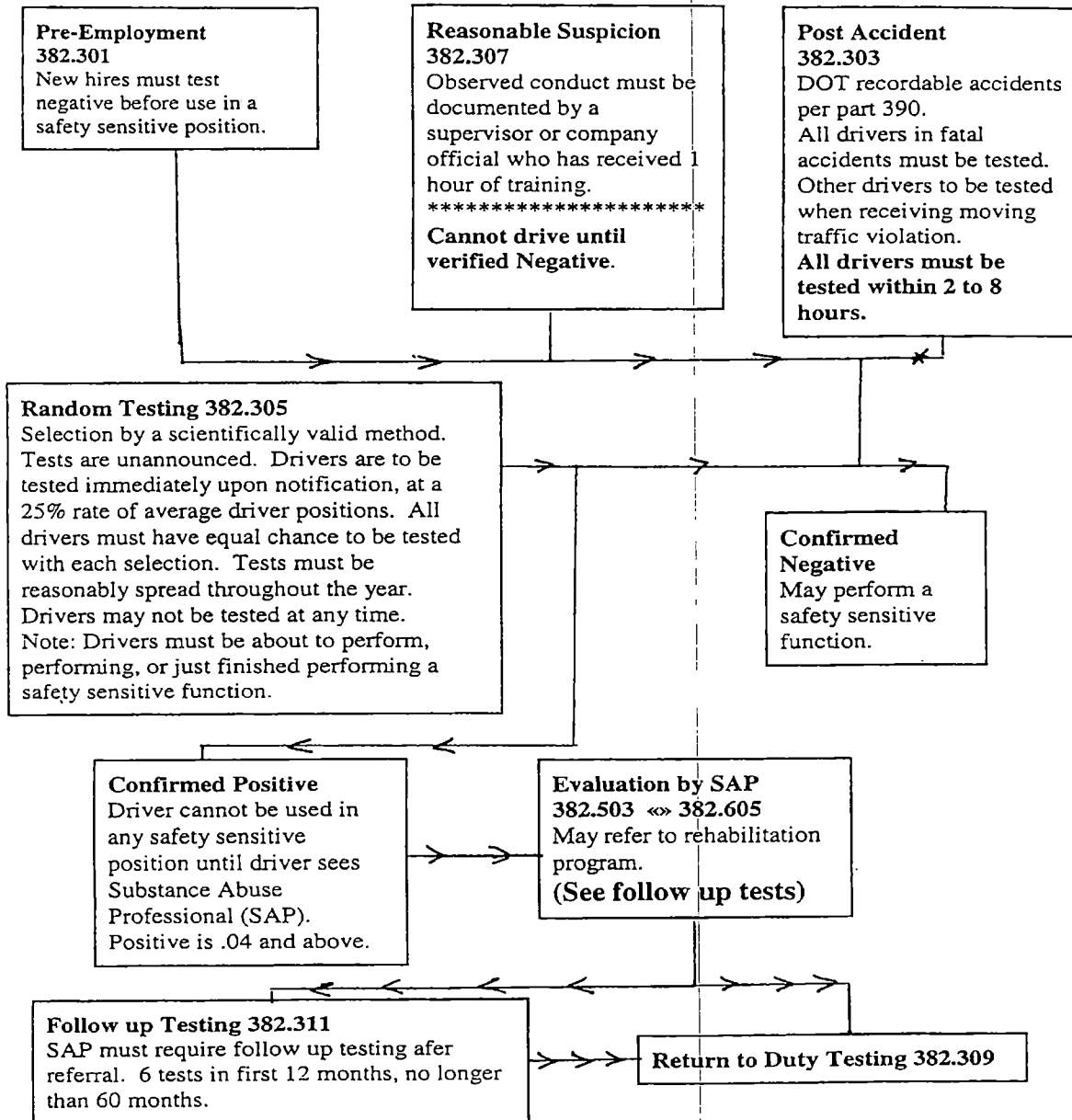
Authorized Employer Representative

Date

(Retain in Employee's Confidential File)

FLOW CHART

Alcohol Testing 49 CFR Part 382



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SECTION 8:

IT PROCEDURES

INFORMATION TECHNOLOGY

509 E. Gibbs Street
DEL RIO, TEXAS 78840

IT PURCHASING POLICY

Version 1.1 (April 22, 2021)

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Document Control

Policy Version	1.0	
Policy Review Interval	Annually by Director of Information Technology	
Author	Director of Information Technology	
Authorized By	Val Verde County Commissioners Court	
Authorization Date	10/19/2017	

Review & Amendments		
Policy Version	1.1	
Date of Review	April 22, 2021	
Amendments	Update IT Department Physical Address / Assessment Form / Business Case Form	
Revised By	Ramiro G. Barrera	
County Judge	County Judge	
Commissioners Court Members	Commissioner Precinct 1 Commissioner Precinct 2 Commissioner Precinct 3 Commissioner Precinct 4	
Re-Authorization Date		

Review & Amendments		
Policy Version		
Date of Review		
Amendments		
Revised By		
County Judge	County Judge	
Commissioners Court Members	Commissioner Precinct 1 Commissioner Precinct 2 Commissioner Precinct 3 Commissioner Precinct 4	
Re-Authorization Date		

1. Policy Statement

The purpose of this policy is to provide a framework for the procurement of all IT hardware (including IT electronics) and peripherals (including software) for Val Verde County. The policy has been developed in conjunction with the Val Verde County's Purchasing Department. The policy includes, for example, the following types of hardware:

- Desktop Computers
- Laptops / Notebooks
- Tablets / Mobile Devices (excluding Cell Phones)
- Accessories for any of the above

Value for money (VfM) and efficient cost control will be fundamental aspects of the policy and most purchases will be for equipment of a **basic** or **standard** specification with Business Cases needing to be made for purchase of **advanced** or **custom** specification hardware. All purchases will be on a need's basis.

All Departments must submit an IT Purchase Assessment Form with their Department's IT needs. Information about the Assessment Form on Exhibit 2. Where requested hardware does not meet the general VfM requirement it is unlikely to be purchased without a convincing Purchase Business Case Assessment Form also being submitted. Information about the levels of specification on Exhibit 1. Information about the IT Purchase Business Case Assessment Form on Exhibit 3.

2. Introduction

All of the Val Verde County's IT related procurement will be done via the Information Technology Department team and the Val Verde County Auditor's Office which holds a centralized budget. The Information Technology Department will be responsible for determining the specification and supplier of IT related equipment and for ensuring that purchasing is needs basis. Value for money (VfM) and efficient cost control will be fundamental aspects of the policy.

The aim of this policy is to:

- Ensure that Val Verde County buys from approved vendors, for example, DIR or State Contract Approved suppliers
 - Ensure that Val Verde County obtains VfM through good procurement practice by securing the best discounts, reduced order costs together with products being delivered in the most efficient way and correctly recorded in the inventory.
 - To establish centralized control for IT procurement to facilitate the development of an effective and coordinated procurement structure across Val Verde County offices minimizing duplication of effort and optimizing the allocation of skilled resources.
 - To develop appropriate management information in order to benchmark and measure the pricing of approved suppliers against the marketplace in pursuit of optimum pricing and the continuous improvement.
- In addition, the Val Verde County Information Technology Department aims to establish uniform standards for the procurement of desktop operating systems, computer networks and computer hardware and peripherals. This standardization is essential as it allows Val Verde County Information Technology to provide quality service to all users.

3. Purchasing Guidelines

The following procedure relates to the purchasing of all IT hardware and peripherals for Val Verde County in order to achieve the benefits outlined above and to ensure an effective and efficient centralized control over the purchase, delivery and installation of equipment.

3.1 Hardware and Peripherals

Val Verde County Purchasing Department is the sole authority for placing orders for IT hardware and peripherals for Val Verde County. All IT related purchases will need to have an approved IT Purchase Assessment Form prior to requisitioning. All IT related purchasing will be specified by the Information Technology Department and purchases will not be made without the approval by the Information Technology Department.

Users must submit the IT Purchase Assessment Form for purchasing requests of equipment, whether as individual items or part of a larger project. The Information Technology Department will process the request based on the following criteria.

- The Information Technology Department will make a decision whether to approve, decline or amend the requirements for the purchase of the equipment.
- If a request to purchase equipment is declined or changed, the Information Technology Department will provide a brief explanation to the requesting user for the decision.
- If the equipment is approved or changed, the Information Technology Department will forward all supporting documents to Val Verde County Purchasing Department and order the equipment directly with suppliers, receiving of goods and the delivery, make an asset register and coordinate with the Information Technology Department for installation of the equipment.

The Val Verde County Information Technology Department has a standard set-up procedure for new hardware, software and systems. This procedure ensures the equipment is configured correctly and that all IT security measures are addressed. This includes the set-up of passwords, endpoint protection software and security marking the equipment and adding to the asset management database.

The Val Verde County Information Technology Department will not install hardware or non-standard software unless it has been involved in the specification of both.

3.2 Software

Software is covered by this policy and funding its procurement remains the responsibility of the departmental budget holders. The Information Technology Department will supply quotations for software, but the ordering, receiving will be managed by Val Verde County Purchasing Department.

4. External Services

External IT Services include (but not limited to): Hosting of software, accessing third party software (except via the internet), maintenance/support services and any other third party supplied IT related service including consultancy.

Val Verde County Purchasing Department is the sole authority for placing orders for External IT Services regardless of the source of funding. All External IT Services will need to have full authorization from the Information Technology Department, via IT Purchasing Assessment Form, prior to requisitioning and purchases will not be made without final approval by the Information Technology Department.

All requests for purchasing of equipment or software from external services, whether as individual or part of a larger project, must be sent via IT Purchasing Assessment Form to the Information Technology Department who will process the request based on the following criteria.

- The Val Verde County Information Technology Department will make a decision whether to approve, decline or amend the requirements for the purchase of the equipment/software.
- If External IT Services is declined or changed, the Val Verde County Information Technology Department will provide a brief explanation to the requesting user for the decision. The Information Technology Department will keep the user informed of the decision and the outcomes if ordered.

5. Substantial IT Investment (\$50,000.00 and above)

Purchases involving substantial IT investment in IT goods or services, including externally hosted systems, must be authorized by Commissioners Court.

- Requests for this size of project should follow the normal route via IT Purchasing Assessment Form which will review and prepare the request.
- The Director of Information Technology must be consulted as part of the Business Case preparation and will advise on the best solution and ensure that it meets user requirements, represents best value for money, is compatible with current infrastructure requirements and fits with overall Val Verde County's IT strategy and Val Verde County's finance and procurement regulations. The Director of Information Technology will also assist in the production of the relevant Business Case for submission to Commissioners Court as appropriate.

Once Commissioners Court has approved the proposal and prioritized the work accordingly, the Director of Information Technology will manage the implementation of both hardware and software, utilizing standard project management methodology.

EXHIBIT 1: BASIC HARDWARE SPECIFICATIONS

- 10th Generation Intel Core i5-10500 (6-Core, 12MB Cache, 3.1 GHz to 4.5 GHz, 65W)
- 16GB 1x16GB DDR4 non-ECC Memory
- M.2 512GB PCIe NVMe Class 40 Solid State Drive
- 8x DVD+/-RW 9.5mm Optical Disk Drive
- SFF / Mini Tower
- 24" Monitor
- Wireless Keyboard / Mouse
- Windows 10 Pro 64bit English Standard Build
- Microsoft Office Home and Business 2019 DFO
- UPS 600Va UPS Battery Backup
- 3Yr Pro Support Next Business Day on Site Warranty

EXHIBIT 1: STANDARD HARDWARE SPECIFICATIONS

- 10th Generation Intel Core i5-10500 (6-Core, 12MB Cache, 3.1 GHz to 4.5 GHz, 65W)
- 32GB 2x16GB DDR4 non-ECC Memory
- M.2 512GB PCIe NVMe Class 40 Solid State Drive
- 8x DVD+/-RW 9.5mm Optical Disk Drive
- SFF / Mini Tower
- 24" Monitor
- Wireless Keyboard / Mouse
- Windows 10 Pro 64bit English Standard Build
- Microsoft Office Home and Business 2019 DFO
- UPS 600Va UPS Battery Backup
- 3Yr Pro Support Next Business Day on Site Warranty

EXHIBIT 2: IT PURCHASE ASSESSMENT FORM



Information Technology Department
109 E. Gibbs Street
El Paso, Texas 79940

IT PURCHASE ASSESSMENT FORM

Date of Request	Department	Budget Amount	Account Number
Type of Equipment			
Are you providing any supporting documents with your request?		☐ Yes ☐ No	
Brief Description of Your Request			
Information Technology Department Assessment Results (IT Use Only)			
Vendor	Vendor ID	DIR or State Contract #	
Project Amount	Meets VVC BPR	Approve/Denial/Change	
IT Department Comments			
Comments to Purchasing Department			
Date Completed	Time	Signature	
Supporting Documents Included?	☐ Yes ☐ No		

EXHIBIT 3: IT PURCHASE SPECIAL CASE ASSESSMENT FORM



Information Technology Department
500 E. Gibbs Street
Dallas, Texas 75202

IT PURCHASE BUSINESS CASE FORM

Please provide information below and attach request to support minimum security needs.

Date of Request	Department	Budget Amount	Account Number
Type of Equipment			
Are you providing any supporting documents with your request?		☐ Yes	☐ No
Would this purchase be considered a Substantial IT Investment		☐ Yes	☐ No
Date of Original Request	Original Request was	☐ Declined	☐ Changed

Brief Description for Advanced or Custom Equipment Needs

Information Technology Department Assessment Results (IT Use Only)		
Vendor	Vendor ID	Dir. or State Contract #
Project Amount	Meets VVC BPA	Approve/Decline

IT Department Comments

It is our opinion that the request is needs based	☐ Yes	☐ No	☐ Somewhat
Are the specifications and needs on the request justified above the basic or standard specs?	☐ Yes	☐ No	☐ Somewhat
Is the cost difference on the request justified above the basic or standard specs?	☐ Yes	☐ No	☐ Somewhat

Comments to Purchasing Department

Date Completed	Time	Signature
Supporting Documents Included?	☐ Yes ☐ No	

If you have any questions, please contact the IT Department at 754-2100 or visit our website at www.itservices.state.tx.us

**VAL VERDE COUNTY
POLICY ACKNOWLEDGEMENT**

INFORMATION TECHNOLOGY PURCHASING POLICY

I acknowledge that I have read and understand Val Verde County’s “Information Technology Purchasing” Policy approved by the Val Verde County Commissioners Court on _____, 2022.

ACKNOWLEDGEMENT

NAME

DATE

SIGNATURE

SECTION 8.01 Remote Access Policy & Procedures

1.0 Overview

It is often necessary to provide remote access to Val Verde County employees or others, working outside the County's network. While this technology can lead to productivity improvements, it can also create certain vulnerabilities if not implemented properly. The goal of this policy is to provide the framework for a secure remote access implementation.

2.0 Purpose

The purpose of this policy is to provide standards for connecting to the Val Verde County's network from any trusted remote host, untrusted remote host and remote network. These standards are designed to minimize the potential exposure to the County from damages that may result from unauthorized access to the County's network when using an insecure transmission medium. This includes access from the employee's home, vendor's site, remote working locations, while traveling, etc.

3.0 Scope

The scope of this policy applies to all authorized employees, contractors and external parties that access Val Verde County resources over a third-party network, whether such access is performed with County issued or non-County issued equipment.

4.0 Policies

4.1 Request for Remote Access

When a county employee, vendor, contractor or consultant requires access to the County's systems, a **Request for Remote Access form** must be completed and signed by the individual requesting access, along with the **Remote Access Request Form-Justification Letter**.

4.2 Request for Remote Access Employees

The employee making the remote access request, must submit the signed, completed form(s) to their supervisor, for approval and supervisors' signature. The supervisor will submit the form(s) to the Information Technology Department via e-mail or standard inter-office mail. The request will be submitted in a form of an agenda item on the next available Commissioners Court meeting. The members of the court will review the request and may approve or deny the employee's request. If the request is approved, the Information Technology Department will provide the Director of Human Resources a copy of the approved request with additional information and procedures that would pertain to the authorized user

to include a start date and end date for remote access. The request may take up to 5 working days to be entered into the RDP Gateway system, at which time the employee will be notified and trained on the use of the new service.

4.3 Request for Remote Access Vendors, Contractors or Consultants

A vendor, contractor or consultant must complete and sign a **Request for Remote Access form** along with a **Request for Remote Access Form-Justification Letter** and submit their request to the Information Technology Department. The request will be submitted in a form of an agenda item on the next available Commissioners Court meeting. The members of the court will review the request and may approve or deny the request. If the request is approved, the Information Technology Department will provide the Director of Human Resources and the Purchasing Agent, a copy of the approved request, along with additional information and procedures that would pertain to the authorized user to include a start date and end date for remote access. The request may take up to 5 working days to be entered into the RDP Gateway system, at which time the individual making the request will be notified and trained on the use of the new service.

Remote Access via RDP Gateway

The primary and preferred method of remote access for employees, will be via a County owned RDP Gateway. The Information Technology Department will configure the account and security based on specific criteria, to include Domain User Account Information, Domain Computer Account Information, remote access permissions on the Domain Computer. The user must use the domain credentials provided by the Information Technology Department. The RDP Gateway will be serviced, maintained and monitored by the Information Technology Department. The services may be temporarily suspended or terminated if it is determined that the user is not in compliance with Section 1.18 - Employment and Employee Standards and Practices of the Val Verde County Personnel Policy Manual.

4.4 Remote Access via Global VPN Client

An alternate method of remote access for employees or vendors, contractors or consultants, may require the use of a Global VPN Client application. Depending on the type of remote access request and if the situation warrants, this application may be implemented in a limited form. This will provide for a secure, encrypted access through the Internet for authorized remote users. The Global VPN Client (GVC) creates an IPSec Layer-3 connection between the individual's computer and the County's network to maintain the confidentiality of private data.

4.5 Remote Access Client Software

For the purpose of this policy, ownership of the remote device is irrelevant. Whether the remote device is County issued or not, this policy applies to that device. All remote devices must have a valid, current Anti-Virus software, a client firewall and all necessary updates and security patches applied and installed.

4.6 Prohibited Actions

Remote Access to County systems, is only offered by the Information Technology Department with approval from Commissioners Court. The following are specifically prohibited.

4.7.1 Installing a modem, router or other remote access device on a county system without the approval from Commissioners Court and the Information Technology Department.

4.7.2 Remotely accessing County systems with a remote desktop tool, such as VNC, Team Viewer, GoToMyPC or similar applications, without written approval from Commissioners Court and the Information Technology Department.

4.7.3 Use of non-County provided remote access software.

4.7.4 Sharing credentials

4.7.5 Copying data to, and storing data on, remote computers unless explicitly authorized to do so for a defined business need and done in a manner that meets requirements for data confidentiality and records retention policies.

4.8 Use of Non-County Issued Systems

Accessing the County network through home or public systems present a security risk, as the Information Technology Department cannot completely control the security of the system accessing the network. No non-County systems will be allowed to access the County network for any reason, unless the employee, vendor, contractor or consultant abide by this policy, specifically line item 4.6 and approved by Commissioners Court and the Information technology Department.

5.0 Enforcement

This policy will be enforced by Commissioners Court and/or the Information Technology Department. Violations may result in disciplinary action, which may include suspension, restriction of access, or more severe penalties up to and including termination of employment and/or contracts. Where illegal activities or theft of County property (physical or intellectual) are suspected, the County may report such activities to the applicable authorities.

**VAL VERDE COUNTY
POLICY ACKNOWLEDGEMENT**

REMOTE ACCESS PROCEDURES POLICY

I acknowledge that I have read and understand Val Verde County’s “Remote Access Procedures” Policy approved by the Val Verde County Commissioners Court on _____, 2022.

ACKNOWLEDGEMENT

NAME

DATE

SIGNATURE