



WEBB COUNTY, TEXAS

COMMISSIONERS COURT

PUBLIC NOTICE **COMMISSIONERS COURT MEETING**

WEBB COUNTY COURTHOUSE
1000 HOUSTON STREET, 2ND FLOOR
LAREDO, TEXAS 78040
SEPTEMBER 9, 2019
9:00 a.m.

CALL TO ORDER BY THE HONORABLE TANO E. TIJERINA, WEBB COUNTY JUDGE

1. Roll Call by Honorable Margie Ramirez-Ibarra, Webb County Clerk
2. Pledge of Allegiance/Invocation
3. Discussion and possible action for Approval of Bills, Payroll, and Monthly Reports (Auditor, Treasurer, Human Resources, Risk Management, Tax Assessor-Collector); and any other matters incident thereto.
4. Public Comment - This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must complete a Witness Card specifying which agenda item they wish to comment on. Each public member, individually or in a group, will be allowed a total of Three (3) minutes within which to make any/all public comments.

COURT TO DISCUSS AND ACT ON THE FOLLOWING:

CONSENT AGENDA: At most meetings, the Commissioners Court establishes a Consent Agenda. It consists of those Agenda Items which are routine or non-controversial, and which neither a member of the Commissioners court has asked to be pulled for discussion. Once the Commissioners Court has established the Consent Agenda, Agenda Items included on it will be voted upon in one vote, and will not be discussed separately unless requested by the County Judge or Commissioners.

The consent agenda has been created in order to give constituents the opportunity to view any and all pertinent backup information with reference to any item in the agenda. The objective of the consent agenda is for all Webb County constituents to be familiar with everyday county business and to demonstrate the transparency and fairness of this Commissioners Court.

The following Agenda Items are of a routine nature, and the Commissioners Court has received supporting materials for consideration. All of these Agenda Items will be passed with one vote without being discussed separately, unless a member of the Commissioners Court or the public requests that a particular Agenda Item be discussed. If so, that Agenda Item will be pulled from the Consent Agenda and discussed as part of the regular Agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

CONSENT ITEMS

5. Honorable Rebecca Palomo, 341st District Court Judge

- a. Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2030-001-456005	Postage & Courier Service	\$1,645	\$744.96	\$1,004.96	\$260.00
	1001-2030-001-464005	Books & Subscriptions	\$850	\$200.00	\$200.00	\$0
To:	1001-2030-001-443000-035	Repairs & Maintenance	\$4,250	\$944.96	\$2.00	\$946.96

Issue: Accounts need funds to pay current and future invoices to end the year.

Solution: Transfer of funds will pay end of the year invoices.

Result: Current and future invoices will be paid.

6. Auditor

- a. Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within Federal Forfeiture Funds. **[Requested by County Attorney]**

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	2172-2270-001-470000	Capital Outlay	\$120,000	\$6,000	\$120,000	\$114,000
To:	2172-2270-001-460140	Fire arms and Ammunition	\$0	\$6,000	\$0	\$6,000

Issue: Line item transfer is needed to cover future expenditures and to avoid deficit on account.

Solution: Transfer of funds are needed from another account.

Result: Funds will be available for official use to meet needs of the office.

- b. Discussion and possible action to ratify, by Order, the following budget amendment (line item transfer) within Grant funds. **[Requested by Isidro "Chilo" Alaniz, District Attorney]**

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	2739-2260-001-410000	Payroll Cost	\$384,775	\$5,200	\$27,911	\$22,711
To:	2739-2260-001-421000	Health & Life Insurance	\$35,093	\$5,000	\$-\$3,007	\$1,993
To:	2739-2260-001-426000	Worker Compensation	\$1,584	\$200	\$-\$61	\$139
				\$5,200		

Issue: Additional funds are needed in the Health Insurance and Worker Compensation accounts to cover the deficit.

Solution: Create a line item transfer.

Result: The line item transfer will eliminate the deficit.

- c. Discussion and possible action to approve, by order, a budget amendment of \$39,000 to the District Attorney Federal Forfeiture Fund from new proceeds received from the U.S. Department of Justice Equitable Share Program. **[Requested by Isidro "Chilo" Alaniz, District Attorney; Fund #2162 (DOJ - Federal Forfeiture)]**

	Account Name	Account Number	Amount
From:	Fund Balance Unreserved Undesignated	2162-259700	\$39,000
To:	Overtime	2162-2260-001-413000	\$30,567
	FICA County Share	2162-2260-001-422000	\$2,312
	Retirement County Share	2162-2260-001-423000	\$3,627
	Unemployment Tax	2162-2260-001-425000	\$1,587
	Worker Compensation	2162-2260-001-426000	\$907

Issue: New equitable shared funds have been awarded to the District Attorney's Office and may be spent after a budget for the expenditure of the proceeds has been submitted to the Governing Body. The budget must be detailed and clearly define the categories of expenditures.

Solution: Submit a budget to the Governing Body that clearly defines the categories of expenditures to be incurred with the new proceeds.

Result: The District Attorney's Office will add the new proceeds to its current budget to be utilized for law enforcement purposes in accordance with the Department of Justice Equitable Sharing Guidelines.

- d. Discussion and possible action to approve, by Order, a budget amendment to the District Attorney State forfeiture fund by increasing the expenditure budget by \$10,270; said amount is available from seized funds pursuant to Chapter 59 of the Texas Code of Criminal Procedure. **[Requested by Isidro "Chilo" Alaniz, District Attorney; Fund #2160-2260]**

	Account Name	Account Number	Amount
From:	Fund Balance Unreserved Undesignated	2160-259700	\$10,270
To:	Payroll Cost	2160-2260-001-410000	\$1,500
	Part Time	2160-2260-001-412000	\$2,800
	FICA County Share	2160-2260-001-422000	\$2,426
	Retirement County Share	2160-2260-001-423000	\$3,134
	Unemployment Tax	2160-2260-001-425000	\$200
	Worker Compensation	2160-2260-001-426000	\$210

Issue: New proceeds under Chapter 59 of the Texas Code of Criminal Procedure have been awarded and may be spent by the attorney representing the State after a budget for the expenditure of the proceeds has been submitted to the Governing Body.

Solution: Submit a budget to the Governing Body that clearly list and defines the categories of expenditures.

Result: The attorney representing the State can utilize the new proceeds for the official use of his Office.

- e. Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within Forfeiture funds. **[Requested by Martin Cuellar, Sheriff]**

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	2151-259700	Fund Balance	\$n/a	\$67,915.00	\$n/a	\$67,915.00
To:	2151-3010-001-470000	Capital Outlay	\$0.00	\$67,915.00	\$0.00	\$67,915.00

Issue: Transfer of funds is needed to cover new Law Enforcement Vehicle.

Solution: Monies will be available to purchase new vehicle.

Result: Purchase order can be issued.

7. Building Maintenance

- a. Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-1100-001-460028	Janitorial Supply	\$38,300	\$5,079.34	\$7,663.68	\$2,584.34
To:	1001-1100-001-460105	Minor Tools & apparatus	\$15,300	\$5,079.34	\$1,853.95	\$6,933.29

Issue: Not enough funds to cover the cost of the equipment needed.

Solution: Transfer funding from other accounts to pay for the equipment that is needed.

Result: Monies transferred to account that is short in funding to cover the cost of the equipment needed.

- b. Discussion and possible action to ratify the following budget amendment (line item transfer) within the Parks & Grounds Funds:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-6050-001-470000	Capital Outlay	\$75,000	\$6,000	\$69,000.00	\$27,500.00
To:	1001-6050-001-460105	Minor Tools & Apparatus	\$10,250	\$6,000	\$779.82	\$6,779.82

Issue: Purchase of a ST37X trencher will expedite landscaping jobs as needed for instance the digging system and installation of drainage pipe lines and other trenching tasks throughout Webb County.

Solution: The approval and acceptance of this ST37X trencher will allow Parks and Grounds to expedite landscaping projects for Webb County.

Result: The purchase of the ST37X trencher will help reduce the hours our workers spend on digging.

8. Casa Blanca Golf Course

- a. Discussion and possible action to ratify the following budget amendment (line item transfers) within the Golf Course Fund 7100:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	7100-6100-001-461000	Materials & Supplies (Range)	\$11,641	\$2,510.05	\$4,748	\$3,248
To:	7100-6120-001-463005-020	Groceries Restaurant Supplies	\$8,467	\$1,500	\$628.86	\$2,128.86
	7100-6080-001-460105	Minor Tools & Apparatus	\$3,821.48	\$1,000	\$232.02	\$1,232.02
	7100-6080-001-456305	Uniforms	\$500	\$10.05	\$15.50	\$25.55
				\$2,510.05		

Issue: Funding is needed in Groceries Restaurant Supplies to finish up the fiscal year. In need of a pallet jack and box blade in Maintenance. Minor deficiency in Uniforms account. All of the above can be funded with a surplus in the Range Materials & Supplies account.

Solution: Transfer as requested above.

Result: There will be sufficient funds in all budget line items to pay requested items.

9. Civil Legal Division

- a. Discussion and possible action to enter into a twelve (36) month (September 1, 2019 through August 31, 2022) Professional Services Agreement between Dr. Amando Garza and Webb County for the Head Start/Early Head Start Program for medical health services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule included within the agreement and authorizing the County Judge to sign and execute all relevant documents. **[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083**

(Medical-Dental)]

- b. Discussion and possible action to enter into a twelve (36) month (September 1, 2019 through August 31, 2022) Professional Services Agreement between Dr. Ruben D. Bocanegra and Webb County for the Head Start/Early Head Start Program for medical health services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule included within the agreement and authorizing the County Judge to sign and execute all relevant documents. **[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083 (Medical-Dental)]**
- c. Discussion and possible action to enter into a twelve (36) month (September 1, 2019 through August 31, 2022) Professional Services Agreement between Dr. Avelino Alvarez and Webb County for the Head Start/Early Head Start Program for medical health services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule included within the agreement and authorizing the County Judge to sign and execute all relevant documents. **[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083 (Medical-Dental)]**
- d. Discussion and possible action to enter into a twelve (36) month (September 1, 2019 through August 31, 2022) Professional Services Agreement between Rachel C. Vurbeff, PNP and Webb County for the Head Start/Early Head Start Program for medical health services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule included within the agreement and authorizing the County Judge to sign and execute all relevant documents. **[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083 (Medical-Dental)]**
- e. Discussion and possible action to enter into a twelve (36) month (October 1, 2019 through September 30, 2022) Professional Services Agreement between Ana Maria Pena, Registered Dietitian and Webb County for the Head Start/Early Head Start Program for nutrition consulting services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule (Exhibit A) and authorizing the County Judge to sign and execute all relevant documents. **[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5230-531-432068, 2367-5230-531-432068, and 2361-5200-531-432068 (Consultant's Training)]**
- f. Discussion and possible action to approve a minor boundary modification application for expansion of City of Laredo's Foreign Trade Zone (F.T.Z.) No. 94, with the Foreign Trade Zone Board/U.S. Dept. of Commerce as requested by M.E. Properties, LLC./Eduardo E. Lozano & Co., d/b/a EELCO Supply Chain Solutions, and the City of Laredo by adding Lot 3A, Block 4, El Portal Industrial Park, City of Laredo, Webb County, Texas and commonly known as 8411 Whitepoint Rd.,

Laredo, Texas 78045, to F.T.Z. No. 94, for approval by Webb County, and authorizing the Webb County Judge to execute any and all relevant documents and any other matters incident thereto. **[Requested by City of Laredo]**

- g. Discussion and possible action to authorize the purchase of commercial advertisement with Gray Television Group, Inc., (KGNS-NBC Laredo) by the Webb County District Attorney’s Office, for the “Make the Right Call” campaign. The campaign discourages drinking and driving in Webb County. There will be One Hundred Four (104) spots, starting September, 2019 through December, 2019, for a total cost of Seventeen Thousand Five Hundred Dollars (\$17,500.00) and any other matters incident thereto. **[Requested by Isidro R. Alaniz, Webb County District Attorney; Federal Forfeiture Funds Account #2162-2260-001-457006 and State Forfeiture Funds Account #2160-2260-001-457006]**
- h. Discussion and possible action to authorize the Purchasing Agent to issue a Request for Qualifications for an architect to prepare plans, specifications and estimates (which includes any state requirements) for the remodeling/reconstruction of a portion of the building located at 1300 Chicago (being Block 1028 Western Division, old juvenile detention center) for use as a detox facility and further directing the posting of the RFQ for a minimum of 21 days and authorizing the scoring of the responses to the RFQ by a joint County/City scoring committee and any other matters incident thereto.

10. Commissioners Court Administrator

- a. Discussion and possible action to ratify the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-1010-001-458000	Administrative Travel	\$3,000	\$211.90	\$211.90	\$0
	1001-1010-001-461000	Materials & Supplies	\$6,000	\$87.00	\$2,368.50	\$2,281.50
				\$298.90		
To:	1001-1010-001-456205	Training & Education	\$2,000	\$298.90	\$60.90	\$365.86

Issue: Last minute travel for training and education of judicial collections staff was scheduled and funds necessary were insufficient.

Solution: Approve line item transfer for registration fees and travel expenses.

Result: Funds necessary for travel expenditures.

11. Community Action Agency

- a. Discussion and possible action to enter into a Memorandum of Understanding that will allow Community Action Corporation of South Texas (CACOST) to assist Webb County Community Action Agency with Weatherization Assistance Program assistance to qualifying Webb County residents and program outcomes at no cost to the Webb County and any matters incident thereto; authorizing the County Judge to sign all relevant documents.

12. Honorable Rudy Rodriguez, Constable Pct. 1

- a. Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-3150-001-460140	Fire Arms & Ammunition	\$5,000	\$600	\$616	\$16
	1001-3150-001-443000-075	Repairs & Maint. Vehicles	\$30,000	\$3,077	\$6,077	\$3,000
	1001-3150-001-464005	Books & Subscriptions	\$1,275	\$900	\$2,562	\$1,662
	1001-3150-001-464010	Dues & Memberships	\$1,500	\$1,465	\$1,465	\$0
				\$6,042		
To:	1001-3150-001-461000	Materials & Supplies	\$7,000	\$5,692	\$202	\$5,894
	1001-3150-001-443000-035	Repairs & Maint. Equip.	\$425	\$300	\$26	\$326
	1001-3150-001-456005	Postage & Courier Service	\$100	\$50	(\$22)	\$28
				\$6,042		

Issue: Transfer is needed to be able to proceed with pending purchases of materials, supplies, repairs and maintenance. Additionally, there is a shortfall for postage and courier services. Transfers will ensure department can effectively operate throughout the remainder of the fiscal year.

Solution: Transfer of funds.

Result: Addressed deficit and balanced line items.

- b. Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-1370-001-443000-035	Repairs & Maint. Equip.	\$500	\$500	\$500	\$0

	1001-1370-001-456005	Postage & Courier Service	\$500	\$500	\$500	\$0
	1001-1370-001-464005	Books & Subscriptions	\$500	\$500	\$500	\$0
	1001-1370-001-46010	Dues & Memberships	\$500	\$500	\$500	\$0
To:	1001-1370-001-461000	Materials & Supplies	\$2,000	\$2,000	\$1,020	\$3,020

Issue: Funding is needed to purchase supplies and material for the Environmental and Gaming Division.

Solution: Transfer of funds.

Result: Balanced line items.

13. Honorable Adrian Cortez, Constable Pct. 3

- a. Discussion and possible action to ratify the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-3160-001-462605	Fuel & Lubricants	\$40,000	\$8,449	\$10,649.35	\$2,200,.35
To:	1001-3160-001-456205	Training & Education	\$5,000	\$8,449	\$3,460.80	\$11,839.80

Issue: Constable Pct. 3 does not have enough funding for mandated training to obtain license to operate drone under the FAA rules and regulations.

Solution: Approval to transfer funds to Training and Education budget will ensure department has the necessary funding to have deputy attend training.

Result: By Deputy attending training department will be in compliance with the FAA rules and regulations when operating drone.

14. Honorable Marco Montemayor, County Attorney

- a. Discussion and possible action to ratify, the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2270-001-464010	Dues & Membership	\$3,425	\$400	\$1,412	\$1,012
To:	1001-2270-001-432001	Professional Services	\$3,000	\$400	\$1,150	\$1,550

Issue: Ratify of line item transfer is needed to cover expenditures.

Solution: Ratify of line item transfer in the amount of \$400.00 is needed to cover expenditures.

Result: Line item will properly fund account for the remainder of the fiscal year.

15. Honorable Hugo Martinez, County Court at Law 1 Judge

- a. Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2060-001-451160	Detention Hearings	\$3,000	\$1,100	\$1,700	\$600
	1001-2060-001-45800	Administrative Travel	\$10,000	\$1,300	\$2,440	\$1,140
				\$2,400		
To:	1001-2250-001-451003-025	Court Interpreter/Reporter	\$4,250	\$2,400	\$50	\$2,450

Issue: There are pending and future invoices to be paid in the amount of \$2,400.00.

Solution: Transfer money in order to avoid further delay of invoices.

Result: Pending and Future invoices will be paid in a timely manner.

16. Honorable Isidro Alaniz, District Attorney

- a. Discussion and possible action to ratify, by Order, the following budget amendment (line item transfers) within the General Fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2260-001-432001	Professional Services	\$10,500	\$216	\$216	\$-0-
	1001-2260-001-456005	Postage & Courier Services	\$1,500	\$763	\$863	\$100
	1001-2260-001-458000	Administrative Travel	\$13,000	\$185	\$185	\$-0-
	1001-2260-001-464010	Dues & Memberships	\$10,000	\$996	\$996	\$-0-
				\$2,160		
To:	1001-2260-001-461000	Materials & Supplies	\$25,000	\$360	\$649	\$1,009
	1001-2260-001-464010	Books & Subscriptions	\$15,000	\$1,800	\$91	\$1,891
				\$2,160		

Issue: Additional funds are needed in the Materials & Supplies and the Books and Subscription accounts to cover projected expenditures.

Solution: Create a line item transfer.

Result: The line items will have sufficient funds to cover the projected expenditures.

17. **Economic Development**

- a. Discussion and possible action to authorize the acceptance of a Victim Coordinator and Liaison Grant (VCLG) award in the amount of \$42,000 from the Office of the Texas Attorney General (OAG) as developed, coordinated, written, and submitted by the Webb County Sheriff's Office for the salary and fringe benefits of a crime victim advocate as well as to post and fill the grant-funded position of a Crime Victim Advocate at the pay rate set by the general order, subject to the availability of funds and any applicable civil service guidelines; and authorizing the Webb County Judge to execute all relevant documents; and any other matters incident thereto. This grant does not require a match; and, thus, there will be no impact to the general fund. All required documents were sent to the Economic Development Department and were found in compliance with the Single Point of Contact (SPOC) policy. **[Requested by Martin Cuellar, Webb County Sheriff; Grant Account #2713]**

Issue: Victims of violent crime suffer significant financial duress, emotional trauma, and physical injuries. While the State of Texas has set up a system to compensate these victims for their expenses and financial losses due to death, disabling injuries, and emotional trauma utilizing collected court costs from convicted offenders, the victims often must navigate the complex state compensation system and extensively document their benefit eligibility while still under emotional and physical distress.

Solution: The Webb County Sheriff's Office grant funded Crime Victim Advocate will offer critical support, facilitate/expedite filling out detailed paperwork, provide needed guidance through the bureaucratic process, and deliver outreach/education to the local community.

Result: Victims of violent crime in Webb County, including victims from special populations, such as children, youth, rural, colonia, monolingual, and elderly populations, will be provided with direct victim services, training, and outreach/education.

- b. Discussion and possible action to accept a donation check from the Direct Energy/CPL Retail Energy/WTU Retail Energy Neighbor to Neighbor Program in the amount of \$1,250.00. Webb County Community Action Agency will utilize these funds to assist qualified Direct Energy clients. Authorizing the County Judge to execute all relevant documents, and any other matters incident thereto. **[Requested by Community Action Agency; Account #2924-5170-521-441210]**

Account No.	Account Name	Budget amendment
2924-5170-521-441210	Utilities	\$1,125.00
2924-5170-521-431002	Administrative Expense	\$125.00
2924-5170-357420	Other Revenue	\$1,250.00

Issue: Webb County CAA received a check from Direct Energy/CPL Retail Energy WTU Retail Energy Neighbor to Neighbor Program in the amount of \$1,125.00.

Solution: Webb County CAA will utilize these funds to assist qualified Direct Energy clients.

Result: The clients will be assisted to pay their utility bills from this donation company.

- c. Discussion and possible action to accept Amendment No.2 for the Comprehensive Energy Assistance Program (CEAP) Contract #58190003003 from the Texas Department of Housing and Community Affairs (TDHCA) for the Program Year 2019, in the amount of (\$1,783,738.00) ONE MILLION SEVEN HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS and authorizing the County Judge to sign all relevant documents. This action will not have an impact to the General Fund. Documentation has been reviewed by Webb County Economic Development Department and is compliant with SPOC policies and procedures. **[Grant account #2362-5150-3303000]**

Issue: There exists a need for the acquisition of additional grant funding that provides direct client services to eligible elderly, disabled and low-income residents of Webb County.

Solution: To accept Amendment #2 which awards an additional \$41,108.00 in grant funding (a budget increase from \$1,742,630.00 to \$1,783,738.00 for the Comprehensive Energy Assistance Program (CEAP) funded by the Texas Department of Housing and Community Affairs (TDHCA) for the program year 2019.

Result: These funds are intended to assist qualifying clients with their home energy expenses.

- d. Discussion and possible action to continue paying the salary and fringe benefits of the grant funded Truancy Juvenile Case Manager until grant award notification from the Office of the Governor Criminal Justice Division; and any other matters incident thereto. This grant requires no cash match; and, thus, is at no cost to the county. All personnel cost will be reimbursed with grant funds. **[Requested by Judge Jose R. Salinas, Justice of Peace, Pct. 4; Grant Account #2734]**

Issue: Juvenile truancy is a nationwide problem that negatively affects not only the truant youth and their families but also adversely impacts schools, neighborhoods, and the local community at large. In addition, truant youth are also

a great risk for juvenile delinquency and entry into the juvenile justice system. These youth who enter into the juvenile justice system tend to face limited future career, educational, and other socio-economic prospects, especially in the South Texas area.

Solution: Authorization by the court to continue to pay the salary and fringe benefits of the truancy case manager so that she may continue to provide needed prevention, diversion, and intervention strategies through the court of the Justice of the Peace, Precinct 4 in Laredo/Webb County area.

Result: The Office of the Justice of the Peace, Precinct 4 will continue to provide constituents/citizens, families, and their at-risk youth with the needed case management services and diversion strategies to steer these at-risk juveniles from the juvenile and criminal justice system and keep the Laredo/Webb County community safer, help alleviate the overwhelmed juvenile/criminal justice system, and allow these youth to grow up to be more productive, successful citizens.

18. Honorable Oscar Liendo, Justice of the Peace Pct. 1 Pl. 2

- a. Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2150-001-464010	Dues/Memberships	\$255	\$145	\$145.00	\$0
	1001-2150-001-464005	Books/Subscriptions	\$170	\$170	\$170.00	\$0
	1001-2150-001-460105	Tools/Apparatus	\$85	\$85	\$85.00	\$0
				\$400		
To:	1001-2150-001-458000	Administrative Travel	\$4,000	\$400	\$897.99	\$1,297.99

Issue: Line-item transfer needed to reimburse employees that traveled to San Marcos for a conference on August 19, 2019.

Solution: Line-item transfer will provide the reimbursement.

Result: With the court's approval employees will be reimbursed.

19. Purchasing

- a. Discussion and possible action to ratify the payment of a membership for a non-profit state association as required by Local Government Code Section §89.002 for the County Court at Law #1 in the amount of Seventy Five (\$75) Dollars to the Texas Association of Court Administrators regarding the annual membership dues. This annual membership fee will be added to the membership master list. **[Requested by Judge Hugo Martinez, County Court At Law #1 Account #1001-2060-001-464010,(Dues and Memberships)]**

Issue: Local Government Code Section §89.002 requires that the Commissioners Court may spend, in the name of the county, money from the county's general fund for membership fees and dues of a nonprofit state association of counties if:

- (1) a majority of the court votes to approve membership in the association;
- (2) the association exists for the betterment of county government and the benefit of all county officials;
- (3) the association is not affiliated with a labor organization;
- (4) neither the association nor an employee of the association directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except that this subdivision does not prevent a person from providing information for a member of the legislature or appearing before a legislative committee at the request of the committee or the member of the legislature; and
- (5) neither the association nor an employee of the association directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Solution: Obtain court approval as required.

Result: Invoices for associations approved by the Court will be processed for payment.

- b.** Discussion and possible action to authorize the Purchasing Agent to process surplus and/or salvage property in accordance with the Texas Local Government Code, Section 263.152 (Disposition) and to publish notice to public as per Local Government Code Section 263.153 (Notice) for surplus and/or salvage property being auctioned.

Issue: Excess County property that either is salvage property because of time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose it was originally intended for and/or surplus property that that is no longer needed by the department and may have some usefulness for the purpose it was intended and would be transferred for use by another County department or auctioned online to the general public.

Solution: Attempt to sell the County surplus or salvage property by competitive bids or auction, dispose or destroy property that cannot be sold through auction and/or competitive bids because it has deemed worthless or dispose through and/or competitive bids because it has deemed worthless or dispose through a recycling program under which property is collected, separated, or processed and returned to use in the form of raw materials of new products.

Result: Generate revenue from sale of property, reduce County expenditures by transferring surplus property to other departments and make room for future assets turned in by County departments. Excess County property that either is salvage property because of time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose it was originally intended for and/or

surplus property that may have some usefulness for the purpose it was intended. The Purchasing agent will attempt to sell the County surplus or salvage property by competitive bids or auction, dispose or destroy property that can't be sold through auction and/or competitive bids because its deemed worthless or dispose through a recycling program under which property is collected, separated, or processed and returned to use in the form of raw materials of new products.

c. Discussion and possible action to award the following Annual Contracts:

Bid 2020-04 Annual Contract for Flexible Base – Emperor Services, Lomas Materials LLC, Martin Marietta, Torrecillas Ranch

Bid 2020-06 Annual Contract for Janitorial Supplies – Executive Office Supply, Ferguson Facilities Supply, Global Industrial, Gulf Coast Paper Co., Hillyard Texas, Interboro Packaging, NCH Corp., Patria Office Supply, Pyramid School Supply, TexChem Corporation

Bid 2020-13 Annual Contract for Processed Foods – Ben E. Keith, Labatt Food Service

Bid 2020-14 Annual Contract for Produce – Westside Produce, Ben E. Keith

Issue: The Annual Contracts listed above expired 09/30/2019.

Solution: The Purchasing Agent solicited for new contracts.

Result: Annual Contracts will provide stable, lowest available and cost efficient prices from responsible bidders for Webb County.

d. Discussion and possible action to award the following Request for Qualifications:

RFQ 2019-011 3 Year Contract for a Medical Doctor - Arturo Garza-Gongora, Laredo Examiners Inc.

RFQ 2019-012 3 Year Contract for a Dentist - Rolando Salazar DDS

RFQ 2019-017 3 Year Contract for an Optometrist - Flores Eye Care Clinic

RFQ 2019-018 3 Year Contract for Counseling Services - Brandi Velasco LMFT, PILLAR

RFQ 2019-019 3 Year Contract for a Registered Dietitian - Ana Maria Pena

RFQ 2019-020 3 Year Contract for Mental Health Care - PILLAR, Rollins York & Associates

For professional services to the Webb County Head Start, Youth Village, and Jail Inmate programs and to further authorize the Civil/Legal Department to negotiate the terms and conditions of agreements and all necessary fees.

Issue: The above mentioned contracts are set to expire on September 30, 2019.

Solution: The Purchasing Agent solicited for new contracts.

Result: Award the RFQs and avoid interruption to services required by County departments.

- e. Discussion with possible action to accept the ranking and award RFP 2019-009 “Substance Abuse Aftercare Treatment Services” to the highest ranking firm Yuri Avalos; and to further authorize the Civil/Legal Department to negotiate the terms and conditions of the professional services agreement; and any other matters incident thereto. **[Account #2775-4020-001-432091 (Therapy for Substance Abuse)]**

Company Name	Ranking
Yuri Avalos	1
PILLAR	2
Rollins, York & Associates	3

Issue: The current contract expired 8/31/2019.

Solution: Award RFP to highest ranking firm as recommended by the evaluation committee.

Result: Compliance of State Grant requirements.

20. Honorable Martin Cuellar, Sheriff

- a. Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-3010-001-456005	Postage & Courier	\$8,000	\$3,000	\$4,171.96	\$1,171.96
	1001-3010-001-464005	Books & Subscriptions	\$7,000	\$2,931	\$2,931	\$0.00
	1001-3050-001-456205	Training Education	\$2,000	\$2,000	\$2,000	\$0.00
	1001-4070-001-443000-110	Repair Maint. Software	\$15,000	\$2,092	2,292	\$200
	1001-4070-001-456205	Training & Education	\$10,000	\$3,000	\$6,020.33	\$3,020.33
	1001-3010-001-456205	Training & Education	\$40,000	\$4,430	\$4,430.36	\$0.36
				\$21,453		
To:	1001-3010-001-443000-075	Repair Maint. Vehicles	\$210,000	\$4,192	\$469.41	\$4,661.41
	1001-4070-001-441505	Trash Pickup	\$9,000	\$5,400	\$675	\$6,075
	1001-4090-001-461000	Materials & Supplies	\$115,000	\$2,500	\$1,698.91	\$4,198.91
	1001-4070-001-443000-020	Repair Maint Build	\$50,000	\$7,861	\$971.64	\$8,832.64

	1001-4070-001-443000-035	Repair Maint. Equip.	\$45,000	\$1,500	\$0.35	\$1,500.35
				\$21,453		

Issue: Trash Pickup account has pending invoices to be paid. Add money to accounts for final request. Padding repairs for cell at Jail.

Solution: Invoices will be paid. Requisitions can be entered.

Result: Vendors will get paid. Padding can be repaired. PO's can be issued.

21. Water Utilities

- a. Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the Water Utilities fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	7200-7050-001-456305	Uniforms	\$13,023	\$2,000	\$2,743.00	\$743.00
	7200-7050-001-443000	Repair & Maint. Equip.	\$52,100	\$15,000	\$28,473.00	\$13,473.00
	7200-7050-001-456205	Training & Education	\$25,000	\$8,000	\$8,489.00	\$1,489.00
	7200-7050-001-461000	Materials & Supplies	\$32,000	\$10,000	\$17,573.00	\$7,573.00
	7200-7080-001-443000-055	Repair & Sewer lines	\$13,500	\$10,000	\$10,665.00	\$665.00
	7200-7080-001-443000-105	Repair & Maint. Water Lines	\$4,250	\$3,000	\$3,975.00	\$975.00
	7200-7080-001-456205	Training & Education	\$4,500	\$2,000	\$2,053.00	\$53.00
	7200-7080-001-432001-085	Professional Services & Lab Testing	\$15,800	\$4,000	\$5,597.00	\$1,597.00
				\$54,000		
To:	7200-7050-001-441205	Utilities	\$112,200	\$35,000	\$3,564.00	\$38,564.00
	7200-7080-001-441205	Utilities	\$71,500	\$19,000	\$744.23	\$19,744.23
				\$54,000		

Issue: We were notified by the Business Office of outstanding invoices from Prior FY 2017-2018 budget of equaling to approximately \$50,000 combined from all three Utility Funds (7050,7060, and 7080). These invoices were then paid with current Budget FY2018-2019 funds creating a significant funding deficiency to cover to end of year.

Solution: Transfer Funds from remaining positive account balances.

Result: Continue electrical service for Water Utilities.

REGULAR AGENDA

Purchasing

22. Discussion and possible action to approve upgrades to the intercom system for the Webb County Youth Village Detention Center in an amount not to exceed \$355,447.00 from Johnson Controls to include new IP intercom stations, network switches, backup UPS, installation of all equipment, conduit and cabling with new CAT 6e wiring, project management and customer training in accordance with the Texas Local Government Code; Section 271.102 Cooperative Purchasing Program Participation, Source-well Contract No. 031517 SGL. **[Account #1001-2450-001-470000; Capital Outlay Account]**

Issue: Commissioners Court approved the appropriation of funds for the purpose of upgrading the existing intercom system at the Youth Village Detention Center.

Solution: Authorize the proposal submitted by Johnson Control under the Source-well contract.

Result: Finalize the Intercom System upgrades for the Youth Village Detention Center.

23. Discussion and possible action to approve Change Order No. 2 in the amount of Five Thousand Nine Hundred Dollars (\$5,900.00) to Davila Construction, Inc. to remove, relocate and install existing playground equipment for La Presa Community Park Project. The change order will increase the current contract sum from \$118,170.00 to \$124,070.00 and to further authorize the County Judge to sign all relevant documents and any other matters incident thereto. **[2010 Bond Series Account; 3045-6310-001-474501 (Construction in Progress)]**

Issue: The projected splash pad project for the Rio Bravo Community Center will require park space and relocating the existing playground equipment to La Presa Community Park project which in turn will be beneficial to both projects.

Solution: Approve change order number 2 to relocate county owned playground equipment to La Presa Community Park.

Result: The additional playground equipment will enhance the quality of life for Webb County residents and will also provide the required space for the future splash pad projects at Rio Bravo Community Center property.

24. Discussion and possible action to approve the lease of twenty-one (21) new vehicles to replace those leased vehicles which are expiring between September 30, 2019 through December 31, 2019 with Enterprise Fleet Management Solutions and further instructing the Purchasing Agent to exchange, remove and/or add new lease vehicles to the current lease program and authorizing the County Judge to sign all relevant documents and any other matters incident thereto. **[Multiple Operating**

Lease Accounts]

Issue: Out of the 125-leased vehicles, 21 expire between September 30th through December 31st of 2019. Some of the departments currently utilizing these leased units include Building Maintenance, Water Utilities, several community centers, and other departments such as planning and public defender.

Solution: Authorize the Purchasing Agent to order the renewals of all units expiring; discontinue the leasing of units after term expires, or a combination of both options to include the twenty-two recommended flips to secure better monthly rates.

Result: Replacing all units expiring will provide departments with newer units that will operate more efficiently and will decrease any required vehicle maintenance due to age and mileage of vehicle.

25. Discussion and possible action to authorize the Purchasing Agent to securing pricing from Enterprise Fleet Management and order lease vehicles to replace County units exceeding 90,000 miles as directed by Commissioners Court and in accordance with the Texas Local Government Code; Section 271.102 Cooperative Purchasing Program Participation, Source-Well Contract No. 060618. **[Multiple Operating Lease Accounts]**

Issue: Commissioners Court requested to review all County units exceeding 90,000 miles.

Solution: Review all units meeting the mileage criteria and instruct the Purchasing Agent to secure pricing for the selected units authorized for replacement through the existing leasing program with Enterprise Fleet Management.

Result: Replace the number of authorized units exceeding 90,000 miles as directed by Commissioners Court.

Risk Management

26. Status report and update from Webb County Risk Management Department regarding the county's Employee Health Insurance (to include Third Party Administrative Services) with further discussion and possible action to finalize and approve a one-year extension with Aetna, the county's current health insurance provider, effective January 1, 2020; and any other matters incident thereto, and authorizing the County Judge to sign all relevant documents.

Honorable Margie Ibarra, County Clerk

OPEN PUBLIC HEARING

27. Public hearing to consider and discuss the Archival Plan for Fiscal Year 2019-2020 for funding of the automation project and records management and preservation services performed by the Webb County Clerk. This plan includes a Records Archive Fee of \$10.00 pursuant to Texas Local Government Code Section 118.025, effective September 1, 2019. **[Account #2003-2310]**

CLOSE PUBLIC HEARING

28. Discussion and possible action to approve the Archival Plan for Fiscal Year 2019-2020 for funding of the automation project and records management and preservation services performed by the Webb County Clerk. This plan includes a Records Archive Fee of \$10.00 pursuant to Texas Local Government Code Section 118.025, effective September 1, 2019. **[Account #2003-2310]**

Honorable Esther Degollado, District Clerk

OPEN PUBLIC HEARING

29. Public hearing pursuant to Texas Government Code 51.305 to consider and discuss and plan for the preservation and restoration of the District Court records archive pursuant to Texas Government Code Chapter 51, Subchapter D. The plan includes a provision to impose a Records Archive Fee \$10.00 to preserve and restore district court records, effective September 1, 2019.

CLOSE PUBLIC HEARING

30. Discussion and possible action to approve the Preservation and Restoration Records Archive Plan for the District Clerk of Webb County, including the imposition of a \$10.00 fee for documents filed with the District Clerk, effective September 1, 2019, and any other matters incident thereto.

Honorable Rudy Rodriguez, Constable Pct. 1

31. Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within Grant funds:

	Acct. Number	Acct. Name	Request	Current	End Bal.
From:	1001-1130-001-431007-005	Payroll Reserve	\$40		
To:	2660-3150-001-413000	Overtime	\$40	\$(-16)	\$24

Issue: The above line items have deficits due to unforeseen calculations by the grant.

Solution: Transfer of funds.

Result: Balanced accounts.

Honorable Jesse Gonzalez, Webb County Commissioner Pct. 1

32. Discussion and possible action to appoint Jose L. Gutierrez to the Community Action Agency Advisory Board as representative for Webb County Commissioner Precinct 1.

Closed Session/Executive Session

33. Discussion and possible action to discuss settlement request/demand letter sent by Attorney for Bronze Ventures, LLC. d/b/a Bronze Builders, regarding construction work performed on three (3) Webb County Community Action Agency (C.A.A.) housing rehabilitation and reconstruction projects; and authorizing the Webb County Judge to sign any relevant documents and any other matters incident thereto.
[Executive Session is requested pursuant to the Texas Government Code, Title 5, Subchapter D, Section 551.071 (1) (A) & (B) Consultation with attorney regarding contemplated litigation and/or settlement offer]

Presentations

34. **Communications**
35. **Adjourn**

The Webb County Commissioners Court hereby reserves the right to go into closed session at any time during this public meeting, if such is requested by the County Attorney or other legal counsel for the County, pursuant to his or her duty under Section 551.071(2) of the Government Code, to consult privately with his or her client on an item on the agenda, or on a matter arising out of such item.



DISABILITY ACCESS STATEMENT



Persons with disabilities who plan to attend this meeting and who may need auxiliary aid of service such as interpreters for persons who are deaf or hearing impaired, readers, or need large print are requested to contact the court administrator at (956) 523-4622.

DATED THIS ____ DAY OF SEPTEMBER, 2019

By: _____
Melinda Mata
Court Administrator

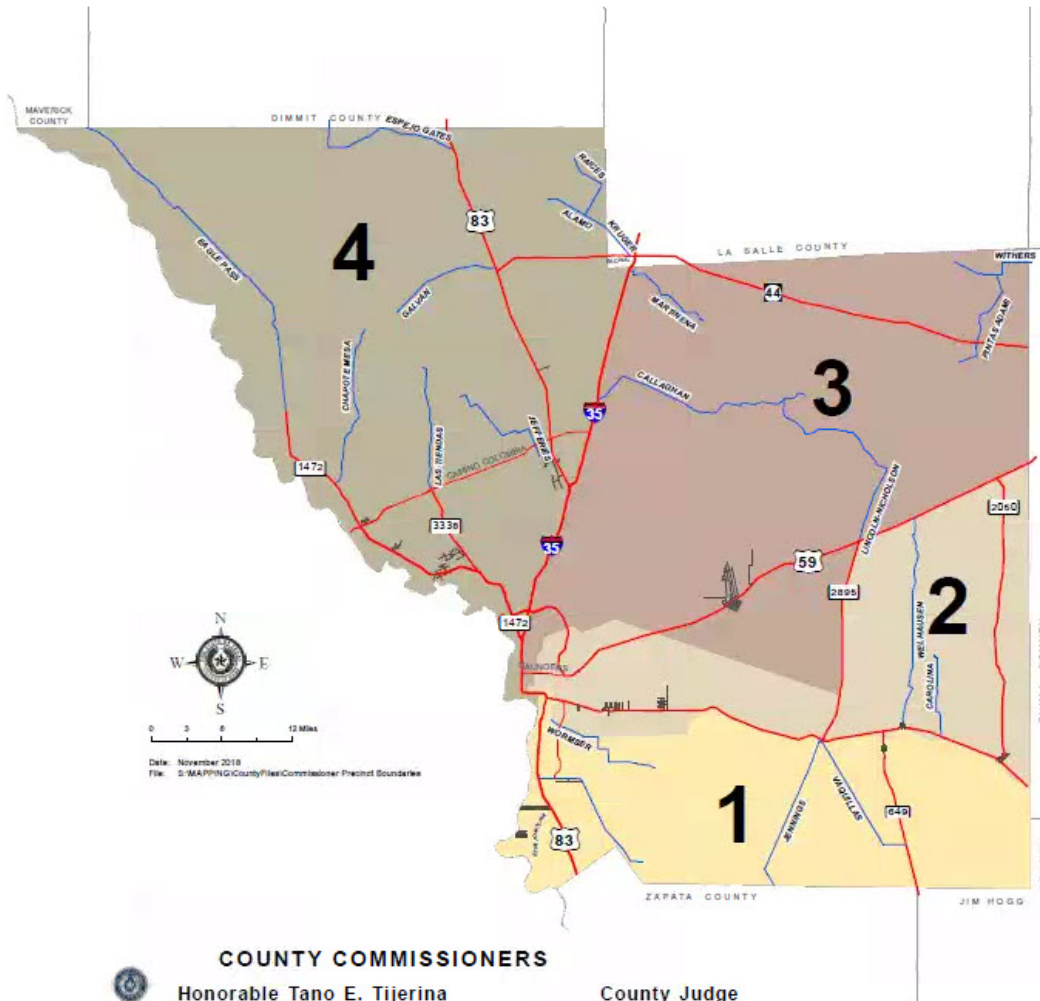
CERTIFICATION OF NOTICE AND POSTING

I, the undersigned, County Clerk, do hereby certify that the above notice of meeting of the Webb County Commissioners Court, is a true and correct copy of said notice, and that I posted a true and correct copy of said notice on the bulletin board at the Courthouse door of Webb County, Texas, at a place readily accessible to the general public at all times on the ____ day of September, 2019 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

DATED THIS ____ DAY OF SEPTEMBER, 2019

MARGIE RAMIREZ IBARRA, COUNTY CLERK, WEBB COUNTY, TEXAS

BY: _____
Margie Ramirez-Ibarra, County Clerk



COUNTY COMMISSIONERS

	Honorable Tano E. Tijerina	County Judge
	Commissioner Jesse Gonzalez	Precinct 1
	Commissioner Rosaura "Wawi" Tijerina	Precinct 2
	Commissioner John C. Galo	Precinct 3
	Commissioner Cindy Liendo	Precinct 4

Webb County, Texas Commissioner Precinct Boundaries

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Minerva Villarreal

Prepared by: Minerva Villarreal

Department: 341st District Court

Subject:

Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2030-001-456005	Postage & Courier Service	\$1,645	\$744.96	\$1,004.96	\$260.00
	1001-2030-001-464005	Books & Subscriptions	\$850	\$200.00	\$200.00	\$0
To:	1001-2030-001-443000-035	Repairs & Maintenance	\$4,250	\$944.96	\$2.00	\$946.96

Issue: Accounts need funds to pay current and future invoices to end the year.

Solution: Transfer of funds will pay end of the year invoices.

Result: Current and future invoices will be paid.

Fiscal Impact

Budget Account Number: 1001

Funding Source: 2030

Balance: 0

Financial Impact:
no financial impact

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Olga Sciaraffa

Prepared by: Olga Sciaraffa

Department: County Attorney

Subject:

Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within Federal Forfeiture Funds.

[Requested by County Attorney]

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	2172-2270-001-470000	Capital Outlay	\$120,000	\$6,000	\$120,000	\$114,000
To:	2172-2270-001-460140	Fire arms and Ammunition	\$0	\$6,000	\$0	\$6,000

Issue: Line item transfer is needed to cover future expenditures and to avoid deficit on account.

Solution: Transfer of funds are needed from another account.

Result: Funds will be available for official use to meet needs of the office.

Fiscal Impact

Budget Account Number: na

Funding Source: na

Balance: na

Financial Impact:

na

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Isidro Alaniz

Prepared by: David Sanchez

Department: District Attorney

Subject:

Discussion and possible action to ratify, by Order, the following budget amendment (line item transfer) within Grant funds. **[Requested by Isidro "Chilo" Alaniz, District Attorney]**

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	2739-2260-001-410000	Payroll Cost	\$384,775	\$5,200	\$27,911	\$22,711
To:	2739-2260-001-421000	Health & Life Insurance	\$35,093	\$5,000	\$-\$3,007	\$1,993
To:	2739-2260-001-426000	Worker Compensation	\$1,584	\$200	\$-\$61	\$139
				\$5,200		

Issue: Additional funds are needed in the Health Insurance and Worker Compensation accounts to cover the deficit.

Solution: Create a line item transfer.

Result: The line item transfer will eliminate the deficit.

Fiscal Impact

Budget Account Number: 2739

Funding Source: 2260

Balance: n/a

Financial Impact:

There is no impact to the General Fund.

Attachments

BPU BA



**WEBB COUNTY
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

INSTRUCTIONS:

ALL budget appropriation transfer and supplemental budget requests for grants and forfeitures require Auditor's Office pre-approval for court agenda. Please submit the signed form to the Auditor's Office for review along with copy of grant award, terms of award, proof of receipt of additional revenue and/or other backup to support this request for our review. Should pre-approval be granted, the Department will be notified and Auditor's Office will upload the signed form as part of the proposed agenda item. Agenda items will be between Auditor's Office sponsored by the Department requesting the budget amendment.

Requesting Department : Webb County District Attorney

Date of Request: 08/28/2019

Request Type (check one):



Departmental Line Item Transfer
(Check if transfer within existing budget)



Supplemental Budget
(Check if new unbudgeted revenue / expenditure)

Transfer From / Supplemental Revenue:

Account Number	Account Name	Amount
2739-2260-001-410000	Payroll Cost	\$5,200.00
TOTAL		\$5,200.00

Transfer To / Supplemental Expenditure Accounts:

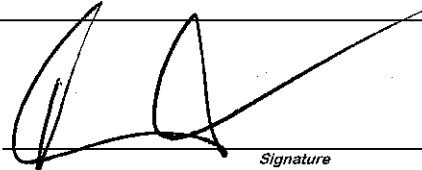
Account Number	Account Name	Amount
2739-2260-001-421000	Health Life Insurance	\$5,000.00
2739-2260-001-426000	Worker Compensation	\$200.00
TOTAL		\$5,200.00

Justification for Request:

Line item transfer within grant funds to cover estimated expenses up to August 31, 2019 (End of grant year).

Approved by Department Signing Authority:
David Sanchez - Chief Financial Officer

Print Name/Title



Signature

FOR AUDITOR'S USE ONLY	
Recommended by County Auditor's Office: _____	Date: _____

FOR BUDGET OFFICE USE ONLY	
Commissioners Court Approval Date: _____	Agenda Item: _____
Date Entered by Budget Office: _____	Initials: _____

Commissioners Court Meeting

Meeting Date: 09/09/2019

Budget Amendment - Forfeiture Fund

Submitted for: Isidro Alaniz, District Attorney **Submitted By:** David Sanchez

Department: District Attorney

Subject:

Discussion and possible action to approve, by order, a budget amendment of \$39,000 to the District Attorney Federal Forfeiture Fund from new proceeds received from the U.S. Department of Justice Equitable Share Program. **[Requested by Isidro "Chilo" Alaniz, District Attorney; Fund #2162 (DOJ - Federal Forfeiture)]**

	Account Name	Account Number	Amount
From:	Fund Balance Unreserved Undesignated	2162-259700	\$39,000
To:	Overtime	2162-2260-001-413000	\$30,567
	FICA County Share	2162-2260-001-422000	\$2,312
	Retirement County Share	2162-2260-001-423000	\$3,627
	Unemployment Tax	2162-2260-001-425000	\$1,587
	Worker Compensation	2162-2260-001-426000	\$907

Issue: New equitable shared funds have been awarded to the District Attorney's Office and may be spent after a budget for the expenditure of the proceeds has been submitted to the Governing Body. The budget must be detailed and clearly define the categories of expenditures.

Solution: Submit a budget to the Governing Body that clearly defines the categories of expenditures to be incurred with the new proceeds.

Result: The District Attorney's Office will add the new proceeds to its current budget to be utilized for law enforcement purposes in accordance with the Department of Justice Equitable Sharing Guidelines.

Background:

The District Attorney's Office participates in the Equitable Shared Program run by the U.S. Department of Justice. Funds have been received by the District Attorney's Office and are available for appropriation. The Department of Justice Equitable Shared funds are mainly a result of asset seizures with the collaboration between different law enforcement agencies and the Webb County DA by sharing Intel and conducting law enforcement operations in South Texas.

Previous Court Action:

N/A

Fiscal Impact

Budget Account Number: 2162

Funding Source: 2260

Balance: N/A

Financial Impact:

There is no financial impact to the General Fund.

Attachments

Budget Amendment - Forfeiture Fund



**WEBB COUNTY
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

INSTRUCTIONS:

ALL budget appropriation transfer and supplemental budget requests for grants and forfeitures require Auditor's Office pre-approval for court agenda. Please submit the signed form to the Auditor's Office for review along with copy of grant award, terms of award, proof of receipt of additional revenue and/or other backup to support this request for our review. Should pre-approval be granted, the Department will be notified and Auditor's Office will upload the signed form as part of the proposed agenda item. Agenda items will be between Auditor's Office sponsored by the Department requesting the budget amendment.

Requesting Department : Webb County District Attorney

Date of Request: 08/29/2019

Request Type (check one):

Departmental Line Item Transfer
(Check if transfer within existing budget)

Supplemental Budget
(Check if new unbudgeted revenue / expenditure)

Transfer From / Supplemental Revenue:

Account Number	Account Name	Amount
2162-259700	Fund Balance Unreserved Undesignated	\$39,000.00
TOTAL		\$39,000.00

Transfer To / Supplemental Expenditure Accounts:

Account Number	Account Name	Amount
2162-2260-001-413000	Overtime	\$30,567.00
2162-2260-001-422000	FICA County Share	\$2,312.00
2162-2260-001-423000	Retirement County Share	\$3,627.00
2162-2260-001-425000	Unemployment Tax	\$1,587.00
2162-2260-001-426000	Worker Compensation	\$907.00
TOTAL		\$39,000.00

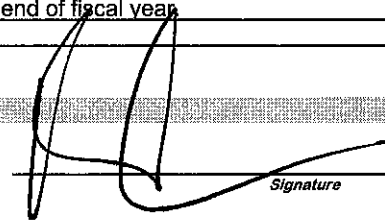
Justification for Request:

Budget Amendment needed to cover projected expenditures toward end of fiscal year

Approved by Department Signing Authority:

David Sanchez - Chief Financial Officer

Print Name/Title



Signature

FOR AUDITOR'S USE ONLY

Recommended by County
Auditor's Office: _____

Date: _____

FOR BUDGET OFFICE USE ONLY

Commissioners Court Approval Date: _____

Agenda
Item : _____

Date Entered by Budget Office: _____

Initials: _____

Commissioners Court Meeting

Meeting Date: 09/09/2019

Budget Amendment - Forfeiture Fund

Submitted for: Isidro Alaniz, District Attorney **Submitted By:** David Sanchez

Department: District Attorney

Subject:

Discussion and possible action to approve, by Order, a budget amendment to the District Attorney State forfeiture fund by increasing the expenditure budget by \$10,270; said amount is available from seized funds pursuant to Chapter 59 of the Texas Code of Criminal Procedure. **[Requested by Isidro "Chilo" Alaniz, District Attorney; Fund #2160-2260]**

	Account Name	Account Number	Amount
From:	Fund Balance Unreserved Undesignated	2160-259700	\$10,270
To:	Payroll Cost	2160-2260-001-410000	\$1,500
	Part Time	2160-2260-001-412000	\$2,800
	FICA County Share	2160-2260-001-422000	\$2,426
	Retirement County Share	2160-2260-001-423000	\$3,134
	Unemployment Tax	2160-2260-001-425000	\$200
	Worker Compensation	2160-2260-001-426000	\$210

Issue: New proceeds under Chapter 59 of the Texas Code of Criminal Procedure have been awarded and may be spent by the attorney representing the State after a budget for the expenditure of the proceeds has been submitted to the Governing Body.

Solution: Submit a budget to the Governing Body that clearly list and defines the categories of expenditures.

Result: The attorney representing the State can utilize the new proceeds for the official use of his Office.

Background:

New proceeds in the amount of \$10,270 have been awarded to the District Attorney's Office pursuant to Chapter 59 of the Texas Code of Criminal Procedure. The Attorney Representing the State will utilize the new proceeds for official use of his office.

Previous Court Action:

N/A

Fiscal Impact

Budget Account Number: 2160

Funding Source: 2260

Balance: N/A

Financial Impact:

There is no financial impact to the General Fund.

Attachments

Budget Amendment - Forfeiture Fund



**WEBB COUNTY
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

INSTRUCTIONS:

ALL budget appropriation transfer and supplemental budget requests for grants and forfeitures require Auditor's Office pre-approval for court agenda. Please submit the signed form to the Auditor's Office for review along with copy of grant award, terms of award, proof of receipt of additional revenue and/or other backup to support this request for our review. Should pre-approval be granted, the Department will be notified and Auditor's Office will upload the signed form as part of the proposed agenda item. Agenda items will be between Auditor's Office sponsored by the Department requesting the budget amendment.

Requesting Department : Webb County District Attorney

Date of Request: 08/29/2019

Request Type (check one):

Departmental Line Item Transfer
(Check if transfer within existing budget)

Supplemental Budget
(Check if new unbudgeted revenue / expenditure)

Transfer From / Supplemental Revenue:

Account Number	Account Name	Amount
2160-259700	Fund Balance Unreserved Undesignated	\$10,270.00
TOTAL		\$10,270.00

Transfer To / Supplemental Expenditure Accounts:

Account Number	Account Name	Amount
2160-2260-001-410000	Payroll Cost	\$1,500.00
2160-2260-001-412000	Part Time	\$2,800.00
2160-2260-001-422000	FICA County Share	\$2,426.00
2160-2260-001-423000	Retirement County Share	\$3,134.00
2160-2260-001-425000	Unemployment Tax	\$200.00
2160-2260-001-426000	Worker Compensation	\$210.00
TOTAL		\$10,270.00

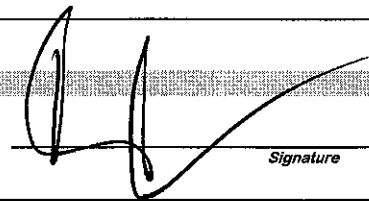
Justification for Request:

Budget Amendment needed to cover projected personnel expenditures toward end of fiscal year.

Approved by Department Signing Authority:

David Sanchez - Chief Financial Officer

Print Name/Title



Signature

FOR AUDITOR'S USE ONLY

Recommended by County Auditor's Office: _____

Date: _____

FOR BUDGET OFFICE USE ONLY

Commissioners Court Approval Date: _____

Agenda Item: _____

Date Entered by Budget Office: _____

Initials: _____

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Christina Moncivais

Prepared by: Christina
Moncivais

Department: Sheriff

Subject:

Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within Forfeiture funds. **[Requested by Martin Cuellar, Sheriff]**

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	2151-259700	Fund Balance	\$n/a	\$67,915.00	\$n/a	\$67,915.00
To:	2151-3010-001-470000	Capital Outlay	\$0.00	\$67,915.00	\$0.00	\$67,915.00

Issue: Transfer of funds is needed to cover new Law Enforcement Vehicle.

Solution: Monies will be available to purchase new vehicle.

Result: Purchase order can be issued.

Fiscal Impact

Budget Account Number: n/a

Funding Source: n/a

Balance: n/a

Financial Impact:

n/a

Attachments

Budget Appropriation



**WEBB COUNTY
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

INSTRUCTIONS:

ALL budget appropriation transfer and supplemental budget requests for grants and forfeitures require Auditor's Office pre-approval for court agenda. Please submit the signed form to the Auditor's Office for review along with copy of grant award, terms of award, proof of receipt of additional revenue and/or other backup to support this request for our review. Should pre-approval be granted, the Department will be notified and Auditor's Office will upload the signed form as part of the proposed agenda item. Agenda items will be between Auditor's Office sponsored by the Department requesting the budget amendment.

Requesting Department : SHERIFF'S DEPARTMENT Date of Request: _____

Request Type (check one):

Departmental Line Item Transfer
(Check if transfer within existing budget)

Supplemental Budget
(Check if new unbudgeted revenue / expenditure)

Transfer From / Supplemental Revenue:

Account Number	Account Name	Amount
2151-259700	FUND BALANCE	\$67,915.00
TOTAL		\$67,915.00

25. 0/28/19

Transfer To / Supplemental Expenditure Accounts:

Account Number	Account Name	Amount
2151-3010-001-470000	CAPITAL OUTLAY	\$67,915.00
TOTAL		\$67,915.00

Justification for Request:

Purchase new tahoe _____

Approved by Department Signing Authority

Martin Cue/AASB
Print Name/Title

M. Cue
Signature

FOR AUDITOR'S USE ONLY	
Recommended by County Auditor's Office: <u>CEC</u>	Date: <u>8/28/19</u>

FOR BUDGET OFFICE USE ONLY	
Commissioners Court Approval Date: _____	Agenda Item : _____
Date Entered by Budget Office: _____	Initials: _____

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Vanessa Galvan

Prepared by: Vanessa Galvan

Department: Building Maintenance

Subject:

Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-1100-001-460028	Janitorial Supply	\$38,300	\$5,079.34	\$7,663.68	\$2,584.34
To:	1001-1100-001-460105	Minor Tools & apparatus	\$15,300	\$5,079.34	\$1,853.95	\$6,933.29

Issue: Not enough funds to cover the cost of the equipment needed.

Solution: Transfer funding from other accounts to pay for the equipment that is needed.

Result: Monies transferred to account that is short in funding to cover the cost of the equipment needed.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Vanessa Galvan

Prepared by: Vanessa Galvan

Department: Building Maintenance

Subject:

Discussion and possible action to ratify the following budget amendment (line item transfer) within the Parks & Grounds Funds:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-6050-001-470000	Capital Outlay	\$75,000	\$6,000	\$69,000.00	\$27,500.00
To:	1001-6050-001-460105	Minor Tools & Apparatus	\$10,250	\$6,000	\$779.82	\$6,779.82

Issue: Purchase of a ST37X trencher will expedite landscaping jobs as needed for instance the digging system and installation of drainage pipe lines and other trenching tasks throughout Webb County.

Solution: The approval and acceptance of this ST37X trencher will allow Parks and Grounds to expedite landscaping projects for Webb County.

Result: The purchase of the ST37X trencher will help reduce the hours our workers spend on digging.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Elizabeth Ortiz

Prepared by: Elizabeth Ortiz

Department: County Judge

Subject:

Discussion and possible action to ratify the following budget amendment (line item transfers) within the Golf Course Fund 7100:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	7100-6100-001-461000	Materials & Supplies (Range)	\$11,641	\$2,510.05	\$4,748	\$3,248
To:	7100-6120-001-463005-020	Groceries Restaurant Supplies	\$8,467	\$1,500	\$628.86	\$2,128.86
	7100-6080-001-460105	Minor Tools & Apparatus	\$3,821.48	\$1,000	\$232.02	\$1,232.02
	7100-6080-001-456305	Uniforms	\$500	\$10.05	\$15.50	\$25.55
				\$2,510.05		

Issue: Funding is needed in Groceries Restaurant Supplies to finish up the fiscal year. In need of a pallet jack and box blade in Maintenance. Minor deficiency in Uniforms account. All of the above can be funded with a surplus in the Range Materials & Supplies account.

Solution: Transfer as requested above.

Result: There will be sufficient funds in all budget line items to pay requested items.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Budget Account Number:

Funding Source:

Balance:

Financial Impact:

Budget Account Number:

Funding Source:

Balance:

Financial Impact:

Commissioners Court Meeting

Meeting Date: 09/09/2019

Professional Services Agreement

Submitted for: Ramon Villafranca

Submitted By: Ramon
Villafranca

Department: Civil Legal Division

Subject:

Discussion and possible action to enter into a twelve (36) month (September 1, 2019 through August 31, 2022) Professional Services Agreement between Dr. Amando Garza and Webb County for the Head Start/Early Head Start Program for medical health services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule included within the agreement and authorizing the County Judge to sign and execute all relevant documents [**Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083 (Medical-Dental)**]

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: See Below

Funding Source: N/A

Balance: N/A

Financial Impact:

Account# **2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083**

Attachments

Professional Services Contract

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
DR. AMANDO GARZA, M.D.**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas, for the Webb County Head Start/Early Head Start Program (hereinafter referred to as "**Webb County**") and **Dr. Amando Garza, M.D.** (hereinafter referred to as "**Service Provider**").

RECITALS

WHEREAS, Webb County, Texas desires to secure professional services in the form of medical health services for the Webb County's Head Start/Early Head Start population; and

WHEREAS, Service Provider will provide medical health services as a Service Provider for Webb County Head Start/Early Head Start population; and

WHEREAS, Service Provider represents to Webb County that it is capable of providing medical health services and as described in this Agreement.

NOW, THEREFORE, Webb County does hereby retain the services of the Service Provider, and the Service Provider agrees to render his services as follows:

TERM

1. This agreement shall be in for a period of thirty-six (36) months beginning September 1, 2019 and ending August 31, 2022.

DESCRIPTION OF SERVICES

2. Service Provider shall provide the following services:
 - a. Thorough physical examinations/assessments for all children and hearing/vision tests for children who are Medicaid recipients;
 - b. Examinations of all systems or regions which are made suspect by medical history or screening tests;
 - c. Examine blood pressure;
 - d. Search for certain defects in specific regions common or important in the particular age group including but not limited to skin, eye/strabismus screening, ear, nose, throat, heart, lungs, and groin inguinal area;

- e. Service Provider will contact Head Start/Early Head Start Health Services staff to arrange all follow-ups required and or ordered by Service Provider including setting up appointments for treatment, contacting and informing parents/legal guardians regarding health services being provided, advising visits to family doctors, and other related information.
- f. Service Provider will utilize Head Start/Early Head Start forms for documentation purposes of services rendered to the child/children;
- g. Service Provider will contact Head Start/Early Head Start staff as needed to assure that all services are provided in a coordinated manner as deemed best by him;
- h. Services will be provided at a site agreed to by Service Provider; and
- i. The cost for certain services, excluding costs for children who are Medicaid recipients, shall be as follows:

	Regular Fee	Head Start Fee	In-Kind
i. Routine Physical Examination	\$185.00	\$30.00	\$155.00
ii. Medical Follow Up - 1st Visit	\$175.00	\$40.00	\$135.00
iii. Medical Follow Up - 2nd Visit	\$125.00	\$25.00	\$100.00
iv. Blood exams	\$ 40.00	\$20.00	\$ 20.00
v. Hearing exam	\$ 35.00	\$20.00	\$ 15.00
vi. Lead exam	\$ 40.00	\$20.00	\$ 20.00

Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start/Early Head Start Program for Medicaid eligible costs.

COUNTY OBLIGATIONS

- 3. Webb County, by and through Head Start/Early Head Start staff, will be responsible for:
 - a. Making all schedules for services to be provided by the Service Provider;
 - b. Coordinating visits to Service Provider;
 - c. Arranging transportation for the children;
 - d. Coordinating and carrying out instructions for follow-up services as ordered by Service Provider;

- e. Counsel with parents/legal guardians as instructed by the Service Provider; and
- f. Head Start/Early Head Start staff will visit Service Provider's office to obtain all documentation regarding services to the children as agreed and "In-Kind" documentation and other data as agreed for Head Start/Early Head Start programmatic purposes.

PAYMENT

- 4. Head Start/Early Head Start staff contact person will present to Service Provider a purchase order voucher for services to be rendered. Service Provider will mail or otherwise present an invoice requesting payment at the end of the month. The invoice will contain information regarding names of children served or provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:

Webb County
Head Start Program
c/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

Invoices may also be delivered to 5904 West Drive Unit 6. Payment requests will be processed immediately and are subject to Section 2251.021 of the Texas Government Code "Time for Payment by Governmental Entity."

The difference between Service Provider's normal and customary charges and the reduced cost of services as set forth above are donated as "In services to the Head Start/Early Head Start Program. The value of this will be documented on forms provided by Head Start/Early Head Start Program staff and submitted to the Head Start/Early Head Start Program on a monthly basis.

Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start/Early Head Start Program for Medicaid eligible costs.

DEVOTION OF TIME

- 5. Service provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. Should Webb County require additional services not included in this Agreement, any amendment to this Agreement stating the exact scope of services and cost of all additional services shall be submitted for Webb County's approval. No additional services shall be provided or billed for without the prior written approval of Webb County.

CONFIDENTIALITY

6. Any reports, information, data or studies given to or assembled by Service Provider under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County, unless otherwise required by law.

INDEPENDENT CONTRACTOR

7. It is the intention of the parties that under this agreement the Service Provider is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

In order to protect the Head Start/Early Head Start Program and Webb County, Service Provider shall maintain a policy of professional liability insurance and shall further indemnify and hold the Head Start/Early Head Start Program and Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

PERSONNEL AND EQUIPMENT

8. Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to Webb County.

NON-ASSIGNABILITY

9. Service Provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

10. This Agreement is made in Texas and shall be construed, interpreted, and governed by the law of such state. The parties consent to venue in Webb County, Texas for any action under this Agreement.

COUNTY RIGHT TO TERMINATE

11. This contract maybe terminated by Webb County at any time on 30 days written notice to Service Provider.

ENTIRE AGREEMENT

12. This contract supersedes any and all prior agreements between Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

AMENDMENT

13. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

NON-DISCRIMINATION

14. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.
15. Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to:	Webb County Head Start Program c/o Aliza Flores Oliveros, Director P. O. Box 2397 Laredo, Texas 78044
------------------------------	--

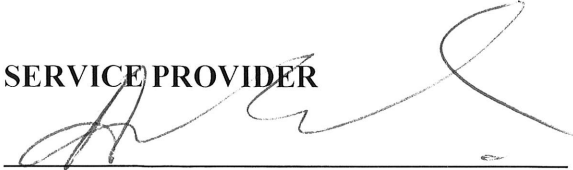
On behalf of Service Provider to:	Dr. Amando Garza, M.D. 1519 E. Bustamante St., Suite A Laredo, Texas 78041
-----------------------------------	--

Signed in duplicate originals on this the _____ day of _____, 2019.

COUNTY OF WEBB

SERVICE PROVIDER

Tano Tijerina
Webb County Judge




Dr. Amando Garza, M.D.

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Nathan R. Bratton
General Counsel
Webb County Civil Legal Division *

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On _____, Item No. _____.

Commissioners Court Meeting

Meeting Date: 09/09/2019

Professional Services Contract

Submitted for: Ramon Villafranca

Submitted By: Ramon
Villafranca

Department: Civil Legal Division

Subject:

Discussion and possible action to enter into a twelve (36) month (September 1, 2019 through August 31, 2022) Professional Services Agreement between Dr. Ruben D. Bocanegra and Webb County for the Head Start/Early Head Start Program for medical health services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule included within the agreement and authorizing the County Judge to sign and execute all relevant documents.**[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083 (Medical-Dental)]**

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

Acct#2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083

Attachments

Professional Services Contract

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
DR. RUBEN D. BOCANEGRA, M.D.**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas, for the Webb County Head Start/Early Head Start Program (hereinafter referred to as "**Webb County**") and **Dr. Ruben D. Bocanegra, M.D.**, (hereinafter referred to as "**Service Provider**").

RECITALS

WHEREAS, Webb County, Texas desires to secure professional services in the form of medical health services for the Webb County's Head Start/Early Head Start population; and

WHEREAS, Service Provider will provide medical health services as a Service Provider for Webb County Head Start/Early Head Start population; and

WHEREAS, Service Provider represents to Webb County that it is capable of providing medical health services and as described in this Agreement.

NOW, THEREFORE, Webb County does hereby retain the services of the Service Provider, and the Service Provider agrees to render his services as follows:

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2. Service Provider shall provide the following services:
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 - b. Examinations of all systems or regions which are made suspect by medical history or screening tests;
 - c. Examine blood pressure;
 - d. Search for certain defects in specific regions common or important in the particular age group including but not limited to skin, eye/strabismus screening, ear, nose, throat, heart, lungs, and groin inguinal area;

- e. Service Provider will contact Head Start/Early Head Start Health Services staff to arrange all follow-ups required and or ordered by Service Provider including setting up appointments for treatment, contacting and informing parents/legal guardians regarding health services being provided, advising visits to family doctors, and other related information.
- f. Service Provider will utilize Head Start/Early Head Start forms for documentation purposes of services rendered to the child/children;
- g. Service Provider will contact Head Start/Early Head Start staff as needed to assure that all services are provided in a coordinated manner as deemed best by him;
- h. Services will be provided at a site agreed to by Service Provider; and
- i. The cost for certain services, excluding costs for children who are Medicaid recipients, shall be as follows:

	Regular Fee	Head Start Fee	In-Kind
i. Routine Physical Examination	\$130.00	\$70.00	\$60.00
ii. Medical Follow Up - 1st Visit	\$ 65.00	\$30.00	\$35.00
iii. Medical Follow Up - 2nd Visit	\$ 65.00	\$30.00	\$35.00
iv. Blood exams	\$ 20.00	\$12.00	\$ 8.00

Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start/Early Head Start Program for Medicaid eligible costs.

COUNTY OBLIGATIONS

- 3. Webb County, by and through Head Start/Early Head Start staff, will be responsible for:
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 - b. Coordinating visits to Service Provider;
 - c. Arranging transportation for the children;
 - d. Coordinating and carrying out instructions for follow-up services as ordered by Service Provider;
 - e. Counsel with parents/legal guardians as instructed by the Service Provider; and

- f. Head Start/Early Head Start staff will visit Service Provider's office to obtain all documentation regarding services to the children as agreed and "In-Kind" documentation and other data as agreed for Head Start/Early Head Start programmatic purposes.

PAYMENT

4. Head Start/Early Head Start staff contact person will present to Service Provider a purchase order voucher for services to be rendered. Service Provider will mail or otherwise present an invoice requesting payment at the end of the month. The invoice will contain information regarding names of children served or provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:

Webb County
Head Start/Early Head Start Program
c/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

Invoices may also be delivered to 5904 West Drive Unit 6. Payment requests will be processed immediately and are subject to Section 2251.021 of the Texas Government Code "Time for Payment by Governmental Entity."

The difference between Service Provider's normal and customary charges and the reduced cost of services as set forth above are donated as "In services to the Head Start/Early Head Start Program. The value of this will be documented on forms provided by Head Start/Early Head Start Program staff and submitted to the Head Start/Early Head Start Program on a monthly basis.

Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start/Early Head Start Program for Medicaid eligible costs.

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5. Service provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. Should Webb County require additional services not included in this Agreement, any amendment to this Agreement stating the exact scope of services and cost of all additional services shall be submitted for Webb County's approval. No additional services shall be provided or billed for without the prior written approval of Webb County.

CONFIDENTIALITY

6. Any reports, information, data or studies given to or assembled by Service Provider under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County, unless otherwise required by law.

INDEPENDENT CONTRACTOR

7. It is the intention of the parties that under this agreement the Service Provider is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

In order to protect the Head Start/Early Head Start Program and Webb County, Service Provider shall maintain a policy of professional liability insurance and shall further indemnify and hold the Head Start/Early Head Start Program and Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

PERSONNEL AND EQUIPMENT

8. Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to Webb County.

NON-ASSIGNABILITY

9. Service Provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

10. This Agreement is made in Texas and shall be construed, interpreted, and governed by the law of such state. The parties consent to venue in Webb County, Texas for any action under this Agreement.

COUNTY RIGHT TO TERMINATE

11. This contract may be terminated by Webb County at any time on 30 days written notice to Service Provider.

ENTIRE AGREEMENT

12. This contract supersedes any and all prior agreements between Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

AMENDMENT

13. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

NON-DISCRIMINATION

14. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

15. Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to: Webb County Head Start Program
c/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

On behalf of Service Provider to: Dr. Ruben D. Bocanegra, M.D.
Obstetric-Family Practice-Pediatric
4151 Jaime Zapata Memorial Hwy.,
Suite 104
Laredo, Texas 78046

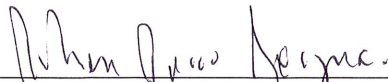
Signed in duplicate originals on this the _____ day of _____,

2019.

COUNTY OF WEBB

SERVICE PROVIDER

Tano Tijerina
Webb County Judge




Dr. Ruben D. Bocanegra, M.D.

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Nathan R. Bratton
General Counsel

Webb County Civil Legal Division *

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners
Court on _____; item no. _____.*

Commissioners Court Meeting

Meeting Date: 09/09/2019

Professional Services Contract

Submitted for: Ramon Villafranca

Submitted By: Ramon
Villafranca

Department: Civil Legal Division

Subject:

Discussion and possible action to enter into a twelve (36) month (September 1, 2019 through August 31, 2022) Professional Services Agreement between Dr. Avelino Alvarez and Webb County for the Head Start/Early Head Start Program for medical health services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule included within the agreement and authorizing the County Judge to sign and execute all relevant documents.**[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083 (Medical-Dental)]**

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

Acct#2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083

Attachments

Professional Services Contract

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
DR. AVELINO ALVAREZ, M.D.**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas, for the Webb County Head Start/Early Head Start Program (hereinafter referred to as "**Webb County**") and **Dr. Avelino Alvarez, M.D.** (hereinafter referred to as "**Service Provider**").

RECITALS

WHEREAS, Webb County, Texas desires to secure professional services in the form of medical health services for the Webb County Head Start/Early Head Start population; and

WHEREAS, Service Provider will provide medical health services as a Service Provider for Webb County Head Start/Early Head Start population; and

WHEREAS, Service Provider represents to Webb County that it is capable of providing medical health services and as described in this Agreement.

NOW, THEREFORE, Webb County and Service Provider in consideration of the mutual covenants and agreements herein described, do agree as follows:

TERM

1. This agreement shall be in for a period of thirty-six (36) months beginning September 1, 2019 and ending August 31, 2022.

DESCRIPTION OF SERVICES

2. Service Provider shall provide the following services:
 - a. Thorough physical examinations/assessments for all children and hearing/vision tests for children who are Medicaid recipients;
 - b. Examinations of all systems or regions which are made suspect by medical history or screening tests;
 - c. Examine blood pressure;
 - d. Search for certain defects in specific regions common or important in the particular age group including but not limited to skin, eye/strabismus screening, ear, nose, throat, heart, lungs, and groin inguinal area;

- e. Service Provider will contact Head Start/Early Head Start Health Services staff to arrange all follow-ups required and or ordered by Service Provider including setting up appointments for treatment, contacting and informing parents/legal guardians regarding health services being provided, advising visits to family doctors, and other related information.
- f. Service Provider will utilize Head Start/Early Head Start forms for documentation purposes of services rendered to the child/children;
- g. Service Provider will contact Head Start/Early Head Start staff as needed to assure that all services are provided in a coordinated manner as deemed best by him;
- h. Services will be provided at a site agreed to by Service Provider; and
- i. The cost for certain services, excluding costs for children who are Medicaid recipients, shall be as follows:

	Regular Fee	Head Start Fee	In-Kind
i. Office Visits	\$85.00	\$35.00	\$50.00
ii. Strep Screen	\$60.00	\$20.00	\$40.00
iii. Inj. - Rocephin IM	\$30.00	\$20.00	\$10.00
iv. Aerosol Treatment	\$40.00	\$20.00	\$20.00
v. Inj. - Phenegran IM	\$30.00	\$15.00	\$15.00
vi. Solu. Medrol IM	\$30.00	NO COST	\$30.00

COUNTY OBLIGATIONS

- 3. Webb County, by and through Head Start/Early Head Start staff, will be responsible for:
 - a. Making all schedules for services to be provided by the Service Provider;
 - b. Coordinating visits to Service Provider;
 - c. Arranging transportation for the children;
 - d. Coordinating and carrying out instructions for follow-up services as ordered by Service Provider;
 - e. Counsel with parents/legal guardians as instructed by the Service Provider; and
 - f. Head Start/Early Head Start staff will visit Service Provider's office to obtain all documentation regarding services to the children as agreed and "In-Kind" documentation and other data as agreed for Head Start/Early Head Start programmatic purposes.

PAYMENT

4. Head Start/Early Head Start staff contact person will present to Service Provider a purchase order voucher for services to be rendered. Service Provider will mail or otherwise present an invoice requesting payment at the end of the month. The invoice will contain information regarding names of children served or provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:

Webb County
Head Start Program
c/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

Invoices may also be delivered to 5904 West Drive Unit 6. Payment requests will be processed immediately and are subject to Section 2251.021 of the Texas Government Code "Time for Payment by Governmental Entity."

The difference between Service Provider's normal and customary charges and the reduced cost of services as set forth above are donated as "In-Kind" services to the Head Start/Early Head Start Program. The value of this "In-Kind" will be documented on forms provided by Head Start/Early Head Start Program staff and submitted to the Head Start/Early Head Start Program on a monthly basis.

Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start/Early Head Start Program for Medicaid eligible costs.

DEVOTION OF TIME

5. Service provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. Should Webb County require additional services not included in this Agreement, any amendment to this Agreement stating the exact scope of services and cost of all additional services shall be submitted for Webb County's approval. No additional services shall be provided or billed for without the prior written approval of Webb County.

CONFIDENTIALITY

6. Any reports, information, data or studies given to or assembled by Service Provider under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County, unless otherwise required by law.

INDEPENDENT CONTRACTOR

7. It is the intention of the parties that under this agreement the Service Provider is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

In order to protect the Head Start/Early Head Start Program and Webb County, Service Provider shall maintain a policy of professional liability insurance and shall further indemnify and hold the Head Start/Early Head Start Program and Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

PERSONNEL AND EQUIPMENT

8. Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to Webb County.

NON-ASSIGNABILITY

9. Service Provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

10. The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

COUNTY RIGHT TO TERMINATE

11. This contract may be terminated by Webb County at any time on 30 days written notice to Service Provider.

ENTIRE AGREEMENT

12. This contract supersedes any and all prior agreements between Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party

be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

AMENDMENT

13. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

NON-DISCRIMINATION

14. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

15. Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to: Webb County Head Start Program
c/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

On behalf of Service Provider to: Dr. Avelino Alvarez, M.D.
2337 Endeavor
Laredo, Texas 78040

Signed in duplicate originals on this the _____ day of _____, 2019.

COUNTY OF WEBB

Tano Tijerina
Webb County Judge

SERVICE PROVIDER

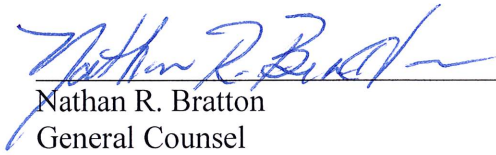


Dr. Avelino Alvarez, M.D.

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Nathan R. Bratton
General Counsel

Webb County Civil Legal Division *

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners
Court on _____; item no. _____.*

Commissioners Court Meeting

Meeting Date: 09/09/2019

Professional Services Contract

Submitted for: Ramon Villafranca

Submitted By: Ramon
Villafranca

Department: Civil Legal Division

Subject:

Discussion and possible action to enter into a twelve (36) month (September 1, 2019 through August 31, 2022) Professional Services Agreement between Rachel C. Vurbeff, PNP and Webb County for the Head Start/Early Head Start Program for medical health services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule included within the agreement and authorizing the County Judge to sign and execute all relevant documents. **[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083 (Medical-Dental)]**

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

Acct#2357-5200-531-432083, 2331-5200-531-432083, and 2367-5200-531-432083

Attachments

Professional Services Contract

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
RACHEL C. VURBEFF PNP**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas, for the Webb County Head Start/Early Head Start Program (hereinafter referred to as "**Webb County**") and **Rachel C. Vurbeff, PNP** (hereinafter referred to as "**Service Provider**").

RECITALS

WHEREAS, Webb County, Texas desires to secure professional services in the form of medical health services for the Webb County's Head Start/Early Head Start population; and

WHEREAS, Service Provider will provide medical health services as a Service Provider for Webb County Head Start/Early Head Start population; and

WHEREAS, Service Provider represents to Webb County that it is capable of providing medical health services and as described in this Agreement.

NOW, THEREFORE, Webb County does hereby retain the services of the Service Provider, and the Service Provider agrees to render his services as follows:

TERM

1. This agreement shall be in for a period of thirty-six (36) months beginning September 1, 2019 and ending August 31, 2022.

DESCRIPTION OF SERVICES

2. Service Provider shall provide the following services:
 - a. Thorough physical examinations/assessments for all children and hearing/vision tests for children who are Medicaid recipients;
 - b. Examinations of all systems or regions which are made suspect by medical history or screening tests;
 - c. Examine blood pressure;
 - d. Search for certain defects in specific regions common or important in the particular age group including but not limited to skin, eye/strabismus screening, ear, nose, throat, heart, lungs, and groin inguinal area;

- e. Service Provider will contact Head Start/Early Head Start Health Services staff to arrange all follow-ups required and or ordered by Service Provider including setting up appointments for treatment, contacting and informing parents/legal guardians regarding health services being provided, advising visits to family doctors, and other related information.
- f. Service Provider will utilize Head Start/Early Head Start forms for documentation purposes of services rendered to the child/children;
- g. Service Provider will contact Head Start/Early Head Start staff as needed to assure that all services are provided in a coordinated manner as deemed best by him;
- h. Services will be provided at a site agreed to by Service Provider; and
- i. The cost for certain services, excluding costs for children who are Medicaid recipients, shall be as follows:

	Office Visit	Head Start Fee
i. New Sick Consultation	\$65.00	\$55.00
ii. Established Sick Consultation	\$55.00	\$45.00
iii. Physical Exam (New/Established)	\$65.00	\$55.00

Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start/Early Head Start Program for Medicaid eligible costs.

COUNTY OBLIGATIONS

- 3. Webb County, by and through Head Start/Early Head Start staff, will be responsible for:
 - a. Making all schedules for services to be provided by the Service Provider;
 - b. Coordinating visits to Service Provider;
 - c. Arranging transportation for the children;
 - d. Coordinating and carrying out instructions for follow-up services as ordered by Service Provider;
 - e. Counsel with parents/legal guardians as instructed by the Service Provider; and
 - f. Head Start/Early Head Start staff will visit Service Provider's office to obtain all documentation regarding services to the children as agreed and "In-Kind"

documentation and other data as agreed for Head Start/Early Head Start programmatic purposes.

PAYMENT

4. Head Start/Early Head Start staff contact person will present to Service Provider a purchase order voucher for services to be rendered. Service Provider will mail or otherwise present an invoice requesting payment at the end of the month. The invoice will contain information regarding names of children served or provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:

Webb County
Head Start/Early Head Start Program
c/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

Invoices may also be delivered to 5904 West Drive Unit 6. Payment requests will be processed immediately and are subject to Section 2251.021 of the Texas Government Code "Time for Payment by Governmental Entity."

The difference between Service Provider's normal and customary charges and the reduced cost of services as set forth above are donated as "In services to the Head Start/Early Head Start Program. The value of this will be documented on forms provided by Head Start/Early Head Start Program staff and submitted to the Head Start/Early Head Start Program on a monthly basis.

Service Provider shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head Start/Early Head Start Program. Service Provider shall not bill Webb County or the Head Start/Early Head Start Program for Medicaid eligible costs.

DEVOTION OF TIME

5. Service provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. Should Webb County require additional services not included in this Agreement, any amendment to this Agreement stating the exact scope of services and cost of all additional services shall be submitted for Webb County's approval. No additional services shall be provided or billed for without the prior written approval of Webb County.

CONFIDENTIALITY

6. Any reports, information, data or studies given to or assembled by Service Provider under this Agreement shall be kept confidential and shall not be made available to any

individual or organization without the prior written approval of Webb County, unless otherwise required by law.

INDEPENDENT CONTRACTOR

7. It is the intention of the parties that under this agreement the Service Provider is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

In order to protect the Head Start/Early Head Start Program and Webb County, Service Provider shall maintain a policy of professional liability insurance and shall further indemnify and hold the Head Start/Early Head Start Program and Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

PERSONNEL AND EQUIPMENT

8. Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to Webb County.

NON-ASSIGNABILITY

9. Service Provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

10. This Agreement is made in Texas and shall be construed, interpreted, and governed by the law of such state. The parties consent to venue in Webb County, Texas for any action under this Agreement.

COUNTY RIGHT TO TERMINATE

11. This contract may be terminated by Webb County at any time on 30 days written notice to Service Provider.

ENTIRE AGREEMENT

12. This contract supersedes any and all prior agreements between Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or

unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

AMENDMENT

13. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

NON-DISCRIMINATION

14. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

15. Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to: Webb County Head Start Program
c/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

On behalf of Service Provider to: Rachel C. Vurbeff, PNP
2210 Loma del Sur Suite 106
Laredo, Texas 78043

Signed in duplicate originals on this the 5 day of August, 2019.

COUNTY OF WEBB

Tano Tijerina
Webb County Judge

SERVICE PROVIDER



Rachel C. Vurbeff, PNP

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Nathan R. Bratton
General Counsel

Webb County Civil Legal Division *

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On _____ 2019 Item No. _____.

Commissioners Court Meeting

Meeting Date: 09/09/2019

Professional Services Contract

Submitted for: Ramon Villafranca

Submitted By: Ramon
Villafranca

Department: Civil Legal Division

Subject:

Discussion and possible action to enter into a twelve (36) month (October 1, 2019 through September 30, 2022) Professional Services Agreement between Ana Maria Pena, Registered Dietitian and Webb County for the Head Start/Early Head Start Program for nutrition consulting services for the Head Start/Early Head Start population at a cost pursuant to the fee schedule (Exhibit A) and authorizing the County Judge to sign and execute all relevant documents. **[Requested by Aliza Oliveros, Webb County Head Start Director; Accounts #2357-5230-531-432068, 2367-5230-531-432068, and 2361-5200-531-432068 (Consultant's Training)]**

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

Acct# **2357-5230-531-432068, 2367-5230-531-432068, and 2361-5200-531-432068**

Attachments

Professional Services Contract

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
ANA MARIA PEÑA, REGISTERED DIETICIAN**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas, for the Webb County Head Start/Early Head Start Program (hereinafter referred to as "**Webb County**") and **Ana Maria Peña, Registered Dietician** (hereinafter referred to as "**Service Provider**").

RECITALS

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider desires to provide services with a goal towards, guiding, aiding, and strengthening families; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider recognize the value of coordinating services provided to Head Start families; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider agree about the importance of services that provide the nutritional educational needs as well as those that develop individual and family wellness; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider agree to cooperate with a goal toward facilitating the provision of services such as nutrition; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider agree that the cooperation established by way of this agreement is based on assisting qualifying families in need; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider recognize the necessity of cooperation and collaboration in making the above mentioned services available; and

WHEREAS, Webb County, Texas through its Head Start/Early Head Start Program and Service Provider desire to enter into an agreement to continue to efficiently and effectively provide such services for the community;

NOW, THEREFORE, Webb County, Texas does hereby retain the services of the Service Provider, and the Service Provider agrees to render his services as follows:

TERM

1. This agreement shall be in for a period of thirty-six (36) months beginning October 1, 2019 and ending September 30, 2022.

DESCRIPTION OF SERVICES

2. Service Provider shall provide the following services:
 - a. Assist in assessing the nutritional status and special needs of children.
 - b. Assist in providing necessary counseling for parents, which includes but is not limited to September/October Counseling for parents, April/May Counseling for parents, and on-going Counseling for Children with modified diets or eating equipment.
 - c. Assist in providing performance evaluations of food services personnel, including one observation in November or December of the Central Kitchen.
 - d. Provide an on-going training program that will improve or develop staff competency and ensure proficiency in the area of nutrition.
 - e. Assist in helping educational staff plan and provide nutrition related learning experiences.
 - f. Assist in the utilization of community resources in carrying out the total nutrition plan.
 - g. Participate in menu planning, review and any other steps to assure a high quality feeding program.
 - h. Assist in providing the food service unit with direction in food budgeting, purchasing, service, and the establishment of an efficient record system.
 - i. Assist in interpreting and meeting local and state health sanitation and safety standards related to nutrition and the Head Start/Early Head Start Program.
 - j. Promote the Head Start/Early Head Start nutrition service philosophy to peers in other agencies and enlist skills of such personnel.
 - k. Assist in the On-Site Program Review Process.
 - l. Assist in interviewing techniques training for staff. Training is request to take place in August.

COUNTY OBLIGATIONS

3. Webb County, by and through Head Start/Early Head Start staff, will be responsible for:
 - a. Making all schedules for services to be provided by the Service Provider;
 - b. Coordinating visits to Service Provider;
 - c. Arranging transportation for the children;
 - d. Coordinating and carrying out instructions for follow-up services as ordered by Service Provider;
 - e. Counsel with parents/legal guardians as instructed by the Service Provider; and
 - f. Head Start/Early Head Start staff will visit Service Provider's office to obtain all documentation regarding services to the children as agreed and "In-Kind" documentation and other data as agreed for Head Start/Early Head Start programmatic purposes.

PAYMENT

4. Head Start/Early Head Start staff contact person will present to Service Provider a purchase order voucher for services to be rendered. After obtaining the necessary documentation from the Head Start/Early Head Start Program and prior to submission of any invoice to Head Start/Early Head Start Service Provider shall bill Medicaid for Medicaid eligible clients. Service Provider will mail or otherwise present an invoice requesting payment at the end of the month for all other services provided hereunder pursuant to the fee schedule attached hereto as Exhibit "A". The invoice will contain information regarding names of children served or provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:

Webb County
Head Start/Early Head Start Program
C/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

Invoices may also be delivered to 5904 West Drive Unit 6. Payment requests will be processed immediately and are subject to Section 2251.021 of the Texas Government Code "Time for Payment by Governmental Entity."

The difference between Service Provider's normal and customary charges and the reduced cost of services as set forth above are donated as "In-Kind" services to the Head Start/Early Head Start Program. The value of this "In-Kind" will be documented on forms provided by Head Start/Early Head Start Program staff and submitted to the Head Start/Early Head Start Program on a monthly basis.

DEVOTION OF TIME

5. Service provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. Should Webb County require additional services not included in this Agreement, any amendment to this Agreement stating the exact scope of services and cost of all additional services shall be submitted for Webb County's approval. No additional services shall be provided or billed for without the prior written approval of Webb County.

CONFIDENTIALITY

6. Any reports, information, data or studies given to or assembled by Service Provider under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County, unless otherwise required by law.

INDEPENDENT CONTRACTOR

7. It is the intention of the parties that under this agreement the Service Provider is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

In order to protect the Head Start/Early Head Start Program and Webb County, Service Provider shall maintain a policy of professional liability insurance and shall further indemnify and hold the Head Start/Early Head Start Program and Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

PERSONNEL AND EQUIPMENT

8. Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to Webb County.

FEES

9. Service Provide will provide services pursuant to this Agreement and in accordance with the nutritionist fee schedule which is attached hereto as Exhibit "A" and made a part hereof.

NON-ASSIGNABILITY

10. Service Provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

11. This Agreement is made in Texas and shall be construed, interpreted, and governed by the law of such state. The parties consent to venue in Webb County, Texas for any action under this Agreement.

COUNTY RIGHT TO TERMINATE

12. This contract may be terminated by Webb County at any time on 30 days written notice to Service Provider.

ENTIRE AGREEMENT

13. This contract supersedes any and all prior agreements between Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

AMENDMENT

14. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

INCONSISTENCIES

15. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

SEVERABILITY

16. Each paragraph and provisions hereof is severable from the entire Agreement and if any provisions are declared invalid, the remaining provisions shall nevertheless remain in effect.

NON-DISCRIMINATION

17. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

18. Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to: Webb County Head Start Program
C/o Aliza Flores Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044


On behalf of Service Provider to: Ana Maria Peña, Registered Dietician
411 Merlin
Laredo, Texas 78041

Signed in duplicate originals on this the _____ day of _____, 2019.

COUNTY OF WEBB

SERVICE PROVIDER

Tano E. Tijerina
Webb County Judge



Ana Maria Peña
Registered Dietician

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Nathan R. Bratton
General Counsel

Webb County Civil Legal Division *

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On _____, 2019; item no. _____

EXHIBIT "A"
NUTRITIONIST FEES
2019-2022

SERVICE:	FEES:
A. Menu Revision (4 week cycle menu)	\$50.00
B. Plan Review	\$50.00
C. Parent Group Counseling	\$50.00
D. Home Visits (10)	\$50.00
E. Group Therapies (2) 1.5 hr. each	\$50.00
F. Review of Nutrition Status Assessment	\$50.00
G. Nutritional Education for Parents/Staff	\$50.00
H. Central Kitchen Food Service Observation	\$50.00
I. Kitchen Monitor	\$50.00
J. Food Service Direction Assistance	\$50.00
K. Center Meal Observation	\$50.00
L. Center Site Monitoring (7)	\$50.00
M. Self-assessment Validation Process	\$50.00
N. Individualized Parent Counseling	\$50.00
O. Nutrition Family Consultation (4 hrs. a month for 6 months)	\$50.00
P. Nutrition CHR form 6 Interviewing Techniques Training	\$50.00

SERVICE PROVIDER shall bill Medicaid for Medicaid eligible clients after obtaining the necessary documentation from the Head start/Early Head Start Program.

Commissioners Court Meeting

Meeting Date: 09/09/2019

Free Trade Zone No. 94

Submitted for: Ray Rodriguez

Submitted By: Ray
Rodriguez

Department: Civil Legal Division

Subject:

Discussion and possible action to approve a minor boundary modification application for expansion of City of Laredo's Foreign Trade Zone (F.T.Z.) No. 94, with the Foreign Trade Zone Board/U.S. Dept. of Commerce as requested by M.E. Properties, LLC./Eduardo E. Lozano & Co., d/b/a EELCO Supply Chain Solutions, and the City of Laredo by adding Lot 3A, Block 4, El Portal Industrial Park, City of Laredo, Webb County, Texas and commonly known as 8411 Whitepoint Rd., Laredo, Texas 78045, to F.T.Z. No. 94, for approval by Webb County, and authorizing the Webb County Judge to execute any and all relevant documents and any other matters incident thereto. **[Requested by City of Laredo]**

Background:

n/a

Previous Court Action:

n/a

Fiscal Impact

Budget Account Number: n/a

Funding Source: n/a

Balance: n/a

Financial Impact:

n/a

Attachments

FTZ/LOZANO & CO.

**Application for Subzone or Usage-Driven Designation (“Minor
Boundary Modification”) Under the Alternative Site Framework (ASF)**

Instruction Sheet

This collection of information contains Paperwork Reduction Act (PRA) requirements approved by the Office of Management and Budget (OMB). Notwithstanding any other provision of law, no person is required to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 3.5 hours, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons wishing to comment on the burden estimate or any aspect of this collection of information, or offer suggestions for reducing this burden, should send their comments to the ITA Reports Clearance Officer, International Trade Administration, U.S. Department of Commerce, 14th and Constitution Avenue, NW, Washington, DC 20230.

No zone, subzone, zone expansion/reorganization/modification, or production authority may be approved unless a completed application/notification/request has been received (19 U.S.C. 81a-81u; 15 CFR Part 400). The Foreign-Trade Zones Board has no authority to finance zone projects. Its approval is in the form of a grant of authority (license) for operating a facility under foreign-trade zone procedures. The basic requirements for foreign-trade zone applications are found in the regulations of the Foreign-Trade Zones Board (15 CFR Part 400), including Sections 400.21 through 400.25. Application formats are available on the FTZ Board web site:

<http://www.trade.gov/ftz>.

Corporations submitting applications must be qualified to apply under the laws of the state in which the zone is to be located. Applicants may submit drafts of their applications to the FTZ Staff, which can provide comments and technical assistance in interpreting the Board's regulations.

Applicants should note that conduct of their proposed activity under FTZ procedures would result in an additional, ongoing information-collection burden associated with the Annual Report from Foreign-Trade Zones (OMB Control No. 0625-0109).

FTZ Staff
March 2013

Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Avenue, N.W., Room 21013
Washington, D.C. 20230
(202) 482-2862

Alternative Site Framework

**APPLICATION FOR SUBZONE OR USAGE-DRIVEN
DESIGNATION (“MINOR BOUNDARY MODIFICATION”)**

NOTE: This format is only for a Minor Boundary Modification (MBM) to propose a “Subzone” or “Usage-Driven” site(s) under the Alternative Site Framework (ASF).

INSTRUCTIONS

General: This format consists of a small number of questions to answer and, for ease of use, is provided as a MS Word document. The actual submitted request may take the form of a letter from the grantee requesting approval and answering each question listed below. Alternatively, the request may include a cover letter from the grantee identifying the specific Subzone/Usage-Driven site for which it is requesting approval and then a separate document answering the questions below. Leave each question in place (including its number) and provide your response directly below each question.

Subzone versus Usage-Driven Designation: Under the FTZ Board’s regulations (§400.24(c)), a grantee can request designation of a site(s) as a subzone that qualifies for usage-driven status, where warranted by the circumstances and so long as the subzone activity remains subject to the activation limit for the zone in question. As with usage-driven sites, subzone sites designated under this process will be subject to the standard three-year sunset provision.

Sites versus Parcels: A "site" is comprised of one or more generally contiguous parcels of land organized and functioning as an integrated unit, such as all or part of an industrial park or airport facility. If parcels do not meet that definition, they must be treated as separate sites.

Submitted Request Must Be Complete: Submitted MBM requests must be complete – with the sole allowable exception of any comments from U.S. Customs and Border Protection (CBP), if necessary. Incomplete submitted requests or documents submitted separately will be returned to the sender. The FTZ Staff cannot assemble complete requests from individual elements submitted separately.

Submission of Completed Application: Submit the final application by email (ftz@trade.gov) (Adobe PDF format preferred; you may use MS Word format if you are unable to submit PDF). The application must include color maps and scans of all signed letters.

Timing: Under the FTZ Board’s regulations, the ordinary timeframe to process MBM requests is within 30 days of the FTZ Staff having received a complete request. Timing will depend on receipt of CBP’s comments on the request.

Alternative Site Framework

**APPLICATION FOR SUBZONE OR USAGE-DRIVEN
DESIGNATION (“MINOR BOUNDARY MODIFICATION”)**

QUESTIONS

1. Please mark the appropriate space below to indicate whether you are requesting “Subzone” or “Usage-Driven” designation for the proposed site(s):

Subzone Usage-Driven

2. List the address of the site(s), including the jurisdiction in which the site(s) falls (town, city, and county).

Site address: 8411 Whitepoint Rd Laredo Texas 78045 Legal: Lot 3A BLK 4 El Portal Ind Park Webb County Abstract: S9428

3. Explain how the proposed site(s) is within the grantee’s approved ASF service area.

The site is situated within Webb County.

4. State the proposed acreage of the site(s).

5.7496 Acres

5. Indicate the company for which the site(s) will be designated.

Eduardo E Lozano & Co Inc dba EELCO Supply Chain Solutions

6. Provide a summary of the company’s planned activities.

We plan on attracting new clients that have the need to store In Bond material duty free coming from outside of the US, storing and exporting or filing consumption entries and paying the appropriate duty at the time of withdrawal.

7. Indicate the current zoning and the existing and planned buildings (including square footage) for the site(s). (Note: Sites (or areas within a site) with inappropriate zoning – such as agricultural, retail, or residential – are not eligible for FTZ status and should not be proposed in any MBM request.)

Current Zone: M-1. Building is a commercial warehouse consisting of 71,988 sq. ft.

8. Confirm that FTZ designation or the use of FTZ procedures is not a requirement or a precondition for future activity or construction at the site(s).

FTZ designation or the use of FTZ procedures is not a requirement or precondition for future activity or construction at our site.

9. List the owner(s). (If a site(s) is not owned by the grantee or the company planning to use the site(s) – as named in response to Question 5 above – then provide a "Right to Use" attachment with documentation demonstrating the right to use the site(s). Such evidence could be a signed letter from the proposed operator on its letterhead attesting to its right to use the property or a letter of concurrence from the owner of the proposed site(s).)

The owner of the property (site) is ME Properties LLC who its members are Eduardo E Lozano & Martha P Lozano who are also owners of Eduardo E Lozano & Co Inc dba EELCO Supply Chain Solutions.

ATTACHMENTS

Attach the documents listed below (Items 10 and 11, plus Item 12 if applicable) directly behind the text of your request.

10. A clear and detailed site map showing existing and planned structures. The site boundaries must be outlined clearly **in red**. Note that if streets or similar landmarks are not legible on the site map, you will also need to provide a detailed street map with the proposed site's boundaries **in red**. Any map should be no larger than letter-sized (8 1/2" x 11") and clearly labeled, with legends provided for any markings.

Exhibit A

Exhibit B

11. Comments from U.S. Customs and Border Protection (CBP): The grantee generally should provide comments from CBP with the submitted request. Alternatively, the grantee may provide a copy of the request to CBP at the time the request is submitted to the FTZ Board, in which case the grantee should also communicate with CBP regarding the 20-day timeframe in the FTZ Board's regulations for CBP to provide comments to the FTZ Board.

Exhibit 2

12. If your state (such as TX, KY, AZ) has one or more taxes for which collections will be affected by the proposed FTZ designation of the new site(s), please attach all of the following:
- A. An explanation of the specific local taxes that will be affected;
 - B. A stand-alone letter that:
 - Lists all of the affected parties;
 - Includes a statement below the list certifying that this is a complete list of all parties that would be affected by this particular request; and,
 - Is signed by an official of the grantee organization.
 - C. Correspondence from all of the affected parties (such as a local school board) indicating their concurrence (or non-objection) regarding the proposed FTZ designation.
 - **City of Laredo – Exhibit 1**
 - **Webb County (collector of Laredo College and Road and Bridge) taxing district – Exhibit 3**
 - **United Independent District – Exhibit 4**
 - **Correspondence of affected parties – Exhibit 5**



Eduardo E. Lozano & Co. Inc.

EELCO Supply Chain Solutions
P.O. Box 450795 Laredo, Tx 78045
Ph 956-712-2422
www.uscustombroker.com



26 August 2019

FTZ Processing
Laredo Int'l Airport
5210 Bob Bullock Loop
Laredo TX 78041

Attn: Mrs. Elsy Borgstedte

I Eduardo E Lozano respectfully file this letter of intent to operate as an FTZ Usage-driven site at 8411 Whitepoint Rd. Laredo Texas 78045 Webb County mailing address 8410 Milo Road El Portal Ind Park Laredo Texas 78045. The warehouse is situated within 5.7496 acres and the warehouse size is 71,988 sq ft. Out of the 71,988 sq ft I am requesting that 20,000 (twenty thousand) square feet be activated as FTZ area.

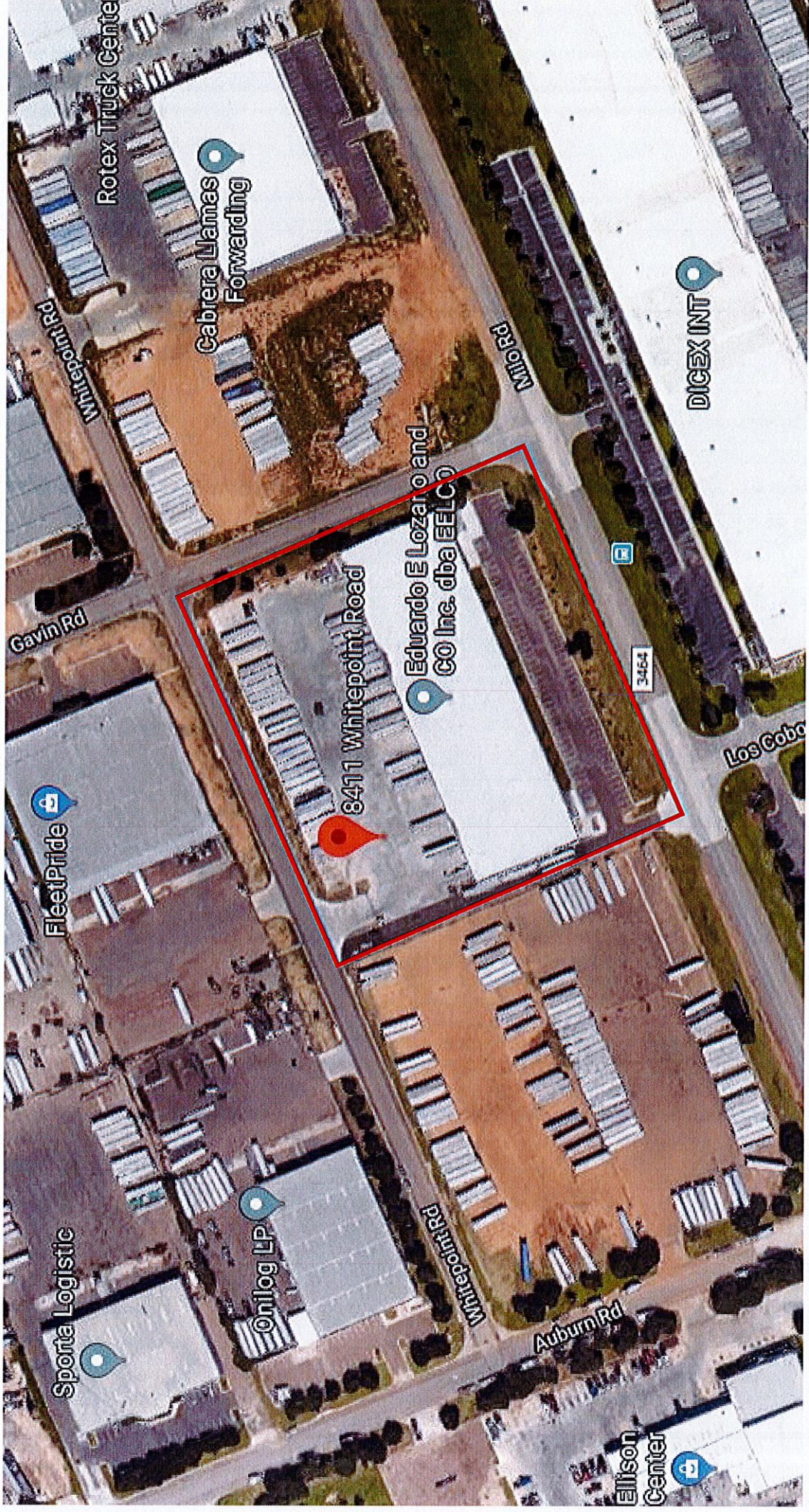
Along this application I am attaching a bird's eye view of the property outlined in red and an inside area in red that corresponds to the 20,000 proposed square feet to activate.

Kindly note that our intention to open an FTZ warehouse is for the sole purpose of attracting new clients to the Port Of Laredo and open new employment opportunities for our citizens here in Laredo.

Please let me know if additional information is needed to begin the activation process.

Sincerely,

Eduardo E Lozano CHB
956-712-2422 ext-103



WHITEPOINT ROAD

520.00' PROPERTY LINE

465.00' PROPERTY LINE

510.00' PROPERTY LINE

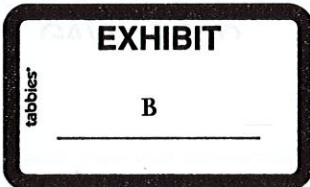
MILO RD. (FM-3464)

WAREHOUSE

415.00' PROPERTY LINE

30.20'

28.21'



Commissioners Court Meeting

Meeting Date: 09/09/2019

Advertising Agreement-Gray Television Group, Inc.

Submitted for: Ramon Villafranca

Submitted By: Ramon
Villafranca

Department: Civil Legal Division

Subject:

Discussion and possible action to authorize the purchase of commercial advertisement with Gray Television Group, Inc., (KGNS-NBC Laredo) by the Webb County District Attorney's Office, for the "Make the Right Call" campaign. The campaign discourages drinking and driving in Webb County. There will be One Hundred Four (104) spots, starting September, 2019 through December, 2019, for a total cost of Seventeen Thousand Five Hundred Dollars (\$17,500.00) and any other matters incident thereto. **[Requested by Isidro R. Alaniz, Webb County District Attorney; Federal Forfeiture Funds Account #2162-2260-001-457006 and State Forfeiture Funds Account #2160-2260-001-457006]**

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: See Below

Funding Source: N/A

Balance: N/A

Financial Impact:

Acct#**2162-2260-001-457006** and **2160-2260-001-457006**

Attachments

Advertising Agreement-Gray Television Group, Inc.

NFL-NBC

2019-2020



NFL- NBC SCHEDULE

2019-2020

- ✓ WEEK 1
KICKOFF- PACKERS @ BEARS-Thursday 09/05/19 @ 720P-1030P
STEELERS @ PATRIOTS- 09/08/19 @ 720P-1030P
- ✓ WEEK 2
EAGLES @ FALCONS- 09/15/19 @ 720P-1030P
- ✓ WEEK 3
RAMS @ BROWNS- 09/22/19 @ 720P-1030P
- ✓ WEEK 4
COWBOYS @ SAINTS- 09/29/19 @ 720P-1030P
- ✓ WEEK 5
COLTS @ CHIEFS- 10/06/19 @ 720P-1030P
- ✓ WEEK 6
STEELERS @ CHARGERS- 10/13/19 @ 720P-1030P
- ✓ WEEK 7
EAGLES @ COWBOYS- 10/20/19 @ 720P-1030P
- ✓ WEEK 8
PACKERS @ CHIEFS- 10/27/19 @ 720P-1030P
- ✓ WEEK 9
PATRIOTS @ RAVENS- 11/03/19 @ 720P-1030P
- ✓ WEEK 10
VIKINGS @ COWBOYS- 11/10/19 @ 720P-1030P
- ✓ WEEK 11
BEARS @ RAMS- 11/17/19 @ 720P-1030P
- ✓ WEEK 12
SEAHAWKS @ EAGLES- 11/24/19 @ 720P-1030P
- ✓ **Thursday 11/28/19 THANKSGIVING**
SAINTS @ FALCONS @ 720P-1030P
- ✓ WEEK 13
PATRIOTS @ **TEXANS**- 12/01/19 @ 720P-1030P
- ✓ WEEK 14
SEAHAWKS @ RAMS- 12/08/19 @ 720P-1030P
- ✓ WEEK 15
VIKINGS @ CHARGERS- 12/15/19 @ 720P-1030P
- ✓ WEEK 16
CHIEFS @ BEARS- 12/22/19 @ 720P-1030P

SUBJECT TO NETWORK CHANGE



NFL-NBC PACKAGE 2019-2020

PROGRAM	FLIGHT	TOTAL SPOTS
NBC NFL GAMES <small>*INCLUDING 1X THANKSGIVING GAME*</small>	SEPT'19-DEC'19	18X
PLAYOFF GAMES	JAN'19	2X
COLLEGE FOOTBALL NBC/ABC/OR CBS	12 WEEKS *SEPT'19-NOV'19	2X WEEKLY- 24X
ADDED VALUE NBC	4 MO. SEPT'19-DEC'19	15X PER MONTH 6A-12A
	TOTAL SPOTS	104X

PACKAGE TOTAL: \$17,500^{NET}

SUBJECT TO NETWORK CHANGE

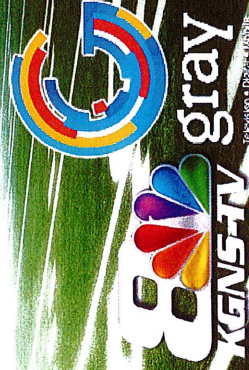
X

Advertiser

Date

Term

All advertising, production services, consulting services, and digital management services sold or offered by Gray Television Group, Inc. or Gray Media Group, Inc. (collectively "Gray") are subject to Gray's Standard Terms and Conditions available at www.gray.tv/advertising.



NFL-NBC
2019-2020

THANK YOU!



Commissioners Court Meeting

Meeting Date: 09/09/2019

Detox Facility

Submitted for: Melinda Mata

Submitted By: Melinda
Mata

Department: County Judge

Subject:

Discussion and possible action to authorize the Purchasing Agent to issue a Request for Qualifications for an architect to prepare plans, specifications and estimates (which includes any state requirements) for the remodeling/ reconstruction of a portion of the building located at 1300 Chicago (being Block 1028 Western Division, old juvenile detention center) for use as a detox facility and further directing the posting of the RFQ for a minimum of 21 days and authorizing the scoring of the responses to the RFQ by a joint County/City scoring committee and any other matters incident thereto.

Background:

Previous Court Action:

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Rose Magana

Prepared by: Rose
Magana

Department: Commissioners Court

Subject:

Discussion and possible action to ratify the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-1010-001-458000	Administrative Travel	\$3,000	\$211.90	\$211.90	\$0
	1001-1010-001-461000	Materials & Supplies	\$6,000	\$87.00	\$2,368.50	\$2,281.50
				\$298.90		
To:	1001-1010-001-456205	Training & Education	\$2,000	\$298.90	\$60.90	\$365.86

Issue: Last minute travel for training and education of judicial collections staff was scheduled and funds necessary were insufficient.

Solution: Approve line item transfer for registration fees and travel expenses.

Result: Funds necessary for travel expenditures.

Fiscal Impact

Budget Account Number: n/a

Funding Source: n/a

Balance: n/a

Financial Impact:

n/a

Commissioners Court Meeting

Meeting Date: 09/09/2019

MOU with Community Action Corporation of South Texas and CAA
Weatherization

Submitted for: Nathan Bratton

Submitted By: Nathan
Bratton

Department: Civil Legal Division

Subject:

Discussion and possible action to enter into a Memorandum of Understanding that will allow Community Action Corporation of South Texas (CACOST) to assist Webb County Community Action Agency with Weatherization Assistance Program assistance to qualifying Webb County residents and program outcomes at no cost to the Webb County and any matters incident thereto; authorizing the County Judge to sign all relevant documents.

Background:

This is a non-financial agreement to assist Webb County CAA in providing Weatherization Assistance Program assistance to Webb qualified Webb County residents.

Previous Court Action:

Fiscal Impact

Budget Account Number: n/a

Funding Source: n/a

Balance: n/a

Financial Impact:

Non-Financial Agreement.

Attachments

MOU with CACOST

**Memorandum of Understanding
Webb County Community Action Agency
and
Community Action Corporation of South Texas (CACOST)**

This agreement is entered into between the **County of Webb**, on behalf of the Webb County Community Action Agency, hereinafter referred to as "Webb CAA" and the **Community Action Corporation of South Texas** hereinafter referred to as "CACOST".

WHEREAS, the purpose of this Agreement is to set forth the respective responsibilities of Community Action Corporation of South Texas (CACOST) and Webb County Community Action Agency (Webb CAA), with respect to services for Weatherization Program assistance for low income individuals and families; and

WHEREAS, Webb CAA and CACOST want to establish the best collaborative method possible for services to residents of Webb County; and

WHEREAS, Webb CAA and CACOST support the need for Weatherization Program assistance to the residents of Webb County; and

WHEREAS, CACOST has available the necessary expertise and resources to provide the services herein set forth.

Now, therefore, Webb CAA and CACOST agree as follows:

- Section 1.** This agreement shall commence on August 26, 2019 and end September 30, 2021.
- Section 2.** CACOST agrees to the following responsibilities and duties under this Agreement at no cost to Webb CAA:
- A. Provide Weatherization Assistance Program (WAP) assistance to qualifying individuals in Webb County.
 - B. Provide Webb County Community Action Agency outcomes regarding Weatherization Program assistance referred.
- Section 3.** Webb CAA agrees to the following responsibilities and duties under this Agreement:
- A. Refer families and individuals from Webb County to CACOST when seeking assistance in Weatherization.
 - B. Provide client intake application, copies of income documentation, SAVE system clearance, and copies of utility bills to CACOST for those clients interested in Weatherization Program assistance.
- Section 4.** Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addressed as follows:

TO WEBB CAA:

Webb County Judge
Webb County Courthouse
1000 Houston, Third Floor
Laredo, Texas, 78040

Copy to: Director
Webb County Community Action Agency
520 Reynolds, Second Floor
Laredo, Texas 78040

TO CACOST:

Executive Director
Community Action Corporation of South Texas
P.O. Drawer 1820
Alice, Texas 78333-4822

- Section 5.** Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- Section 6.** Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- Section 7.** Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
- Section 8.** Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
- Section 9.** Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof.
- Section 10.** Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
- Section 11.** Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- Section 12.** Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to constitute an original, and such counterparts shall together constitute but one and the same document.
- Section 13.** Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

This contract was approved by the Commissioners Court of Webb County on the 9th day of September, 2019, and by Community Action Corporation of South Texas (CACOST), on the ___ day of _____, 2019.

WEBB COUNTY
A political subdivision of the
State of Texas

COMMUNITY ACTION CORPORATION
OF SOUTH TEXAS

Tano E. Tijerina
Webb County Judge

Ann Await
Executive Director

Signed this ___ day of _____, 2019.

Signed this ___ day of _____, 2019.

ATTEST:

Margie Ramirez Ibarra
Webb
County Clerk
APPROVED AS TO FORM:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Commissioners Court Meeting**Meeting Date:** 09/09/2019**Submitted for:** Alberto Torres**Prepared by:** Alberto Torres**Department:** Constable Precinct 1**Subject:**

Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-3150-001-460140	Fire Arms & Ammunition	\$5,000	\$600	\$616	\$16
	1001-3150-001-443000-075	Repairs & Maint. Vehicles	\$30,000	\$3,077	\$6,077	\$3,000
	1001-3150-001-464005	Books & Subscriptions	\$1,275	\$900	\$2,562	\$1,662
	1001-3150-001-464010	Dues & Memberships	\$1,500	\$1,465	\$1,465	\$0
				\$6,042		
To:	1001-3150-001-461000	Materials & Supplies	\$7,000	\$5,692	\$202	\$5,894
	1001-3150-001-443000-035	Repairs & Maint. Equip.	\$425	\$300	\$26	\$326
	1001-3150-001-456005	Postage & Courier Service	\$100	\$50	(\$22)	\$28
				\$6,042		

Issue: Transfer is needed to be able to proceed with pending purchases of materials, supplies, repairs and maintenance. Additionally, there is a shortfall for postage and courier services. Transfers will ensure department can effectively operate throughout the remainder of the fiscal year.

Solution: Transfer of funds.

Result: Addressed deficit and balanced line items.

Fiscal Impact

Budget Account Number: NA

Funding Source: NA

Balance: NA

Financial Impact:

NA

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Alberto Torres

Prepared by: Alberto Torres

Department: Constable Precinct 1

Subject:

Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-1370-001-443000-035	Repairs & Maint. Equip.	\$500	\$500	\$500	\$0
	1001-1370-001-456005	Postage & Courier Service	\$500	\$500	\$500	\$0
	1001-1370-001-464005	Books & Subscriptions	\$500	\$500	\$500	\$0
	1001-1370-001-46010	Dues & Memberships	\$500	\$500	\$500	\$0
To:	1001-1370-001-461000	Materials & Supplies	\$2,000	\$2,000	\$1,020	\$3,020

Issue: Funding is needed to purchase supplies and material for the Environmental and Gaming Division.

Solution: Transfer of funds.

Result: Balanced line items.

Fiscal Impact

Budget Account Number: NA

Funding Source: NA

Balance: NA

Financial Impact:

NA

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Diana Rodriguez

Prepared by: Diana Rodriguez

Department: Constable Precinct 3

Subject:

Discussion and possible action to ratify the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-3160-001-462605	Fuel & Lubricants	\$40,000	\$8,449	\$10,649.35	\$2,200,.35
To:	1001-3160-001-456205	Training & Education	\$5,000	\$8,449	\$3,460.80	\$11,839.80

Issue: Constable Pct. 3 does not have enough funding for mandated training to obtain license to operate drone under the FAA rules and regulations.

Solution: Approval to transfer funds to Training and Education budget will ensure department has the necessary funding to have deputy attend training.

Result: By Deputy attending training department will be in compliance with the FAA rules and regulations when operating drone.

Fiscal Impact

Budget Account Number: n/a

Funding Source: n/a

Balance: n/a

Financial Impact:
none

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Olga Sciaraffa

Prepared by: Olga Sciaraffa

Department: County Attorney

Subject:

Discussion and possible action to ratify, the following budget amendment (line item transfer) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2270-001-464010	Dues & Membership	\$3,425	\$400	\$1,412	\$1,012
To:	1001-2270-001-432001	Professional Services	\$3,000	\$400	\$1,150	\$1,550

Issue: Ratify of line item transfer is needed to cover expenditures.

Solution: Ratify of line item transfer in the amount of \$400.00 is needed to cover expenditures.

Result: Line item will properly fund account for the remainder of the fiscal year.

Fiscal Impact

Budget Account Number: na

Funding Source: na

Balance: na

Financial Impact:

na

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Sherri Lee Hernandez

Prepared by: Sherri Lee Hernandez

Department: County Court At Law #1

Subject:

Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2060-001-451160	Detention Hearings	\$3,000	\$1,100	\$1,700	\$600
	1001-2060-001-45800	Administrative Travel	\$10,000	\$1,300	\$2,440	\$1,140
				\$2,400		
To:	1001-2250-001-451003-025	Court Interpreter/Reporter	\$4,250	\$2,400	\$50	\$2,450

Issue: There are pending and future invoices to be paid in the amount of \$2,400.00.

Solution: Transfer money in order to avoid further delay of invoices.

Result: Pending and Future invoices will be paid in a timely manner.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Isidro Alaniz

Prepared by: David Sanchez

Department: District Attorney

Subject:

Discussion and possible action to ratify, by Order, the following budget amendment (line item transfers) within the General Fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2260-001-432001	Professional Services	\$10,500	\$216	\$216	\$-0-
	1001-2260-001-456005	Postage & Courier Services	\$1,500	\$763	\$863	\$100
	1001-2260-001-458000	Administrative Travel	\$13,000	\$185	\$185	\$-0-
	1001-2260-001-464010	Dues & Memberships	\$10,000	\$996	\$996	\$-0-
				\$2,160		
To:	1001-2260-001-461000	Materials & Supplies	\$25,000	\$360	\$649	\$1,009
	1001-2260-001-464010	Books & Subscriptions	\$15,000	\$1,800	\$91	\$1,891
				\$2,160		

Issue: Additional funds are needed in the Materials & Supplies and the Books and Subscription accounts to cover projected expenditures.

Solution: Create a line item transfer.

Result: The line items will have sufficient funds to cover the projected expenditures.

Fiscal Impact

Budget Account Number: 1001

Funding Source: 2260

Balance: N/A

Financial Impact:

There is no additional financial impact to the General Fund.

Attachments

GF Line Item Transfer



**WEBB COUNTY
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

INSTRUCTIONS:

ALL budget appropriation transfer and supplemental budget requests for grants and forfeitures require Auditor's Office pre-approval for court agenda. Please submit the signed form to the Auditor's Office for review along with copy of grant award, terms of award, proof of receipt of additional revenue and/or other backup to support this request for our review. Should pre-approval be granted, the Department will be notified and Auditor's Office will upload the signed form as part of the proposed agenda item. Agenda items will be between Auditor's Office sponsored by the Department requesting the budget amendment.

Requesting Department : Webb County District Attorney Date of Request: 08/28/2019

Request Type (check one):

- Departmental Line Item Transfer
(Check if transfer within existing budget)
- Supplemental Budget
(Check if new unbudgeted revenue / expenditure)

Transfer From / Supplemental Revenue:

Account Number	Account Name	Amount
1001-2260-001-432001	Professional Services	\$216.00
1001-2260-001-456005	Postage & Courier Service	\$763.00
1001-2260-001-458000	Administrative Travel	\$185.00
1001-2260-001-464010	Dues & Memberships	\$996.00
	TOTAL	\$2,160.00

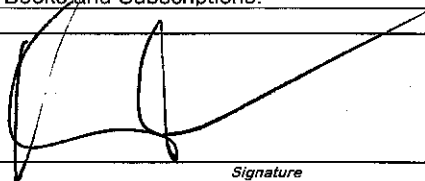
Transfer To / Supplemental Expenditure Accounts:

Account Number	Account Name	Amount
1001-2260-001-461000	Materials & Supplies	\$360.00
1001-2260-001-464010	Books & Subscriptions	\$1,800.00
	TOTAL	\$2,160.00

Justification for Request:

Line item transfer to cover expenditures under Materials & Supplies and Books and Subscriptions.

Approved by Department Signing Authority:
David Sanchez - Chief Financial Officer
Print Name/Title


Signature

FOR AUDITOR'S USE ONLY	
Recommended by County Auditor's Office: _____	Date: _____

FOR BUDGET OFFICE USE ONLY	
Commissioners Court Approval Date: _____	Agenda Item: _____
Date Entered by Budget Office: _____	Initials: _____

Commissioners Court Meeting

Meeting Date: 09/09/2019

VCLG Grant Award Acceptance-Webb County Sheriff's Office

Submitted for: Martin Cuellar, Sheriff

Submitted By: Anita
Guerra

Department: Sheriff

Subject:

Discussion and possible action to authorize the acceptance of a Victim Coordinator and Liaison Grant (VCLG) award in the amount of \$42,000 from the Office of the Texas Attorney General (OAG) as developed, coordinated, written, and submitted by the Webb County Sheriff's Office for the salary and fringe benefits of a crime victim advocate as well as to post and fill the grant-funded position of a Crime Victim Advocate at the pay rate set by the general order, subject to the availability of funds and any applicable civil service guidelines; and authorizing the Webb County Judge to execute all relevant documents; and any other matters incident thereto. This grant does not require a match; and, thus, there will be no impact to the general fund. All required documents were sent to the Economic Development Department and were found in compliance with the Single Point of Contact (SPOC) policy. **[Requested by Martin Cuellar, Webb County Sheriff; Grant Account #2713]**

Issue: Victims of violent crime suffer significant financial duress, emotional trauma, and physical injuries. While the State of Texas has set up a system to compensate these victims for their expenses and financial losses due to death, disabling injuries, and emotional trauma utilizing collected court costs from convicted offenders, the victims often must navigate the complex state compensation system and extensively document their benefit eligibility while still under emotional and physical distress.

Solution: The Webb County Sheriff's Office grant funded Crime Victim Advocate will offer critical support, facilitate/expedite filling out detailed paperwork, provide needed guidance through the bureaucratic process,

and deliver outreach/education to the local community.

Result: Victims of violent crime in Webb County, including victims from special populations, such as children, youth, rural, colonia, monolingual, and elderly populations, will be provided with direct victim services, training, and outreach/education.

Background:

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies.

Previous Court Action:

On April 8, 2019, the Webb County Commissioners' Court voted to authorize the submission of this grant application by the Webb County Sheriff's Office to the Office of the Texas Attorney General (OAG).

Fiscal Impact

Budget Account Number: 2713

Funding Source: Grant Revenue

Balance: \$42,000

Financial Impact:

\$42,000 TOTAL grant funds to pay salary & fringe benefits for a Crime Victim Advocate

Therefore, no impact to the general fund.

Commissioners Court Meeting

Meeting Date: 09/09/2019

Check from Direct Energy/CPL Retail \$1,250.00

Submitted for: Maricela Benavides

Submitted By: Maricela
Benavides

Department: Community Action Agency

Subject:

Discussion and possible action to accept a donation check from the Direct Energy/CPL Retail Energy/WTU Retail Energy Neighbor to Neighbor Program in the amount of \$1,250.00. Webb County Community Action Agency will utilize these funds to assist qualified Direct Energy clients. Authorizing the County Judge to execute all relevant documents, and any other matters incident thereto. **[Requested by Community Action Agency; Account #2924-5170-521-441210]**

Account No.	Account Name	Budget amendment
2924-5170-521-441210	Utilities	\$1,125.00
2924-5170-521-431002	Administrative Expense	\$125.00
2924-5170-357420	Other Revenue	\$1,250.00

Issue: Webb County CAA received a check from Direct Energy/CPL Retail Energy WTU Retail Energy Neighbor to Neighbor Program in the amount of \$1,125.00.

Solution: Webb County CAA will utilize these funds to assist qualified Direct Energy clients.

Result: The clients will be assisted to pay their utility bills from this donation company.

Background:

N/A

Previous Court Action:

The Commissioner's Court approved a check in the amount of \$4,000.00 on April 8, 2018.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

There will be no impact to the General Fund.

Attachments

Check-\$1,250.00

Commissioners Court Meeting

Meeting Date: 09/09/2019

CEAP FY 2019 Amendment # 2

Submitted for: Maricela Benavides

Submitted By: Maricela
Benavides

Department: Community Action Agency

Subject:

Discussion and possible action to accept Amendment No.2 for the Comprehensive Energy Assistance Program (CEAP) Contract #58190003003 from the Texas Department of Housing and Community Affairs (TDHCA) for the Program Year 2019, in the amount of (\$1,783,738.00) ONE MILLION SEVEN HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS and authorizing the County Judge to sign all relevant documents. This action will not have an impact to the General Fund. Documentation has been reviewed by Webb County Economic Development Department and is compliant with SPOC policies and procedures. **[Grant account #2362-5150-3303000]**

Issue: There exists a need for the acquisition of additional grant funding that provides direct client services to eligible elderly, disabled and low-income residents of Webb County.

Solution: To accept Amendment #2 which awards an additional \$41,108.00 in grant funding (a budget increase from \$1,742,630.00 to \$1,783,738.00 for the Comprehensive Energy Assistance Program (CEAP) funded by the Texas Department of Housing and Community Affairs (TDHCA) for the program year 2019.

Result: These funds are intended to assist qualifying clients with their home energy expenses.

Background:

N/A

Previous Court Action:

Commissioner's Court approved CEAP grant award in the amount of \$1,742,630.00 on January 28, 2019.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

There will be no impact to the General Fund.

Attachments

CEAP AMEND# 2

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 58190003003
FY 2019 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

This Amendment No. 2 to Comprehensive Energy Assistance Program Contract Number. **58190003003** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Webb County Community Action Agency**, a Texas nonprofit corporation ("Subrecipient"), hereinafter collectively referred to as "Parties",

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number. **58190003003** ("Contract") on **January 01, 2019** and

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

AGREEMENTS

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

SECTION 1.

The following Contract sections is hereby amended as follows:

1. Section 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$1,783,738.00.**"

2. Exhibit A. Budget And Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Amendment shall be effective and memorializes an effective date of **August 01, 2019**.

WITNESS OUR HAND EFFECTIVE: **August 01, 2019**

SUBRECIPIENT:

**Webb County Community Action Agency
a Texas nonprofit corporation**

By:
Title:
Date:

DEPARTMENT:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas**

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 58190003003
FY 2019 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT A
BUDGET

Webb County Community Action Agency,
a Texas nonprofit corporation

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 1,783,738.00 CEAP FUNDS CURRENTLY AVAILABLE
\$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 128,786.00	-
Direct Services	\$ 1,653,752.00	-
TOTAL CEAP BUDGET	\$ 1,782,538.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 716,984.00	43.35
Utility Assistance	\$ 716,984.00	43.35
Program Services	\$ 219,784.00	13.29
TOTAL DIRECT SERVICES	\$ 1,653,752.00	100.00

Subrecipient's service area consists of the following Texas counties:

WEBB

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s) and if the contract remains open.

If the contract remains open, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses.

If the contract is closed, Subrecipient must return the vendor refund(s) to the Department containing the contract number and appropriate budget line item associated to the refund(s).

Commissioners Court Meeting

Meeting Date: 09/09/2019

Continuation of Payment-Grant Funded Truancy Case Manager-J.P. Pct. 4

Submitted for: Martin Cuellar, Sheriff

Submitted By: Anita Guerra

Department: Sheriff

Subject:

Discussion and possible action to continue paying the salary and fringe benefits of the grant funded Truancy Juvenile Case Manager until grant award notification from the Office of the Governor Criminal Justice Division; and any other matters incident thereto. This grant requires no cash match; and, thus, is at no cost to the county. All personnel cost will be reimbursed with grant funds. **[Requested by Judge Jose R. Salinas, Justice of Peace, Pct. 4; Grant Account #2734]**

Issue: Juvenile truancy is a nationwide problem that negatively affects not only the truant youth and their families but also adversely impacts schools, neighborhoods, and the local community at large. In addition, truant youth are also a great risk for juvenile delinquency and entry into the juvenile justice system. These youth who enter into the juvenile justice system tend to face limited future career, educational, and other socio-economic prospects, especially in the South Texas area.

Solution: Authorization by the court to continue to pay the salary and fringe benefits of the truancy case manager so that she may continue to provide needed prevention, diversion, and intervention strategies through the court of the Justice of the Peace, Precinct 4 in Laredo/Webb County area.

Result: The Office of the Justice of the Peace, Precinct 4 will continue to provide constituents/citizens, families, and their at-risk youth with the needed case management services and diversion strategies to steer these at-risk juveniles from the juvenile and criminal justice system and

keep the Laredo/Webb County community safer, help alleviate the overwhelmed juvenile/criminal justice system, and allow these youth to grow up to be more productive, successful citizens.

Background:

The grant is funded by the Office of the Governor Criminal Justice Division.

Previous Court Action:

This grant is authorized for submission and acceptance by the Webb County Commissioners' Court on a yearly basis.

Fiscal Impact

Budget Account Number: 2734

Funding Source: Grant Revenue

Balance: Various

Financial Impact:

This agenda item concerns a grant; thus, there is no impact to the general fund.

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Denise Siegfried

Prepared by: Denise Siegfried

Department: Justice Of The Peace Pct 1 PI 2

Subject:

Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-2150-001-464010	Dues/Memberships	\$255	\$145	\$145.00	\$0
	1001-2150-001-464005	Books/Subscriptions	\$170	\$170	\$170.00	\$0
	1001-2150-001-460105	Tools/Apparatus	\$85	\$85	\$85.00	\$0
				\$400		
To:	1001-2150-001-458000	Administrative Travel	\$4,000	\$400	\$897.99	\$1,297.99

Issue: Line-item transfer needed to reimburse employees that traveled to San Marcos for a conference on August 19, 2019.

Solution: Line-item transfer will provide the reimbursement.

Result: With the court's approval employees will be reimbursed.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

State Membership for Texas Association for Court Administration CCL1

Submitted for: Joe Lopez

Submitted By: Cesar
Guerra

Department: Purchasing

Subject:

Discussion and possible action to ratify the payment of a membership for a non-profit state association as required by Local Government Code Section §89.002 for the County Court at Law #1 in the amount of Seventy Five (\$75) Dollars to the Texas Association of Court Administrators regarding the annual membership dues. This annual membership fee will be added to the membership master list.

[Requested by Judge Hugo Martinez, County Court At Law #1 Account #1001-2060-001-464010,(Dues and Memberships)]

Issue: Local Government Code Section §89.002 requires that the Commissioners Court may spend, in the name of the county, money from the county's general fund for membership fees and dues of a nonprofit state association of counties if:

- (1) a majority of the court votes to approve membership in the association;
- (2) the association exists for the betterment of county government and the benefit of all county officials;
- (3) the association is not affiliated with a labor organization;
- (4) neither the association nor an employee of the association directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except that this subdivision does not prevent a person from providing information for a member of the legislature or appearing before a legislative committee at the request of the committee or the member of the legislature; and
- (5) neither the association nor an employee of the association directly or indirectly contributes any money, services, or other valuable thing to a

political campaign or endorses a candidate or group of candidates for public office.

Solution: Obtain court approval as required.

Result: Invoices for associations approved by the Court will be processed for payment.

Background:

NA

Previous Court Action:

Non profit State memberships approved by Commissioners' Court on 10-09-18, Item 19b.

Additional non profit state memberships approved by Commissioners' Court on 04-08-19, Item 12b and on 04-23-19, Item 13c.

Fiscal Impact

Budget Account Number: 1001-2060-001-464010

Funding Source: GENERAL FUND

Balance: \$100

Financial Impact:

Funding is available for the membership cost

Attachments

taca membership



Texas Association for Court Administration

Back

Invoice #01242

Balance due: \$75.00

Enter credit card information or
make check payable to TACA and remit to:
Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

or pay offline

Invoice details

Balance due \$75.00

Amount \$75.00

Invoice # 01242

Date 07/02/2019

Origin Member renewal
Regular

Invoiced to Fernando Lozano
lozano@webbcountytx.gov

Item	Amount
Membership renewal. Level: Regular. Renew to 08/01/2020	\$75.00
Invoice total	\$75.00

Commissioners Court Meeting

Meeting Date: 09/09/2019

Approval To Dispose Surplus Equipment

Submitted for: Joe Lopez

Submitted By: Cesar
Guerra

Department: Purchasing

Subject:

Discussion and possible action to authorize the Purchasing Agent to process surplus and/or salvage property in accordance with the Texas Local Government Code, Section 263.152 (Disposition) and to publish notice to public as per Local Government Code Section 263.153 (Notice) for surplus and/or salvage property being auctioned.

Issue: Excess County property that either is salvage property because of time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose it was originally intended for and/or surplus property that that is no longer needed by the department and may have some usefulness for the purpose it was intended and would be transferred for use by another County department or auctioned online to the general public.

Solution: Attempt to sell the County surplus or salvage property by competitive bids or auction, dispose or destroy property that cannot be sold through auction and/or competitive bids because it has deemed worthless or dispose through and/or competitive bids because it has deemed worthless or dispose through a recycling program under which property is collected, separated, or processed and returned to use in the form of raw materials of new products.

Result: Generate revenue from sale of property, reduce County expenditures by transferring surplus property to other departments and make room for future assets turned in by County departments. Excess County property that either is salvage property because of time, accident, or any other cause is so worn, damaged, or obsolete that it has no value

for the purpose it was originally intended for and/or surplus property that may have some usefulness for the purpose it was intended. The Purchasing agent will attempt to sell the County surplus or salvage property by competitive bids or auction, dispose or destroy property that can't be sold through auction and/or competitive bids because its deemed worthless or dispose through a recycling program under which property is collected, separated, or processed and returned to use in the form of raw materials of new products.

Background:

Excess County property that either is salvage property because of time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose it was originally intended for and/or surplus property that may have some usefulness for the purpose it was intended. The Purchasing agent will attempt to sell the County surplus or salvage property by competitive bids or auction, dispose or destroy property that can't be sold through auction and/or competitive bids because its deemed worthless or dispose through a recycling program under which property is collected, separated, or processed and returned to use in the form of raw materials of new products.

Previous Court Action:

Surplus equipment approved to be disposed or auctioned on August 26, 2019, by Commissioners' Court.

Fiscal Impact

Budget Account Number: NA

Funding Source: NA

Balance: NA

Financial Impact:

- Revenue generated from auctions are unknown at this point.
- Any expenditure anticipated may be for advertising/publication of notice.
- Purchasing Department budget has sufficient funding for any advertising expense, if any.

Commissioners Court Meeting

Meeting Date: 09/09/2019

Annual Contract Award

Submitted for: Joe Lopez

Submitted By: Juan
Guerrero

Department: Purchasing

Subject:

Discussion and possible action to award the following Annual Contracts:

Bid 2020-04 Annual Contract for Flexible Base – Emperor Services, Lomas Materials LLC, Martin Marietta, Torrecillas Ranch

Bid 2020-06 Annual Contract for Janitorial Supplies – Executive Office Supply, Ferguson Facilities Supply, Global Industrial, Gulf Coast Paper Co., Hillyard Texas, Interboro Packaging, NCH Corp., Patria Office Supply, Pyramid School Supply, TexChem Corporation

Bid 2020-13 Annual Contract for Processed Foods – Ben E. Keith, Labatt Food Service

Bid 2020-14 Annual Contract for Produce – Westside Produce, Ben E. Keith

Issue: The Annual Contracts listed above expired 09/30/2019.

Solution: The Purchasing Agent solicited for new contracts.

Result: Annual Contracts will provide stable, lowest available and cost efficient prices from responsible bidders for Webb County.

Background:

N/A

Previous Court Action:

Webb County Commissioners Court authorized the Purchasing Agent to solicit for bids on 7/8/19.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Award RFQs

Submitted for: Joe Lopez

Submitted By: Juan
Guerrero

Department: Purchasing

Subject:

Discussion and possible action to award the following Request for Qualifications:

RFQ 2019-011 3 Year Contract for a Medical Doctor - Arturo Garza-Gongora, Laredo Examiners Inc.

RFQ 2019-012 3 Year Contract for a Dentist - Rolando Salazar DDS

RFQ 2019-017 3 Year Contract for an Optometrist - Flores Eye Care Clinic

RFQ 2019-018 3 Year Contract for Counseling Services - Brandi Velasco LMFT, PILLAR

RFQ 2019-019 3 Year Contract for a Registered Dietitian - Ana Maria Pena

RFQ 2019-020 3 Year Contract for Mental Health Care - PILLAR, Rollins York & Associates

For professional services to the Webb County Head Start, Youth Village, and Jail Inmate programs and to further authorize the Civil/Legal Department to negotiate the terms and conditions of agreements and all necessary fees.

Issue: The above mentioned contracts are set to expire on September 30, 2019.

Solution: The Purchasing Agent solicited for new contracts.

Result: Award the RFQs and avoid interruption to services required by County departments.

Background:

N/A

Previous Court Action:

Webb County Commissioners Court authorized the Purchasing Agent to solicit for Request for Qualifications on 7/8/2019.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Award RFP 2019-009 Substance Abuse Aftercare Treatment Services

Submitted for: Joe Lopez

Submitted By: Juan
Guerrero

Department: Purchasing

Subject:

Discussion with possible action to accept the ranking and award RFP 2019-009 "Substance Abuse Aftercare Treatment Services" to the highest ranking firm Yuri Avalos; and to further authorize the Civil/Legal Department to negotiate the terms and conditions of the professional services agreement; and any other matters incident thereto. **[Account #2775-4020-001-432091 (Therapy for Substance Abuse)]**

Company Name	Ranking
Yuri Avalos	1
PILLAR	2
Rollins, York & Associates	3

Issue: The current contract expired 8/31/2019.

Solution: Award RFP to highest ranking firm as recommended by the evaluation committee.

Result: Compliance of State Grant requirements.

Background:

Present Commissioners Court with best proposal as evaluated by the selected scoring committee.

Previous Court Action:

Commissioners Court authorized the Purchasing Agent to solicit Request for Proposals on July 8, 2019.

Fiscal Impact

Budget Account Number: 2775-4020-001-432091

Funding Source: Therapy Subst Abuse

Balance: 37,080.00

Financial Impact:

Account 2775-4020-001-432091

Therapy for Subst Abuse

Balance: 37,080.00

Commissioners Court Meeting**Meeting Date:** 09/09/2019**Submitted for:** Christina Moncivais**Prepared by:** Christina Moncivais**Department:** Sheriff**Subject:**

Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the General fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	1001-3010-001-456005	Postage & Courier	\$8,000	\$3,000	\$4,171.96	\$1,171.96
	1001-3010-001-464005	Books & Subscriptions	\$7,000	\$2,931	\$2,931	\$0.00
	1001-3050-001-456205	Training Education	\$2,000	\$2,000	\$2,000	\$0.00
	1001-4070-001-443000-110	Repair Maint. Software	\$15,000	\$2,092	2,292	\$200
	1001-4070-001-456205	Training & Education	\$10,000	\$3,000	\$6,020.33	\$3,020.33
	1001-3010-001-456205	Training & Education	\$40,000	\$4,430	\$4,430.36	\$0.36
				\$21,453		
To:	1001-3010-001-443000-075	Repair Maint. Vehicles	\$210,000	\$4,192	\$469.41	\$4,661.41
	1001-4070-001-441505	Trash Pickup	\$9,000	\$5,400	\$675	\$6,075
	1001-4090-001-461000	Materials & Supplies	\$115,000	\$2,500	\$1,698.91	\$4,198.91
	1001-4070-001-443000-020	Repair Maint Build	\$50,000	\$7,861	\$971.64	\$8,832.64
	1001-4070-001-443000-035	Repair Maint. Equip.	\$45,000	\$1,500	\$0.35	\$1,500.35
				\$21,453		

Issue: Trash Pickup account has pending invoices to be paid. Add money to accounts for final request. Padding repairs for cell at Jail.

Solution: Invoices will be paid. Requisitions can be entered.

Result: Vendors will get paid. Padding can be repaired. PO's can be issued.

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Attachments

Back up

Commissioners Court Meeting**Meeting Date:** 09/09/2019**Submitted for:** Rose Flores**Prepared by:** Rose Flores**Department:** Water Utilities**Subject:**

Discussion and possible action to approve, by Order, the following budget amendment (line item transfers) within the Water Utilities fund:

	Acct. Number	Acct. Name	Adopted	Request	Current	End Bal.
From:	7200-7050-001-456305	Uniforms	\$13,023	\$2,000	\$2,743.00	\$743.00
	7200-7050-001-443000	Repair & Maint. Equip.	\$52,100	\$15,000	\$28,473.00	\$13,473.00
	7200-7050-001-456205	Training & Education	\$25,000	\$8,000	\$8,489.00	\$1,489.00
	7200-7050-001-461000	Materials & Supplies	\$32,000	\$10,000	\$17,573.00	\$7,573.00
	7200-7080-001-443000-055	Repair & Sewer lines	\$13,500	\$10,000	\$10,665.00	\$665.00
	7200-7080-001-443000-105	Repair & Maint. Water Lines	\$4,250	\$3,000	\$3,975.00	\$975.00
	7200-7080-001-456205	Training & Education	\$4,500	\$2,000	\$2,053.00	\$53.00
	7200-7080-001-432001-085	Professional Services & Lab Testing	\$15,800	\$4,000	\$5,597.00	\$1,597.00
				\$54,000		
To:	7200-7050-001-441205	Utilities	\$112,200	\$35,000	\$3,564.00	\$38,564.00
	7200-7080-001-441205	Utilities	\$71,500	\$19,000	\$744.23	\$19,744.23
				\$54,000		

Issue: We were notified by the Business Office of outstanding invoices from Prior FY 2017-2018 budget of equaling to approximately \$50,000 combined from all three Utility Funds (7050,7060, and 7080). These invoices were then paid with current Budget FY2018-2019 funds creating a significant funding deficiency to cover to end of year.

Solution: Transfer Funds from remaining positive account balances.

Result: Continue electrical service for Water Utilities.

Fiscal Impact

Budget Account Number: NA

Funding Source: NA

Balance: NA

Financial Impact:

NA

Commissioners Court Meeting

Meeting Date: 09/09/2019

Youth Village Intercom Upgrade

Submitted for: Joe Lopez

Submitted By: Joe
Lopez

Department: Purchasing

Subject:

Discussion and possible action to approve upgrades to the intercom system for the Webb County Youth Village Detention Center in an amount not to exceed \$355,447.00 from Johnson Controls to include new IP intercom stations, network switches, backup UPS, installation of all equipment, conduit and cabling with new CAT 6e wiring, project management and customer training in accordance with the Texas Local Government Code; Section 271.102 Cooperative Purchasing Program Participation, Source-well Contract No. 031517 SGL. **[Account #1001-2450-001-470000; Capital Outlay Account]**

Issue: Commissioners Court approved the appropriation of funds for the purpose of upgrading the existing intercom system at the Youth Village Detention Center.

Solution: Authorize the proposal submitted by Johnson Control under the Source-well contract.

Result: Finalize the Intercom System upgrades for the Youth Village Detention Center.

Background:

Johnson Control will install a new network compatible system. The new system will be engineered to replace the existing intercom door stations utilizing existing conduit pathways and replacement of the head end equipment including twelve new additional intercom stations.

Previous Court Action:

Commissioners Court approved a Budget appropriation for \$355,447.00 for this project on August 26, 2019.

Fiscal Impact

Budget Account Number: 1001-2450-001-470000

Funding Source: Capital Outlay

Balance: \$356,000.00

Financial Impact:

1001-2450-001-470000 Capital Outlay

Balance: \$356,000.00

Commissioners Court Meeting

Meeting Date: 09/09/2019

La Presa Park Project - Change Order #2

Submitted for: Joe Lopez

Submitted By: Joe
Lopez

Department: Purchasing

Subject:

Discussion and possible action to approve Change Order No. 2 in the amount of Five Thousand Nine Hundred Dollars (\$5,900.00) to Davila Construction, Inc. to remove, relocate and install existing playground equipment for La Presa Community Park Project. The change order will increase the current contract sum from \$118,170.00 to \$124,070.00 and to further authorize the County Judge to sign all relevant documents and any other matters incident thereto. **[2010 Bond Series Account; 3045-6310-001-474501 (Construction in Progress)]**

Issue: The projected splash pad project for the Rio Bravo Community Center will require park space and relocating the existing playground equipment to La Presa Community Park project which in turn will be beneficial to both projects.

Solution: Approve change order number 2 to relocate county owned playground equipment to La Presa Community Park.

Result: The additional playground equipment will enhance the quality of life for Webb County residents and will also provide the required space for the future splash pad projects at Rio Bravo Community Center property.

Background:

None

Previous Court Action:

Commissioner Court approved change order no. 1 for \$7,070.00 on July 22, 2019, item 10.d.

Fiscal Impact

Budget Account Number: 3045-6310-001-474501

Funding Source: 2010 Bond Series

Balance: \$5,712.25

Financial Impact:

Budget Account Number: 3045-6310-001-474501

Funding Source: 2010 Bond

Balance: \$5,712.25

Commissioners Court Meeting

Meeting Date: 09/09/2019

Enterprise Fleet lease renewals 2019-2020

Submitted for: Joe Lopez

Submitted By: Joe
Lopez

Department: Purchasing

Subject:

Discussion and possible action to approve the lease of twenty-one (21) new vehicles to replace those leased vehicles which are expiring between September 30, 2019 through December 31, 2019 with Enterprise Fleet Management Solutions and further instructing the Purchasing Agent to exchange, remove and/or add new lease vehicles to the current lease program and authorizing the County Judge to sign all relevant documents and any other matters incident thereto. **[Multiple Operating Lease Accounts]**

Issue: Out of the 125-leased vehicles, 21 expire between September 30th through December 31st of 2019. Some of the departments currently utilizing these leased units include Building Maintenance, Water Utilities, several community centers, and other departments such as planning and public defender.

Solution: Authorize the Purchasing Agent to order the renewals of all units expiring; discontinue the leasing of units after term expires, or a combination of both options to include the twenty-two recommended flips to secure better monthly rates.

Result: Replacing all units expiring will provide departments with newer units that will operate more efficiently and will decrease any required vehicle maintenance due to age and mileage of vehicle.

Background:

None

Previous Court Action:

None

Fiscal Impact

Budget Account Number: TBD

Funding Source: TBD

Balance: TBD

Financial Impact:

\$232,289.04 (Oct. 19 - Dec. 19)

\$685,551.69 (Jan. 20 - Sept. 20)

\$917,840.73 ~ \$917,841.00 (Projected Annual Budget for renewals and recommended flips).

Current Monthly Expense: \$77,429.68

Adjusted Monthly Expense: \$76,172.41

Est. Savings per month: \$1,257.41 x 9 months=\$11,315.43

projected savings Jan-Sept 2020.

Projected savings may be less, this is the best-case scenario but not all the units will arrive in January. Some may be delivered as late as March of 2020.

Commissioners Court Meeting

Meeting Date: 09/09/2019

County Units Exceeding 90K miles

Submitted for: Joe Lopez

Submitted By: Joe
Lopez

Department: Purchasing

Subject:

Discussion and possible action to authorize the Purchasing Agent to securing pricing from Enterprise Fleet Management and order lease vehicles to replace County units exceeding 90,000 miles as directed by Commissioners Court and in accordance with the Texas Local Government Code; Section 271.102 Cooperative Purchasing Program Participation, Source-Well Contract No. 060618. **[Multiple Operating Lease Accounts]**

Issue: Commissioners Court requested to review all County units exceeding 90,000 miles.

Solution: Review all units meeting the mileage criteria and instruct the Purchasing Agent to secure pricing for the selected units authorized for replacement through the existing leasing program with Enterprise Fleet Management.

Result: Replace the number of authorized units exceeding 90,000 miles as directed by Commissioners Court.

Background:

None

Previous Court Action:

None

Fiscal Impact

Budget Account Number: TBD

Funding Source: Operating Lease Acct

Balance: TBD

Financial Impact:

Budget has not been determined yet. Commissioners Court must first approve the units that will be authorized for replacement.

Commissioners Court Meeting

Meeting Date: 09/09/2019

Health Insurance

Submitted for: Melinda Mata

Submitted By: Melinda
Mata

Department: County Judge

Subject:

Status report and update from Webb County Risk Management Department regarding the county's Employee Health Insurance (to include Third Party Administrative Services) with further discussion and possible action to finalize and approve a one-year extension with Aetna, the county's current health insurance provider, effective January 1, 2020; and any other matters incident thereto, and authorizing the County Judge to sign all relevant documents.

Background:

Previous Court Action:

Commissioners Court Meeting

Meeting Date: 09/09/2019

Archival Plan for Fiscal Year 2019-2020

Submitted for: Margie Ramirez Ibarra, County Clerk **Submitted By:** Vanessa Zapata

Department: County Clerk

Subject:

Public hearing to consider and discuss the Archival Plan for Fiscal Year 2019-2020 for funding of the automation project and records management and preservation services performed by the Webb County Clerk. This plan includes a Records Archive Fee of \$10.00 pursuant to Texas Local Government Code Section 118.025, effective September 1, 2019. **[Account #2003-2310]**

CLOSE PUBLIC HEARING

Background:

This item is placed on the Commissioners Court agenda every year before the approval of the Webb County budget.

Previous Court Action:

Last approved on September 10, 2018, item #28

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Archival Plan for Fiscal Year 2019-2020

Submitted for: Margie Ramirez Ibarra, County Clerk **Submitted By:** Vanessa Zapata

Department: County Clerk

Subject:

Discussion and possible action to approve the Archival Plan for Fiscal Year 2019-2020 for funding of the automation project and records management and preservation services performed by the Webb County Clerk. This plan includes a Records Archive Fee of \$10.00 pursuant to Texas Local Government Code Section 118.025, effective September 1, 2019. **[Account #2003-2310]**

Background:

This item is placed on the Commissioners Court agenda every year before the approval of the Webb County Budget.

Previous Court Action:

Last approved on September 10, 2018, Item #29

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Preservation and Restoration Plan

Submitted for: Esther Degollado, District Clerk **Submitted By:** Maribel Ramirez

Department: District Clerk

Subject:

Public hearing pursuant to Texas Government Code 51.305 to consider and discuss and plan for the preservation and restoration of the District Court records archive pursuant to Texas Government Code Chapter 51, Subchapter D. The plan includes a provision to impose a Records Archive Fee \$10.00 to preserve and restore district court records, effective September 1, 2019.

CLOSE PUBLIC HEARING

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Preservation and Restoration Plan

Submitted for: Esther Degollado, District Clerk **Submitted By:** Maribel Ramirez

Department: District Clerk

Subject:

Discussion and possible action to approve the Preservation and Restoration Records Archive Plan for the District Clerk of Webb County, including the imposition of a \$10.00 fee for documents filed with the District Clerk, effective September 1, 2019, and any other matters incident thereto.

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: N/A

Funding Source: N/A

Balance: N/A

Financial Impact:

N/A

Commissioners Court Meeting

Meeting Date: 09/09/2019

Submitted for: Alberto Torres

Prepared by: Alberto
Torres

Department: Constable Precinct 1

Subject:

Discussion and possible action to approve, by Order, the following budget amendment (line item transfer) within Grant funds:

	Acct. Number	Acct. Name	Request	Current	End Bal.
From:	1001-1130-001-431007-005	Payroll Reserve	\$40		
To:	2660-3150-001-413000	Overtime	\$40	\$(-16)	\$24

Issue: The above line items have deficits due to unforeseen calculations by the grant.

Solution: Transfer of funds.

Result: Balanced accounts.

Fiscal Impact

Budget Account Number: NA

Funding Source: NA

Balance: NA

Financial Impact:

NA

Commissioners Court Meeting

Meeting Date: 09/09/2019

CAA Advisory Board Appointment

Submitted for: Pilar De La Fuente

Submitted By: Pilar
De La
Fuente

Department: Commissioner Precinct 1

Subject:

Discussion and possible action to appoint Jose L. Gutierrez to the Community Action Agency Advisory Board as representative for Webb County Commissioner Precinct 1.

Background:

N/a

Previous Court Action:

Fiscal Impact

Budget Account Number: na

Funding Source: na

Balance: na

Financial Impact:

na

Commissioners Court Meeting

Meeting Date: 09/09/2019

CAA/Bronze Builders LLC Executive Session

Submitted for: Ray Rodriguez

Submitted By: Ray
Rodriguez

Department: Civil Legal Division

Subject:

Discussion and possible action to discuss settlement request/demand letter sent by Attorney for Bronze Ventures, LLC. d/b/a Bronze Builders, regarding construction work performed on three (3) Webb County Community Action Agency (C.A.A.) housing rehabilitation and reconstruction projects; and authorizing the Webb County Judge to sign any relevant documents and any other matters incident thereto.

**[Executive Session is requested pursuant to the Texas Government Code, Title 5, Subchapter D, Section 551.071 (1) (A) & (B)
Consultation with attorney regarding contemplated litigation and/or settlement offer]**

Background:

n/a

Previous Court Action:

n/a

Fiscal Impact

Budget Account Number: n/a

Funding Source: n/a

Balance: n/a

Financial Impact:

n/a
