MAVERICK COUNTY, TEXAS
COMMISSIONERS COURT

REGULAR MEETING NOTICE AND AGENDA

NOTICE is hereby given that a Regular Meeting of the Maverick County Commissioners Court will be held **on Wednesday, May 13, 2026, AT 5:00 P.M.** CST in the Commissioners Courtroom, Maverick County Courthouse, 500 Quarry St., Eagle Pass, Maverick County, Texas.

Public Hearings. During any public hearing, members of the public may participate and there is no registration or participation form requirement.

Public Comment. Members of the public may address the Commissioners' Court during the public comment segment of the meeting. Anyone wishing to speak must complete and submit a Commissioners Court Public Participation Form to the County Judge's Court Coordinator, in person or online, before the meeting begins. Speakers are limited to three minutes to speak.

Accessibility and Accommodations. If a person desiring to attend the meeting in person has any impairment and needs to discuss accessibility or needed accommodation, please contact the County Judge's office at least two business days prior to the meeting.

AGENDA

The following subjects shall be discussed, and the Commissioners' Court may take action on the following:

1. **ESTABLISHMENT OF QUORUM**

2. **CITIZENS COMMUNICATIONS AND RECOGNITIONS**

3. **DECLARATION OF CONFLICT OF INTEREST**

   This is an opportunity for members of the Court to identify and disclose actual or perceived conflicts of interest.

CONSENT ITEMS

Items on the Consent Agenda are considered to be of a routine nature by the Commissioners Court and will be considered by one motion and no separate discussion will occur unless any member of the Commissioners Court desires to remove an item from the Consent Agenda for it to be considered in its normal sequence on the agenda.

4. Discussion and Appropriate Action to increase pay for Justice of The of The Peace Pct. 1 Clerk Sarrah Flores from $15.25hr hourly to $20.00-hour effective May 13, 2026. As per Justice of the Peace Pct.1 Kina Mancha. – Judge Cantu

5. Discussion and Appropriate Action to ratify Mrs. Silvia Gutierrez host a Loteria at the Nick Carr Sports Complex on May 10, 2026. – County Judge

6. Discussion and Appropriate Action to allow Maricarmen Pereales host the 6th annual Eloy Perales Bike-A-Thon on Saturday, May 23, 2026, from 9:00 a.m. to 2:00 p.m. at the Maverick County Lake. – County Judge

7. Discussion and Appropriate Action to extend vacation time for Melissa Rodriguez due to workload. – County Judge

8. Discussion and Appropriate Action to extend vacation time for Pedro D. Hernandez due to workload. - County Judge

9. Discussion and Appropriate Action to approve the extension of vacation time for Jesus De La Garza due to workload. – County Judge

10. Discussion and Appropriate Action to install 2 LED streetlights at 17642 N US Highway 277. – Commissioner Ramos

11. Discussion and Appropriate Action to install an LED streetlight at 17499 N US Highway 277 Quemado Texas. – Commissioner Ramos

12. Discussion and Appropriate Action to install an LED streetlight at 3239 Fresno Loop. – Commissioner Rios

13. Discussion and Appropriate Action to accept a donation of $2,00.00 from Driscoll Health Plan for the Annual Maverick County Back-to-School event on July 29, 2026. – Commissioner Ramon

REGULAR ITEMS

14. Discussion and appropriate action to accept, reject, award contract, or any action thereto for Maverick County Regional Public Defender's Office proposal in accordance with Texas Code of Criminal Procedure Art. 26.044(c).

15. Discussion and appropriate action to approve contract for Maverick County Regional Public Defender's Office in accordance with Texas Code of Criminal Procedure Art. 26.044(d).

16. Discussion and Appropriate Action to enter a pilot program for the use of a driver-assistance vehicle equipped with a license plate reader technology. Program is offered by My Trusted Driver. – County Judge

17. Discussion and Appropriate Action to open a bank account for Senate Bill 3 and create fund accounts for Engineering (professional Services), construction and improvements. – County Judge

18. Discussion and Appropriate Action to approve to submit updated SB3 Project Plan Phase I (Planning) prepared by Streamline Engineering to request advance of $92,430.00 – County Judge

19. Discussion and Appropriate Action to approve advertising for RFP for internet services. – County Judge

20. Discussion and Appropriate Action to open a bank account and create fund accounts for TxCDBG Contract No. CFC23-0422 Quemado Fire Hydrant Project. – County Judge

21. Discussion and Appropriate Action to promote Joshua Silva, full-time Detention Officer, to full-time Sergeant Detention Officer. Mr. Silva will replace Cesar De La Garza, Jr. with a salary of $17.70 per hour with an SB22 supplemental $0.12 per hour for a total of $17.82 per hour. – County Judge

22. Discussion and Appropriate Action to adopt a Resolution for Reserve Officers for Constable Pct. 1. – County Judge

23. Discussion and Appropriate Action to renew the LESO Program. – County Judge

24. Discussion and Appropriate Action to approve a budget adjustment within SB22 grant funds to increase the salary for a vacant legal assistant position in the County Attorney's Office to $43,888.00 plus fringe, effective upon approval. This adjustment reallocates funds from an unused SB22 Line item and results in no additional cost to Maverick County Taxpayers. – Commissioner Ramos

25. Discussion and Appropriate Action to approve FY 26 Budget Amendments. - County Judge

26. Discussion and Appropriate Action to ratify the time-sensitive payments released by County Treasurer and Auditor.

27. Accounts Payable

28. Warrants Pending

29. EXECUTIVE SESSION:

Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:

A. § 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.

1. Amendment No. 3 to Fire and EMS Services Interlocal Agreement. – County Judge

2. *Ruiz v. Maverick County Commissioner's Court, et. al.*, No. 26-04-45515-MCVAJA, In the Maverick County 365th District Court

30. RECONVENE OPEN SESSION

Consider taking action on the following matters:

A. § 551.071. Consultation With Attorney.

1. Amendment No. 3 to Fire and EMS Services Interlocal Agreement. – County Judge

2. *Ruiz v. Maverick County Commissioner's Court, et. al.*, No. 26-04-45515-MCVAJA, In the Maverick County 365th District Court

31. ADJOURNMENT

Dated the 7th day of May 2026

Rolando Jasso
County Judge

FILED
AT 4:40 O'CLOCK P M
MAY 07 2026
SARA MONTEMAYOR
County Clerk Maverick County, Texas
By Deputy

CERTIFICATE

I, the undersigned, do hereby certify that the above NOTICE OF MEETING of the above-named Commissioners' Court is a true and correct copy of the notice and that a true and correct copy of said notice is posted on the bulletin board outside the Courthouse of Maverick County, Texas, at a place readily accessible to the general public at all times on the 7th day of May 2026, and said notice remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.

Posted: May 7th, 2026, 4:40 A.M./P.M.

Rolando Jasso
County Judge

"The Maverick County Commissioners Court reserves the right to adjourn into closed session at any time during the course of the meeting to discuss any matters listed above should such action be necessary as authorized by the Texas Open Meetings Act, Texas Government Code 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.074 (Personnel Matters), 551.0725 (Deliberation Regarding Contract Being Negotiated), or 551.087 (Economic Development) and any other provision under Texas Law that permits this governmental body to discuss a matter in a closed session. Action, if any, will be taken in open session."

MAVERICK COUNTY COURTHOUSE ACCESSIBILITY STATEMENT

This meeting site is accessible to disabled persons. There are two (2) disabled persons' vehicle parking spaces reserved at the courthouse parking lot. Entrance to the courthouse is accessible.

XC: Via-Email

County Commissioners
County Clerk
County Tax Assessor Collector
County Treasurer
County Attorney
365th Judicial District Judge
293rd Judicial District Attorney
District Clerk
Department Heads
News Media
County Sheriff
293rd Judicial District Judge



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **DISCUSSION AND APPROPRIATE ACTION TO INCREASE PAY FOR JUSTICE OF THE PEACE PCT. 1 CLERK SARRAH FLORES FROM $15.25 TO $20.00-HOUR EFFECTIVE APRIL 21, 2026. AS PER JUSTICE OF THE PEACE PCT. 1 KINA MANCHA.**
	DEPARTMENT HEAD REQUESTING: CO. JUDGE
BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

From: jp1 <sflores@co.maverick.tx.us>
Sent: Thursday, April 16, 2026 2:54 PM
To: Pablo Garcia <executive.asst@co.maverick.tx.us>
Cc: kinamancha <kinamancha@yahoo.com>
Subject: AGENDA ITEM

Hello Pablo I need to submit agenda item for the upcoming commissioner court.
If you could please assist me with the correct wording?
Pay increase for Justice of the Peace Pct.1 Clerk Sarrah Flores from $15.25h hourly to $20.00 hourly effective immediately-sponsored by your office if possible.
Thank you, if you should have any question, please call our office
Sarrah Flores



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**DISCUSSION AND APPROPRIATE ACTION TO ALLOW AND RATIFY MRS. SILVIA GUTIERREZ HOST A LOTERIA AT THE NICK CARR SPORTS COMPLEX ON MAY 10, 2026.**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

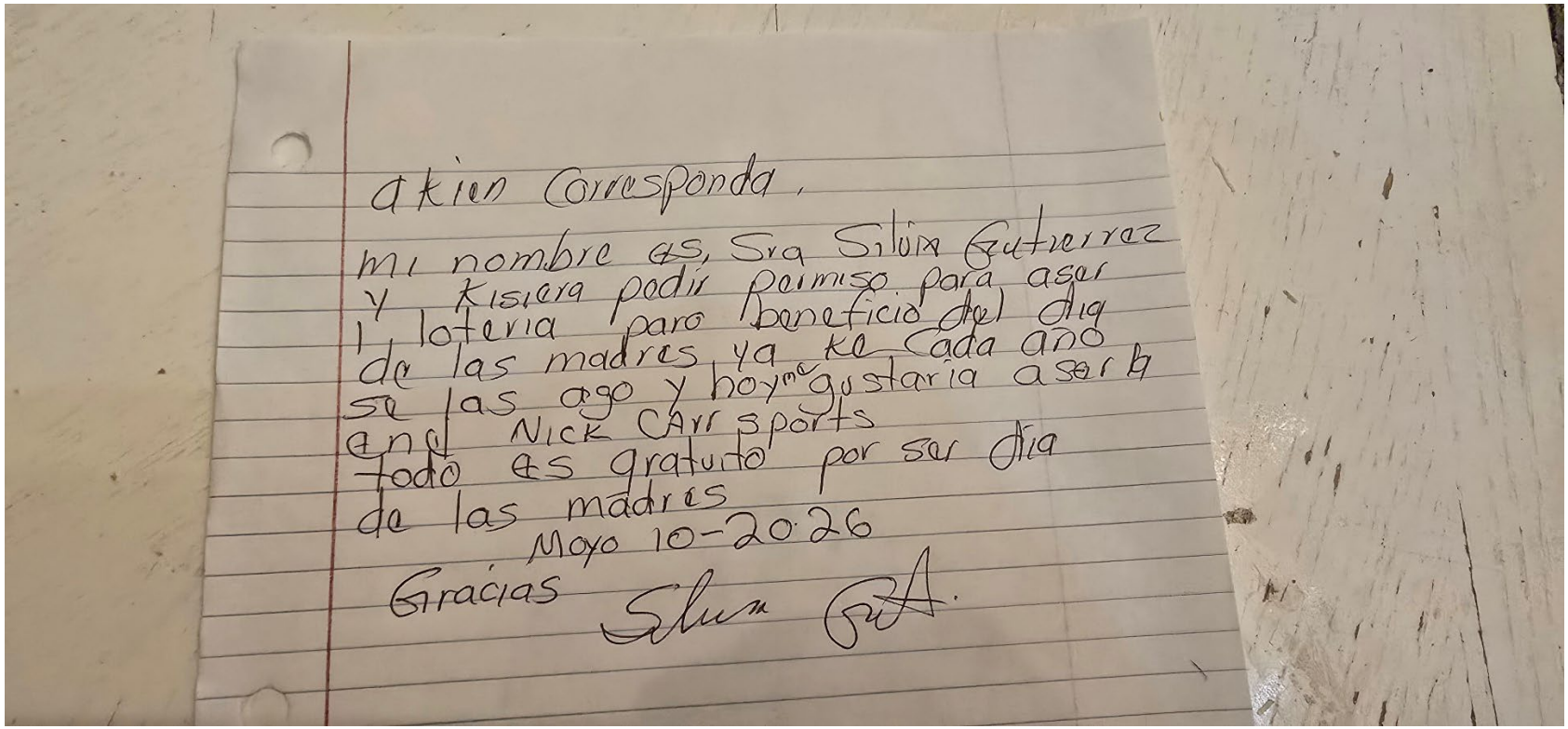
AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:

SUGGESTED MOTION:

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**



A kien Corresponda,

Mi nombre es, Sra Silvia Gutierrez
y kisiera pedir permiso para aser
1 loteria paro beneficio del dia
de las madres ya ke cada ano
se las ago y hoy me gustaria aser la
en el Nick Carr sports
todo es gratuito por ser dia
de las madres
Mayo 10-2026
Gracias
Silvia G.A.



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**DISCUSSION AND APPROPRIATE ACTION TO ALLOW MARICARMEN PERALES HOST THE 6TH ANNUAL BIKE-A-THON ON SATURDAY, MAY 23, 2026, FROM 9:00 A.M. TO 2:00 P.M. AT THE MAVERICK COUNTY LAKE.**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	

BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

April 6, 2025

TO WHOM IT MAY CONCERN:

We are requesting the use of the Amphitheatre at the Maverick County Lake for Saturday, May 23, 2026, 9 am to 2 pm. This would be for the 6th Annual Eloy Perales Bike-A-Thon.

For the past five years we have been celebrating the life of Mr. Eloy Perales who was known to exercise at the lake for many years. Throughout all the years of jogging then riding his bike at the lake he met many people in our community. He is remembered for riding his bike daily and always encouraging everyone he would encounter.

Different groups perform at the event and scholarship recipients are announced.

Those in attendance enjoy a bike ride, a walk, and food treats. There is no cost for any of the activities or food items.

The Eloy Perales Bike-A-Thom promotes exercise and awards scholarships to senior graduates from both high schools.

Please feel free to contact me at (830)776-0194 if you have any questions on this event.

Thank you,

Maricarmen Rangel

(830) 776-0194



CONSENT ITEMS

7

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**Action to approve the extension of vacation time for Melissa Rodriguez due to workload.**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	Sheriff Tom Schmerber

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
AGENDA ITEM SPONSOR COMMENTS:
LEGAL COUNSEL COMMENTS/RECOMMENDATION:
ATTACHMENTS:
SUGGESTED MOTION:

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

SHERIFF OF MAVERICK COUNTY

ROBERTO PARRA
JAIL ADMINISTRATOR

TOM SCHMERBER
SHERIFF

ROBERTO DE LEON
CHIEF DEPUTY

May 1, 2026

The Hon. Ramsey English Cantu
Commissioners Court
Maverick County Courthouse
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852

To the Hon. Judge English Cantu and Hon. Members of Commissioners Court:

Discussion and possible action to approve the extension of vacation time for Melissa Rofriguez due to work overload.

Thank you for your time and continued assistance.

Tom Schmerber

The Hon. Tom Schmerber, Sheriff

1051 BALBOA JONES MEMORIAL
EAGLE PASS, TX 78852

1 MILE EAST ON HWY. 57
TELEPHONE: (830)773-2321
FAX: (830) 752-1413



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**Action to approve the extension of vacation time for Pedro D. Hernandez due to workload.**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	Sheriff Tom Schmerber

BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

SHERIFF OF MAVERICK COUNTY

ROBERTO PARRA
JAIL ADMINISTRATOR

TOM SCHMERBER
SHERIFF

ROBERTO DE LEON
CHIEF DEPUTY

May 4, 2026

The Hon. Ramsey English Cantu
Commissioners Court
Maverick County Courthouse
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852

To the Hon. Judge English Cantu and Hon. Members of Commissioners Court:

Discussion and possible action to approve the extension of vacation time for Pedro D. Hernandez due to work overload.

Thank you for your time and continued assistance.

The Hon. Tom Schmerber, Sheriff

1051 BALBOA JONES MEMORIAL
EAGLE PASS, TX 78852

1 MILE EAST ON HWY. 57
TELEPHONE: (830)773-2321
FAX: (830) 752-1413



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**Action to approve the extension of vacation time for Jesus De La Garza due to workload.**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	Sheriff Tom Schmerber

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
AGENDA ITEM SPONSOR COMMENTS:
LEGAL COUNSEL COMMENTS/RECOMMENDATION:
ATTACHMENTS:
SUGGESTED MOTION:

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

SHERIFF OF MAVERICK COUNTY

ROBERTO PARRA
JAIL ADMINISTRATOR

TOM SCHMERBER
SHERIFF

ROBERTO DE LEON
CHIEF DEPUTY

May 5, 2026

The Hon. Ramsey English Cantu
Commissioners Court
Maverick County Courthouse
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852

To the Hon. Judge English Cantu and Hon. Members of Commissioners Court:

Discussion and possible action to approve the extension of vacation time for Jesus De La Garza due to work overload.

Thank you for your time and continued assistance.

_____

The Hon. Tom Schmerber, Sheriff

1051 BALBOA JONES MEMORIAL
EAGLE PASS, TX 78852

1 MILE EAST ON HWY. 57
TELEPHONE: (830)773-2321
FAX: (830) 752-1413



CONSENT ITEMS

10

COMMISSIONER'S COURT COMMUNICATION

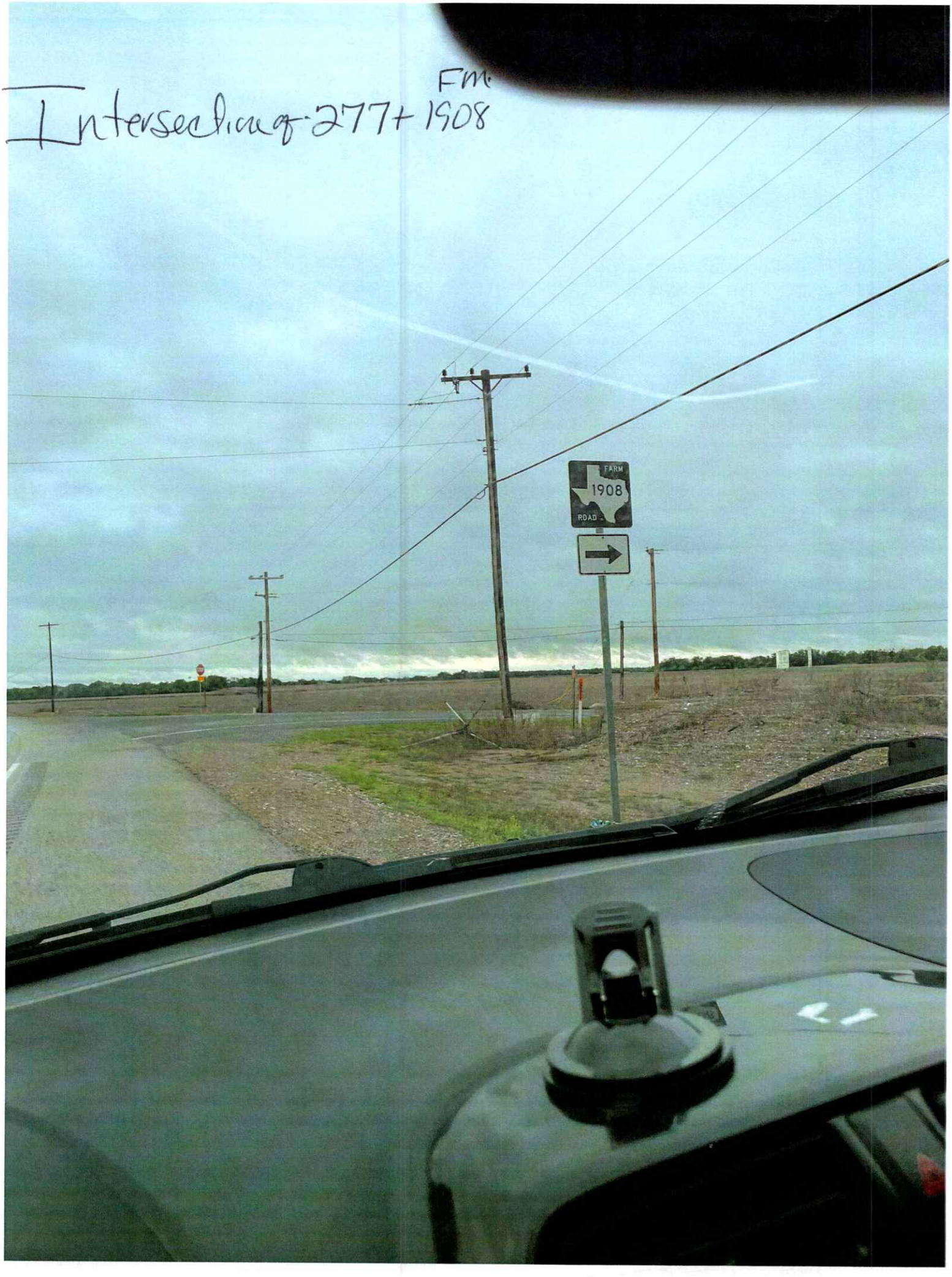
EMAILED April 23, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: 1. Discussion and Appropriate Action to install 2 LED street lights at 17642 N US Hwy 277.
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING: Commissioner Olga Ramos
BACKGROUND/PREVIOUS ACTION:	
COST: None	BUDGETED LINE ITEM: None
RECOMMENDATION FROM DEPARTMENT DIRECTOR: As Recommended	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS: See Picture	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

2 Lights
Close to this Address
Gilbert Aza
17642 N US Hwy 277




Intersecting FM 277 + 1908
FARM
1908
ROAD



CONSENT ITEMS

11

COMMISSIONER'S COURT COMMUNICATION

EMAILED April 23, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: 1. Discussion and Appropriate Action to install an LED streetlight at 17499 N Us Hwy 277 Quemado Texas.
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING: Commissioner Olga Ramos
BACKGROUND/PREVIOUS ACTION:	
COST: None	BUDGETED LINE ITEM: None
RECOMMENDATION FROM DEPARTMENT DIRECTOR: As Recommended	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS: See Picture	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**


Frank Flores
17499 N US Hwy 277
Quemado



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: "Discussion and appropriate action to install an LED street light at 3239 Fresno Loop."
SPONSORED BY: Commissioner Rios	DEPARTMENT HEAD REQUESTING: Commissioner Precinct 2 Rosanna Rios
BACKGROUND/PREVIOUS ACTION: A resident on Fresno Loop has informed us that the area is poorly lit, making it unsafe at night.	
COST: No cost to the community.	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Improving the lighting in this area will enhance accessibility and security, fostering a safer environment for all users.	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

ROSANNA "ROXI" RIOS
MAVERICK COUNTYCOMMISSIONER PCT. 2
Phone: (830)752-4472 Fax: (830)752-1219
commissioner.pct2@co.maverick.tx.us
253 Ruela Dr. Eagle Pass, TX 78852

To whom it may concern,

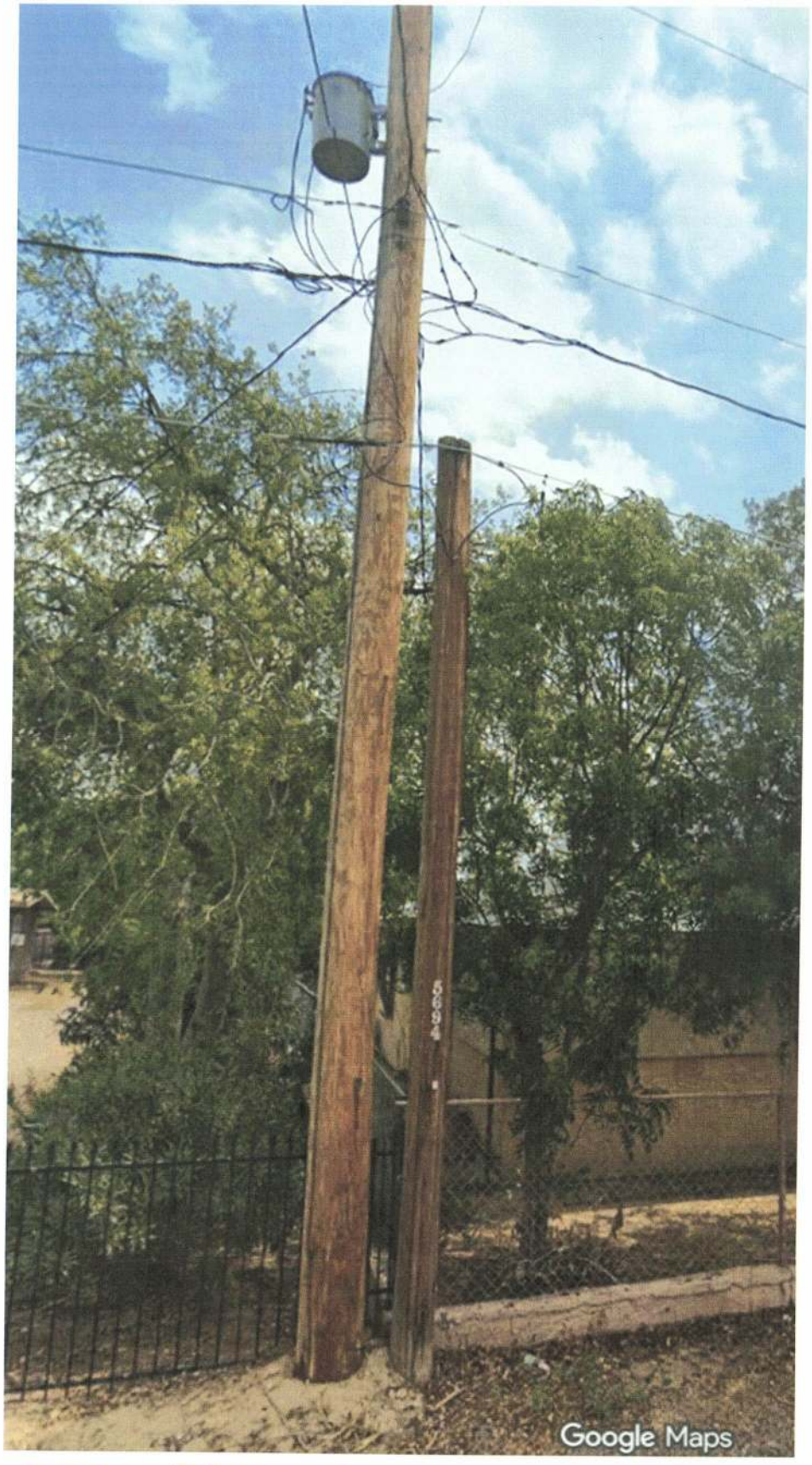
I would like to formally request that the following item be added to the upcoming agenda: a discussion and appropriate action to install an LED street light at 3239 Fresno Loop.

A resident on Fresno Loop has expressed their concern about the inadequate lighting in the area, which makes it feel unsafe at night. We understand how important it is to feel secure in your neighborhood, and we appreciate bringing this issue to our attention.

Thank you for considering this important request.

Rosanna Ríos

ROSANNA "ROXI" RIOS
COMMISSIONER PCT.#2



3239 Fresno loop



CONSENT ITEMS

13

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
May 2026	Discussion and appropriate action to accept a donation of $2,000.00 dollars from Driscoll Health Plan for the Annual Maverick County Back-to-School Event on July 29, 2026.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Ms. Yolanda P. Ramon Maverick County Commissioner Pct. 1	Administrative Office Pct. 1

BACKGROUND/PREVIOUS ACTION:	

COST:	BUDGETED LINE ITEM:
No Cost	None Required

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
AGENDA ITEM SPONSOR COMMENTS:
LEGAL COUNSEL COMMENTS/RECOMMENDATION:
ATTACHMENTS:
SUGGESTED MOTION:

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

Interoffice Memorandum

To: Maverick County Commissioners Court
From: Administrative Office of Precinct 1
Date: May 6, 2026
Subject: Driscoll Health Plan Sponsorship – 2026 Back-to-School Community Event

Attached for Commissioners Court consideration is correspondence received from Mr. Reymundo Cruz, Community Outreach Ambassador for Driscoll Health Plan, confirming Driscoll Health Plan's intent to sponsor the 2026 Back-to-School Community Event in the amount of $2,000.00.

Due to the time-sensitive nature of the upcoming event scheduled for Wednesday, July 29, 2026, Precinct 1 respectfully requests consideration and approval to accept the anticipated donation upon receipt. Although the physical check is currently being processed and prepared for mailing by Driscoll Health Plan, the attached correspondence serves as written confirmation of the sponsorship commitment.

Approval at this time would allow Precinct 1 to begin coordinating and preparing for the purchase of essential event materials and supplies necessary for the successful planning and execution of the community event benefiting local students and families.

Once received, the donation check will be submitted in accordance with all County procedures and requirements.

Please let me know if any additional information is needed to proceed with this request.

Respectfully,

Yolanda P. Ramon
Maverick County Commissioner Pct. 1

YR/cp

Carmen Ponce

From: Reymundo Cruz <Reymundo.Cruz@dchstx.org>
Sent: Wednesday, May 6, 2026 1:18 PM
To: Carmen Ponce
Cc: Yolanda Ramon; Alexandra Garza
Subject: Driscoll Health Plan Donation for 10th Annual Back to School Health Fair

Good afternoon Ms. Ponce,

Thank you for providing me with the documentation we had be discussing last week. I have submitted my sponsorship request to my manager and I am glad to report that it was approved.

Driscoll Health Plan will be able to provide a sponsorship in the amount of $2,000 for the 10th Annual Driscoll Health Plan & Maverick County back to school Health Fair.
We look forward to collaborating with you and Maverick County to provide this back to school event to benefit all students in the area and no cost.

The check will be physically mailed to the address on the County W9 that was provided.

Please let me know if you have any questions.

Regards

Reymundo Cruz
Community Outreach Ambassador
Driscoll Health Plan – Laredo Laredo Office
O: (956) 728-6330| C: (956) 451-2435
driscollhealthplan.com

Disclaimer: This email and its content are confidential and intended solely for the use of the addressee. Please notify the sender if you have received this email in error or simply delete it.



REGULAR ITEMS

14

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to accept, reject. award contract, or any action thereto for Maverick County Regional Public Defender Office proposal.
SPONSORED BY: County	DEPARTMENT HEAD REQUESTING: Auditor Office - Grants
BACKGROUND/PREVIOUS ACTION:	
COST: None	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

RFP# FY26-04: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

COMPANY	PROPOSER INFORMATION	PROPOSAL REQUIREMENTS	1295 FORM	REFERENCES	CIQ	
TEXAS RIOGRANDE PUBLIC DEFENDER	YES	YES	Upon Contract Award	YES	Upon Contract Award	

TEXAS RIOGRANDE PUBLIC DEFENDER



Proposal for Maverick, Dimmit, and Zavala Regional Public Defender Office

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Texas RioGrande Public Defender
466 Jefferson St, Ste B
Eagle Pass, TX 78852

ABILITY TO PROVIDE SERVICES; TRAINING; PROTOCOL FOR INVESTIGATORS AND EXPERTS

Texas Rio Grande Public Defender's Maverick County Regional Public Defender will continue to provide comprehensive legal representation to indigent defendants in felony and misdemeanor cases in Dimmit, Maverick, and Zavala counties. The program aims to ensure that all qualifying individuals receive fair, effective, and timely legal counsel, while promoting efficiency in handling caseloads. By creating a unified, well-resourced office, the program will address the current challenges of inconsistent legal defense, lack of resources, and overloaded caseloads in these rural counties. The office will address a regional shortage of attorneys available to take indigent cases by creating a legal team dedicated to indigent defense in the tri-county. TRGPD will provide training opportunities, develop the skills of all staff members, and attract talent into the area. The program will ensure the provision of client-centered representation, adherence to statutory, procedural, and ethical guidelines, and uphold standards of professionalism. The program aims to increase local appointment of counsel rates, ensure timely representation, minimize the amount of time indigent defendants are detained due to delays, and provide a reliable, skilled, and professional institutionalized defense function to the local courts. Ultimately, the program will improve access to justice and support the constitutional rights of defendants across the region.

Texas RioGrande Public Defender has already begun taking appointments in the 365th Judicial District due to the shortage of attorneys. Since we began on February 9th, we have accepted over 60 appointments, filed motions to reduce bond for individuals who had been over-detained, worked to recruit a Chief Public Defender, and established an office presence of full time staff.

About TRGPD

Texas RioGrande Public Defender is one of the oldest rural public defenders in Texas. Formerly Texas RioGrande Legal Aid, TRGPD began serving South and West Texas shortly after the passage of the Fair Defense Act in 2001. Leaders in the organization recognized the tremendous need for consistent access to zealous, constitutionally-

prescribed counsel. As such, TRGPD has played an integral role in the expansion of public defense throughout rural Texas. Over the past twenty years, we have operated public defender offices in fourteen different counties and represented thousands of individuals prosecuted under Operation Lone Star, including hundreds in Maverick, Dimmit, and Zavala counties.

TRGPD's extensive track-record providing counsel in rural Texas has conferred a deep well of institutional knowledge to its staff and leadership.

The current Executive Director, David Silberthau, is a dedicated, qualified, and dynamic leader. Holding a Bachelor of Arts from Columbia University and graduating with honors from the University of Chicago Law School, David served as a line defender in the Bee County Public Defender Office. There, he practiced in eight counties across South Texas. After clerking for federal judges on the district court (the Honorable Michael M. Baylson) and appellate level (the Honorable Joshua P. Kolar), he returned to Texas to lead TRGPD into its next chapter.

Other core executive team members, including TRGPD's Director of Operations, Stephanie Carnero, have similarly devoted their careers to serving indigent clients. Previously, Stephanie worked at the El Paso County public defender and for the Managed Assigned Counsel system in San Antonio.

TRGPD's mission is to represent people on the frontlines to improve the delivery of justice in Texas. Establishing a first-ever public defender office in Maverick County aligns with our core values to serve the most vulnerable where the need is great.

Problem Statement

The current system of indigent defense in Dimmit, Maverick, and Zavala counties is inadequate to meet the needs of the growing populations and increasing caseloads. Few attorneys in the area are willing and able to serve on the appointment wheels of our counties, and many who do are often juggling numerous obligations and appointed to far too many cases. For instance, prior to TRGPD beginning its work, there were **no attorneys** taking felony appointments in the 365th Judicial District. Appointment of counsel rates in the tri-county area are well below the state average in almost all categories. Many indigent defendants are currently held in jail for long periods of time due to delays in receiving legal representation, which not only undermines their right to due process and a fair trial, but also imposes significant

financial strain on the county's jail system. The lack of sufficient indigent representation in the area has resulted in high jail population, slow case resolution times, and prolonged detention. These issues have garnered local and national attention. There is widespread recognition in the region that the indigent defense function is currently inadequate to meet the needs of the community. However, due to a lack of financial resources and absence of institutionalized indigent defense in the region, it is difficult for the courts and local stakeholders to address the problem.

Objectives

1. Increase annual appointment of counsel rates and time between request and appointment of counsel for misdemeanor and felony cases in the tri-county region.
2. Ensure compliance with statutory guidelines for appointed counsel contact with clients, namely, make every reasonable effort to contact the client not later than the end of the first working day after the date on which the attorney is appointed and to interview the defendant as soon as practicable after the attorney is appointed.
3. Decrease jail utilization and costs.

    a. Review jail logs weekly to monitor, record, and evaluate arrest and detention data.

    b. Enforce compliance with state magistration timelines and bond-setting laws and improve access to justice by conducting pre-trial bond advocacy.

    c. Secure timely release of all indigent defendants whose charges are not filed within the statutory window, reducing jail costs and civil lawsuit exposure.

    d. Provide support to clients to ensure compliance with conditions of release and in turn decrease rates of subsequent re-detention.

    e. Advocate for alternatives to incarceration, including substance abuse counseling, mental health treatment, and community-based programs.
4. Enforce TIDC caseload guidelines.

a. Actively monitor attorney case assignments to ensure appropriate caseload balancing and TIDC caseload compliance across the program.

b. Monitor the flow of appointments to confirm intakes are consistent with the contracted appointment numbers.

c. Collect, compile, and distribute data related to case dispositions.

5. Increase court docket efficiency.

    a. Coordinate docket schedules across the three counties.

    b. Ensure that a public defender representative is present for all properly noticed dockets.

    c. Decrease case resets and court backlogs that are the result of conflicting obligations of private counsel.

    d. Address communication issues that contribute to failure to appear rates.

6. Provide monthly reports that include the following data:

    a. Caseload snapshot of total public defender program caseload by case type

    b. Total new monthly appointments

    c. Total monthly dispositions

7. Provide TIDC standardized quarterly reports that include the following data:

    a. Narrative summaries of program highlights and challenges

    b. In-depth case data (appointments, dispositions, time in custody, bond advocacy, substantive motions filed, jury trials held, etc.)

    c. Financial progress reports.

8. Establish a public defender oversight board whose function is to monitor and evaluate the public defender's office, ensuring its adherence to standards and best practices.

9. Conduct annual case data reviews and compile annual IDER report data to assist the counties in their reporting obligations.

10. Utilize TRGPD expertise to decrease the indigent defense function burden on county resources.

Activities

Implementation and Training

As Maverick County has already seen, TRGPD has specialized, expert knowledge in how to establish, grow, and maintain robust public defender offices. TRGPD is one of the oldest public defender programs in the state, having run offices in over ten counties across South Texas. Its Executive Team brings substantial personal experience practicing in Maverick County and rural communities.

Additionally, TRGPD has already demonstrated its strong commitment to Maverick County. Since its current Executive Director began in September, 2025, he has worked with the counties to manage financial challenges and communicated with the courts about how to ramp up its services. In the effort, TRGPD helped the County secure additional funding in December 2025 to launch indigent defense services. TRGPD has already established a physical presence in Maverick County and is actively recruiting, with many interviews ongoing. Amid this transition, TRGPD has begun addressing the pressing needs of the counties, namely, representing individuals in pretrial custody. Simply put, TRGPD is ready to hit the ground running. It already has.

More broadly, TRGPD has specialized knowledge and considerable experience in the creation and implementation of new public defender programs and administering programs funded jointly by TIDC and county partners. The existing infrastructure includes: case management software, legal research partnerships, in-house training and professional development, access to third-party training and education programs, recruitment networks for attracting qualified attorneys and staff, onboarding training for new hires, extensive expertise in workflow processes, data collection and data integrity assurance measures, coordinating with local stakeholders to carry out the defense function, and providing internal safeguards to ensure the provision of quality, client-centered representation. The organization's current infrastructure reduces the upfront resource expenditure that would be required for the counties to establish such a program from scratch. TRGPD brings to the county the support of a non-profit executive team with considerable experience in this area to assist in data collection and reporting and the administrative and managerial demands of implementing such a program, as well as a network of attorneys and staff serving other programs to provide insight and support to the newly established Maverick RPD team.

TRGPD is able to leverage its significant existing workforce across other divisions to train new employees. Investigators and paralegals are trained by other investigators and paralegals within the organization on how to use TRGPD systems, including its case management software, issuing subpoenas, electronic docketing, discovery upload, and drafting motions.

The Chief Public Defender will develop an on-boarding program for attorneys to acquaint them with the mechanical processes for appointments and work in the jurisdictions, as well as best practices for representing clients. TRGPD regularly revises and renews its policy handbook that lays out best practices of representation.

Operation

TRGPD has extensive experience coordinating with local stakeholders to address the specific needs of the jurisdiction. Our team of professionals regularly meet with local officials to discuss program operations and address concerns at the local level. TRGPD will be an integral part of the criminal justice function, and will collaborate with judges, court staff, prosecuting agencies, probation and pre-trial services, and jail staff as appropriate to carry out the defense function.

TRGPD has expertise navigating the requirements of TIDC grant funding, and the skills and capacity to conduct the requisite data collection, reporting, and advocacy related to grant funding.

TRGPD has developed protocols for all stages of representation and carrying out the indigent defense function. From intake through disposition, dedicated and skilled staff are responsible for the following:

1. Tracking and monitoring attorney case assignments and compliance with client contact timelines.
2. Conducting thorough new client intake and inputting all relevant data into our case management system.
3. Monitoring jail logs provided by regional jails and tracking client/potential client custodial status.
4. Conducting pre-trial bond advocacy.
5. Calendaring important statutory deadlines, court dates, filing deadlines, and docket control orders.
6. Filing standard motions and notice of representation in all cases.

7. Conducting timely requests and review of discovery, necessary legal research, drafting and filing of substantive motions, and any other necessary case preparations.
8. Conducting mitigation interviews with clients and compiling relevant information to improve case outcomes.
9. Ensuring prompt and prepared attendance at all court hearings.
10. Upholding statutory and ethical standards related to the attorney-client relationship.
11. Providing training opportunities for all staff, both in-house and through third party partners.
12. Utilizing a robust staffing model that prioritizes efficiency of time resources and utilizes the expertise of various professionals.

Protocol for Investigators and Experts

Per the Request for Proposal, TRGPD outlines the specific procedures for engaging and utilizing investigators and procuring expert witnesses in relevant cases

Investigators

Our in-house investigators are critical fact-finders in helping build our client's case. Their role is to uncover facts, gather evidence, interview witnesses, and provide a critical perspective on the State's case. When a case is better suited for mitigation, Investigators help unearth our client's support networks and social history so we can present the full picture of our client.

- Role of the Investigator:
    1. Conducting witness interviews (complainants, law enforcement, lay witnesses).
    2. Locating and serving subpoenas.
    3. Visiting and documenting crime scenes (photos, videos, diagrams).
    4. Gathering and analyzing physical evidence, video footage, and records.
    5. Preparing detailed investigative reports.
- Engaging an Investigator:
    1. Brainstorm: Investigators are co-strategists with attorneys. Attorneys meet with them to discuss the case theory and objectives.

2. Develop a Plan: Attorneys create living documents for investigators to work off of regarding pending tasks, future tasks, and ideas to help build cases.
3. Put it in Writing: Attorneys submit requests for investigative assistance via email or in TRGPD's case management system. Attorneys provide investigators with case goals, all relevant discovery, and specific tasks needing completion.
4. Conflicts Review: Once discovery has been uploaded to LegalServer, investigators review the discovery to determine whether there are any potential conflicts of interest. Conflicts likely exist in the below circumstances (non-exhaustive):
    - TRGPD has been appointed to a co-defendant in the case.
    - TRGPD has previously represented a material witness in the case whose interests are adverse, or are likely to become adverse, to the present client.
    - TRGPD employees have a personal or financial relationship with a material witness in the case that would interfere with the attorney's ability to provide counsel consistent with the professional rules of ethics.

- Key Investigative Tasks:
    1. Scene Visit: Investigators visit the scene of the alleged incident, preferably close in time to the relevant events. They take photographs and videos to document the scene.
    2. Witness Interviews: The defense investigator should conduct interviews when possible. If an attorney conducts an interview, a third party (e.g., another staff member, investigator) must be present to act as a potential impeachment witness.
    3. Obtain Records: Investigators use subpoenas and Public Information Act requests to obtain copies of records (police reports, 911 calls, medical records, school records, etc.).

Expert Witnesses

In some cases, the assistance of an external expert is necessary to challenge the State's evidence or present a defense.

- Types of Experts: This may include forensic scientists (DNA, ballistics), medical examiners, psychologists/psychiatrists, accident reconstructionists, or experts on police procedures.
- Procedure for Retaining an Expert:

1. Identify the Need: Attorneys will consult with their Managing Attorney to determine if an expert is necessary and appropriate for the case based on the case theory, strength of the case with or without an expert, and the need for an expert to explain or contextualize an issue otherwise remote from a factfinder's comprehension. The attorney and managers will also consider whether the expert should be a testifying or consulting expert.
2. Soliciting a Quote: After consultation with supervising attorneys, the primary attorney will solicit quotes from relevant, strong experts for their services, both in a testifying and consulting capacity.
3. Request Funds: TRGPD's budget includes a *limited* amount of funding designated for experts. The Chief Public Defender must approve any request for expert funding. Any requests for over $5,000 in funds must be submitted to the Executive Director. Executive Director approval is also necessary when engaging an expert would exhaust all internal funds and require a request for funds from the courts. Any motion pursuant to the Texas Code of Criminal Procedure Art. 26.05 requesting expert funds from the court will detail why the expert is necessary for the defense.
4. Engage the Expert: Once the funding has been approved, the attorney can formally engage the expert.
5. Give Notice: Provide Notice to the State at least 20 days ahead of the trial date if the expert is expected to testify at trial.
6. Manage Communication: All communication with the expert will be carefully documented. Their work product is protected under the work-product doctrine.

Evaluation

TRGPD's case management software will serve as the primary source of all relevant and necessary data for TRGPD's reporting obligations and case tracking. This data will also assist the county and TIDC in evaluating progress towards the program's objectives.

LegalServer allows detailed tracking of each case assignment, including date of arrest, dates of custodial status, hosting discovery documents and media, logging case notes from various team members, and tracking case assignments per attorney.

Data that will be collected, reported, and evaluated here will include:

- Average number of days between appointment and initial client contact
- Monthly public defender case dispositions, to be compared against county records
- Quarterly reports will note additional services provided to public defender clients, specifically tracking mental health referrals, substance abuse counseling assistance, social services, and immigration consultations
- Number of cases assigned to the public defender office and each of its attorneys to remain within TIDC case caps.

The Public Defender Oversight Board holds quarterly meetings to review quarterly program and financial reports, discuss program progress, and receive updates. Annually, a financial report will be submitted to the county commissioners.

Program implementation is estimated to take approximately six months. During that time frame, progress check-ins will occur bimonthly for hiring as well as for office openings.

BUDGET—DESCRIPTIVE FORM AND LINE ITEMS

Per the executed and accepted grant award from TIDC. As outlined in the modified TIDC grant award, in the first year of operation, Maverick County will pay a maximum of $60,001, Dimmit County will pay a maximum of $36,529 and Zavala County will pay a maximum of $24,353 toward the budgeted services. TIDC will contribute a maximum of $1,401,171 toward the proposed contract.

Summary Version:

The personnel budget, $1,158,416.97, includes investigators who conduct interviews with complainants, witnesses, and law enforcement. Caseworkers/Peer Support Specialists who work closely with people experiencing challenges around mental health, substance use, disabilities, and incarceration to improve case outcomes. Paralegals who provide legal, administrative, and clerical support to attorneys. Misdemeanor and felony public defenders deliver zealous, client-centered representation for individuals facing criminal charges, along with felony defenders handling more complex cases. The Managing Public Defender combines direct felony defense work with supervision of attorney staff, while the Chief Public Defender

provides overall strategic leadership and management for the regional office. And a dedicated Padilla Attorney to ensure clients are constitutionally advised about any immigration consequences in their case, a particularly important right in border county prosecutions.

The non-personnel budget, $363,628.74, supports the launch and operation of a regional public defender office located in Eagle Pass and serving Maverick, Dimmit, and Zavala Counties under a contract with TRGPD. Cost estimates are modeled off of TRGPD's historical expenses with other regional offices and other public defender offices across the state. It covers essential operating needs such as rent, utilities, telecommunications, and office supplies, along with case-related costs like expert witnesses and legal research. Funding also supports staff development through CLEs and other trainings, interpretation services for non-English or non-Spanish speakers, and technology subscriptions including LegalServer and Westlaw. Travel expenses account for mileage and rental cars for court and jail visits, while indirect costs, calculated at 10% of personnel salaries, cover overhead such as administrative support and IT infrastructure.

Budget Narrative: Non-Personnel Categories Section

This budget funds the launch and operation of a regional public defender office located in Eagle Pass and serving Maverick, Dimmit, and Zavala Counties under a contract with TRGPD. In addition to staffing 11.33 FTEs, the budget includes non-personnel expenses. These expenses are modeled on historical actuals and operational needs observed in Bee RPD, a comparable office in size. Below is a detailed explanation of what is included in each non-personnel category and how the costs were derived:

Office Space: $36,000.00. This covers monthly rent for leased office space to house staff and operations. The monthly rent is $2,950.

Office Utilities: $5,400.00. Utility expenses include electricity, water, gas, and waste services required to keep the offices operational. The estimate is modeled on comparable office expenses, adjusted for office size and regional rates.

Telecommunications: $7,000.00. This category includes expenses for Zoom phone systems for office lines and collect call services to speak with incarcerated clients.

Office Supplies & Equipment: $10,000.00. Covers general supplies such as pens, paper, folders, printer toner, staplers, label makers, and shredders. Also, one-time purchases of necessary equipment to start a new office, such as computers. This

amount is benchmarked against other TRGPD office's historical spending on similar supplies.

Case-Related Expenses: $20,000.00. Includes filing fees, court records, transcript orders, expert witness fees and consultation charges, and legal research fees not covered under subscriptions. Estimated using Bee RPD's average litigation-related spending over the past fiscal year.

Training: $15,000.00. Covers staff development through: Continuing Legal Education courses, Conference registration and travel, Spanish language classes or other skill-building programs that improve staff's ability to perform their job. Budgeted at $1,500 per attorney FTE, and $1,000 per support staff FTE.

Contract Services: $71,000.00. This includes: On-demand interpretation and translation services for clients who do not speak English or Spanish, and contractors for operations such as accounting, IT, and Human resources vendors. Projected based on other TRGPD office's current expenses and adjusted for the expected client population's linguistic needs.

Software & Technology: $25,000.00. Includes licensing and subscription costs for LegalServer (case and time tracking database), Westlaw (legal research), TransUnion, Reduct, and other case management tools. The total is based on actual expenditures from other TRGPD office's for similar software usage.

Travel: $25,000.00. Funds travel-related costs such as mileage reimbursement for travel to jails, courts, and client homes, and rental car usage and gas reimbursement when more cost-effective than mileage. Estimated by using average travel claims for other TRGPD offices.

Indirect Costs: $149,229.00. This reflects 13.39% of gross personnel salaries. These funds cover general overhead costs such as: TRGPD's Executive Staff, administrative support, insurance, and system maintenance, and rent, utilities, and office infrastructure not captured elsewhere.

BUDGET

The fully staffed, full-year cost for the Maverick RPD program is $1,709,283. During the ramp up period, the budget is reduced to $1,522,054 due primarily to the time required to recruit and hire program staff, as reflected in the below table.

FY26 Personnel	FTE	Salary	Fringe	Months Active	Severance	Total
Chief Public Defender (30% caseload)	1	$138,840	$49,982.40	12	$5,340.00	$194,162.40
Managing Public Defender (70% caseload)	1	$125,000	$45,000.00	12	$4,807.69	$174,807.69
Felony Public Defender 1	1	$84,750	$30,510.00	9	$4,346.15	$113,255.38
Felony Public Defender 2	1	$56,500	$20,340.00	6	$4,346.15	$76,875.38
Misdemeanor Public Defender 1	1	$71,250	$25,650.00	9	$3,653.85	$100,553.85
Misdemeanor Public Defender 2	1	$47,500	$17,100.00	6	$3,653.85	$68,253.85
Padilla Attorney	.33	$36,300	$13,068	12	$1,396.15	$50,764.15
Paralegal 1	1	$65,000	$21,508.50	12	$2,500.00	$89,008.50
Paralegal 2	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Investigator 1	1	$70,000	$23,163.00	12	$6,394.23	$99,557.23
Investigator 2	1	$32,500	$10,754.25	6	$2,500.00	$45,754.25
Case Worker	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Total Personnel						**$1,158,416.97**

Non-Personnel	FY26
Office Space	$36,000
Office Utilities	$5,400
Telecommunications	$7,000
Office Supplies & Equipment	$10,000
Case-related Expenses	$20,000
Training	$15,000
Contract Services	$71,000
Software & Technology	$25,000
Travel	$25,000.02
Indirect Costs	$149,228.72
Total Non-Personnel	**$363,628.74**

Summary – Year 1	
Total Maverick Regional PD	**$1,522,045**
Total Amount Funded by TIDC	$1,401,171
Maverick Regional PD	**$120,874**

CASELOAD LIMITS

Per the awarded grant by TIDC, TRGPD must follow TIDC caseload limits. Those limits are 126 felony cases disposed of per year, per attorney ***or*** 228 misdemeanor cases disposed over per year, per attorney.

TRGPD has compiled, with the assistance of the Office of Court Administration, the projected number of felony and misdemeanor cases per county. Using those estimates, TRGPD determined that the county caseloads fill 5 attorneys full caseload. The proposed budget employs six attorneys to account for the administrative responsibilities that managing attorneys—the Chief Public Defender and Managing Attorney—will need to execute in addition to direct representation.

Annual Caseload Under Proposed Budget					
County	**Annual Felonies**	**Monthly Felonies**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	288	24	339	28.25	627
Dimmit	58	4.83	68	5.67	126
Zavala	38	3.17	45	3.75	83
Total	384	32	452	37.67	836
Total Attorneys	3	10.67 per attorney per month	2	18.84 per attorney/month	

According to data by participating counties, the annual projected misdemeanor caseloads for the three counties exceed the Maverick RPD's capacity. The County should anticipate some funding for panel attorneys to cover some misdemeanor cases.

Annual Estimate Provided by County					
County	**Annual Felonies**	**Monthly Felony Appointments**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**

Maverick	280	23.33	457	38.08	539
Dimmit	65	5.42	90	7.5	155
Zavala	40	3.33	51	4.25	91
Total	385	32.08	598	49.83	836
Total Attorneys	3	10.69 per attorney/month	2	24.92 per attorney/month	

MAVERICK RPD JOB DESCRIPTIONS

Chief Public Defender

The Chief Public Defender serves as the primary leader and strategic manager of the Maverick Regional Public Defender Office, responsible for overseeing all staff and ensuring the delivery of high-quality, client-centered representation. The Chief is also responsible for communicating with key stakeholders in the jurisdictions, including the public defender's oversight board, judges, prosecutors, and other key community members.

Reporting to the TRGPD Executive Management Team, the Chief supervises the entire legal team, providing mentorship, conducting file reviews, developing trainings, and offering hands-on trial support as lead or co-counsel when needed. They manage attorney teams from case intake through resolution, maintain a reduced but active caseload, and ensure that all clients receive zealous, client-centered defense across a range of case types, including serious felonies, misdemeanors, and juvenile matters. The Chief plays a key role in identifying and addressing systemic issues within the region, collaborating with executive leadership and community stakeholders to develop creative, community-informed solutions. In addition to fostering a positive and supportive office culture, they contribute to the broader goals and development of TRGPD by aligning office practices with organization-wide initiatives and standards. This role demands strong leadership, legal expertise, and a deep commitment to justice for underserved populations.

Managing Public Defender

The managing attorney position combines the responsibilities of a Felony Public Defender with leadership and administrative oversight of attorney staff within the Public Defender's Office. In addition to representing clients in complex felony cases, the manager plays a key role in office operations and policy implementation under the direction of the Chief Public Defender. The position involves supervising, training, and mentoring attorneys and legal interns. Additionally, the Managing Attorney may conduct one-on-ones with staff, approving timesheets, reviewing training and travel requests, and ensuring the quality and consistency of legal work at the direction of the Chief. The Managing Attorney is also responsible for orienting new staff to office policies and procedures, assigning cases and projects, and supporting staff development through ongoing feedback and guidance. This role requires a deep commitment to client-centered, trauma-informed advocacy as well as the ability to foster a collaborative and accountable team environment. The manager

helps shape office culture and contributes to strategic decision-making to advance the mission of indigent defense.

Felony Public Defenders

This role involves delivering high-quality, client-centered defense for individuals facing complex felony charges, often involving significant legal and factual challenges. The attorney manages all aspects of felony cases from intake through trial or other resolution, including in-depth analysis of evidence, legal research, and drafting of advanced motions and legal filings. They engage with prosecutors, law enforcement, experts, and witnesses to build strong, strategic defenses while maintaining strict confidentiality. In addition to handling a demanding caseload, the attorney provides mentorship and guidance to less experienced attorneys, fostering professional development and ensuring consistent, trauma-informed representation across the team. Active participation in training, policy discussions, and collaborative team initiatives is expected. This position plays a leadership role in advancing indigent defense practices and supporting a culture of excellence and advocacy within the office.

Misdemeanor Public Defenders

Misdemeanor public defenders serve our teams by providing zealous, client-centered defense primarily for indigent individuals facing Class A and Class B misdemeanor charges. The attorney is responsible for reviewing case facts, analyzing evidence for legal sufficiency, and managing cases from intake through resolution. Key duties include drafting motions and legal documents in compliance with current laws, and engaging with prosecutors, law enforcement, and witnesses during case preparation. The role also requires maintaining confidential case files, participating in team meetings and training, and staying informed on trends in indigent defense. A trauma-informed approach to advocacy is essential, along with a commitment to collaboration within a supportive legal team environment.

Padilla Attorney

Padilla Attorneys occupy the unique position at the intersection of criminal and immigration law, requiring a comprehensive understanding of both legal landscapes. This attorney directly contributes to the effective representation and advocacy for clients facing criminal charges. Under binding Supreme Court precedent, criminal defense attorneys must be able to competently advise clients on potential immigration consequences stemming from their criminal charges. *See Padilla v. Kentucky*, 559 U.S. 356 (2010). Due to Maverick, Dimmit, and Zavala's unique position on the border, a large share of TRGPD's clients will not be U.S. citizens, and

require "Padilla" advisals. Partially funding a Padilla attorney will assists in the effective delivery of services in the border regions served by the Maverick RPD office.

Investigators

The investigator's role centers on working with attorneys to conduct thorough investigations by locating and interviewing complainants, witnesses, and law enforcement personnel. The investigator maintains detailed interview notes, uploads them to client case files, and drafts statements, affidavits, and reports to support legal proceedings. Additional responsibilities include collecting records from important in a client's defense, serving subpoenas, and performing criminal history searches on clients and associated individuals. The role also involves visiting and documenting crime scenes. Finally, investigators also assist attorneys gathering important information from clients, including social histories and family contacts. Additionally, the investigator may be required to present findings and testify in court as part of the legal process.

Investigators are essential in assisting attorneys in their casework, but do not directly receive case appointments because they are not licensed attorneys.

Caseworkers/Peer Support Specialists/Mitigation Specialists

The caseworker works closely with people experiencing challenges around mental health, substance use, disabilities, incarceration, and the different iterations of the criminal legal system. The caseworker helps clients navigate challenges outside of the courtroom that may be driving the individuals' interactions with the criminal legal system. The caseworker will work with these individuals to reach their goals by engaging them through sharing lived experiences, providing education, being a supportive presence; helping them navigate the complex legal system; participating in in-court advocacy, such as testifying under oath; and/or providing outreach in the community. The caseworker will work with individuals that may be currently incarcerated that are facing obstacles such as mental health challenges and crises, substances abuse and problems with addiction, as the individual moves from arrest to final adjudication. Caseworkers conduct detailed client interviews to gather comprehensive personal and case-related information. The caseworker investigates clients' social histories and compiles relevant documentation from diverse sources such as medical providers, schools, justice system personnel, and family members. Additionally, the position requires identifying client needs related to substance use and mental health. The caseworker translates these need into action by connecting

clients with social services that address these issues—housing, rehabilitation centers, mental health providers, and other relevant institutions.

Caseworkers are essential in assisting attorneys in their casework, but do not directly receive case appointments because they are not licensed attorneys.

Legal Assistants/Paralegals

This role involves a combination of legal, administrative, and clerical responsibilities to support attorneys and the broader legal team. Key duties include researching case law and preparing essential legal documents such as affidavits, pleadings, and case memoranda. The position assists in trial preparation by organizing discovery, maintaining case notes, and assembling hearing notebooks. It also requires e-filing documents, managing incoming and outgoing mail, and processing court correspondence including notices, orders, and judgments. Administrative tasks include creating and organizing case files, scheduling meetings and court dates, and coordinating team travel. The role supports client engagement by preparing resource guides and pamphlets and answering phone calls. Additionally, it includes conducting conflict checks, maintaining case calendars, and performing general office tasks such as copying, shredding, and relaying messages. This position plays a vital role in ensuring the smooth and organized operation of legal casework from start to finish.

Paralegals are essential in assisting attorneys in their casework, but do not directly receive case appointments because they are not licensed attorneys.

REFERENCES

Judge George P. Morrill
Bee County Judge
george.morrill@beecounty.texas.gov
361-621-1556

The Bee County Regional Public Defender Office is TRGPD's oldest office. Judge Morrill is the Bee County Judge. Bee County administers TIDC's grant and contract with TRGPD for services.

Judge Michael Bennett
Goliad County Judge
mbennett@goliadcountytx.gov
361-645-3337

Judge Bennett administers our Goliad public defender program.

Edwin Colfax
Director of Grant Funding
ecolfax@tidc.texas.gov
512-463-2508

Mr. Colfax manages the funding of public defender programs at the Texas Indigent Defense Commission. He has ample experience funding TRGPD programs over the past decade.

ATTN: SARA MONTEMAYOR
COUNTY CLERK
500 QUARRY ST, STE 2
EAGLE PASS, TX 78852

Rfp # fy 26-04

MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

1:44 FILED
AT ___ O'CLOCK P M

MAR 26 2026

SARA MONTEMAYOR
County Clerk, Maverick County, Texas
By _____ Deputy

Texas RioGrande Public Defender
466 Jefferson St.
Suite B
Eagle Pass, TX 78852

Maverick County Clerk
500 Quarry St.
Suite 2
Eagle Pass, TX 78852

To the Commissioners Court:

Enclosed please find Texas RioGrande Public Defender's proposal to establish and maintain a regional public defender's office in Maverick, Dimmit, and Zavala Counties. We are excited by the opportunity and challenge of providing effective, compassionate, and zealous representation to those in need in your counties. Already in the short period of our operation, we have been able to efficiently resolve cases and communicate with clients in the jail who had struggled to receive counsel. As our partnership expands, we will continue to provide client-centered representation, and work with the community to offer unique insight into the challenges facing certain members of the community. Together, we hope to advance justice for all.

Thank you for your consideration and we look forward to continuing to work together.

Sincerely,
David Silberthau
Executive Director
Texas RioGrande Public Defender
dsilberthau@trgpd.org
361-350-0497

TEXAS RIOGRANDE PUBLIC DEFENDER



Proposal for Maverick, Dimmit, and Zavala Regional Public Defender Office

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Texas RioGrande Public Defender
466 Jefferson St, Ste B
Eagle Pass, TX 78852

Introduction (Executive Summary)

Texas Rio Grande Public Defender's Maverick County Regional Public Defender will continue to provide comprehensive legal representation to indigent defendants in felony and misdemeanor cases in Dimmit, Maverick, and Zavala counties. The program aims to ensure that all qualifying individuals receive fair, effective, and timely legal counsel, while promoting efficiency in handling caseloads. By creating a unified, well-resourced office, the program will address the current challenges of inconsistent legal defense, lack of resources, and overloaded caseloads in these rural counties. The office will address a regional shortage of attorneys available to take indigent cases by creating a legal team dedicated to indigent defense in the tri-county. TRGPD will provide training opportunities, develop the skills of all staff members, and attract talent into the area. The program will ensure the provision of client-centered representation, adherence to statutory, procedural, and ethical guidelines, and uphold standards of professionalism. The program aims to increase local appointment of counsel rates, ensure timely representation, minimize the amount of time indigent defendants are detained due to delays, and provide a reliable, skilled, and professional institutionalized defense function to the local courts. Ultimately, the program will improve access to justice and support the constitutional rights of defendants across the region.

Texas RioGrande Public Defender has already begun taking appointments in the 365th Judicial District due to the shortage of attorneys. Since we began on February 9th, we have accepted over 40 appointments, filed motions to reduce bond for individuals who had been over-detained, recruited a Chief Public Defender, and established an office presence of full time staff.

Attached to this RFP is a proposed budget for ratification, if deemed necessary by the County. The contract terms are identical to the previously agreed to contract. The proposed budget is eight dollars less than the previous budget, after TRGPD re-allocated funds within its line items to better deliver services.

Enclosed with our proposal, please find Addendum A, TIDC's Grant Award envisioning TRGPD as the service provider, Addendum B, the executed contract between TRGPD and Maverick County, and Addendum C, the job descriptions for each position, and Addendum D, proposed contract for execution, if deemed necessary.

About TRGPD

Texas RioGrande Public Defender is one of the oldest rural public defenders in Texas. Formerly Texas RioGrande Legal Aid, TRGPD began serving South and West Texas shortly after the passage of the Fair Defense Act in 2001. Leaders in the organization recognized the tremendous need for consistent access to zealous, constitutionally-prescribed counsel. As such, TRGPD has played an integral role in the expansion of public defense throughout rural Texas. Over the past twenty years, we have operated public defender offices in fourteen different counties and represented thousands of individuals prosecuted under Operation Lone Star, including hundreds in Maverick, Dimmit, and Zavala counties.

TRGPD's extensive track-record providing counsel in rural Texas has conferred a deep well of institutional knowledge to its staff and leadership.

The current Executive Director, David Silberthau, is a dedicated, qualified, and dynamic leader. Holding a Bachelor of Arts from Columbia University and graduating with honors from the University of Chicago Law School, David served as a line defender in the Bee County Public Defender Office. There, he practiced in eight counties across South Texas. After clerking for federal judges on the district court (the Honorable Michael M. Baylson) and appellate level (the Honorable Joshua P. Kolar), he returned to Texas to lead TRGPD into its next chapter.

Other core executive team members, including TRGPD's Director of Operations, Stephanie Carnero, have similarly devoted their careers to serving indigent clients. Previously, Stephanie worked at the El Paso County public defender and for the Managed Assigned Counsel system in San Antonio.

TRGPD's mission is to represent people on the frontlines to improve the delivery of justice in Texas. Establishing a first-ever public defender office in Maverick County aligns with our core values to serve the most vulnerable where the need is great.

Problem Statement

The current system of indigent defense in Dimmit, Maverick, and Zavala counties is inadequate to meet the needs of the growing populations and increasing caseloads. Few attorneys in the area are willing and able to serve on the appointment wheels of our counties, and many who do are often juggling numerous obligations and

appointed to far too many cases. For instance, prior to TRGPD beginning its work, there were **no attorneys** taking felony appointments in the 365th Judicial District. Appointment of counsel rates in the tri-county area are well below the state average in almost all categories. Many indigent defendants are currently held in jail for long periods of time due to delays in receiving legal representation, which not only undermines their right to due process and a fair trial, but also imposes significant financial strain on the county's jail system. The lack of sufficient indigent representation in the area has resulted in high jail population, slow case resolution times, and prolonged detention. These issues have garnered local and national attention. There is widespread recognition in the region that the indigent defense function is currently inadequate to meet the needs of the community. However, due to a lack of financial resources and absence of institutionalized indigent defense in the region, it is difficult for the courts and local stakeholders to address the problem.

Objectives

1. Increase annual appointment of counsel rates and time between request and appointment of counsel for misdemeanor and felony cases in the tri-county region.

2. Ensure compliance with statutory guidelines for appointed counsel contact with clients, namely, make every reasonable effort to contact the client not later than the end of the first working day after the date on which the attorney is appointed and to interview the defendant as soon as practicable after the attorney is appointed.

3. Decrease jail utilization and costs.

    a. Review jail logs weekly to monitor, record, and evaluate arrest and detention data.

    b. Enforce compliance with state magistration timelines and bond-setting laws and improve access to justice by conducting pre-trial bond advocacy.

    c. Secure timely release of all indigent defendants whose charges are not filed within the statutory window, reducing jail costs and civil lawsuit exposure.

d. Provide support to clients to ensure compliance with conditions of release and in turn decrease rates of subsequent re-detention.

e. Advocate for alternatives to incarceration, including substance abuse counseling, mental health treatment, and community-based programs.

4. Enforce TIDC caseload guidelines.

   a. Actively monitor attorney case assignments to ensure appropriate caseload balancing and TIDC caseload compliance across the program.

   b. Monitor the flow of appointments to confirm intakes are consistent with the contracted appointment numbers.

   c. Collect, compile, and distribute data related to case dispositions.

5. Increase court docket efficiency.

   a. Coordinate docket schedules across the three counties.

   b. Ensure that a public defender representative is present for all properly noticed dockets.

   c. Decrease case resets and court backlogs that are the result of conflicting obligations of private counsel.

   d. Address communication issues that contribute to failure to appear rates.

6. Provide monthly reports that include the following data:

   a. Caseload snapshot of total public defender program caseload by case type

   b. Total new monthly appointments

   c. Total monthly dispositions

7. Provide TIDC standardized quarterly reports that include the following data:

   a. Narrative summaries of program highlights and challenges

   b. In-depth case data (appointments, dispositions, time in custody, bond advocacy, substantive motions filed, jury trials held, etc.)

   c. Financial progress reports.

8. Establish a public defender oversight board whose function is to monitor and evaluate the public defender's office, ensuring its adherence to standards and best practices.
9. Conduct annual case data reviews and compile annual IDER report data to assist the counties in their reporting obligations.
10. Utilize TRGPD expertise to decrease the indigent defense function burden on county resources.

Activities

TRGPD has already begun operations in the service area. Attached to this RFP is an exhibit of the executed contract between Maverick County and TRGPD outlining in greater detail the precise details of TRGPD's provision of services. *See* Addendum B.

Implementation and Training

As Maverick County has already seen, TRGPD has specialized, expert knowledge in how to establish, grow, and maintain robust public defender offices. TRGPD is one of the oldest public defender programs in the state, having run offices in over ten counties across South Texas. Its Executive Team brings substantial personal experience practicing in Maverick County and rural communities.

Additionally, TRGPD has already demonstrated its strong commitment to Maverick County. Since its current Executive Director began in September, 2025, he has worked with the counties to manage financial challenges and communicated with the courts about how to ramp up its services. In the effort, TRGPD helped the County secure additional funding in December 2025 to launch indigent defense services. TRGPD has already established a physical presence in Maverick County and is actively recruiting, with many interviews ongoing. Amid this transition, TRGPD has begun addressing the pressing needs of the counties, namely, representing individuals in pretrial custody. Simply put, TRGPD is ready to hit the ground running. It already has.

More broadly, TRGPD has specialized knowledge and considerable experience in the creation and implementation of new public defender programs and administering programs funded jointly by TIDC and county partners. The existing infrastructure includes: case management software, legal research partnerships, in-house training and professional development, access to third-party training and education programs,

recruitment networks for attracting qualified attorneys and staff, onboarding training for new hires, extensive expertise in workflow processes, data collection and data integrity assurance measures, coordinating with local stakeholders to carry out the defense function, and providing internal safeguards to ensure the provision of quality, client-centered representation. The organization's current infrastructure reduces the upfront resource expenditure that would be required for the counties to establish such a program from scratch. TRGPD brings to the county the support of a non-profit executive team with considerable experience in this area to assist in data collection and reporting and the administrative and managerial demands of implementing such a program, as well as a network of attorneys and staff serving other programs to provide insight and support to the newly established Maverick RPD team.

TRGPD is able to leverage its significant existing workforce across other divisions to train new employees. Investigators and paralegals are trained by other investigators and paralegals within the organization on how to use TRGPD systems, including its case management software, issuing subpoenas, electronic docketing, discovery upload, and drafting motions.

The Chief Public Defender will develop an on-boarding program for attorneys to acquaint them with the mechanical processes for appointments and work in the jurisdictions, as well as best practices for representing clients. TRGPD regularly revises and renews its policy handbook that lays out best practices of representation.

Operation

TRGPD has extensive experience coordinating with local stakeholders to address the specific needs of the jurisdiction. Our team of professionals regularly meet with local officials to discuss program operations and address concerns at the local level. TRGPD will be an integral part of the criminal justice function, and will collaborate with judges, court staff, prosecuting agencies, probation and pre-trial services, and jail staff as appropriate to carry out the defense function.

TRGPD has expertise navigating the requirements of TIDC grant funding, and the skills and capacity to conduct the requisite data collection, reporting, and advocacy related to grant funding.

TRGPD has developed protocols for all stages of representation and carrying out the indigent defense function. From intake through disposition, dedicated and skilled staff are responsible for the following:

1. Tracking and monitoring attorney case assignments and compliance with client contact timelines.
2. Conducting thorough new client intake and inputting all relevant data into our case management system.
3. Monitoring jail logs provided by regional jails and tracking client/potential client custodial status.
4. Conducting pre-trial bond advocacy.
5. Calendaring important statutory deadlines, court dates, filing deadlines, and docket control orders.
6. Filing standard motions and notice of representation in all cases.
7. Conducting timely requests and review of discovery, necessary legal research, drafting and filing of substantive motions, and any other necessary case preparations.
8. Conducting mitigation interviews with clients and compiling relevant information to improve case outcomes.
9. Ensuring prompt and prepared attendance at all court hearings.
10. Upholding statutory and ethical standards related to the attorney-client relationship.
11. Providing training opportunities for all staff, both in-house and through third party partners.
12. Utilizing a robust staffing model that prioritizes efficiency of time resources and utilizes the expertise of various professionals.

Protocol for Investigators and Experts

Per the Request for Proposal, TRGPD outlines the specific procedures for engaging and utilizing investigators and procuring expert witnesses in relevant cases

Investigators

Our in-house investigators are critical fact-finders in helping build our client's case. Their role is to uncover facts, gather evidence, interview witnesses, and provide a critical perspective on the State's case. When a case is better suited for mitigation, Investigators help unearth our client's support networks and social history so we can present the full picture of our client.

- Role of the Investigator:
    1. Conducting witness interviews (complainants, law enforcement, lay witnesses).
    2. Locating and serving subpoenas.
    3. Visiting and documenting crime scenes (photos, videos, diagrams).
    4. Gathering and analyzing physical evidence, video footage, and records.
    5. Preparing detailed investigative reports.
- Engaging an Investigator:
    1. Brainstorm: Investigators are co-strategists with attorneys. Attorneys meet with them to discuss the case theory and objectives.
    2. Develop a Plan: Attorneys create living documents for investigators to work off of regarding pending tasks, future tasks, and ideas to help build cases.
    3. Put it in Writing: Attorneys submit requests for investigative assistance via email or in TRGPD's case management system. Attorneys provide investigators with case goals, all relevant discovery, and specific tasks needing completion.
    4. Conflicts Review: Once discovery has been uploaded to LegalServer, investigators review the discovery to determine whether there are any potential conflicts of interest. Conflicts likely exist in the below circumstances (non-exhaustive):
        - TRGPD has been appointed to a co-defendant in the case.
        - TRGPD has previously represented a material witness in the case whose interests are adverse, or are likely to become adverse, to the present client.
        - TRGPD employees have a personal or financial relationship with a material witness in the case that would interfere with the attorney's ability to provide counsel consistent with the professional rules of ethics.
- Key Investigative Tasks:
    1. Scene Visit: Investigators visit the scene of the alleged incident, preferably close in time to the relevant events. They take photographs and videos to document the scene.
    2. Witness Interviews: The defense investigator should conduct interviews when possible. If an attorney conducts an interview, a third party (e.g., another staff member, investigator) must be present to act as a potential impeachment witness.

3. Obtain Records: Investigators use subpoenas and Public Information Act requests to obtain copies of records (police reports, 911 calls, medical records, school records, etc.).

Expert Witnesses

In some cases, the assistance of an external expert is necessary to challenge the State's evidence or present a defense.

- Types of Experts: This may include forensic scientists (DNA, ballistics), medical examiners, psychologists/psychiatrists, accident reconstructionists, or experts on police procedures.
- Procedure for Retaining an Expert:
    1. Identify the Need: Attorneys will consult with their Managing Attorney to determine if an expert is necessary and appropriate for the case based on the case theory, strength of the case with or without an expert, and the need for an expert to explain or contextualize an issue otherwise remote from a factfinder's comprehension. The attorney and managers will also consider whether the expert should be a testifying or consulting expert.
    2. Soliciting a Quote: After consultation with supervising attorneys, the primary attorney will solicit quotes from relevant, strong experts for their services, both in a testifying and consulting capacity.
    3. Request Funds: TRGPD's budget includes a *limited* amount of funding designated for experts. The Chief Public Defender must approve any request for expert funding. Any requests for over $5,000 in funds must be submitted to the Executive Director. Executive Director approval is also necessary when engaging an expert would exhaust all internal funds and require a request for funds from the courts. Any motion pursuant to the Texas Code of Criminal Procedure Art. 26.05 requesting expert funds from the court will detail why the expert is necessary for the defense.
    4. Engage the Expert: Once the funding has been approved, the attorney can formally engage the expert.
    5. Give Notice: Provide Notice to the State at least 20 days ahead of the trial date if the expert is expected to testify at trial.
    6. Manage Communication: All communication with the expert will be carefully documented. Their work product is protected under the work-product doctrine.

Evaluation

TRGPD's case management software will serve as the primary source of all relevant and necessary data for TRGPD's reporting obligations and case tracking. This data will also assist the county and TIDC in evaluating progress towards the program's objectives.

LegalServer allows detailed tracking of each case assignment, including date of arrest, dates of custodial status, hosting discovery documents and media, logging case notes from various team members, and tracking case assignments per attorney.

Data that will be collected, reported, and evaluated here will include:

- Average number of days between appointment and initial client contact
- Monthly public defender case dispositions, to be compared against county records
- Quarterly reports will note additional services provided to public defender clients, specifically tracking mental health referrals, substance abuse counseling assistance, social services, and immigration consultations
- Number of cases assigned to the public defender office and each of its attorneys to remain within TIDC case caps.

The Public Defender Oversight Board holds quarterly meetings to review quarterly program and financial reports, discuss program progress, and receive updates. Annually, a financial report will be submitted to the county commissioners.

Program implementation is estimated to take approximately six months. During that time frame, progress check-ins will occur bimonthly for hiring as well as for office openings.

Budget Narrative and Budget Form

Per the executed and accepted grant award from TIDC. In the first year of operation, Maverick County will pay a maximum of $60,001, Dimmit County will pay a maximum of $36,529 and Zavala County will pay a maximum of $24,353 toward the budgeted services. *See* Addendum A at page 6. TIDC will contribute a maximum of $1,401,171 toward the proposed contract.

Summary Version:

The personnel budget, $1,158,416.97, includes investigators who conduct interviews with complainants, witnesses, and law enforcement. Caseworkers/Peer Support Specialists who work closely with people experiencing challenges around mental health, substance use, disabilities, and incarceration to improve case outcomes. Paralegals who provide legal, administrative, and clerical support to attorneys. Misdemeanor and felony public defenders deliver zealous, client-centered representation for individuals facing criminal charges, along with felony defenders handling more complex cases. The Managing Public Defender combines direct felony defense work with supervision of attorney staff, while the Chief Public Defender provides overall strategic leadership and management for the regional office. And a dedicated Padilla Attorney to ensure clients are constitutionally advised about any immigration consequences in their case, a particularly important right in border county prosecutions.

The non-personnel budget, $363,628.74, supports the launch and operation of a regional public defender office located in Eagle Pass and serving Maverick, Dimmit, and Zavala Counties under a contract with TRGPD. Cost estimates are modeled off of TRGPD's historical expenses with other regional offices and other public defender offices across the state. It covers essential operating needs such as rent, utilities, telecommunications, and office supplies, along with case-related costs like expert witnesses and legal research. Funding also supports staff development through CLEs and other trainings, interpretation services for non-English or non-Spanish speakers, and technology subscriptions including LegalServer and Westlaw. Travel expenses account for mileage and rental cars for court and jail visits, while indirect costs, calculated at 10% of personnel salaries, cover overhead such as administrative support and IT infrastructure.

Budget Narrative: Non-Personnel Categories Section

This budget funds the launch and operation of a regional public defender office located in Eagle Pass and serving Maverick, Dimmit, and Zavala Counties under a contract with TRGPD. In addition to staffing 11.33 FTEs, the budget includes non-personnel expenses. These expenses are modeled on historical actuals and operational needs observed in Bee RPD, a comparable office in size. Below is a detailed explanation of what is included in each non-personnel category and how the costs were derived:

Office Space: $36,000.00. This covers monthly rent for leased office space to house staff and operations. The monthly rent is $2,950.

Office Utilities: $5,400.00. Utility expenses include electricity, water, gas, and waste services required to keep the offices operational. The estimate is modeled on comparable office expenses, adjusted for office size and regional rates.

Telecommunications: $7,000.00. This category includes expenses for Zoom phone systems for office lines and collect call services to speak with incarcerated clients.

Office Supplies & Equipment: $10,000.00. Covers general supplies such as pens, paper, folders, printer toner, staplers, label makers, and shredders. Also, one-time purchases of necessary equipment to start a new office, such as computers. This amount is benchmarked against other TRGPD office's historical spending on similar supplies.

Case-Related Expenses: $20,000.00. Includes filing fees, court records, transcript orders, expert witness fees and consultation charges, and legal research fees not covered under subscriptions. Estimated using Bee RPD's average litigation-related spending over the past fiscal year.

Training: $15,000.00. Covers staff development through: Continuing Legal Education courses, Conference registration and travel, Spanish language classes or other skill-building programs that improve staff's ability to perform their job. Budgeted at $1,500 per attorney FTE, and $1,000 per support staff FTE.

Contract Services: $71,000.00. This includes: On-demand interpretation and translation services for clients who do not speak English or Spanish, and contractors for operations such as accounting, IT, and Human resources vendors. Projected based on other TRGPD office's current expenses and adjusted for the expected client population's linguistic needs.

Software & Technology: $25,000.00. Includes licensing and subscription costs for LegalServer (case and time tracking database), Westlaw (legal research), TransUnion, Reduct, and other case management tools. The total is based on actual expenditures from other TRGPD office's for similar software usage.

Travel: $25,000.00. Funds travel-related costs such as mileage reimbursement for travel to jails, courts, and client homes, and rental car usage and gas reimbursement when more cost-effective than mileage. Estimated by using average travel claims for other TRGPD offices.

Indirect Costs: $149,229.00. This reflects 13.39% of gross personnel salaries. These funds cover general overhead costs such as: TRGPD's Executive Staff, administrative support, insurance, and system maintenance, and rent, utilities, and office infrastructure not captured elsewhere.

BUDGET AND CASELOAD LIMITS

The fully staffed, full-year cost for the Maverick RPD program is $1,709,283. During the ramp up period, the budget is reduced to $1,522,054 due primarily to the time required to recruit and hire program staff, as reflected in the below table.

FY26 Personnel	FTE	Salary	Fringe	Months Active	Severance	Total
Chief Public Defender (30% caseload)	1	$138,840	$49,982.40	12	$5,340.00	$194,162.40
Managing Public Defender (70% caseload)	1	$125,000	$45,000.00	12	$4,807.69	$174,807.69
Felony Public Defender 1	1	$84,750	$30,510.00	9	$4,346.15	$113,255.38
Felony Public Defender 2	1	$56,500	$20,340.00	6	$4,346.15	$76,875.38
Misdemeanor Public Defender 1	1	$71,250	$25,650.00	9	$3,653.85	$100,553.85
Misdemeanor Public Defender 2	1	$47,500	$17,100.00	6	$3,653.85	$68,253.85
Padilla Attorney	.33	$36,300	$13,068	12	$1,396.15	$50,764.15
Paralegal 1	1	$65,000	$21,508.50	12	$2,500.00	$89,008.50
Paralegal 2	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Investigator 1	1	$70,000	$23,163.00	12	$6,394.23	$99,557.23
Investigator 2	1	$32,500	$10,754.25	6	$2,500.00	$45,754.25
Case Worker	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Total Personnel						**$1,158,416.97**

Non-Personnel	FY26
Office Space	$36,000
Office Utilities	$5,400
Telecommunications	$7,000
Office Supplies & Equipment	$10,000
Case-related Expenses	$20,000
Training	$15,000
Contract Services	$71,000
Software & Technology	$25,000
Travel	$25,000.02
Indirect Costs	$149,228.72
Total Non-Personnel	**$363,628.74**

Summary – Year 1	
Total Maverick Regional PD	**$1,522,045**
Total Amount Funded by TIDC	$1,401,171
Maverick Regional PD	**$120,874**

Annual Caseload Under Proposed Budget					
County	**Annual Felonies**	**Monthly Felonies**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	288	24	339	28.25	627
Dimmit	58	4.83	68	5.67	126
Zavala	38	3.17	45	3.75	83
Total	384	32	452	37.67	836
Total Attorneys	3	10.67 per attorney per month	2	18.84 per attorney/month	

According to data by participating counties, the annual projected misdemeanor caseloads for the three counties exceed the Maverick RPD's capacity. The County should anticipate some funding for panel attorneys to cover some misdemeanor cases.

Annual Estimate Provided by County					
County	**Annual Felonies**	**Monthly Felony Appointments**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	280	23.33	457	38.08	539
Dimmit	65	5.42	90	7.5	155
Zavala	40	3.33	51	4.25	91
Total	385	32.08	598	49.83	836
Total Attorneys	3	10.69 per attorney/month	2	24.92 per attorney/month	

ADDENDUM A:

THE TEXAS INDIGENT DEFENSE COMMISSION'S MODIFIED GRANT AWARD FOR FISCAL YEAR 2026

TEXAS INDIGENT DEFENSE COMMISSION

CHAIR:
Honorable Missy Medary
Corpus Christi, Presiding Judge,
5th Administrative
Judicial Region of Texas

EX OFFICIO MEMBERS:
Honorable Jimmy Blacklock
Honorable Brandon Creighton
Honorable Emily Miskel
Honorable Joseph "Joe" Moody
Honorable David J. Schenck
Honorable John Smithee

MEMBERS APPOINTED BY GOVERNOR:
Mr. James D. "Jim" Bethke
Mr. Alex Bunin
Mr. Jay Cohen
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Honorable James R. "J.R."
Woolley, Jr.

EXECUTIVE DIRECTOR:
Scott Ehlers

December 12, 2025

The Honorable Ramsey English Cantu
Maverick County Judge
Via E-mail: judgeenglishcantu@co.maverick.tx.us

RE: FY2026 Statement of Grant Award – SG-26-017

Dear Judge Cantu:

The Texas Indigent Defense Commission has modified the **FY2026 Improvement Grant** awarded Maverick County for the Tri-County Public Defender Office serving Maverick, Dimmit and Zavala Counties. TIDC has approved your request for additional temporary funds to reduce Maverick County's matching contribution for FY26. The revised grant award is **$1,401,171**.

Please note that this grant includes supplemental funds from TIDC's Temporary Assistance for Rural Programs in addition to TIDC's Sustainability Grant.

Please sign page two of the award statement and return the full executed document to Grants@tidc.texas.gov to accept the award and become eligible for payments.

Congratulations to Maverick County on taking the lead in Texas by developing this new indigent defense program. If you have any questions please contact me at (512) 463-2508 or ecolfax@tidc.texas.gov.

Sincerely,

Edwin Colfax
Director of Grant Funding

Copy: auditor@co.maverick.tx.us
judge@zavalacounty.org
countyjudge@dimmitcounty.org
aja365judge@co.maverick.tx.us
293courtcoordinator@co.maverick.tx.us
ladams@co.maverick.tx.us
isaakruiz@co.maverick.tx.us
countyauditor@dimmitcounty.org

TEXAS INDIGENT DEFENSE COMMISSION

Statement of Grant Award
FY2026 Improvement Grant – Modified 12/5/25

Grant Number:	**SG-26-017**
Grantee:	Maverick County
Program:	Tri-County Public Defenders Office program
Grant Period:	10/1/2025-9/30/2026
Grant Award:	~~$1,367,426~~ ~~$1,278,525~~ **$1,401,171**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Maverick County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

	Original Approved Budget (Full Operational Cost)	**1st Modified FY26 Award Budget** (with Phase-In Projections)	**2nd Modified FY26 Award Budget 12/5/2025**
1) Personnel (Total Number of FTEs: 11.25)			
2) Fringe Benefits			
3) Travel and Training			
4) Equipment			
5) Supplies			
6) Contract Services	$1,709,283	$1,522,054	**$1,522,054**
Total Approved Budget	$1,709,283	$1,522,054	**$1,522,054**
County Match (proportionally allocated among 3 counties)	$341,857	$243,529	**$120,883**
TIDC Sustainability Grant	$1,367,857	$1,217,643	**$1,217,643**
TIDC Temporary Assistance for Rural Programs Grant	-	$68,371	**$183,528**
Total Amount Funded by TIDC	$1,367,426	$1,286,014	**$1,401,171**

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in February 2025, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Grant Terms and Conditions" contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award as necessary and submit it to the Commission by November 1, 2024.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

_____

Signature of Authorized Official

_____

Name & Title (must print or type)

_____

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program:

General Provisions

1. Maverick County will contract with a qualified entity to operate a Regional Public Defender's Office as defined in Article 26.044 of the Texas Code of Criminal Procedure. The program will provide indigent defense representation for qualified defendants in three participating counties in the region, including Maverick, Zavala, and Dimmit. Participating counties will execute interlocal agreements reflecting each participating county's proportional contribution to the cost of the program not covered by this grant.

2. The entity contracted to operate the Regional Public Defender Office must have a demonstrated track record of successful operation of rural regional public defender offices based on professional standards of representation and best practices in the areas of caseload controls, use of investigators, training, supervision, and client communication. The County must follow applicable procurement rules for soliciting proposals and contracting with the service provider.

3. The County must provide to TIDC draft interlocal agreements with other counties participating in the regional public defender program for review and approval prior to execution, as well as executed final interlocal agreements.

4. Staffing with attorneys and support personnel must be supported by sufficient caseloads.

5. The County must develop and maintain a Regional Public Defender Oversight Board to oversee performance under the contract for the Regional Public Defender Office. The County must submit a draft policy detailing how the members are selected and the duties and procedures of the board to TIDC for feedback prior to finalization. The Oversight Board must meet at least quarterly.

6. The County must develop a written policy that includes caseload standards for the public defender office as required in Texas Code of Criminal Procedure Articles 26.044 and that is consistent with research-based weighted caseload guidelines published by TIDC. The caseload policy must require the Chief Public Defender to review caseloads at least quarterly. The Chief Public Defender must notify the program's Oversight Board and TIDC in writing if caseloads exceed the adopted standards.

Programmatic and Financial Reporting

7. This grant requires quarterly progress reports to provide information on the operation of the program. The TIDC grant manager will create and provide an online progress report to document the work performed in this program. The Grantee may request modifications to the report. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

8. The Grantee must submit quarterly grant program expenditure reports based on actual program expenditures, consistent with dates described in the timeline for Reporting and Fund Distribution at the end of this document.

9. The Public Defender's Office must record attorney and support staff work time in a manner that allows for accurate completion of the Indigent Defense Expenditure Report and Public Defender Addendum. Records must contain sufficient detail to allocate time and salary across categories of offenses (capital, non-capital felony, misdemeanor, juvenile, felony appeals, misdemeanor appeals, and juvenile appeals) and to document the number of cases disposed by attorney for each court.

Change Management

10. Requests to revise the scope, target, or staffing of the project, or substantively alter project activities, require advance written approval from TIDC.

11. Budget adjustments consisting of reallocations of funds among or within budget categories in excess of $10,000 or ten percent of the original approved budget category, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission.

Contracting Requirements

12. Requests for proposals and contracts with third parties for indigent defense services under this grant must be submitted to TIDC for approval prior to contract execution.

13. The County will require any contractor for core services under this grant to itemize the budget to the county in its proposal as required in Article 26.044 PDO, Code of Criminal Procedure.

14. If the county contracts for core services under this grant the contract must contain a provision that the grant terms and conditions, including public defender office staffing and budgeted amounts, will be followed unless scope and/or budget adjustments are approved in writing by the Commission.

15. Contracts for public defender services under this grant must include requirements for the public defender to report required progress report data to the County and the Commission in order to allow timely reporting according to the reporting schedule below. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

16. If a non-profit corporation is selected by the County to operate the public defender's office, the contract must require the non-profit corporation to maintain at least one person in each regional office to serve as Chief Public Defender who meets the qualifications set forth in Article 26.044 (f) to supervise and manage the operation of the office and provide direct representation.

17. Contracts must provide for contractors to designate a financial single point of contact with at least read-only access and general knowledge of the organizational finances regarding contract management, monitoring, and financial data reporting and to respond to contract terms and deliverables.

18. Contracts must specify the maximum number of cases the contractor will handle, which must be consistent with TIDC published caseload guidelines. Contractors must notify grantee of any reduction in this number resulting from staff vacancies or any other factor impacting the contractor's representation capacity.

19. Contracts must include provisions for cases that remain open at the end of the contract term.

20. Contracts for indigent defense services must include a provision that contractors will not be paid amounts in excess of the total contract amount or the contractor's total eligible program expenditures, whichever is less, and include provisions for the return of amounts paid in excess of actual eligible program expenditures after the end of the contract term.

21. Grantees that use grant funds to contract for services must develop and follow a contract monitoring plan and include in the contract provisions to monitor each contract that is for more than $10,000 annually. These contract monitoring provisions must include specific actions to be taken if the Grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract. In the case of contracts for public defender offices, these provisions must include a review of utilization and activity and financial data regarding actual expenditures to evaluate the contractor's performance within the budget required by statute for such programs. Performance terms should include but not be limited to:

a. Quarterly reporting of actual program expenditures incurred during the period that are consistent with and do not exceed the approved grant budget.
b. Quarterly staffing report detailing hire dates, separation dates, vacancies, and actual salaries each month for each position funded under the contract.
c. Program organizational chart reflecting all program staff.

22. Contracts for indigent defense services under this grant must require contractors to maintain time records that include actual time worked on the funded program with both the employee and supervisor signature to support staff time dedicated to program specific activities. Further, contracts must require contractors to maintain, retain, and be prepared to submit both invoices and proof of payment for all other costs approved in the grant budget and charged to this grant award. Contractors must be required to store and be prepared to provide access to records to the Grantee as necessary to monitor the contractor and grant program expenditures.

Modified phase-in budget proposal and original application follow.

Maverick Tri-County Regional Public Defender serving Maverick, Dimmitt, and Za
Budget and Cost Allocation

Standard Year One (TIDC Covers 80%)	All	Maverick 75%	Dimmit 15%	Zavala 10%
Fully Operational Program Budget	$1,709,283			
TIDC Grant (80% Standard Year One)	$1,367,426			
County Share (Allocated) 20%	$341,857	$256,392	$51,278	$34,186

Revised Year One (TIDC Covers 92%)	All	Maverick 75%	Dimmit 15%	Zavala 10%
Modified Year One **Phase-In Budget**	$1,522,054			
TIDC Grant (92% Year One)	$1,401,171			
County Share (allocated)	$120,883	$60,001	$36,529	$24,353

Projected Year Two (TIDC Covers 74%)	All	Maverick 75%	Dimmit 15%	Zavala 10%
Modified Year One **Phase-In Budget**	$1,709,283			
TIDC Grant	$1,264,869			
County Share (allocated)	$444,414	$333,310	$66,662	$44,441

Projected Year Three and Beyond (TIDC Covers 2/3)	All	Maverick 75%	Dimmit 15%	Zavala 10%
Modified Year One **Phase-In Budget**	$1,709,283			
TIDC Grant	$1,139,523			
County Share (allocated)	$569,760	$427,320	$85,464	$56,976

Organization	Texas RioGrande Public Defender
County	Maverick RPD
Contract Period:	October 1st, 2025 - September 30th, 2026
Contract Budgeted Amount:	$ 1,522,053.62

Contract Budget					**Budgeted Amount**	
Contract Budget: Category	**Contract Budget: Line Item**	**Category**	**Allocation**	**Months Active**	**October '25 - September '26**	**Notes**
Personnel: Salaries	Chief Public Defender	Attorney	100%	12	$135,000.00	
	Severance				$5,192.31	
	Managing Public Defender	Attorney	100%	12	$125,000.00	
	Severance				$4,807.69	
	Felony Public Defender	Attorney	100%	9	$78,750.00	
	Severance				$4,038.46	
	Felony Public Defender	Attorney	100%	6	$52,500.00	
	Severance				$4,038.46	
	Misdemeanor Public Defender	Attorney	100%	9	$71,250.00	
	Severance				$3,653.85	
	Misdemeanor Public Defender	Attorney	100%	6	$47,500.00	
	Severance				$3,653.85	
	Office Coordinator	Support Staff	100%	12	$70,000.00	
	Severance				$2,692.31	
	Paralegal	Support Staff	100%	12	$65,000.00	
	Severance				$2,500.00	
	Paralegal	Support Staff	100%	9	$48,750.00	
	Severance				$2,500.00	
	Investigator	Support Staff	100%	12	$65,000.00	
	Severance				$2,500.00	
	Investigator	Support Staff	100%	6	$32,500.00	
	Severance				$2,500.00	
	Case Worker	Support Staff	100%	9	$48,750.00	
	Severance				$2,500.00	
sub-total Salaries					$ 840,000.00	12.0 FTE
sub-total Severance					$ 40,576.92	
Sub-Total Salaries & Severance					**$ 880,576.92**	
Fringe Benefits	**Fringe Benefits: Attorneys (36.00%)**				$183,600.00	
	Fringe Benefits: Support Staff (33.09%)				$109,197.00	
sub-total Fringe Benefits					$ 292,797.00	
Total Personnel (Salaries And Fringe Benefits, Severance not Included)					**$ 1,132,797.00**	
Non-Personnel Expenses	Office Space				$ 36,000.00	
	Office Utilities				$ 5,400.00	

	Telecommunications				$ 9,000.00	
	Office Supplies & Equipment				$ 10,000.00	
	Case-related Expenses				$ 20,000.00	
	Training				$ 24,000.00	
	Contract Services				$ 69,000.00	
	Software & Technology				$ 40,000.00	
	Travel				$ 22,000.00	
	Indirect 10%				$ 113,279.70	
TOTAL NON-PERSONNEL					($ 348,679.70)	
TRGPD Total Costs: October 1st, 2025 - September 30th, 2026					**$ 1,522,053.62**	

2026 Maverick County Improvement Grant Application Narrative
Tri-County Public Defenders Office Initiative
Rural Regional Public Defender Sustainability

a. Application Form

Counties Represented: **Dimmit, Maverick, Zavala**
Fiscal Year: **2026**
State Payee Identification Number: **17460007028**
Division To Administer Grant: **293rd Judicial District Court**
Program Title: **Tri-County Public Defenders Office Initiative**
Requested Grant Amount: **$1,367,426.17**
Authorized Official: **Maribel Flores**
Financial Officer: **Gloria Martinez**
Program Director: **Lupita Adams**
Mailing Address: **500 Quarry Street; Suite 4; Eagle Pass, TX 78852**

b. Introduction (Executive Summary)

Texas Rio Grande Public Defender's Maverick County Regional Public Defender will provide comprehensive legal representation to indigent defendants in felony and misdemeanor cases in Dimmit, Maverick, and Zavala counties. The program aims to ensure that all qualifying individuals receive fair, effective, and timely legal counsel, while promoting efficiency in handling caseloads. By creating a unified, well-resourced office, the program will address the current challenges of inconsistent legal defense, lack of resources, and overloaded caseloads in these rural counties. The office will address a regional shortage of attorneys available to take indigent cases by creating a legal team dedicated to indigent defense in the tri-county. TRGPD will provide training opportunities, develop the skills of all staff members, and attract talent into the area. The program will ensure the provision of client-centered representation, adherence to statutory, procedural, and ethical guidelines, and uphold standards of professionalism. The program aims to increase local appointment of counsel rates, ensure timely representation, minimize the amount of time indigent defendants are detained due to delays, and provide a reliable, skilled, and professional institutionalized defense function to the local courts. Ultimately, the program will improve access to justice and support the constitutional rights of defendants across the region.

c. Problem Statement

The current system of indigent defense in Dimmit, Maverick, and Zavala counties is inadequate to meet the needs of the growing populations and increasing caseloads. Few attorneys in the area are willing and able to serve on the appointment wheels of our counties, and many who do are often juggling numerous obligations and appointed to far too many cases. Appointment of counsel rates in the tri-county are well below the state average in almost all categories. Many indigent defendants are currently held in jail for long periods of time due to delays in receiving legal representation, which not only undermines their right to due process and a fair trial, but also imposes significant financial strain on the county's jail system. The lack of sufficient indigent representation in the area has resulted in high jail population, slow case resolution times, and prolonged detention. These issues have garnered local and national attention. There is widespread recognition in the region that the indigent defense function is currently inadequate to meet the needs of the community. However, due to a lack of financial resources and absence of institutionalized indigent defense in the region, it is difficult for the courts and local stakeholders to address the problem.

d. Objectives

1. Increase annual appointment of counsel rates for misdemeanor and felony cases in the tri-county region.

2. Ensure compliance with statutory guidelines for appointed counsel contact with clients, namely, make every reasonable effort to contact the client not later than the end of the first working day after the date on which the attorney is appointed and to interview the defendant as soon as practicable after the attorney is appointed.

3. Decrease jail utilization and costs.
   a. Review jail logs weekly to monitor, record, and evaluate arrest and detention data.
   b. Enforce compliance with state magistration timelines and bond-setting laws and improve access to justice by conducting pre-trial bond advocacy.
   c. Secure timely release of all indigent defendants whose charges are not filed within the statutory window, reducing jail costs and civil lawsuit exposure.

d. Provide support to clients to ensure compliance with conditions of release and in turn decrease rates of subsequent re-detention.

e. Advocate for alternatives to incarceration, including substance abuse counseling, mental health treatment, and community-based programs.

4. Enforce TIDC caseload guidelines.

a. Actively monitor attorney case assignments to ensure appropriate caseload balancing and TIDC caseload compliance across the program.

b. Monitor the flow of appointments to confirm intakes are consistent with the contracted appointment numbers.

c. Collect, compile, and distribute data related to case dispositions.

5. Increase court docket efficiency.

a. Coordinate docket schedules across the three counties.

b. Ensure that a public defender representative is present for all properly noticed dockets.

c. Decrease case resets and court backlogs that are the result of conflicting obligations of private counsel.

d. Address communication issues that contribute to failure to appear rates.

6. Provide monthly reports that include the following data:

a. Caseload snapshot of total public defender program caseload by case type

b. Total new monthly appointments

c. Total monthly dispositions

7. Provide TIDC standardized quarterly reports that include the following data:

a. Narrative summaries of program highlights and challenges

b. In-depth case data (appointments, dispositions, time in custody, bond advocacy, substantive motions filed, jury trials held, etc.)

c. Financial progress reports.

8. Establish a public defender oversight board whose function is to monitor and evaluate the public defender's office, ensuring its adherence to standards and best practices.

9. Conduct annual case data reviews and compile annual IDER report data to assist the counties in their reporting obligations.

10. Utilize TRGPD expertise to decrease the indigent defense function burden on county resources.

e. Activities

Implementation

Texas Rio Grande Public Defender has specialized knowledge and considerable experience in the creation and implementation of new public defender programs and administering programs funded jointly by TIDC and county partners. Having all the necessary infrastructure in place from the business operations perspective, the organization is ready and able to hit the ground running with this program. The existing infrastructure includes: case management software, legal research partnerships, in-house training and professional development, access to third-party training and education programs, recruitment networks for attracting qualified attorneys and staff, onboarding training for new hires, extensive expertise in workflow processes, data collection and data integrity assurance measures, coordinating with local stakeholders to carry out the defense function, and providing internal safeguards to ensure the provision of quality, client-centered representation. The organization would be able to expand its current infrastructure with considerably less upfront resource expenditure than would be required for the counties to establish such a program from scratch. TRGPD brings to the county the support of a non-profit executive team with considerable experience in this area to assist in data collection and reporting and the administrative and managerial demands of implementing such a program, as well as a network of attorneys and staff serving other programs to provide insight and support to the newly established Maverick RPD team.

Operation

TRGPD has extensive experience coordinating with local stakeholders to address the specific needs of the jurisdiction. Our team of professionals regularly meet with local officials to discuss program operations and address concerns at the local level. TRGPD will be an integral part of the criminal justice function, and will collaborate with judges, court staff, prosecuting agencies, probation and pre-trial services, and jail staff as appropriate to carry out the defense function.

TRGPD has expertise navigating the requirements of TIDC grant funding, and the skills and capacity to conduct the requisite data collection, reporting, and advocacy related to grant funding.

TRGPD has developed systems for all stages of representation and carrying out the indigent defense function.

From intake through disposition, dedicated and skilled staff are responsible for the following:

1. Track and monitor attorney case assignments and compliance with client contact timelines.

2. Conducting thorough new client intake and inputting all relevant data into our case management system.

3. Conducting thorough new client interviews to prioritize case and client related tasks, develop possible case strategies, and advise clients about their case.

4. Monitoring jail logs provided by regional jails and tracking client/potential client custodial status.

5. Conducting pre-trial bond advocacy.

6. Calendaring important statutory deadlines, court dates, filing deadlines, and docket control orders.

7. Filing standard motions and notice of representation in all cases.

8. Conducting timely requests and review of discovery, necessary legal research, drafting and filing of substantive motions, and any other necessary case preparations.

9. Conducting mitigation interviews with clients and compiling relevant information to improve case outcomes.

10. Ensuring prompt and prepared attendance at all court hearings.

11. Uphold statutory and ethical standards related to the attorney-client relationship

12. Provide training opportunities for all staff, both in-house and through third party partners

13. Utilization of a robust staffing model that prioritizes efficiency of time resources and utilizes the expertise of various professionals.

The Program Will:

a. Employ staff investigators to conduct client and witness interviews, gather relevant records (surveillance videos, evidence, medical records, employment verifications, educational records, veteran service records, etc.), conduct crime scene visits, review body cam/dash cam footage, serve subpoenas, etc.

b. Provide access to a staff case worker, typically a peer support specialist with lived experience and specialized knowledge related to mental health and/or substance abuse, who can help connect TRGPD clients to appropriate external resources such as regional mental health authorities, rehab programs, food banks, and other services.

c. Uphold the requirements of Padilla vs. Kentucky for clients with immigration concerns and ensure that relevant and accurate immigration advice is provided to every client facing collateral consequences.

d. Utilize legal assistants and/or paralegals to maximize the efficiency of attorney time resources, ensure accurate and timely data collection and entry, conduct case file maintenance, and provide support to attorneys.

f. Evaluation

TRGPD's case management software will serve as the primary source of all relevant and necessary data for TRGPD's reporting obligations and audit purposes. This data will also assist the county and TIDC in evaluate progress towards the program's objectives.

Data that will be collected, reported, and evaluated here will include:

- Average number of days between appointment and initial client contact
- Monthly public defender case dispositions, to be compared against county records
- Number of bond writs filed each month, and number of bond hearings held
- Quarterly reports will note additional services provided to public defender clients, specifically tracking mental health referrals, substance abuse counseling assistance, social services, and immigration

consultations

On an annual basis, the county will utilize data logged in CMS by the county clerk to calculate the percentage of clients appointed to counsel within 24 hours after magistration.

The CMS or Data Analytics program we use, called SARa will auto-count annual cases attorneys close; we'll monitor this monthly to confirm steady progress as well as that they comply with TIDC guidelines.

SARa will measure average jail days saved each month against our baseline. This will be achieved through matching sheriff's booking/release data to CMS records.

The Public Defender Oversight Board holds quarterly meetings to review quarterly program and financial reports, discuss program progress, and receive updates. Annual, a financial report will be submitted to the county commissioAners.

Program implementation is estimated to take approximately six months. During that time frame, progress check-ins will occur bi-monthly for hiring as well as for office openings with CMS setup.

g. Future Funding

TIDC will continue to reimburse annual costs by two-thirds.

Each year the counties will match the one-third, dividing it by each county's responsible percentage.

When FY 2027 begins, the county-match portion will be included as a line item in each county's yearly criminal justice budget.

Commissioners Court budget discussions will be informed by quarterly reports on jail-bed savings, annual dispositions, along with bond-advocacy outcomes. These reports will justify continued support for them.

To make certain benchmarks are indeed met, as funding aligns with outcomes, the Public Defender Oversight Board will review fiscal reports along with programmatic quarterly reports.

At each county's Commissioners Court, there will be annual presentations to highlight cost-savings plus service improvements plus client impacts since that reinforces the value of the office.

TIDC's reimbursement funds us, as our backbone. We will seek out targeted grants for expanding services without altering what is the core two-thirds/one-third funding split, like mental health diversion or technology enhancements.

The Tri-County Public Defender's Office can become a truly enduring component of our regional indigent defense system since it combines the multi-year reimbursement structure from TIDC with a predictable county match that will be escalating plus strong oversight.

h. Budget Narrative and Budget Form

Summary Version:

The personnel budget, $1,413,347.93, includes investigators who conduct interviews with complainants, witnesses, and law enforcement. Caseworkers/Peer Support Specialists who work closely with people experiencing challenges around mental health, substance use, disabilities, and incarceration to improve case outcomes. Paralegals who provide legal, administrative, and clerical support to attorneys. A Support Staff Manager oversees these functions to ensure operational quality. Misdemeanor and felony public defenders deliver zealous, client-centered representation for individuals facing criminal charges, along with felony defenders handling more complex cases. The Managing Public Defender combines direct felony defense work with supervision of attorney staff, while the Chief Public Defender provides overall strategic leadership and management for the regional office.

The non-personnel budget, $269,800.00, supports the launch and operation of a regional public defender office located in Eagle Pass and serving Maverick, Dimmit, and Zavala Counties under a contract with TRGPD. Cost estimates modeled on Bee RPD's historical expenses. It covers essential operating needs such as rent, utilities, telecommunications, and office supplies, along with case-related costs like expert witnesses and legal research. Funding also supports staff development through CLEs and other trainings, interpretation services for non-English or non-Spanish speakers, and technology subscriptions including LegalServer and Westlaw. Travel expenses account for mileage and rental cars for court and jail visits, while indirect costs, calculated at 10% of personnel salaries, cover overhead such as administrative support and IT infrastructure.

Budget Narrative: Non-Personnel Categories Section

This budget funds the launch and operation of a regional public defender office located in Eagle Pass and serving Maverick, Dimmit, and Zavala Counties under a contract with TRGPD. In addition to staffing 11.25 FTEs, the budget includes $269,800.00 in non-personnel expenses. These expenses are modeled on historical actuals and operational needs observed in Bee RPD, a comparable office in size. Below is a detailed explanation of what is included in each non-personnel category and how the costs were derived:

Office Space: $33,600.00. This covers monthly rent for leased office space to house staff and operations. The estimate assumes a monthly rent of $2,800. The figure is based on comparable lease rates from Maverick county.

Office Utilities: $6,500.00. Utility expenses include electricity, water, gas, and waste services required to keep the offices operational. The estimate is modeled on Bee RPD's FY' 24 utility expenses, adjusted for office size and regional rates.

Telecommunications: $7,500.00. This category includes expenses for:

Zoom phone systems for office lines and collect call services to speak with incarcerated clients. The figure is based on monthly telecommunications costs from Bee RPD and scaled for two office locations.

Office Supplies & Equipment: $10,000.00. Covers general supplies such as pens, paper, folders, printer toner, staplers, label makers, and shredders. Also, one-time purchases of necessary equipment to start a new office. This amount is benchmarked against Bee RPD's historical spending on similar supplies.

Case-Related Expenses. $15,000.00. Includes filing fees, court records, transcript orders, expert witness fees and consultation charges, and legal research fees not covered under subscriptions. Estimated using Bee RPD's average litigation-related spending over the past fiscal year.

Training: $22,000.00. Covers staff development through: Continuing Legal Education courses, Conference registration and travel, Spanish language classes or other skill-building programs that improve staff's ability to perform their job. Budgeted at $2,000 per FTE, with a total of 11 FTEs (rounded down).

Contract Services: $25,000.00. This includes: On-demand interpretation and translation services for clients who do not speak English or Spanish, and contracted attorneys if coverage gaps emerge due to unexpected caseloads. Projected based on Bee RPD's current expenses and adjusted for the expected client population's linguistic needs.

Software & Technology: $15,000.00. Includes licensing and subscription costs for, LegalServer (case and time tracking database), Westlaw (legal research), TransUnion, Reduct, and other case management tools.The total is based on actual expenditures from Bee RPD for similar software usage.

Travel: $20,000.00. Funds travel-related costs such as mileage reimbursement for travel to jails, courts, and client homes, and rental car usage and gas reimbursement when more cost-effective than mileage.

Estimated by using average travel claims in Bee RPD.

Indirect Costs: $115,200.00. This reflects 10% of gross personnel salaries. These funds cover general overhead costs such as: Administrative support, insurance, IT services and system maintenance, and rent, utilities, and office infrastructure not captured elsewhere.

Personnel Costs		$1,413,347.93
FTE's	11.25	
Salary	$1,046,250.00	
Fringe Benefits	$367,097.93	
Travel and Training		$42,000.00

Equipment	$32,500.00
Supplies	$55,100.00
Contract Services	$25,000.00
Indirect	$141,334.79
Total	$1,709,282.72
Required County Match	$341,856.54
Total less County Match	$1,367,426.18



READ ME

Texas Rio Grande Public Defender Proposal for Maverick County Regional Public Defender

The enclosed sheets contain a proposed budget for a tri-county rural regional public defender office serving Maverick, Dimmit, and Zavala Counties. For now, we are calling this the Maverick County Regional Public Defender.

Table of Contents

I. Summary – Here you will note the overall cost of the program, the monthly invoice amount, and the estimated reimbursement from TIDC.

II. Personnel – Proposed staffing of the office. This level of staffing is based on an analysis of the estimated annual case numbers provided by the county (located in tab IV) as applied to the Texas Indigent Defense Commission's annual caseload guidelines. The attorney salaries include a $25,000 border incentive that has been critical in recruiting applicants to move to the area. Our programs typically have a 1-1 attorney to support staff ratio, and that is reflected here.

III. Non-Personnel – Estimated non-personnel costs of operating the program.

IV. Caseloads – Estimated caseloads provided by Maverick County and the annual caseload allowables that would be possible under this proposed budget. This tab also calculates that the breakdown of program resource needs based on this proposal would be 75% Maverick, 15% Dimmit, and 10% Zavala.

Maverick, Dimmit, Zavala Non-OLS Office Total Costs		
	Year 1	Year 2
	TIDC 80%	TIDC 66.67%
Total Annual Program Cost	$1,709,282.72	$1,709,282.72
Monthly Invoice Amount	$142,440.23	$142,440.23
TIDC Estimated Contribution	$1,367,426.17	$1,139,521.81
Annual Cost to Counties	$341,856.54	$569,760.91

Job Position	Caseload Allocation	FTE	Salary	Fringe	Fringe Rate	Total
Chief Public Defender	30%	100%	$150,000.00	$54,000.00	36.00%	$204,000.00
Managing Public Defender	70%	100%	$130,000.00	$46,800.00	36.00%	$176,800.00
Felony Public Defender	100%	100%	$115,000.00	$41,400.00	36.00%	$156,400.00
Felony Public Defender	100%	100%	$115,000.00	$41,400.00	36.00%	$156,400.00
Misdemeanor Public Defender	100%	100%	$104,000.00	$37,440.00	36.00%	$141,440.00
Misdemeanor Public Defender	100%	100%	$104,000.00	$37,440.00	36.00%	$141,440.00
Support Staff Manager	0%	100%	$65,000.00	$21,508.50	33.09%	$86,508.50
Paralegal	0%	100%	$60,000.00	$19,854.00	33.09%	$79,854.00
Paralegal	0%	100%	$57,000.00	$18,861.30	33.09%	$75,861.30
Investigator	0%	100%	$60,000.00	$19,854.00	33.09%	$79,854.00
Investigator	0%	100%	$70,000.00	$23,163.00	33.09%	$93,163.00
Case Worker	0%	25%	$16,250.00	$5,377.13	33.09%	$21,627.13
Totals	5	11.25	$1,046,250.00	$367,097.93	34.55%	$1,413,347.93

Line Item	Amount
Office Space	$33,600.00
Office Utilities	$6,500.00
Telecommunications	$7,500.00
Office Supplies & Equipment	$10,000.00
Case-related Expenses	$15,000.00
Training	$22,000.00
Contract Services	$25,000.00
Software & Technology	$15,000.00
Travel	$20,000.00
Indirect Costs	$141,334.79
Total Non-Personnel	$295,934.79

Annual Caseload Under Proposed Budget							
County	Annual Felonies	Annual Misdemeanor	Annual Juvenile	Annual Appeals	Total Cases	Total FCE	Caseload By County
Maverick	288	339	0	0	627	480	75%
Dimmit	58	68	0	0	126	96	15%
Zavala	38	45	0	0	83	63	10%
Total	384	452	0	0	836	640	100%
Total Attorneys	3	2	0	0			

Annual Estimates Provided by County						
County	Annual Felonies	Annual Misdemeanor	Annual Juvenile	Annual Appeals	Total Cases	Total FCE
Maverick	280	457	0	0	737	539
Dimmit	65	90	0	0	155	116
Zavala	40	51	0	0	91	69
Total	385	598	0	0	983	723
Total Attorneys	3.01	2.65	0	0		

OFFICE OF THE COUNTY JUDGE
THE HONORABLE RAMSEY ENGLISH CANTÚ

Office of the County Judge
Maverick County Courthouse
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852

June 18, 2025

Texas Indigent Defense Commission
via email – Mr. Edwin Colfax

To Whom It May Concern,

On behalf of Maverick County, I write in full support of the county's application to the Texas Indigent Defense Commission for funding under the Indigent Defense Improvement Grant Program. The purpose of this request is to establish a Public Defender's Office to serve the needs of indigent individuals facing criminal charges in our county.

Maverick County is committed to strengthening its criminal justice system by ensuring that all individuals, regardless of income, receive fair and effective legal representation. Establishing a Public Defender's Office is a critical step forward in addressing long-standing challenges related to case backlogs, inconsistent representation, and the over-reliance on assigned counsel systems. A dedicated office will allow for greater efficiency, accountability, and quality of service while promoting cost-effective delivery of indigent defense.

This initiative is in full alignment with the values and objectives of the Texas Indigent Defense Commission. The Commissioners Court has approved a resolution in support of this application and designated the necessary leadership and administrative staff to carry out this project effectively, including myself as the Authorized Official, Isaak T. Ruiz as the Program Director, and Gloria Barrientos as the Financial Officer.

We appreciate the opportunity to work in partnership with the Texas Indigent Defense Commission on this important endeavor. We believe that this project will result in long-term improvements that enhance public trust and ensure constitutional protections for all members of our community.
Thank you for your consideration.

Sincerely,

Ramsey English Cantu
Maverick County Judge

PHONE: 830-773-3824 500 QUARRY STREET, SUITE 3 EAGLE PASS, TEXAS 78852 FAX: 830 773 6450

2026 Maverick County Resolution
Indigent Defense Improvement Grant Program

WHEREAS, under the provisions of the Texas Government Code § 79.037 and Title I of the Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, the Commissioners Court authorizes this grant program to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Maverick County Commissioners Court has agreed that in the event of loss or misuse of the funds, Maverick County Commissioners Court assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that Ramsey English Cantu, Maverick County Judge is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Isaak T. Ruiz, Grant Administrator is designated as the Program Director and contact person for this grant and Gloria Barrientos, Auditor is designated as the Financial Officer for this grant.

Adopted this 26 day of June 2025.

Ramsey English Cantu
County Judge

Attest:

County Clerk

Internet Submission Form

After submitting the Improvement grant application on-line, the following Internet submission confirmation number was received #D20261620920250509. This grant application submission was in accordance with the Commissioners Court Resolution above.

Ramsey English Cantu
Authorized Official

APPROVED BY C.C.
This 14th day of May ,25
At 11:30 o'clock, A M
MICHELLE B. URRABAZO
County Clerk, Zavala County, Texas
By MUrrabazo

2026 Zavala County Resolution

Indigent Defense Improvement Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Commission on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Zavala County Commissioners Court has agreed that in the event of loss or misuse of the funds, Zavala County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that Maribel Flores is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Lupita Adams is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 14th day of May, 2025.

Jesse Gonzales
County Judge

Attest:
Michelle B. Urrabazo
County Clerk

COUNTY CLERK ★ ZAVALA COUNTY TEXAS ★

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Commission Special Counsel.

Internet Submission Form

After submitting the Improvement grant application on-line, the following Internet submission confirmation number was received #_____. This grant application submission was in accordance with the Commissioners Court Resolution above.

Maribel Flores
Authorized Official

Honorable Martha Alicia Gomez Ponce
Dimmit County Judge
Dimmit County Courthouse Annex
212 N. 4th Street
Carrizo Springs, Texas 78834

Dear Judge Flores,

I am writing to express my full support for the 293rd District Court's application for the Texas Indigent Defense Commission (TIDC) Improvement Grant. The establishment of a Public Defender's Office for Dimmit, Maverick and Zavala Counties is a critical step toward ensuring equitable access to justice for our communities.

This initiative will greatly enhance the quality of legal representation for indigent defendants, addressing a vital need in our tri-county area. By alleviating the shortage of attorneys available for felony court appointments, this project will help uphold the integrity of our judicial system.

I understand that the deadline for the TIDC grant application is approaching, and I am pleased to provide this letter of endorsement to support your efforts.

Please feel free to contact me directly if there is anything further, I can do to assist in this matter.

Sincerely,

Martha Alicia Gomez Ponce
Dimmit County Judge

OFFICE OF THE COUNTY JUDGE
THE HONORABLE RAMSEY ENGLISH CANTÚ

Office of the County Judge
Maverick County Courthouse
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852

November 24, 2025

Texas Indigent Defense Commission
via email—Mr. Edwin Colfax

To the Commission:

On behalf of Maverick County, I write to update the Commission on the county's progress toward establishing a public defender office with Texas Rio Grande Public Defender and request additional temporary funding to finalize our agreement.

Financial circumstances in Maverick County have stressed the county's budget in the current fiscal year. The county has created a County Court at Law to increase the efficiency of our criminal justice system and is not able to fund the current match figure of $182,646 for a public defender's office in Fiscal Year 2025 at the same time. After reviewing our financial forecast, Maverick County will be able to fund a maximum of $60,000. We are requesting additional support from TIDC through a Supplemental Grant to support $122,646 in funding.

As expressed in my letter of support on June 18, 2025, Maverick County remains committed to strengthening its criminal justice system so that all individuals, regardless of income, receive fair and effective legal representation. We remain supportive of establishing a public defender's office with Texas Rio Grande Public Defender. And we are optimistic that with the beginning of operations and more time to forecast our budget in future years Maverick County will be able to increase its contribution in future years. However, at point of inception this year, Maverick will require this additional financial support.

While we are aware of the additional burden of this ask, we sincerely hope that this important initiative does not falter at the finish line. Thank you for your consideration.

In public service, I remain,

Ramsey English Cantu
Maverick County Judge

PHONE: 830-773-3824 500 QUARRY STREET, SUITE 3 EAGLE PASS, TEXAS 78852 FAX: 830 773 6450

Timeline for Reporting and Fund Distribution
Reports will be submitted on-line at tidc.tamu.edu.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2025 through December 2025	Grant Expenditure Report Progress Report	January 15, 2026	February 2026
January 2026 through March 2026	Grant Expenditure Report Progress Report	April 15, 2026	May 2026
April 2026 through June 20206	Grant Expenditure Report Progress Report	July 15, 2026	August 2026
July 2026 through September 2026	Grant Expenditure Report Progress Report	October 15, 2026	December 2026

ADDENDUM B:

EXECUTED CONTRACT BETWEEN MAVERICK COUNTY AND TEXAS RIOGRANDE PUBLIC DEFENDER

REGIONAL PUBLIC DEFENDER SERVICES CONTRACT

between

MAVERICK COUNTY, TEXAS

and

TEXAS RIOGRANDE PUBLIC DEFENDER

October 1, 2025

Regional Public Defender Services Contract

Maverick County, Texas ("the County") and Texas RioGrande Public Defender ("TRGPD") hereby enter into this agreement under which TRGPD agrees to perform legal services for persons accused of crimes in Maverick County and other counties that have agreed to participate in the Regional Public Defender ("RPD") Program that is established pursuant to this contract. The counties participating in the Maverick RPD are Maverick, Dimmit, and Zavala. Maverick County is the designated administrative county, and the other participating counties have executed interlocal agreements with Maverick County with respect to the terms of their participation that incorporate the terms of this agreement.

1. **Parties.**

   a. Maverick County, Texas is a political subdivision of the State of Texas and is authorized by the laws of the State to execute this agreement.

   b. Texas RioGrande Public Defender is a non-profit corporation organized and operating under the laws of the State of Texas for the purpose of providing legal services to persons who are financially unable to pay for the services of attorneys engaged in the private practice of law. TRGPD has full authority to provide the services required under the terms of this agreement.

   c. Dimmit and Zavala Counties are each political subdivisions of the State of Texas and shall contribute each county's share of funding to the program to Maverick County as outlined in the interlocal agreements between Maverick County and Dimmit County and between Maverick County and Zavala County.

   d. During the term of this contract, if other counties elect to participate in the regional public defender program with the contract of Maverick County, the other currently participating counties, and TRGPD, an amendment will be executed detailing the terms of their participation, the county or counties being added, the percentage and type(s) of cases for which TRGPD will provide representation, and the necessary staffing and budget adjustments.

2. **Term of the Agreement.** This agreement will be in effect from October 1, 2025, until September 30, 2026. If this agreement is not modified or terminated in writing by the parties before August 31 of each subsequent year, this agreement shall automatically be renewed for another one-year term commencing on October 1 of each subsequent year.

   a. It is mutually understood that the services provided under this agreement are funded by grant funds from the Texas Indigent Defense Commission (TIDC) and revenues from the counties participating in the Maverick County Regional Public Defender's Office, and that the use of those funds is subject to and governed by the Texas Grant Management Standard statutes, administrative regulations, the specific conditions and requirements as outlined in the FY2025 Statement of Grant Award-Grant Number SG-26-017, the Texas Code of Criminal Procedure, the Texas Family Code, and the Texas Local Government Code.

The Judicial Appointment of Counsel Plans for reach participating county authorize the appointment of the Maverick County Regional Public Defender's Office for defendant's in non-capital adult cases and give priority to the appointment of the Maverick County Regional Public Defender's Office in those cases. The program allows the Courts of each participating county to appoint TRGPD for all cases in which appointment of counsel is appropriate.

i. The program covers adult defendants in Class A and B misdemeanor and non-capital felonies.
ii. TRGPD shall not be appointed to capital murder cases.
iii. Some appointments may occur outside of this agreement due to conflicts of interest (e.g., multiple defendants in a case), other situations described in Tex. Code Crim. Proc. Art. 26.004(j), or capital cases, which are not included in this agreement. Absent such a situation, the parties agree that, consistent with filled staff attorney positions, all eligible appointments shall be directed to TRGPD, subject to the maximum caseload capacity of the office based on TIDC caseload guidelines.

b. During TRGPD's launch and hiring legal staff ("ramp up period"), the participating counties agree to coordinate case appointments with the Chief Public Defender, or designee, so that the number of cases appointed by the participating counties to TRGPD will not either as an individual county, or the participating counties collectively, exceed the caseload capacity of the legal staff actively working in the office.

c. During the ramp up period, TRGPD will work diligently to accept appointments proportionately across County and District Courts.

d. At the time that this contract is executed, sufficient funds either are available within the counties' current grants and/or appropriations or are expected to become available to finance the costs of this contract for fiscal year 2026.

e. The parties may modify or terminate this contract by mutual agreement at any time. If a party desires to modify or terminate this agreement before the effective date of an annual term, it shall provide the other party written notice of its intent to do so no less than ninety (90) days before the effective date of the modification or termination. If termination of the contract is based upon termination or non-award of TIDC grant funding which occurs less than ninety (90) days before the end of the contract year, the party seeking termination shall provide notice of termination not less than twenty (20) days before the end of the contract year.

f. Unless otherwise agreed in writing, termination of this contract does not affect any existing obligation or liability of any party.

g. Any party's failure to enforce any provision of this contract shall not constitute a waiver by the party of that or any other provision.

h. This contract may be modified or terminated only by the means defined in Section 2. Any "suspension" or "expiration" of this agreement must conform to the subsections in Section 14.

3. **Services Provided.** TRGPD agrees to provide criminal defense services to indigent residents of the participating counties who are charged with crimes as follows:

a. Each participating county shall maintain language in its Judicial Appointment of Counsel Plan for appointment of counsel in Class A and B misdemeanors and non-capital felonies:

i. Designating the authorities therein authorized to determinate eligibility for appointed counsel and to authorize the appointment of counsel
ii. Authorizing the appointment of the Maverick County Regional Public Defender's Office for defendants in non-capital adult cases who qualify for appointed counsel
iii. Giving priority to the appointment of the Maverick County Regional Public Defender's Office in those cases.

b. After the appointment of a case to TRGPD, by an authorized appointing authority within each county, TRGPD will determine whether to accept the case, or decline it for a conflict of interest, whether the appointment exceeds the caseloads limitations for the county or court, or other reason that would be a barrier to representation. TRGPD will make the determination whether to accept an appointment within 2 business days.

c. After the ramp up period has concluded, TRGPD will accept up to the maximum number of cases per year according to EXHIBIT A, attached hereto, in accordance with TIDC caseload guidelines. TRGPD has sole authority to determine whether to accept a case for representation and will exercise that authority consistent with its internal policies and procedures, and in compliance the Texas Code of Criminal Procedure, Texas Rules of Disciplinary Procedure for Attorneys, and TIDC caseload guidelines. If TRGPD does not believe it will be able to accept the expected number of cases, either due to staff vacancies or other factors, TRGPD must notify the Maverick RPD Oversight Committee and all Judges within the Maverick RPD, in writing, within seven (7) business days of the notice of vacancy and the extent to which such staffing shortages or caseload limits will reduce the number of cases TRGPD can accept.

d. When TRGPD accepts an appointment of a case under the terms of this agreement, TRGPD shall provide representation to the client as it determines is needed to assist that client resolve the issues related to the case.

e. TRGPD in its sole discretion determines the assistance needed. Multiple activities may be undertaken to assist a client including, but not limited to: bond reduction, habeas or examining trial prior to Information or Indictment; pre-trial motions and discovery; trial to judge or jury; appeal; original actions; administrative matters; other matters intertwined

with the client's case that could impact the outcome of the case; and all activities consistent with professional responsibility, but such additional activities do not count as more than one case for purposes of this agreement. In no event shall TIDC funding be used to an appeal on an Operation Lone Star case per 89th Texas Legislative Funding limitation.

4. **Caseload Calculations.** TRGPD will ensure that TIDC guidelines are adhered to and will be enforced according to EXHIBIT A, for each county. During the time that the case is not filed or indicted, for purposes of caseload calculations, a case shall count as one half (½) of a full case. Once charges are filed or indicted, the case shall count as one (1) full case. Indicted first degree felonies shall count as two (2) full cases. Indicted sex assault cases and non-capital murder cases shall count as four (4) full cases. In the event TRGPD withdraws or rejects a case due to conflict of interest, that case shall not count towards the caseload calculation, unless TRGPD has provided substantial representation prior to discovering the conflict. If any such case is claimed by TRGPD under substantial representation, such determination may be accepted or rejected by the oversight board for this agreement.

For purposes of this agreement a case is defined as adopted by the Texas Office of Court Administration[1], and is either a misdemeanor or a felony as defined below:

a. **Misdemeanors**: A "misdemeanor" under the terms of this agreement shall include any offense punishable under sections 12.21 and 12.22 of the Texas Penal Code but shall not include Class C misdemeanors punishable under section 12.23 Texas Penal Code, or any case that does not provide for the loss of liberty as a potential sanction.

b. **Felonies**: A "felony" under the terms of this agreement shall include any offense punishable under sections 12.32, 12.33, 12.34, and 12.35 of the Texas Penal Code. It shall not include "capital felonies" punishable under section 12.31.

c. **Motions to Revoke**: A motion to revoke or a motion to adjudicate in a case shall be considered as one half (1/2) a separate "case" for purposes of this agreement.

d. **Appeals**: An "appeal" shall be considered to be any action in an appellate court, including interlocutory or direct appeals, habeas corpus actions pursuant to Tex. Code Crim. Proc. §11.07, mandamus or other extraordinary writs. Action taken in an appellate court subsequent to disposition of a case in trial court by judgment or deferred adjudication shall be considered as a separate "case". Any action involving the same defendant under a different cause number shall be considered a separate appeal for purposes of this agreement, with the exception of cases where the different cause numbers were tried together, and sentence was imposed by the court in the same hearing. Pursuant to TIDC guidelines, these cases shall count for four times a case for TRGPD caseload calculations. In no event shall TIDC funding be used to an appeal on an Operation Lone Star case per 89th Texas Legislative Funding limitation.

[1] If an indictment or information contains more than one count (Section 21.24 CCP), report this as one case under the category for the most serious offense alleged. If all counts are the same degree, report the case under the category for the first offense alleged.

e. **Pretrial Diversion Status Appointments.** Once a client has agreed to and has been accepted into a Pretrial Diversion program, the case will be deemed "disposed" for purposes of TRGPD case calculations. Should a previous client, currently on Pretrial Diversion, need representation in court in any subsequent status or admonishment proceedings, relating to that Pretrial Diversion case, the Court shall provide a new Order of Appointment for the Client, and this shall be considered a separate case.

f. After assignment, TRGPD shall provide representation and other legal services to its clients in all pre-trial, and trial matters and until such time as TRGPD withdraws from representation in accordance with the provisions of Tex. R. Prof. Conduct § 1.15, the client retains private counsel, the case is disposed on the court's docket, or the client becomes ineligible for representation under this contract. TRGPD may provide representation and other legal services to existing or prior clients for post-trial matters, other than appeals, at its sole discretion. Post-trial or post-conviction services other than appeals, modifications, status hearings, admonishments, or other representation requested by the Court, shall not be deemed additional or separate cases for purposes of TRGPD caseload calculations.

g. TRGPD will contract, hire or employ all personnel necessary to perform the services that this contract requires including those with criminal defense, investigatory, and immigration expertise, and shall maintain an appropriate and reasonable number of attorneys and support staff to perform its contract obligations. Any funding from TIDC used for immigration attorney advice shall be limited to advisals related to the immigration consequences of the criminal case and related matters and shall not extend to representation in the immigration case. TRGPD will use due diligence to hire, assign, associate and train attorneys who are qualified to provide competent and effective services to the clients served hereunder.

h. If an attorney position is vacant, TRGPD may, in its sole discretion, utilize funds designated for the vacant attorney position to contract attorneys on a time limited basis to serve as lead counsel on cases assigned to TRGPD pursuant to this contract. Upon hire of the attorney positions, TRGPD must revert appropriations designated for the attorney positions back to the designated line items in EXHIBIT A. Once the attorney position(s) is/are hired, TRGPD will assess whether to have the contract attorney complete the representation or have staff attorneys complete the representation. In the event that the contract attorney is to continue representation, sufficient funds will be earmarked from the vacant position budget line items to complete the representation.

    i. Contract attorneys are not employees of TRGPD and therefore will not receive fringe benefits.

i. TRGPD will ensure that each attorney who represents a client pursuant to this agreement provides competent, zealous legal services to each client in accordance with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and the federal and Texas Constitutions. All TRGPD attorneys agree to strive to provide constitutionally effective assistance of counsel to the client regardless of what business relationships or funding sources result in their work for

indigent criminal defendants. All TRGPD attorneys understand that failure to zealously represent each client's interests and each client's interests alone may carry legal and license consequences.

j. TRGPD shall provide adequate supervision of less experienced attorneys by more experienced attorneys and shall conduct periodic performance reviews and evaluations of the attorneys assigned to cases.

k. Services of Experts and Other Consultants.

i. TRGPD may engage expert witnesses, stenographers and technical consultants to perform reasonable and necessary services under this contract, utilizing the designated expert and litigation budget as outlined in EXHIBIT A. Should TRGPD need additional expert funds, in excess of the amounts budgeted for this contract, TRGPD may seek additional county funding from the court before which each case is pending by proper motion.

ii. For cases in which a competency evaluation is necessary under the Code of Criminal Procedure 46B or 46C, the county shall pay for the court ordered evaluation services as provided under the Code of Criminal Procedure.

5. **Appointment of Cases.** TRGPD shall begin accepting case assignments under this agreement on October 1, 2025, subject to its capacity limitations during the ramp up period.

a. During the period of this agreement TRGPD shall notify the participating counties immediately upon determining that:

i. One or more courts are not assigning cases to the Maverick RPD for which the program has capacity for accepting additional assignments; or,

ii. TRGPD will reach its total contract quota of cases before the expiration of a term of this contract, requiring it to pause accepting appointments until the rate of appointments returns to assumed by this contract's quota. TRGPD will rely on the monthly appointment rates as shown in EXHIBIT A in determining whether it must pause appointments for the RPD, a specific attorney employed by the RPD, or both.

iii. In either circumstance described in Sections 5(a)(i) or 5(a)(ii), the Maverick RPD Oversight Committee, within 30 days of received written notice from TRGPD, shall convene a meeting of representatives of TRGPD, the counties and applicable courts to develop a plan for effective utilization of the Maverick RPD resources or adjustment of the contract.

b. Orders of appointment will be sent to TRGPD within the timeframes specified in Article 1.051 of the Texas Code of Criminal Procedure along with all documents related to the case then in existence, including, but not limited to, the following:

i. Complaint, Information and/or Indictment;
ii. Order appointing counsel;
iii. Magistrate's Warning;
iv. Defendant's Affidavit of Indigence;
v. Inmate Mental Condition Report to Magistrate;
vi. Affidavit and Complaint for Warrant of Arrest; and
vii. All other documents in the Justice of the Peace, County and/or District Court file.

6. **Contract Amount and Payments.** The total contract amount of this agreement is One Million, Five Hundred Twenty-Two Thousand, and Fifty-Four Dollars ($1,522,054) for fiscal year 2026 (October 1, 2025 – September 30, 2026).

a. Maverick shall advance TRGPD an amount equal to the anticipated operating expenses for the first fiscal quarter (three months) based on the annual contract value upon Maverick receiving funds for this purpose from TIDC. For the first quarter of the second and subsequent fiscal years of program operations, Maverick shall advance TRGPD an amount equal to the projected actuals less cash on hand. TRGPD must provide supporting documentation and the basis for the projected costs.

b. TRGPD will report to Maverick, at least quarterly, actual eligible expenses incurred, which will be deducted from the amount advanced. Additional advance requests may be submitted after two months of actual expenses incurred and reported. Balance of cash on hand (income received less expenses reported) and program income (income generated or earned as a result of program activities) will be required for processing any advance request. To be considered for an advance payment, TRGPD must be current with all required reports.

c. When submitting a request for an advance payment, TRGPD must submit an up-to-date (1) financial report including the required TIDC reporting data; (2) cash on hand report using the Cash on Hand Analysis form; and (3) Statement of Activities for the fund. Requests for an advance of contract funds may be denied, and an expense reimbursement system may be implemented, if required reports are not submitted. Maverick will not advance funds to TRGPD if it would result in TRGPD having an advanced fund balance of more than three months, or the contract term balance if less than three months, of the contract's budgeted costs.

d. Maverick agrees to review all reports received from TRGPD and will notify TRGPD in writing if there are any issues to resolve, including if additional information is needed, to process either an advance or reimbursement for actual expenses incurred. Maverick must process payment to TRGPD within seven (7) business days of receiving reimbursement from TIDC.

e. TRGPD must use any program income to offset eligible program costs. Program income shall not increase the total program budget. Program income will reduce advance payments by an equivalent amount.

f. EXHIBIT A, attached hereto reflects TRGPD's staffing Budgets per county for this contract. Staffing changes or budget adjustments, which consist of reallocations of funds among or within budget categories in excess of $10,000 or ten percent of the original approved budget category, whichever is less, are considered budget adjustments and must be agreed to in writing by both parties. Title changes in attorney line-item positions do not require approval by the counties provided that the line item does not result in a reallocation of funds among or within budget categories in excess of $10,000 or ten percent of the original approved attorney line-item position.

7. **Carry-Over.** If on September 30, 2026, or at the conclusion of any twelve-month period thereafter, there is a surplus of funds, TRGPD shall deduct any surplus from its next invoice after the close of the contract year, and from invoices for subsequent months if necessary. In the event the contract is not renewed, TRGPD will return any surplus to the County pursuant to the wind-down procedure described herein.

8. **Reporting, Accounting and Record keeping.**

a. Within one month of the execution of this Agreement, TRGPD must provide Maverick County and the Maverick RPD Oversight Committee, with its policies and procedures related to representation covered by this agreement.

b. TRGPD will provide a quarterly report to Maverick County, TIDC, and the Maverick RPD Oversight committee, according to the schedule below, and on or before the 15th day of the month, following the conclusion of a quarter, if this agreement is auto-renewed or extended. The quarterly reporting shall include:

i. Financial reporting showing budgeted vs. actual expenditures, and the status of funds not expended,
ii. Programmatic reporting based on metrics identified by TIDC, and
iii. Staffing reporting that documents job title, hire dates, separation dates, transfers, vacancies, percentage of time dedicated to the Maverick RPD, and actual salaries and fringe benefits for each funded and filled position, or projected salaries for vacant positions.

Reporting Period	**Date Report Due**
October through December	January 15
January through March	April 15
April through June	June 15
July through September =	October 15

c. TRGPD staff shall maintain current information, including pleadings and other case-related documents, on each case. That information shall be made available to the Maverick RPD Oversight Committee, under circumstances in a format, that does not require a client to waive the attorney-client privilege, or the attorney to violate the confidentiality standards of the profession, Tex. R. Prof. Conduct 1.05, or any other provision of law.

d. TRGPD will provide a monthly report to the Maverick RPD Oversight Committee, with updates on number of cases that have been accepted, the number of cases that have been disposed, and the status of the pending accepted cases.

e. TRGPD will record attorney and support staff work time in a manner that allows for accurate completion of the Indigent Defense Expenditure Report (IDER) and Public Defender Addendum (PD Addendum) as the County is required to submit to TIDC. The Records must contain sufficient detail to allocate time and salary across the categories of offenses and to document the number of cases disposed by each attorney funded under this contract. Data covering each fiscal year (October 1 to September 30) for the IDER and PD Addendum shall be submitted to Maverick County no later than the 22nd day of October in the following fiscal year.

f. TRGPD shall designate a single point of contact with at least read-only access and general knowledge of the organizational finances regarding contract management, monitoring, and financial data reporting and to respond to the contract terms and deliverables.

g. TRGPD shall maintain financial records on an accrual basis and shall make such records pertaining to this agreement available to the County's representatives upon reasonable request.

h. TRGPD shall preserve all assignment, financial and case service records for a period of seven years from the date the case is closed.

i. TRGPD shall ensure that all attorneys hired under this contract will submit their annual percentage of practice reporting to TIDC no later than the 15th day of October for the preceding fiscal year.

9. Independent Contractor.

a. TRGPD is an independent contractor that shall complete the requirements of this contract according to its own means and methods of work, including individual case assignments, which shall be in the exclusive charge and control of TRGPD and which shall not be subject to control or supervision by the County or any judge, except as required by a Court's statutory, constitutional and inherent powers associated with the hearing and disposition of criminal cases, or as otherwise specified in this contract.

b. The Maverick RPD Oversight Committee, created by county officials and judges, may recommend to the Commissioners Court what modifications should be sought as to this contract, may monitor the caseload of TRGPD, may determine whether this contract has been violated, and may recommend removal of the public defender program to the Commissioners Court.

c. Neither the Maverick RPD Oversight Board, the Commissioners Court, the judges, nor the local defense bar may interfere with the administration or management of TRGPD, nor

require TRGPD to hire, discipline or fire employees, or otherwise interfere with office operations or policies.

d. A judge may have authority to remove an attorney in a specific case if the court finds that the attorney has failed to provide representation that meets constitutional and professional standards; in such circumstances, TRGPD retains the authority to assign a replacement attorney for the client.

10. Non-discrimination.

a. TRGPD will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, national origin, sex, sexual preference, disability, or religion.

11. Impossibility of Performance.

a. Neither party shall be responsible for delay or default caused by theft, fire, flood, riot, war or other casualty, if the delay or default was beyond the party's reasonable control.

b. In the event of circumstances beyond a party's control that may render timely performance by that party impossible under Sec. 13.a, either party may terminate this contract, or the affected party, by written notice.

12. Wind-Down Procedures.

a. **Effective Date of Termination.** Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by written notice under Sec. 2, the "effective date" of termination is September 30 of the contract year.

b. Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by mutual agreement under Sec. 2, the "effective date" of termination is ninety (90) days after such mutual agreement is memorialized in writing, or twenty (20) days if termination of the contract is based upon non-award of TIDC grant funding.

c. Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by a party under Sec. 2, the "effective date" of termination is ninety (90) days after written notice is received by the non-terminating party, or twenty (20) days if termination of the contract is based upon non-award of TIDC grant funding.

d. Upon receipt by a party of a notice of intent to terminate this agreement, no further cases shall be assigned or accepted as of the date such notice is received, or as otherwise agreed in writing between the parties.

e. TRGPD shall act in good faith to complete timely and adequate legal services on all existing cases assigned before the effective date of termination of this contract.

f. TRGPD shall promptly notify all clients with pending cases of the notice of termination.

g. TRGPD will file appropriate motions to withdraw with the court in which the case is pending and seek the appointment of private counsel for the defendant.

h. Payment after the Effective Date of Termination.

i. In the event that this agreement is not auto-renewed or upon termination of this contract and there are cases in which TRGPD is not permitted to withdraw by the court before whom the case is pending, Maverick County shall continue to reimburse TRGPD for all actual personnel and non-personnel expenses incurred to resolve all cases still pending after the conclusion of the agreement, or upon conclusion of the final extension or renewal of this agreement, along with projected expenses that TRGPD is likely to incur for costs associated with the termination of employees such as severance and vacation/sick time pay, as TRGPD is required to pay under the TRGPD Collective Bargaining Agreement. TRGPD will not be paid amounts in excess of the total contract amount or TRGPD's actual program expenditures, whichever is less.

i. If the County does not renew the Agreement, TRGPD will use the designated severance funds to pay severance for all employees assigned to the contract when their line item is eliminated. If severance is not used because the employee remains employed by TRGPD, TRGPD will return the severance received from the County associated with that employee.

j. Upon the conclusion of TRGPD's responsibilities under this agreement, the conclusion of the final extension or renewal, including the closing down or winding of operations and disposing of all remaining and pending cases, any unused funding for the Maverick RPD will be returned to Maverick County within 90 days of the end of the contract term or the final date on which operations and cases are closed and disposed of, whichever is later.

13. Contract Notices. All notices required by this contract shall be delivered in writing to the following representatives of the parties:

Maverick County
Hon. Ramsey English Cantu, County Judge
500 Quarry Street, Suite 3
Eagle Pass, TX 78852

Texas RioGrande Public Defender
David Silberthau, Executive Director
84 Northeast Loop 410, Suite 229
San Antonio, TX 78216

14. Entire Agreement.

a. This writing constitutes the entire agreement between the parties.

b. No other oral or written understandings, agreements, or representations exist regarding this agreement.

c. Any party's failure to enforce any provision of this contract shall not constitute a waiver by the party of that or any other provision.

d. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. If made, such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given and shall be strictly construed.

e. The parties, by the signatures of the authorized representatives of each, hereby acknowledge that each has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNED AND EXECUTED by the parties on the date(s) indicated by the signatures of the authorized representatives.



12.19.25
Date

Hon. Ramsey English Cantu, County Judge
Maverick County
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852



12/19/26
Date

David Silberthau , Executive Director
Texas RioGrande Public Defender
84 Northeast Loop 410, Suite 229
San Antonio, TX 78216

EXHIBIT A

The fully staffed, full-year cost for the Maverick RPD program is $1,709,283. During the ramp up period, the budget is reduced to $1,522,054 due primarily to the time required to recruit and hire program staff, as reflected in the below table.

MAVERICK RPD BUDGET AND CASELOAD LIMITS

FY25 Personnel	FTE	Salary	Fringe	Months Active	Severance	Total
Chief Public Defender (30% caseload)	1	$138,840	$49,982.40	12	$5,340.00	$194,162.40
Managing Public Defender (70% caseload)	1	$125,000	$45,000.00	12	$4,807.69	$174,807.69
Felony Public Defender 1	1	$80,250	$28,890.00	9	$4,115.38	$113,255.38
Felony Public Defender 2	1	$53,500	$19,260.00	6	$4,115.38	$76,875.38
Misdemeanor Public Defender 1	1	$71,250	$25,650.00	9	$3,653.85	$100,553.85
Misdemeanor Public Defender 2	1	$47,500	$17,100.00	6	$3,653.85	$68,253.85
Office Coordinator	1	$70,000	$23,163.00	12	$2,692.31	$95,855.31
Paralegal 1	1	$65,000	$21,508.50	12	$2,500.00	$89,008.50
Paralegal 2	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Investigator 1	1	$70,000	$23,163.00	12	$6,394.23	$99,557.23
Investigator 2	1	$32,500	$10,754.25	6	$2,500.00	$45,754.25
Case Worker	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
						$1,192,846.59

Non-Personnel	FY26
Office Space	$36,000
Office Utilities	$5,400
Telecommunications	$7,000
Office Supplies & Equipment	$10,000
Case-related Expenses	$20,000
Training	$15,000
Contract Services	$71,000
Software & Technology	$25,000
Travel	$25,000.02
Indirect Costs	$114,807
	$329,207.41

Summary – Year 1	
Total Maverick Regional PD	**$1,522,054**
Total Amount Funded by TIDC	$1,278,525
Maverick Regional PD	**$243,529**

Annual Caseload Under Proposed Budget					
County	**Annual Felonies**	**Monthly Felonies**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	288	24	339	28.25	627
Dimmit	58	4.83	68	5.67	126
Zavala	38	3.17	45	3.75	83
Total	384	32	452	37.67	836
Total Attorneys	3	10.67 per attorney per month	2	18.84 per attorney/month	

According to data by participating counties, the annual projected misdemeanor caseloads for the three counties exceed the Maverick RPD's capacity. The County should anticipate some funding for panel attorneys to cover some misdemeanor cases.

Annual Estimate Provided by County					
County	**Annual Felonies**	**Monthly Felony Appointments**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	280	23.33	457	38.08	539
Dimmit	65	5.42	90	7.5	155
Zavala	40	3.33	51	4.25	91
Total	385	32.08	598	49.83	836
Total Attorneys	3	10.69 per attorney/month	2	24.92 per attorney/month	

ADDENDUM C:

MAVERICK RPD JOB DESCRIPTIONS

Chief Public Defender

The Chief Public Defender serves as the primary leader and strategic manager of the Maverick Regional Public Defender Office, responsible for overseeing all staff and ensuring the delivery of high-quality, client-centered representation. The Chief is also responsible for communicating with key stakeholders in the jurisdictions, including the public defender's oversight board, judges, prosecutors, and other key community members.

Reporting to the TRGPD Executive Management Team, the Chief supervises the entire legal team, providing mentorship, conducting file reviews, developing trainings, and offering hands-on trial support as lead or co-counsel when needed. They manage attorney teams from case intake through resolution, maintain a reduced but active caseload, and ensure that all clients receive zealous, client-centered defense across a range of case types, including serious felonies, misdemeanors, and juvenile matters. The Chief plays a key role in identifying and addressing systemic issues within the region, collaborating with executive leadership and community stakeholders to develop creative, community-informed solutions. In addition to fostering a positive and supportive office culture, they contribute to the broader goals and development of TRGPD by aligning office practices with organization-wide initiatives and standards. This role demands strong leadership, legal expertise, and a deep commitment to justice for underserved populations.

Managing Public Defender

The managing attorney position combines the responsibilities of a Felony Public Defender with leadership and administrative oversight of attorney staff within the Public Defender's Office. In addition to representing clients in complex felony cases, the manager plays a key role in office operations and policy implementation under the direction of the Chief Public Defender. The position involves supervising, training, and mentoring attorneys and legal interns. Additionally, the Managing Attorney may conduct one-on-ones with staff, approving timesheets, reviewing training and travel requests, and ensuring the quality and consistency of legal work at the direction of the Chief. The Managing Attorney is also responsible for orienting new staff to office policies and procedures, assigning cases and projects, and supporting staff development through ongoing feedback and guidance. This role requires a deep commitment to client-centered, trauma-informed advocacy as well as the ability to foster a collaborative and accountable team environment. The manager helps shape office culture and contributes to strategic decision-making to advance the mission of indigent defense.

Felony Public Defenders

This role involves delivering high-quality, client-centered defense for individuals facing complex felony charges, often involving significant legal and factual challenges. The attorney manages all aspects of felony cases from intake through trial or other resolution, including in-depth analysis of evidence, legal research, and drafting of advanced motions and legal filings. They engage with prosecutors, law enforcement, experts, and witnesses to build strong, strategic defenses while maintaining strict confidentiality. In addition to handling a demanding caseload, the attorney provides mentorship and guidance to less experienced attorneys, fostering professional development and ensuring consistent, trauma-informed representation across the team. Active participation in training, policy discussions, and collaborative team initiatives is expected. This position plays a leadership role in advancing indigent defense practices and supporting a culture of excellence and advocacy within the office.

Misdemeanor Public Defenders

Misdemeanor public defenders serve our teams by providing zealous, client-centered defense primarily for indigent individuals facing Class A and Class B misdemeanor charges. The attorney is responsible for reviewing case facts, analyzing evidence for legal sufficiency, and managing cases from intake through resolution. Key duties include drafting motions and legal documents in compliance with current laws, and engaging with prosecutors, law enforcement, and witnesses during case preparation. The role also requires maintaining confidential case files, participating in team meetings and training, and staying informed on trends in indigent defense. A trauma-informed approach to advocacy is essential, along with a commitment to collaboration within a supportive legal team environment.

Padilla Attorney

Padilla Attorneys occupy the unique position at the intersection of criminal and immigration law, requiring a comprehensive understanding of both legal landscapes. This attorney directly contributes to the effective representation and advocacy for clients facing criminal charges. Under binding Supreme Court precedent, criminal defense attorneys must be able to competently advise clients on potential immigration consequences stemming from their criminal charges. *See Padilla v. Kentucky*, 559 U.S. 356 (2010). Due to Maverick, Dimmit, and Zavala's unique position on the border, a large share of TRGPD's clients will not be U.S. citizens, and require "Padilla" advisals. Partially funding a Padilla attorney will assists in the effective delivery of services in the border regions served by the Maverick RPD office.

Investigators

The investigator's role centers on working with attorneys to conduct thorough investigations by locating and interviewing complainants, witnesses, and law enforcement personnel. The investigator maintains detailed interview notes, uploads them to client case files, and drafts statements, affidavits, and reports to support legal proceedings. Additional responsibilities include collecting records from important in a client's defense, serving subpoenas, and performing criminal history searches on clients and associated individuals. The role also involves visiting and documenting crime scenes. Finally, investigators also assist attorneys gathering important information from clients, including social histories and family contacts. Additionally, the investigator may be required to present findings and testify in court as part of the legal process.

Caseworkers/Peer Support Specialists/Mitigation Specialists

The caseworker works closely with people experiencing challenges around mental health, substance use, disabilities, incarceration, and the different iterations of the criminal legal system. The caseworker helps clients navigate challenges outside of the courtroom that may be driving the individuals' interactions with the criminal legal system. The caseworker will work with these individuals to reach their goals by engaging them through sharing lived experiences, providing education, being a supportive presence; helping them navigate the complex legal system; participating in in-court advocacy, such as testifying under oath; and/or providing outreach in the community. The caseworker will work with individuals that may be currently incarcerated that are facing obstacles such as mental health challenges and crises, substances abuse and problems with addiction, as the individual moves from arrest to final adjudication. Caseworkers conduct detailed client interviews to gather comprehensive personal and case-related information. The caseworker investigates clients' social histories and compiles relevant documentation from diverse sources such as medical providers, schools, justice system personnel, and family members. Additionally, the position requires identifying client needs related to substance use and mental health. The caseworker translates these need into action by connecting clients with social services that address these issues—housing, rehabilitation centers, mental health providers, and other relevant institutions.

Legal Assistants/Paralegals

This role involves a combination of legal, administrative, and clerical responsibilities to support attorneys and the broader legal team. Key duties include researching case law and preparing essential legal documents such as affidavits, pleadings, and case

memoranda. The position assists in trial preparation by organizing discovery, maintaining case notes, and assembling hearing notebooks. It also requires e-filing documents, managing incoming and outgoing mail, and processing court correspondence including notices, orders, and judgments. Administrative tasks include creating and organizing case files, scheduling meetings and court dates, and coordinating team travel. The role supports client engagement by preparing resource guides and pamphlets and answering phone calls. Additionally, it includes conducting conflict checks, maintaining case calendars, and performing general office tasks such as copying, shredding, and relaying messages. This position plays a vital role in ensuring the smooth and organized operation of legal casework from start to finish.

ADDENDUM D:
CONTRACT FOR SERVICES BETWEEN TEXAS RIOGRANDE PUBLIC DEFENDER AND MAVERICK COUNTY

REGIONAL PUBLIC DEFENDER SERVICES CONTRACT

between

MAVERICK COUNTY, TEXAS

and

TEXAS RIOGRANDE PUBLIC DEFENDER

October 1, 2025

Regional Public Defender Services Contract

Maverick County, Texas ("the County") and Texas RioGrande Public Defender ("TRGPD") hereby enter into this agreement under which TRGPD agrees to perform legal services for persons accused of crimes in Maverick County and other counties that have agreed to participate in the Regional Public Defender ("RPD") Program that is established pursuant to this contract. The counties participating in the Maverick RPD are Maverick, Dimmit, and Zavala. Maverick County is the designated administrative county, and the other participating counties have executed interlocal agreements with Maverick County with respect to the terms of their participation that incorporate the terms of this agreement.

1. **Parties.**

    a. Maverick County, Texas is a political subdivision of the State of Texas and is authorized by the laws of the State to execute this agreement.

    b. Texas RioGrande Public Defender is a non-profit corporation organized and operating under the laws of the State of Texas for the purpose of providing legal services to persons who are financially unable to pay for the services of attorneys engaged in the private practice of law. TRGPD has full authority to provide the services required under the terms of this agreement.

    c. Dimmit and Zavala Counties are each political subdivisions of the State of Texas and shall contribute each county's share of funding to the program to Maverick County as outlined in the interlocal agreements between Maverick County and Dimmit County and between Maverick County and Zavala County.

    d. During the term of this contract, if other counties elect to participate in the regional public defender program with the contract of Maverick County, the other currently participating counties, and TRGPD, an amendment will be executed detailing the terms of their participation, the county or counties being added, the percentage and type(s) of cases for which TRGPD will provide representation, and the necessary staffing and budget adjustments.

2. **Term of the Agreement.** This agreement will be in effect from October 1, 2025, until September 30, 2026. If this agreement is not modified or terminated in writing by the parties before August 31 of each subsequent year, this agreement shall automatically be renewed for another one-year term commencing on October 1 of each subsequent year.

    a. It is mutually understood that the services provided under this agreement are funded by grant funds from the Texas Indigent Defense Commission (TIDC) and revenues from the counties participating in the Maverick County Regional Public Defender's Office, and that the use of those funds is subject to and governed by the Texas Grant Management Standard statutes, administrative regulations, the specific conditions and requirements as outlined in the FY2025 Statement of Grant Award-Grant Number SG-26-017, the Texas Code of Criminal Procedure, the Texas Family Code, and the Texas Local Government Code.

The Judicial Appointment of Counsel Plans for reach participating county authorize the appointment of the Maverick County Regional Public Defender's Office for defendant's in non-capital adult cases and give priority to the appointment of the Maverick County Regional Public Defender's Office in those cases. The program allows the Courts of each participating county to appoint TRGPD for all cases in which appointment of counsel is appropriate.

i. The program covers adult defendants in Class A and B misdemeanor and non-capital felonies.
ii. TRGPD shall not be appointed to capital murder cases.
iii. Some appointments may occur outside of this agreement due to conflicts of interest (e.g., multiple defendants in a case), other situations described in Tex. Code Crim. Proc. Art. 26.004(j), or capital cases, which are not included in this agreement. Absent such a situation, the parties agree that, consistent with filled staff attorney positions, all eligible appointments shall be directed to TRGPD, subject to the maximum caseload capacity of the office based on TIDC caseload guidelines.

b. During TRGPD's launch and hiring legal staff ("ramp up period"), the participating counties agree to coordinate case appointments with the Chief Public Defender, or designee, so that the number of cases appointed by the participating counties to TRGPD will not either as an individual county, or the participating counties collectively, exceed the caseload capacity of the legal staff actively working in the office.

c. During the ramp up period, TRGPD will work diligently to accept appointments proportionately across County and District Courts.

d. At the time that this contract is executed, sufficient funds either are available within the counties' current grants and/or appropriations or are expected to become available to finance the costs of this contract for fiscal year 2026.

e. The parties may modify or terminate this contract by mutual agreement at any time. If a party desires to modify or terminate this agreement before the effective date of an annual term, it shall provide the other party written notice of its intent to do so no less than ninety (90) days before the effective date of the modification or termination. If termination of the contract is based upon termination or non-award of TIDC grant funding which occurs less than ninety (90) days before the end of the contract year, the party seeking termination shall provide notice of termination not less than twenty (20) days before the end of the contract year.

f. Unless otherwise agreed in writing, termination of this contract does not affect any existing obligation or liability of any party.

g. Any party's failure to enforce any provision of this contract shall not constitute a waiver by the party of that or any other provision.

h. This contract may be modified or terminated only by the means defined in Section 2. Any "suspension" or "expiration" of this agreement must conform to the subsections in Section 14.

3. **Services Provided.** TRGPD agrees to provide criminal defense services to indigent residents of the participating counties who are charged with crimes as follows:

a. Each participating county shall maintain language in its Judicial Appointment of Counsel Plan for appointment of counsel in Class A and B misdemeanors and non-capital felonies:

i. Designating the authorities therein authorized to determinate eligibility for appointed counsel and to authorize the appointment of counsel
ii. Authorizing the appointment of the Maverick County Regional Public Defender's Office for defendants in non-capital adult cases who qualify for appointed counsel
iii. Giving priority to the appointment of the Maverick County Regional Public Defender's Office in those cases.

b. After the appointment of a case to TRGPD, by an authorized appointing authority within each county, TRGPD will determine whether to accept the case, or decline it for a conflict of interest, whether the appointment exceeds the caseloads limitations for the county or court, or other reason that would be a barrier to representation. TRGPD will make the determination whether to accept an appointment within 2 business days.

c. After the ramp up period has concluded, TRGPD will accept up to the maximum number of cases per year according to EXHIBIT A, attached hereto, in accordance with TIDC caseload guidelines. TRGPD has sole authority to determine whether to accept a case for representation and will exercise that authority consistent with its internal policies and procedures, and in compliance the Texas Code of Criminal Procedure, Texas Rules of Disciplinary Procedure for Attorneys, and TIDC caseload guidelines. If TRGPD does not believe it will be able to accept the expected number of cases, either due to staff vacancies or other factors, TRGPD must notify the Maverick RPD Oversight Committee and all Judges within the Maverick RPD, in writing, within seven (7) business days of the notice of vacancy and the extent to which such staffing shortages or caseload limits will reduce the number of cases TRGPD can accept.

d. When TRGPD accepts an appointment of a case under the terms of this agreement, TRGPD shall provide representation to the client as it determines is needed to assist that client resolve the issues related to the case.

e. TRGPD in its sole discretion determines the assistance needed. Multiple activities may be undertaken to assist a client including, but not limited to: bond reduction, habeas or examining trial prior to Information or Indictment; pre-trial motions and discovery; trial to judge or jury; appeal; original actions; administrative matters; other matters intertwined

with the client's case that could impact the outcome of the case; and all activities consistent with professional responsibility, but such additional activities do not count as more than one case for purposes of this agreement. In no event shall TIDC funding be used to an appeal on an Operation Lone Star case per 89th Texas Legislative Funding limitation.

4. **Caseload Calculations**. TRGPD will ensure that TIDC guidelines are adhered to and will be enforced according to EXHIBIT A, for each county. During the time that the case is not filed or indicted, for purposes of caseload calculations, a case shall count as one half (½) of a full case. Once charges are filed or indicted, the case shall count as one (1) full case. Indicted first degree felonies shall count as two (2) full cases. Indicted sex assault cases and non-capital murder cases shall count as four (4) full cases. In the event TRGPD withdraws or rejects a case due to conflict of interest, that case shall not count towards the caseload calculation, unless TRGPD has provided substantial representation prior to discovering the conflict. If any such case is claimed by TRGPD under substantial representation, such determination may be accepted or rejected by the oversight board for this agreement.

   For purposes of this agreement a case is defined as adopted by the Texas Office of Court Administration[1], and is either a misdemeanor or a felony as defined below:

   a. **Misdemeanors**: A "misdemeanor" under the terms of this agreement shall include any offense punishable under sections 12.21 and 12.22 of the Texas Penal Code but shall not include Class C misdemeanors punishable under section 12.23 Texas Penal Code, or any case that does not provide for the loss of liberty as a potential sanction.

   b. **Felonies**: A "felony" under the terms of this agreement shall include any offense punishable under sections 12.32, 12.33, 12.34, and 12.35 of the Texas Penal Code. It shall not include "capital felonies" punishable under section 12.31.

   c. **Motions to Revoke**: A motion to revoke or a motion to adjudicate in a case shall be considered as one half (1/2) a separate "case" for purposes of this agreement.

   d. **Appeals**: An "appeal" shall be considered to be any action in an appellate court, including interlocutory or direct appeals, habeas corpus actions pursuant to Tex. Code Crim. Proc. §11.07, mandamus or other extraordinary writs. Action taken in an appellate court subsequent to disposition of a case in trial court by judgment or deferred adjudication shall be considered as a separate "case". Any action involving the same defendant under a different cause number shall be considered a separate appeal for purposes of this agreement, with the exception of cases where the different cause numbers were tried together, and sentence was imposed by the court in the same hearing. Pursuant to TIDC guidelines, these cases shall count for four times a case for TRGPD caseload calculations. In no event shall TIDC funding be used to an appeal on an Operation Lone Star case per 89th Texas Legislative Funding limitation.

[1] If an indictment or information contains more than one count (Section 21.24 CCP), report this as one case under the category for the most serious offense alleged. If all counts are the same degree, report the case under the category for the first offense alleged.

e. **Pretrial Diversion Status Appointments**. Once a client has agreed to and has been accepted into a Pretrial Diversion program, the case will be deemed "disposed" for purposes of TRGPD case calculations. Should a previous client, currently on Pretrial Diversion, need representation in court in any subsequent status or admonishment proceedings, relating to that Pretrial Diversion case, the Court shall provide a new Order of Appointment for the Client, and this shall be considered a separate case.

f. After assignment, TRGPD shall provide representation and other legal services to its clients in all pre-trial, and trial matters and until such time as TRGPD withdraws from representation in accordance with the provisions of Tex. R. Prof. Conduct § 1.15, the client retains private counsel, the case is disposed on the court's docket, or the client becomes ineligible for representation under this contract. TRGPD may provide representation and other legal services to existing or prior clients for post-trial matters, other than appeals, at its sole discretion. Post-trial or post-conviction services other than appeals, modifications, status hearings, admonishments, or other representation requested by the Court, shall not be deemed additional or separate cases for purposes of TRGPD caseload calculations.

g. TRGPD will contract, hire or employ all personnel necessary to perform the services that this contract requires including those with criminal defense, investigatory, and immigration expertise, and shall maintain an appropriate and reasonable number of attorneys and support staff to perform its contract obligations. Any funding from TIDC used for immigration attorney advice shall be limited to advisals related to the immigration consequences of the criminal case and related matters and shall not extend to representation in the immigration case. TRGPD will use due diligence to hire, assign, associate and train attorneys who are qualified to provide competent and effective services to the clients served hereunder.

h. If an attorney position is vacant, TRGPD may, in its sole discretion, utilize funds designated for the vacant attorney position to contract attorneys on a time limited basis to serve as lead counsel on cases assigned to TRGPD pursuant to this contract. Upon hire of the attorney positions, TRGPD must revert appropriations designated for the attorney positions back to the designated line items in EXHIBIT A. Once the attorney position(s) is/are hired, TRGPD will assess whether to have the contract attorney complete the representation or have staff attorneys complete the representation. In the event that the contract attorney is to continue representation, sufficient funds will be earmarked from the vacant position budget line items to complete the representation.

    i. Contract attorneys are not employees of TRGPD and therefore will not receive fringe benefits.

i. TRGPD will ensure that each attorney who represents a client pursuant to this agreement provides competent, zealous legal services to each client in accordance with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and the federal and Texas Constitutions. All TRGPD attorneys agree to strive to provide constitutionally effective assistance of counsel to the client regardless of what business relationships or funding sources result in their work for

indigent criminal defendants. All TRGPD attorneys understand that failure to zealously represent each client's interests and each client's interests alone may carry legal and license consequences.

j. TRGPD shall provide adequate supervision of less experienced attorneys by more experienced attorneys and shall conduct periodic performance reviews and evaluations of the attorneys assigned to cases.

k. Services of Experts and Other Consultants.

i. TRGPD may engage expert witnesses, stenographers and technical consultants to perform reasonable and necessary services under this contract, utilizing the designated expert and litigation budget as outlined in EXHIBIT A. Should TRGPD need additional expert funds, in excess of the amounts budgeted for this contract, TRGPD may seek additional county funding from the court before which each case is pending by proper motion.

ii. For cases in which a competency evaluation is necessary under the Code of Criminal Procedure 46B or 46C, the county shall pay for the court ordered evaluation services as provided under the Code of Criminal Procedure.

5. **Appointment of Cases.** TRGPD shall begin accepting case assignments under this agreement on October 1, 2025, subject to its capacity limitations during the ramp up period.

a. During the period of this agreement TRGPD shall notify the participating counties immediately upon determining that:

i. One or more courts are not assigning cases to the Maverick RPD for which the program has capacity for accepting additional assignments; or,

ii. TRGPD will reach its total contract quota of cases before the expiration of a term of this contract, requiring it to pause accepting appointments until the rate of appointments returns to assumed by this contract's quota. TRGPD will rely on the monthly appointment rates as shown in EXHIBIT A in determining whether it must pause appointments for the RPD, a specific attorney employed by the RPD, or both.

iii. In either circumstance described in Sections 5(a)(i) or 5(a)(ii), the Maverick RPD Oversight Committee, within 30 days of received written notice from TRGPD, shall convene a meeting of representatives of TRGPD, the counties and applicable courts to develop a plan for effective utilization of the Maverick RPD resources or adjustment of the contract.

b. Orders of appointment will be sent to TRGPD within the timeframes specified in Article 1.051 of the Texas Code of Criminal Procedure along with all documents related to the case then in existence, including, but not limited to, the following:

i. Complaint, Information and/or Indictment;
ii. Order appointing counsel;
iii. Magistrate's Warning;
iv. Defendant's Affidavit of Indigence;
v. Inmate Mental Condition Report to Magistrate;
vi. Affidavit and Complaint for Warrant of Arrest; and
vii. All other documents in the Justice of the Peace, County and/or District Court file.

6. **Contract Amount and Payments**. The total contract amount of this agreement is One Million, Five Hundred Twenty-Two Thousand, and Fifty-Four Dollars ($1,522,045) for fiscal year 2026 (October 1, 2025 – September 30, 2026).

   a. Maverick shall advance TRGPD an amount equal to the anticipated operating expenses for the first fiscal quarter (three months) based on the annual contract value upon Maverick receiving funds for this purpose from TIDC. For the first quarter of the second and subsequent fiscal years of program operations, Maverick shall advance TRGPD an amount equal to the projected actuals less cash on hand. TRGPD must provide supporting documentation and the basis for the projected costs.

   b. TRGPD will report to Maverick, at least quarterly, actual eligible expenses incurred, which will be deducted from the amount advanced. Additional advance requests may be submitted after two months of actual expenses incurred and reported. Balance of cash on hand (income received less expenses reported) and program income (income generated or earned as a result of program activities) will be required for processing any advance request. To be considered for an advance payment, TRGPD must be current with all required reports.

   c. When submitting a request for an advance payment, TRGPD must submit an up-to-date (1) financial report including the required TIDC reporting data; (2) cash on hand report using the Cash on Hand Analysis form; and (3) Statement of Activities for the fund. Requests for an advance of contract funds may be denied, and an expense reimbursement system may be implemented, if required reports are not submitted. Maverick will not advance funds to TRGPD if it would result in TRGPD having an advanced fund balance of more than three months, or the contract term balance if less than three months, of the contract's budgeted costs.

   d. Maverick agrees to review all reports received from TRGPD and will notify TRGPD in writing if there are any issues to resolve, including if additional information is needed, to process either an advance or reimbursement for actual expenses incurred. Maverick must process payment to TRGPD within seven (7) business days of receiving reimbursement from TIDC.

   e. TRGPD must use any program income to offset eligible program costs. Program income shall not increase the total program budget. Program income will reduce advance payments by an equivalent amount.

f. EXHIBIT A, attached hereto reflects TRGPD's staffing Budgets per county for this contract. Staffing changes or budget adjustments, which consist of reallocations of funds among or within budget categories in excess of $10,000 or ten percent of the original approved budget category, whichever is less, are considered budget adjustments and must be agreed to in writing by both parties. Title changes in attorney line-item positions do not require approval by the counties provided that the line item does not result in a reallocation of funds among or within budget categories in excess of $10,000 or ten percent of the original approved attorney line-item position.

7. **Carry-Over.** If on September 30, 2026, or at the conclusion of any twelve-month period thereafter, there is a surplus of funds, TRGPD shall deduct any surplus from its next invoice after the close of the contract year, and from invoices for subsequent months if necessary. In the event the contract is not renewed, TRGPD will return any surplus to the County pursuant to the wind-down procedure described herein.

8. **Reporting, Accounting and Record keeping**.

a. Within one month of the execution of this Agreement, TRGPD must provide Maverick County and the Maverick RPD Oversight Committee, with its policies and procedures related to representation covered by this agreement.

b. TRGPD will provide a quarterly report to Maverick County, TIDC, and the Maverick RPD Oversight committee, according to the schedule below, and on or before the 15th day of the month, following the conclusion of a quarter, if this agreement is auto-renewed or extended. The quarterly reporting shall include:

i. Financial reporting showing budgeted vs. actual expenditures, and the status of funds not expended,
ii. Programmatic reporting based on metrics identified by TIDC, and
iii. Staffing reporting that documents job title, hire dates, separation dates, transfers, vacancies, percentage of time dedicated to the Maverick RPD, and actual salaries and fringe benefits for each funded and filled position, or projected salaries for vacant positions.

Reporting Period	**Date Report Due**
October through December	January 15
January through March	April 15
April through June	June 15
July through September =	October 15

c. TRGPD staff shall maintain current information, including pleadings and other case-related documents, on each case. That information shall be made available to the Maverick RPD Oversight Committee, under circumstances in a format, that does not require a client to waive the attorney-client privilege, or the attorney to violate the confidentiality standards of the profession, Tex. R. Prof. Conduct 1.05, or any other provision of law.

d. TRGPD will provide a monthly report to the Maverick RPD Oversight Committee, with updates on number of cases that have been accepted, the number of cases that have been disposed, and the status of the pending accepted cases.

e. TRGPD will record attorney and support staff work time in a manner that allows for accurate completion of the Indigent Defense Expenditure Report (IDER) and Public Defender Addendum (PD Addendum) as the County is required to submit to TIDC. The Records must contain sufficient detail to allocate time and salary across the categories of offenses and to document the number of cases disposed by each attorney funded under this contract. Data covering each fiscal year (October 1 to September 30) for the IDER and PD Addendum shall be submitted to Maverick County no later than the 22nd day of October in the following fiscal year.

f. TRGPD shall designate a single point of contact with at least read-only access and general knowledge of the organizational finances regarding contract management, monitoring, and financial data reporting and to respond to the contract terms and deliverables.

g. TRGPD shall maintain financial records on an accrual basis and shall make such records pertaining to this agreement available to the County's representatives upon reasonable request.

h. TRGPD shall preserve all assignment, financial and case service records for a period of seven years from the date the case is closed.

i. TRGPD shall ensure that all attorneys hired under this contract will submit their annual percentage of practice reporting to TIDC no later than the 15th day of October for the preceding fiscal year.

9. Independent Contractor.

a. TRGPD is an independent contractor that shall complete the requirements of this contract according to its own means and methods of work, including individual case assignments, which shall be in the exclusive charge and control of TRGPD and which shall not be subject to control or supervision by the County or any judge, except as required by a Court's statutory, constitutional and inherent powers associated with the hearing and disposition of criminal cases, or as otherwise specified in this contract.

b. The Maverick RPD Oversight Committee, created by county officials and judges, may recommend to the Commissioners Court what modifications should be sought as to this contract, may monitor the caseload of TRGPD, may determine whether this contract has been violated, and may recommend removal of the public defender program to the Commissioners Court.

c. Neither the Maverick RPD Oversight Board, the Commissioners Court, the judges, nor the local defense bar may interfere with the administration or management of TRGPD, nor

require TRGPD to hire, discipline or fire employees, or otherwise interfere with office operations or policies.

d. A judge may have authority to remove an attorney in a specific case if the court finds that the attorney has failed to provide representation that meets constitutional and professional standards; in such circumstances, TRGPD retains the authority to assign a replacement attorney for the client.

10. Non-discrimination.

a. TRGPD will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, national origin, sex, sexual preference, disability, or religion.

11. Impossibility of Performance.

a. Neither party shall be responsible for delay or default caused by theft, fire, flood, riot, war or other casualty, if the delay or default was beyond the party's reasonable control.

b. In the event of circumstances beyond a party's control that may render timely performance by that party impossible under Sec. 13.a, either party may terminate this contract, or the affected party, by written notice.

12. Wind-Down Procedures.

a. **Effective Date of Termination.** Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by written notice under Sec. 2, the "effective date" of termination is September 30 of the contract year.

b. Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by mutual agreement under Sec. 2, the "effective date" of termination is ninety (90) days after such mutual agreement is memorialized in writing, or twenty (20) days if termination of the contract is based upon non-award of TIDC grant funding.

c. Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by a party under Sec. 2, the "effective date" of termination is ninety (90) days after written notice is received by the non-terminating party, or twenty (20) days if termination of the contract is based upon non-award of TIDC grant funding.

d. Upon receipt by a party of a notice of intent to terminate this agreement, no further cases shall be assigned or accepted as of the date such notice is received, or as otherwise agreed in writing between the parties.

e. TRGPD shall act in good faith to complete timely and adequate legal services on all existing cases assigned before the effective date of termination of this contract.

f. TRGPD shall promptly notify all clients with pending cases of the notice of termination.

g. TRGPD will file appropriate motions to withdraw with the court in which the case is pending and seek the appointment of private counsel for the defendant.

h. Payment after the Effective Date of Termination.

i. In the event that this agreement is not auto-renewed or upon termination of this contract and there are cases in which TRGPD is not permitted to withdraw by the court before whom the case is pending, Maverick County shall continue to reimburse TRGPD for all actual personnel and non-personnel expenses incurred to resolve all cases still pending after the conclusion of the agreement, or upon conclusion of the final extension or renewal of this agreement, along with projected expenses that TRGPD is likely to incur for costs associated with the termination of employees such as severance and vacation/sick time pay, as TRGPD is required to pay under the TRGPD Collective Bargaining Agreement. TRGPD will not be paid amounts in excess of the total contract amount or TRGPD's actual program expenditures, whichever is less.

i. If the County does not renew the Agreement, TRGPD will use the designated severance funds to pay severance for all employees assigned to the contract when their line item is eliminated. If severance is not used because the employee remains employed by TRGPD, TRGPD will return the severance received from the County associated with that employee.

j. Upon the conclusion of TRGPD's responsibilities under this agreement, the conclusion of the final extension or renewal, including the closing down or winding of operations and disposing of all remaining and pending cases, any unused funding for the Maverick RPD will be returned to Maverick County within 90 days of the end of the contract term or the final date on which operations and cases are closed and disposed of, whichever is later.

13. Contract Notices. All notices required by this contract shall be delivered in writing to the following representatives of the parties:

Maverick County
Hon. Ramsey English Cantu, County Judge
500 Quarry Street, Suite 3
Eagle Pass, TX 78852

Texas RioGrande Public Defender
David Silberthau, Executive Director
84 Northeast Loop 410, Suite 229
San Antonio, TX 78216

14. Entire Agreement.

a. This writing constitutes the entire agreement between the parties.

b. No other oral or written understandings, agreements, or representations exist regarding this agreement.

c. Any party's failure to enforce any provision of this contract shall not constitute a waiver by the party of that or any other provision.

d. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. If made, such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given and shall be strictly construed.

e. The parties, by the signatures of the authorized representatives of each, hereby acknowledge that each has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNED AND EXECUTED by the parties on the date(s) indicated by the signatures of the authorized representatives.

_____ _____

Hon. Ramsey English Cantu, County Judge — Date
Maverick County
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852

_____ _____

David Silberthau , Executive Director — Date
Texas RioGrande Public Defender
84 Northeast Loop 410, Suite 229
San Antonio, TX 78216

EXHIBIT A

The fully staffed, full-year cost for the Maverick RPD program is $1,709,283. During the ramp up period, the budget is reduced to $1,522,054 due primarily to the time required to recruit and hire program staff, as reflected in the below table.

FY26 Personnel	FTE	Salary	Fringe	Months Active	Severance	Total
Chief Public Defender (30% caseload)	1	$138,840	$49,982.40	12	$5,340.00	$194,162.40
Managing Public Defender (70% caseload)	1	$125,000	$45,000.00	12	$4,807.69	$174,807.69
Felony Public Defender 1	1	$84,750	$30,510.00	9	$4,346.15	$113,255.38
Felony Public Defender 2	1	$56,500	$20,340.00	6	$4,346.15	$76,875.38
Misdemeanor Public Defender 1	1	$71,250	$25,650.00	9	$3,653.85	$100,553.85
Misdemeanor Public Defender 2	1	$47,500	$17,100.00	6	$3,653.85	$68,253.85
Padilla Attorney	.33	$36,300	$13,068	12	$1,396.15	$50,764.15
Paralegal 1	1	$65,000	$21,508.50	12	$2,500.00	$89,008.50
Paralegal 2	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Investigator 1	1	$70,000	$23,163.00	12	$6,394.23	$99,557.23
Investigator 2	1	$32,500	$10,754.25	6	$2,500.00	$45,754.25
Case Worker	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Total Personnel						**$1,158,416.97**

Non-Personnel	FY26
Office Space	$36,000
Office Utilities	$5,400
Telecommunications	$7,000
Office Supplies & Equipment	$10,000
Case-related Expenses	$20,000
Training	$15,000
Contract Services	$71,000
Software & Technology	$25,000
Travel	$25,000.02
Indirect Costs	$149,228.72

Total Non-Personnel	$363,628.74

Summary – Year 1	
Total Maverick Regional PD	**$1,522,045**
Total Amount Funded by TIDC	$1,401,171
Maverick Regional PD	**$120,874**

Annual Caseload Under Proposed Budget					
County	**Annual Felonies**	**Monthly Felonies**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	288	24	339	28.25	627
Dimmit	58	4.83	68	5.67	126
Zavala	38	3.17	45	3.75	83
Total	384	32	452	37.67	836
Total Attorneys	3	10.67 per attorney per month	2	18.84 per attorney/month	

According to data by participating counties, the annual projected misdemeanor caseloads for the three counties exceed the Maverick RPD's capacity. The County should anticipate some funding for panel attorneys to cover some misdemeanor cases.

Annual Estimate Provided by County					
County	**Annual Felonies**	**Monthly Felony Appointments**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	280	23.33	457	38.08	539
Dimmit	65	5.42	90	7.5	155
Zavala	40	3.33	51	4.25	91

Total	385	32.08	598	49.83	836
Total Attorneys	3	10.69 per attorney/month	2	24.92 per attorney/month	

RFQ# FY26-04

REQUEST FOR PROPOSALS: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

EVALUATION FORM

FIRM: Texas Rio Grande Public Defender DATE: 5/6/26

PROJECT: RFP FY26-04: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

RATING CATEGORY	POINTS		SCORE
Budget for the public defender office, including salaries	30		
Description of anticipated overhead costs for the public defender's office	5		
Policies regarding the use of licensed investigators and expert witnesses by proponent	5		
Description of each personnel position, including the chief public defender position	10		
Ability to provide adequate quality representation	35		
Description of case/workload management plan including maximum allowable caseload for each attorney employed by the proponent	10		
Provisions for personnel training	5		
		TOTAL	

Attendees: Max; Isaak; Judge Jasso; Ms. Gloria; Luis

Comments:

- An executed contract included in their proposal (Luis)
- State funded - directly to public defenders (max)
  - ↳ proposed budget w/ 6 percent w/ 6 → (max)
- Appoint a mental health grant - usually a board → to oversee (MG)
- what specific grant standard - separate brand of govt. → Judicial (MG)
- Revised

- State project -

- Ask to modify → Tx Rio Grande:
- page 18 of 26 - support staff → manage office - add explanation →

RFQ# FY26-04

REQUEST FOR PROPOSALS: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

EVALUATION FORM

FIRM: Maximiliano Perez DATE: 5/6/26

PROJECT: RFP FY26-04: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

RATING CATEGORY	POINTS		SCORE
Budget for the public defender office, including salaries	30		
Description of anticipated overhead costs for the public defender's office	5		
Policies regarding the use of licensed investigators and expert witnesses by proponent	5		
Description of each personnel position, including the chief public defender position	10		
Ability to provide adequate quality representation	35		
Description of case/workload management plan including maximum allowable caseload for each attorney employed by the proponent	10		
Provisions for personnel training	5		
		TOTAL	

Comments:

Lower with 0% caseload employees - Lens up to $436,867 unjustifiable

RFP# FY26-04

REQUEST FOR PROPOSALS: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

EVALUATION FORM

FIRM: Isaac Ruiz Texas Rio Grande Valley Public Defender DATE: 8/8/26

PROJECT: RFP FY26-04: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

RATING CATEGORY	POINTS		SCORE
Budget for the public defender office, including salaries	30		26
Description of anticipated overhead costs for the public defender's office	5		3
Policies regarding the use of licensed investigators and expert witnesses by proponent	5		4
Description of each personnel position, including the chief public defender position	10		7
Ability to provide adequate quality representation	35		30
Description of case/workload management plan including maximum allowable caseload for each attorney employed by the proponent	10		6
Provisions for personnel training	5		4
		TOTAL	80

Comments:

Maximiliano Pereda

RFP# FY26-04

REQUEST FOR PROPOSALS: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

EVALUATION FORM

FIRM: Texas Rio Public Defender DATE: 5.8.26

PROJECT: RFP FY26-04: MAVERICK COUNTY REGIONAL PUBLIC DEFENDER OFFICE

RATING CATEGORY	POINTS		SCORE
Budget for the public defender office, including salaries	30		29
Description of anticipated overhead costs for the public defender's office	5		4
Policies regarding the use of licensed investigators and expert witnesses by proponent	5		4
Description of each personnel position, including the chief public defender position	10		9
Ability to provide adequate quality representation	35		33
Description of case/workload management plan including maximum allowable caseload for each attorney employed by the proponent	10		8
Provisions for personnel training	5		3
		TOTAL	90

Comments:



REGULAR ITEMS

15

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to accept, reject. award contract, or any action thereto for Maverick County Regional Public Defender Office proposal.
SPONSORED BY: County	DEPARTMENT HEAD REQUESTING: Auditor Office - Grants
BACKGROUND/PREVIOUS ACTION:	
COST: None	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

REGIONAL PUBLIC DEFENDER SERVICES CONTRACT
between

MAVERICK COUNTY, TEXAS
and
TEXAS RIOGRANDE PUBLIC DEFENDER

October 1, 2025
Regional Public Defender Services Contract

Maverick County, Texas ("the County") and Texas RioGrande Public Defender ("TRGPD") hereby enter into this agreement under which TRGPD agrees to perform legal services for persons accused of crimes in Maverick County and other counties that have agreed to participate in the Regional Public Defender ("RPD") Program that is established pursuant to this contract. The counties participating in the Maverick RPD are Maverick, Dimmit, and Zavala. Maverick County is the designated administrative county, and the other participating counties have executed interlocal agreements with Maverick County with respect to the terms of their participation that incorporate the terms of this agreement.

1. **Parties.**

    a. Maverick County, Texas is a political subdivision of the State of Texas and is authorized by the laws of the State to execute this agreement.

    b. Texas RioGrande Public Defender is a non-profit corporation organized and operating under the laws of the State of Texas for the purpose of providing legal services to persons who are financially unable to pay for the services of attorneys engaged in the private practice of law. TRGPD has full authority to provide the services required under the terms of this agreement.

    c. Dimmit and Zavala Counties are each political subdivisions of the State of Texas and shall contribute each county's share of funding to the program to Maverick County as outlined in the interlocal agreements between Maverick County and Dimmit County and between Maverick County and Zavala County.
    d. During the term of this contract, if other counties elect to participate in the regional public defender program with the contract of Maverick County, the other currently participating counties, and TRGPD, an amendment will be executed detailing the terms of their participation, the county or counties being added, the percentage and type(s) of cases for which TRGPD will provide representation, and the necessary staffing and budget adjustments.

2. **Term of the Agreement**. This agreement will be in effect from October 1, 2025, until September 30, 2026. If this agreement is not modified or terminated in writing by the parties before August 31 of each subsequent year, this agreement shall automatically be renewed for another one-year term commencing on October 1 of each subsequent year.

    a. It is mutually understood that the services provided under this agreement are funded by grant funds from the Texas Indigent Defense Commission (TIDC) and revenues from the counties participating in the Maverick County Regional Public Defender's Office, and that the use of those funds is subject to and governed by the Texas Grant Management

Standard statutes, administrative regulations, the specific conditions and requirements as outlined in the FY2025 Statement of Grant Award-Grant Number SG-26-017, the Texas Code of Criminal Procedure, the Texas Family Code, and the Texas Local Government Code.

The Judicial Appointment of Counsel Plans for reach participating county authorize the appointment of the Maverick County Regional Public Defender's Office for defendant's in non-capital adult cases and give priority to the appointment of the Maverick County Regional Public Defender's Office in those cases. The program allows the Courts of each participating county to appoint TRGPD for all cases in which appointment of counsel is appropriate.

i. The program covers adult defendants in Class A and B misdemeanor and non-capital felonies.
ii. TRGPD shall not be appointed to capital murder cases.
iii. Some appointments may occur outside of this agreement due to conflicts of interest (e.g., multiple defendants in a case), other situations described in Tex. Code Crim. Proc. Art. 26.004(j), or capital cases, which are not included in this agreement. Absent such a situation, the parties agree that, consistent with filled staff attorney positions, all eligible appointments shall be directed to TRGPD, subject to the maximum caseload capacity of the office based on TIDC caseload guidelines.

b. During TRGPD's launch and hiring legal staff ("ramp up period"), the participating counties agree to coordinate case appointments with the Chief Public Defender, or designee, so that the number of cases appointed by the participating counties to TRGPD will not either as an individual county, or the participating counties collectively, exceed the caseload capacity of the legal staff actively working in the office.

c. During the ramp up period, TRGPD will work diligently to accept appointments proportionately across County and District Courts.

d. At the time that this contract is executed, sufficient funds either are available within the counties' current grants and/or appropriations or are expected to become available to finance the costs of this contract for fiscal year 2026.

e. The parties may modify or terminate this contract by mutual agreement at any time. If a party desires to modify or terminate this agreement before the effective date of an annual term, it shall provide the other party written notice of its intent to do so no less than ninety (90) days before the effective date of the modification or termination. If termination of the contract is based upon termination or non-award of TIDC grant funding which occurs less than ninety (90) days before the end of the contract year, the party seeking termination shall provide notice of termination not less than twenty (20) days before the end of the contract year.

f. Unless otherwise agreed in writing, termination of this contract does not affect any existing obligation or liability of any party.
g. Any party's failure to enforce any provision of this contract shall not constitute a waiver by the party of that or any other provision.

h. This contract may be modified or terminated only by the means defined in Section 2. Any "suspension" or "expiration" of this agreement must conform to the subsections in

Section 14.

3. **Services Provided.** TRGPD agrees to provide criminal defense services to indigent residents of the participating counties who are charged with crimes as follows:

   a. Each participating county shall maintain language in its Judicial Appointment of Counsel Plan for appointment of counsel in Class A and B misdemeanors and non-capital felonies:

      i. Designating the authorities therein authorized to determinate eligibility for appointed counsel and to authorize the appointment of counsel.
      ii. Authorizing the appointment of the Maverick County Regional Public Defender's Office for defendants in non-capital adult cases who qualify for appointed counsel.
      iii. Giving priority to the appointment of the Maverick County Regional Public Defender's Office in those cases.

   b. After the appointment of a case to TRGPD, by an authorized appointing authority within each county, TRGPD will determine whether to accept the case, or decline it for a conflict of interest, whether the appointment exceeds the caseloads limitations for the county or court, or other reason that would be a barrier to representation. TRGPD will make the determination whether to accept an appointment within 2 business days.

   c. After the ramp up period has concluded, TRGPD will accept up to the maximum number of cases per year according to EXHIBIT A, attached hereto, in accordance with TIDC caseload guidelines. TRGPD has sole authority to determine whether to accept a case for representation and will exercise that authority consistent with its internal policies and procedures, and in compliance the Texas Code of Criminal Procedure, Texas Rules of Disciplinary Procedure for Attorneys, and TIDC caseload guidelines. If TRGPD does not believe it will be able to accept the expected number of cases, either due to staff vacancies or other factors, TRGPD must notify the Maverick RPD Oversight Committee and all Judges within the Maverick RPD, in writing, within seven (7) business days of the notice of vacancy and the extent to which such staffing shortages or caseload limits will reduce the number of cases TRGPD can accept.

   d. When TRGPD accepts an appointment of a case under the terms of this agreement, TRGPD shall provide representation to the client as it determines is needed to assist that client resolve the issues related to the case.

   e. TRGPD in its sole discretion determines the assistance needed. Multiple activities may be undertaken to assist a client including, but not limited to: bond reduction, habeas or examining trial prior to Information or Indictment; pre-trial motions and discovery; trial to judge or jury; appeal; original actions; administrative matters; other matters intertwined with the client's case that could impact the outcome of the case; and all activities consistent with professional responsibility, but such additional activities do not count as more than one case for purposes of this agreement. In no event shall TIDC funding be used to an appeal on an Operation Lone Star case per 89th Texas Legislative Funding limitation.

4. **Caseload Calculations**. TRGPD will ensure that TIDC guidelines are adhered to and will be enforced according to EXHIBIT A, for each county. During the time that the case is not filed or indicted, for purposes of caseload calculations, a case shall count as one half (½) of a full

case. Once charges are filed or indicted, the case shall count as one (1) full case. Indicted first degree felonies shall count as two (2) full cases. Indicted sex assault cases and non-capital murder cases shall count as four (4) full cases. In the event TRGPD withdraws or rejects a case due to conflict of interest, that case shall not count towards the caseload calculation, unless TRGPD has provided substantial representation prior to discovering the conflict. If any such case is claimed by TRGPD under substantial representation, such determination may be accepted or rejected by the oversight board for this agreement.

For purposes of this agreement a case is defined as adopted by the Texas Office of Court Administration[1], and is either a misdemeanor or a felony as defined below:

a. **Misdemeanors**: A "misdemeanor" under the terms of this agreement shall include any offense punishable under sections 12.21 and 12.22 of the Texas Penal Code but shall not include Class C misdemeanors punishable under section 12.23 Texas Penal Code, or any case that does not provide for the loss of liberty as a potential sanction.

b. **Felonies**: A "felony" under the terms of this agreement shall include any offense punishable under sections 12.32, 12.33, 12.34, and 12.35 of the Texas Penal Code. It shall not include "capital felonies" punishable under section 12.31.

c. **Motions to Revoke**: A motion to revoke or a motion to adjudicate in a case shall be considered as one half (1/2) a separate "case" for purposes of this agreement.

d. **Appeals**: An "appeal" shall be considered to be any action in an appellate court, including interlocutory or direct appeals, habeas corpus actions pursuant to Tex. Code Crim. Proc. §11.07, mandamus or other extraordinary writs. Action taken in an appellate court subsequent to disposition of a case in trial court by judgment or deferred adjudication shall be considered as a separate "case". Any action involving the same defendant under a different cause number shall be considered a separate appeal for purposes of this agreement, with the exception of cases where the different cause numbers were tried together, and sentence was imposed by the court in the same hearing. Pursuant to TIDC guidelines, these cases shall count for four times a case for TRGPD caseload calculations. In no event shall TIDC funding be used to an appeal on an Operation Lone Star case per 89th Texas Legislative Funding limitation.

   If an indictment or information contains more than one count (Section 21.24 CCP), report this as one case under the category for the most serious offense alleged. If all counts are the same degree, report the case under the category for the first offense alleged.

e. **Pretrial Diversion Status Appointments**. Once a client has agreed to and has been accepted into a Pretrial Diversion program, the case will be deemed "disposed" for purposes of TRGPD case calculations. Should a previous client, currently on Pretrial Diversion, need representation in court in any subsequent status or admonishment proceedings, relating to that Pretrial Diversion case, the Court shall provide a new Order of Appointment for the Client, and this shall be considered a separate case.

f. After assignment, TRGPD shall provide representation and other legal services to its clients in all pre-trial, and trial matters and until such time as TRGPD withdraws from

[1] If an indictment or information contains more than one count (Section 21.24 CCP), report this as one case under the category for the most serious offense alleged. If all counts are the same degree, report the case under the category for the first offense alleged.

representation in accordance with the provisions of Tex. R. Prof. Conduct § 1.15, the client retains private counsel, the case is disposed on the court's docket, or the client becomes ineligible for representation under this contract. TRGPD may provide representation and other legal services to existing or prior clients for post-trial matters, other than appeals, at its sole discretion. Post-trial or post-conviction services other than appeals, modifications, status hearings, admonishments, or other representation requested by the Court, shall not be deemed additional or separate cases for purposes of TRGPD caseload calculations.

g. TRGPD will contract, hire or employ all personnel necessary to perform the services that this contract requires including those with criminal defense, investigatory, and immigration expertise, and shall maintain an appropriate and reasonable number of attorneys and support staff to perform its contract obligations. Any funding from TIDC used for immigration attorney advice shall be limited to advisals related to the immigration consequences of the criminal case and related matters and shall not extend to representation in the immigration case. TRGPD will use due diligence to hire, assign, associate and train attorneys who are qualified to provide competent and effective services to the clients served hereunder.

h. If an attorney position is vacant, TRGPD may, in its sole discretion, utilize funds designated for the vacant attorney position to contract attorneys on a time limited basis to serve as lead counsel on cases assigned to TRGPD pursuant to this contract. Upon hire of the attorney positions, TRGPD must revert appropriations designated for the attorney positions back to the designated line items in EXHIBIT A. Once the attorney position(s) is/are hired, TRGPD will assess whether to have the contract attorney complete the representation or have staff attorneys complete the representation. In the event that the contract attorney is to continue representation, sufficient funds will be earmarked from the vacant position budget line items to complete the representation.

    i. Contract attorneys are not employees of TRGPD and therefore will not receive fringe benefits.

i. TRGPD will ensure that each attorney who represents a client pursuant to this agreement provides competent, zealous legal services to each client in accordance with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and the federal and Texas Constitutions. All TRGPD attorneys agree to strive to provide constitutionally effective assistance of counsel to the client regardless of what business relationships or funding sources result in their work for indigent criminal defendants. All TRGPD attorneys understand that failure to zealously represent each client's interests and each client's interests alone may carry legal and license consequences.

j. TRGPD shall provide adequate supervision of less experienced attorneys by more experienced attorneys and shall conduct periodic performance reviews and evaluations of the attorneys assigned to cases.

k. Services of Experts and Other Consultants.

    i. TRGPD may engage expert witnesses, stenographers and technical consultants to perform reasonable and necessary services under this contract, utilizing the designated expert and litigation budget as outlined in EXHIBIT A. Should TRGPD

need additional expert funds, in excess of the amounts budgeted for this contract, TRGPD may seek additional county funding from the court before which each case is pending by proper motion.

ii. For cases in which a competency evaluation is necessary under the Code of Criminal Procedure 46B or 46C, the county shall pay for the court ordered evaluation services as provided under the Code of Criminal Procedure.

5. **Appointment of Cases**. TRGPD shall begin accepting case assignments under this agreement on October 1, 2025, subject to its capacity limitations during the ramp up period.

   a. During the period of this agreement TRGPD shall notify the participating counties immediately upon determining that:

      i. One or more courts are not assigning cases to the Maverick RPD for which the program has capacity for accepting additional assignments; or,

      ii. TRGPD will reach its total contract quota of cases before the expiration of a term of this contract, requiring it to pause accepting appointments until the rate of appointments returns to assumed by this contract's quota. TRGPD will rely on the monthly appointment rates as shown in EXHIBIT A in determining whether it must pause appointments for the RPD, a specific attorney employed by the RPD, or both.

      iii. In either circumstance described in Sections 5(a)(i) or 5(a)(ii), the Maverick RPD Oversight Committee, within 30 days of received written notice from TRGPD, shall convene a meeting of representatives of TRGPD, the counties and applicable courts to develop a plan for effective utilization of the Maverick RPD resources or adjustment of the contract.

   b. Orders of appointment will be sent to TRGPD within the timeframes specified in Article 1.051 of the Texas Code of Criminal Procedure along with all documents related to the case then in existence, including, but not limited to, the following:
      i. Complaint, Information and/or Indictment;
      ii. Order appointing counsel;
      iii. Magistrate's Warning;
      iv. Defendant's Affidavit of Indigence;
      v. Inmate Mental Condition Report to Magistrate;
      vi. Affidavit and Complaint for Warrant of Arrest; and
      vii. All other documents in the Justice of the Peace, County and/or District Court file.

6. **Contract Amount and Payments**. The total contract amount of this agreement is One Million, Five Hundred Twenty-Two Thousand, and Fifty-Four Dollars ($1,522,045) for fiscal year 2026 (October 1, 2025 – September 30, 2026).

   a. Maverick shall advance TRGPD an amount equal to the anticipated operating expenses for the first fiscal quarter (three months) based on the annual contract value upon Maverick receiving funds for this purpose from TIDC. For the first quarter of the second and subsequent fiscal years of program operations, Maverick shall advance TRGPD an amount equal to the projected actuals less cash on hand. TRGPD must provide supporting documentation and the basis for the projected costs.

b. TRGPD will report to Maverick, at least quarterly, actual eligible expenses incurred, which will be deducted from the amount advanced. Additional advance requests may be submitted after two months of actual expenses incurred and reported. Balance of cash on hand (income received less expenses reported) and program income (income generated or earned as a result of program activities) will be required for processing any advance request. To be considered for an advance payment, TRGPD must be current with all required reports.

c. When submitting a request for an advance payment, TRGPD must submit an up-to-date (1) financial report including the required TIDC reporting data; (2) cash on hand report using the Cash on Hand Analysis form; and (3) Statement of Activities for the fund. Requests for an advance of contract funds may be denied, and an expense reimbursement system may be implemented, if required reports are not submitted. Maverick will not advance funds to TRGPD if it would result in TRGPD having an advanced fund balance of more than three months, or the contract term balance if less than three months, of the contract's budgeted costs.

d. Maverick agrees to review all reports received from TRGPD and will notify TRGPD in writing if there are any issues to resolve, including if additional information is needed, to process either an advance or reimbursement for actual expenses incurred. Maverick must process payment to TRGPD within seven (7) business days of receiving reimbursement from TIDC.

e. TRGPD must use any program income to offset eligible program costs. Program income shall not increase the total program budget. Program income will reduce advance payments by an equivalent amount.

f. EXHIBIT A, attached hereto reflects TRGPD's staffing Budgets per county for this contract. Staffing changes or budget adjustments, which consist of reallocations of funds among or within budget categories in excess of $10,000 or ten percent of the original approved budget category, whichever is less, are considered budget adjustments and must be agreed to in writing by both parties. Title changes in attorney line-item positions do not require approval by the counties provided that the line item does not result in a reallocation of funds among or within budget categories in excess of $10,000 or ten percent of the original approved attorney line-item position.

7. **Carry-Over.** If on September 30, 2026, or at the conclusion of any twelve-month period thereafter, there is a surplus of funds, TRGPD shall deduct any surplus from its next invoice after the close of the contract year, and from invoices for subsequent months if necessary. In the event the contract is not renewed, TRGPD will return any surplus to the County pursuant to the wind-down procedure described herein.

8. **Reporting, Accounting and Record keeping**.

a. Within one month of the execution of this Agreement, TRGPD must provide Maverick County and the Maverick RPD Oversight Committee, with its policies and procedures related to representation covered by this agreement.

b. TRGPD will provide a quarterly report to Maverick County, TIDC, and the Maverick RPD Oversight committee, according to the schedule below, and on or before the 15th day of the month, following the conclusion of a quarter, if this agreement is auto-renewed

or extended. The quarterly reporting shall include:

i. Financial reporting showing budgeted vs. actual expenditures, and the status of funds not expended,
ii. Programmatic reporting based on metrics identified by TIDC, and
iii. Staffing reporting that documents job title, hire dates, separation dates, transfers, vacancies, percentage of time dedicated to the Maverick RPD, and actual salaries and fringe benefits for each funded and filled position, or projected salaries for vacant positions.

Reporting Period	**Date Report Due**
October through December	January 15
January through March	April 15
April through June	June 15
July through September	October 15

c. TRGPD staff shall maintain current information, including pleadings and other case-related documents, on each case. That information shall be made available to the Maverick RPD Oversight Committee, under circumstances in a format, that does not require a client to waive the attorney-client privilege, or the attorney to violate the confidentiality standards of the profession, Tex. R. Prof. Conduct 1.05, or any other provision of law.

d. TRGPD will provide a monthly report to the Maverick RPD Oversight Committee, with updates on number of cases that have been accepted, the number of cases that have been disposed, and the status of the pending accepted cases.

e. TRGPD will record attorney and support staff work time in a manner that allows for accurate completion of the Indigent Defense Expenditure Report (IDER) and Public Defender Addendum (PD Addendum) as the County is required to submit to TIDC. The Records must contain sufficient detail to allocate time and salary across the categories of offenses and to document the number of cases disposed by each attorney funded under this contract. Data covering each fiscal year (October 1 to September 30) for the IDER and PD Addendum shall be submitted to Maverick County no later than the 22nd day of October in the following fiscal year.

f. TRGPD shall designate a single point of contact with at least read-only access and general knowledge of the organizational finances regarding contract management, monitoring, and financial data reporting and to respond to the contract terms and deliverables.

g. TRGPD shall maintain financial records on an accrual basis and shall make such records pertaining to this agreement available to the County's representatives upon reasonable request.

h. TRGPD shall preserve all assignment, financial and case service records for a period of seven years from the date the case is closed.

i. TRGPD shall ensure that all attorneys hired under this contract will submit their annual percentage of practice reporting to TIDC no later than the 15th day of October for the preceding fiscal year.

9. **Independent Contractor.**

   a. TRGPD is an independent contractor that shall complete the requirements of this contract according to its own means and methods of work, including individual case assignments, which shall be in the exclusive charge and control of TRGPD and which shall not be subject to control or supervision by the County or any judge, except as required by a Court's statutory, constitutional and inherent powers associated with the hearing and disposition of criminal cases, or as otherwise specified in this contract.

   b. The Maverick RPD Oversight Committee, created by county officials and judges, may recommend to the Commissioners Court what modifications should be sought as to this contract, may monitor the caseload of TRGPD, may determine whether this contract has been violated, and may recommend removal of the public defender program to the Commissioners Court.

   c. Neither the Maverick RPD Oversight Board, the Commissioners Court, the judges, nor the local defense bar may interfere with the administration or management of TRGPD, nor require TRGPD to hire, discipline or fire employees, or otherwise interfere with office operations or policies.

   d. A judge may have authority to remove an attorney in a specific case if the court finds that the attorney has failed to provide representation that meets constitutional and professional standards; in such circumstances, TRGPD retains the authority to assign a replacement attorney for the client.

10. **Non-discrimination**.

   a. TRGPD will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, national origin, sex, sexual preference, disability, or religion.

11. **Impossibility of Performance.**

   a. Neither party shall be responsible for delay or default caused by theft, fire, flood, riot, war or other casualty, if the delay or default was beyond the party's reasonable control.

   b. In the event of circumstances beyond a party's control that may render timely performance by that party impossible under Sec. 13.a, either party may terminate this contract, or the affected party, by written notice.

12. **Wind-Down Procedures.**

   a. **Effective Date of Termination.** Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by written notice under Sec. 2, the "effective date" of termination is September 30 of the contract year.

   b. Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by mutual agreement under Sec. 2, the "effective date" of termination is ninety (90) days after such mutual agreement is memorialized in writing, or twenty (20) days if termination of the contract is based upon non-award of TIDC grant funding.

c. Unless otherwise agreed upon in writing by the parties, if this agreement is terminated by a party under Sec. 2, the "effective date" of termination is ninety (90) days after written notice is received by the non-terminating party, or twenty (20) days if termination of the contract is based upon non-award of TIDC grant funding.

d. Upon receipt by a party of a notice of intent to terminate this agreement, no further cases shall be assigned or accepted as of the date such notice is received, or as otherwise agreed in writing between the parties.

e. TRGPD shall act in good faith to complete timely and adequate legal services on all existing cases assigned before the effective date of termination of this contract.

f. TRGPD shall promptly notify all clients with pending cases of the notice of termination.

g. TRGPD will file appropriate motions to withdraw with the court in which the case is pending and seek the appointment of private counsel for the defendant.

h. Payment after the Effective Date of Termination.

i. In the event that this agreement is not auto-renewed or upon termination of this contract and there are cases in which TRGPD is not permitted to withdraw by the court before whom the case is pending, Maverick County shall continue to reimburse TRGPD for all actual personnel and non-personnel expenses incurred to resolve all cases still pending after the conclusion of the agreement, or upon conclusion of the final extension or renewal of this agreement, along with projected expenses that TRGPD is likely to incur for costs associated with the termination of employees such as severance and vacation/sick time pay, as TRGPD is required to pay under the TRGPD Collective Bargaining Agreement. TRGPD will not be paid amounts in excess of the total contract amount or TRGPD's actual program expenditures, whichever is less.

i. If the County does not renew the Agreement, TRGPD will use the designated severance funds to pay severance for all employees assigned to the contract when their line item is eliminated. If severance is not used because the employee remains employed by TRGPD, TRGPD will return the severance received from the County associated with that employee.

j. Upon the conclusion of TRGPD's responsibilities under this agreement, the conclusion of the final extension or renewal, including the closing down or winding of operations and disposing of all remaining and pending cases, any unused funding for the Maverick RPD will be returned to Maverick County within 90 days of the end of the contract term or the final date on which operations and cases are closed and disposed of, whichever is later.

13. Contract Notices. All notices required by this contract shall be delivered in writing to the following representatives of the parties:

Maverick County
Hon. Rolando Jasso, County Judge
500 Quarry Street, Suite 3
Eagle Pass, TX 78852

Texas RioGrande Public Defender
David Silberthau, Executive Director 84
Northeast Loop 410, Suite 229
San Antonio, TX 78216

14. Entire Agreement.

a. This writing constitutes the entire agreement between the parties.

b. No other oral or written understandings, agreements, or representations exist regarding this agreement.Any party's failure to enforce any provision of this contract shall not constitute a waiver
by the party of that or any other provision.

c. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. If made, such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given and shall be strictly construed.

d. The parties, by the signatures of the authorized representatives of each, hereby acknowledge that each has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNED AND EXECUTED by the parties on the date(s) indicated by the signatures of the authorized representatives.

_____ _____

Hon. Rolando Jasso, County Judge
Maverick County
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852

Date

_____ _____

David Silberthau , Executive Director
RioGrande Public Defender
84 Northeast Loop 410, Suite 229
San Antonio, TX 78216

Date Texas

EXHIBIT A

The fully staffed, full-year cost for the Maverick RPD program is $1,709,283. During the ramp up period, the budget is reduced to $1,522,054 due primarily to the time required to recruit and hire program staff, as reflected in the below table.

FY26 Personnel	FTE	Salary	Fringe	Months Active	Severance	Total
Chief Public Defender (30% caseload)	1	$138,840	$49,982.40	12	$5,340.00	$194,162.40
Managing Public Defender (70% caseload)	1	$125,000	$45,000.00	12	$4,807.69	$174,807.69
Felony Public Defender 1	1	$84,750	$30,510.00	9	$4,346.15	$113,255.38
Felony Public Defender 2	1	$56,500	$20,340.00	6	$4,346.15	$76,875.38
Misdemeanor Public Defender 1	1	$71,250	$25,650.00	9	$3,653.85	$100,553.85
Misdemeanor Public Defender 2	1	$47,500	$17,100.00	6	$3,653.85	$68,253.85
Padilla Attorney	.33	$36,300	$13,068	12	$1,396.15	$50,764.15
Paralegal 1	1	$65,000	$21,508.50	12	$2,500.00	$89,008.50
Paralegal 2	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Investigator 1	1	$70,000	$23,163.00	12	$6,394.23	$99,557.23
Investigator 2	1	$32,500	$10,754.25	6	$2,500.00	$45,754.25
Case Worker	1	$48,750	$16,131.38	9	$2,500.00	$67,381.38
Total Personnel						**$1,158,416.97**

Non-Personnel	FY26
Office Space	$36,000
Office Utilities	$5,400
Telecommunications	$7,000
Office Supplies & Equipment	$10,000
Case-related Expenses	$20,000
Training	$15,000
Contract Services	$71,000
Software & Technology	$25,000
Travel	$25,000.02
Indirect Costs	$149,228.72
Total Non-Personnel	**$363,628.74**

Summary – Year 1	
Total Maverick Regional PD	**$1,522,045**
Total Amount Funded by TIDC	$1,401,171
Maverick Regional PD	**$120,874**

Annual Caseload Under Proposed Budget					
County	**Annual Felonies**	**Monthly Felonies**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	288	24	339	28.25	627
Dimmit	58	4.83	68	5.67	126
Zavala	38	3.17	45	3.75	83
Total	384	32	452	37.67	836
Total Attorneys	3	10.67 per attorney per month	2	18.84 per attorney/month	

According to data by participating counties, the annual projected misdemeanor caseloads for the three counties exceed the Maverick RPD's capacity. The County should anticipate some funding for panel attorneys to cover some misdemeanor cases.

Annual Estimate Provided by County					
County	**Annual Felonies**	**Monthly Felony Appointments**	**Annual Misdemeanors**	**Monthly Misdemeanors**	**Total Cases**
Maverick	280	23.33	457	38.08	539
Dimmit	65	5.42	90	7.5	155
Zavala	40	3.33	51	4.25	91
Total	385	32.08	598	49.83	836
Total Attorneys	3	10.69 per attorney/month	2	24.92 per attorney/month	



REGULAR ITEMS

16

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to enter a pilot program for the use of a driver-assistance vehicle equipped with a license plate reader technology. Program is offered by My Trusted Driver.
SPONSORED BY: Maverick County Sheriff's Office	DEPARTMENT HEAD REQUESTING: Sheriff Tom Schmerber
BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

Indemnification – Autonomous ALPR Trial

Trusted Driver ("Vendor") shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless **Maverick County, Texas**, the **Maverick County Sheriff's Office**, the elected Sheriff (in both official and individual capacities), and all of their officers, deputies, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

1. The design, manufacture, delivery, installation, configuration, operation, testing, maintenance, hosting, or removal of the **Automatic License Plate Recognition (ALPR) equipment, software, and services** provided by Vendor for the trial;
2. Any alleged or actual **violation of privacy, civil rights, or data-protection laws** resulting from Vendor's ALPR system, data collection, storage, hosting, access controls, or data-sharing practices;
3. Any **data breach, unauthorized access, loss, or disclosure** of ALPR images, metadata, or associated records caused in whole or in part by Vendor or its employees, agents, contractors, or subcontractors; and
4. Any other negligent or wrongful act or omission of Vendor, its officers, employees, agents, contractors, or subcontractors in connection with the ALPR trial.

This indemnity shall apply except to the extent a claim is finally determined by a court of competent jurisdiction or applicable administrative authority to have been caused solely by the gross negligence or willful misconduct of an Indemnified Party. Vendor's duty to defend shall be immediate upon written notice of any claim potentially within the scope of this provision and is independent of the duty to indemnify. Vendor shall not settle any claim in a manner that imposes any admission of fault, ongoing obligation, or monetary payment by an Indemnified Party without that Party's prior written consent.

These indemnification obligations shall survive completion, expiration, or termination of the ALPR trial and this Agreement, and shall not be limited by any insurance coverage maintained by Vendor.

Data Security and Privacy – ALPR Trial

Vendor shall implement and maintain administrative, physical, and technical safeguards designed to protect all data generated, transmitted, or stored by the ALPR system during the trial, including plate images, metadata, alert logs, and related records ("ALPR Data"). Vendor's safeguards shall, at a minimum, comply with all applicable federal and state laws, as well as generally accepted industry standards for law enforcement data security.

Vendor shall:

- Restrict access to ALPR Data to authorized users only, using unique credentials, role-based access controls, and logging of all access and queries.
- Encrypt ALPR Data in transit and at rest where technically feasible.
- Promptly, and in no event later than twenty-four (24) hours, notify the **Maverick County Sheriff's Office** in writing upon discovery of any actual or suspected unauthorized access, data breach, loss, or disclosure involving ALPR Data, and cooperate fully in any related investigation, notification, and remediation.
- Not sell, license, mine, or otherwise use ALPR Data for any purpose other than performing services for the Maverick County Sheriff's Office under this Agreement, and shall not share ALPR Data with any third party without the Sheriff's Office's prior written consent, except as required by law.

Upon expiration or termination of the ALPR trial, Vendor shall, at the direction of the Maverick County Sheriff's Office, securely delete or return all ALPR Data (including backups) in its possession or control, and provide written certification of such deletion or return.

Trial Deployment; Assumption of Risk

The parties acknowledge that the ALPR system is being deployed on a **trial basis** for evaluation and testing in an operational law enforcement environment. The **Maverick County Sheriff's Office** retains sole discretion and responsibility for all law enforcement decisions, including whether and how to act upon any alert or information generated by the ALPR system.

Vendor makes no guarantee that the ALPR system will detect or capture every vehicle of interest, and the Maverick County Sheriff's Office understands that ALPR hits and non-hits are investigative tools that must be corroborated through standard law enforcement procedures and applicable state and federal laws and regulations. The Maverick County Sheriff's Office assumes the inherent operational risks associated with using investigative tools in the field, while Vendor remains responsible for risks arising from the design, performance, security, and legal compliance of the ALPR system as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of last signature below.

Maverick County, Texas

By: _____

Name: _____

Title: _____

Date: _____

Trusted Driver

By: _____

Name: James Goodman

Title: Owner

Date: 4-14-26



REGULAR ITEMS

17

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
NEXT MEETING	Discussion and appropriate action to open a bank account for Senate Bill 3 and create fund accounts for Engineering (professional services), construction and improvements.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge English Cantu	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:
In response to the devastating July 2025 Hill Country floods, the Texas Legislature passed several bills aimed at improving Texas' preparedness for future flood events, including Senate Bill 3 (SB 3), which relates to outdoor warning sirens in flash flood-prone areas. Governor Abbott signed SB 3 into law on September 5, 2025. Need a bank account for advance payment from the TWDB for the project in the amount of $92,430.

Grant Funded:	COST:
$1.25M (up to) no match.	$0

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
Letter from TWDB for SB3

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:
Pending review.

ATTACHMENTS:
Letter from TWDB for SB3

SUGGESTED MOTION:
Approve the opening of the bank account and the creation of funds.

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

SB 3 Project Plan Phase 1

Maverick County, Texas

February 25, 2026

***Prepared By*:**

STREAMLINE
ENGINEERING

1000 Central Parkway North, Suite 265
San Antonio, TX 78232
streamline-eng.com
TBPELS Engineering Firm No. 24968

1000 Central Parkway North #265
San Antonio, TX 78232
streamline-eng.com

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STREAMLINE
ENGINEERING

1000 Central Parkway North #265
San Antonio, TX 78232
streamline-eng.com

I. Introduction and Purpose

Maverick County, in coordination with the City of Eagle Pass and the Joint Emergency Operations Center (EOC), is undertaking the planning and development of a comprehensive Outdoor Warning Siren System (OWSS) to enhance public safety and improve real-time flood warning capabilities throughout the County. This planning effort is funded under the Texas Water Development Board (TWDB) Senate Bill 5 (SB 5).

The purpose of this planning project is to establish the technical, operational, and interlocal framework necessary to advance a targeted, risk-based deployment strategy consistent with SB3, focusing on high-risk flash flood areas identified through PFFRA mapping.

This effort will define service areas, identify optimal siren locations, recommend monitoring and activation technologies, and formalize implementation and operational partnerships to support TWDB review and approval for advance funding and reimbursement. The planning phase is intended to produce a defensible, data-driven framework that positions Maverick County to deploy a system that prioritizes outdoor life safety, focused on warning individuals in high-risk flash flood areas consistent with SB3 guidance.

Maverick County experiences recurring flash flooding in areas influenced by the Rio Grande and associated tributaries. Some of these areas have been identified through the TWDB PFFRA mapping and other documented high-risk corridors. This project will evaluate flood hazard and exposure in these corridors—using depth, velocity, frequency, and impacted population and infrastructure—to demonstrate risk and alignment with SB3 evaluation criteria. Rapid rise conditions and limited warning time pose significant risk to residents, motorists, and critical infrastructure causing threats to life safety and recent flood fatalities.

This project will consider primarily outdoor exposure risks, including recreational areas and transient populations, consistent with SB3's emphasis on protecting individuals outdoors with limited warning time.

Currently, warning dissemination relies heavily on:

- National Weather Service alerts
- Mobile device notifications
- Emergency messaging systems

However, many rural and vulnerable areas lack sufficient audible or visual warning infrastructure. An outdoor warning and siren system, integrated with real-time hydrologic triggers will:

- Provide redundant and reliable public notification
- Improve warning lead time at high-risk crossings

- Reduce flood-related loss of life and property
- Support coordinated emergency management operations

This project will consider primarily outdoor exposure risks, including recreational areas and transient populations, consistent with SB3's emphasis on protecting individuals outdoors with limited warning time. **The project scope is outlined in the next three sections.**

II. TASK 1 – PROJECT MANAGEMENT

Maverick County is responsible for overall project oversight and coordination with stakeholders. The County has procured Streamline Engineering, LLC under its on-call professional engineering services contract to manage and execute the planning effort.

Streamline Engineering, LLC is responsible for the Project Management of the following:

- Technical system evaluation
- Hydrologic monitoring recommendations
- Preparing exhibits, presentations, and meeting minutes for Joint EOC workshops
- Siren technology assessment
- GIS coverage modeling
- Design – Details, and Specifications
- Cost estimating
- Development of prioritization framework
- Drafting O&M documentation
- Preparation of MOU documentation
- Coordination with TWDB for review support

Maverick County is responsible for:

- Engaging and facilitating meetings and workshops with Joint EOC and City of Eagle Pass.
- Finalizing Memorandum of Understanding between Joint EOC regarding operations and maintenance of the proposed system
- Submitting reimbursement request and invoices to TWDB

All planning activities will be documented in a comprehensive Planning Report suitable for TWDB review and funding advancement.

III. TASK 2 – INITIAL PROJECT ACTIVITIES

The planning effort includes development of the following technical and administrative components.

i. Hydrologic Monitoring and Gage Framework

Evaluation and recommendation of appropriate gage types to support real-time flood detection and siren activation, including:

- Non-contact point radar water level sensors
- Precipitation gages (tipping bucket rain gages)
- Pressure transducers (submersible water level sensors)

Gages will be dependent on site location, ROW availability, maintenance requirements, cost, constructability and public safety considerations. The planning process will determine:

- Population Risk Determination
- Monitoring objectives (stage vs. rainfall-based triggers)
- Optimal gage placement locations
- Data transmission protocols
- Redundancy requirements
- Integration with emergency management systems

ii. Siren Technology Evaluation

Assessment of outdoor warning siren systems including:

- Tone-only sirens
- Voice-enabled messaging sirens
- Programmable activation platforms

Evaluation criteria include:

- Coverage radius and acoustic modeling
- Power supply redundancy (solar/battery backup)
- Remote activation capability
- Automated trigger integration
- Maintenance requirements

iii. Supplemental Safety Enhancements

The project will focus on implementing siren safety enhancements that improve warning speed, coverage, and public response during flood emergencies. This includes evaluating siren placement, expanding coverage in vulnerable areas, integrating activation protocols with established flood triggers, and improving coordination with emergency management personnel. The goal is to create a more reliable and actionable warning system that provides clear notice to the public, supports timely road closure and evacuation decisions, and strengthens overall community safety during high-water events.

iv. Service Area Delineation and Site Control

Service area delineation will be based on TWDB provisional flash flood risk area (PFFRA) mapping, incorporating both flood hazard and human exposure. This scope includes review and refinement

of PFFRA areas, with any updates or revisions submitted to TWDB for incorporation into the final dataset.

The planning effort will:

- PFFRA mapping assessment and GIS mapping revisions based on Joint EOC workshop
- Define siren service areas based on population density, flood risk, and coverage modeling
- Identify proposed siren locations
    - Note: Proposed siren locations are prioritized in areas with demonstrated outdoor exposure (e.g., recreational areas, transient populations), consistent with SB3 life-safety objectives.
- Evaluate site control requirements (easements, leases, public property use)
- Define Implementation Cost, Design and Specifications
- Coordinate with municipal and County facilities for placement feasibility

Geospatial analysis will be used to optimize siren placement for maximum effective coverage. Geospatial analysis will balance acoustic coverage with risk-based prioritization and incorporate TWDB PFFRA mapping as a baseline, refined with local knowledge to support targeted deployment in high-risk areas.

v. Prioritization and Phased Implementation Plan

A prioritization framework will be developed to guide phased implementation based on:

- Flood risk severity
- Historical incident data
- Traffic volumes at crossings
- Population vulnerability
- Infrastructure criticality

This prioritization plan will provide a roadmap for staged construction aligned with available funding.

vi. Operations and Maintenance (O&M) Framework

The project will develop:

- Recommended operational protocols
- Routine maintenance schedules
- Testing procedures
- Long-term cost estimates
- Staffing and monitoring responsibilities

Cost estimates will include:

- Equipment replacement cycles
- Software licensing
- Data telemetry services
- System inspections

vii. Interlocal Coordination and Memorandum of Understanding (MOU)

To ensure long-term system functionality and coordinated emergency response, a Memorandum of Understanding will be developed between:

- Maverick County
- City of Eagle Pass
- Joint Emergency Operations Center

The MOU will define:

- Roles and responsibilities
- Activation authority
- Data sharing agreements
- Maintenance obligations
- Cost-sharing structures

viii. Software Integration Evaluation

A comprehensive evaluation of software platforms and system integration architecture will be conducted to ensure seamless coordination between hydrologic monitoring, automated triggering logic, siren activation systems, and emergency management operations. This task will assess:

- Compatibility between water level and rainfall gages and siren control platforms
- Integration with emergency management software utilized by the Joint EOC
- Real-time data acquisition and telemetry systems
- Cloud-based versus locally hosted control systems
- Cybersecurity protections and user authentication protocols
- Redundancy and fail-safe activation pathways
- Mobile and remote access capabilities for authorized personnel

The evaluation will determine whether a centralized command platform or distributed activation architecture best supports County operations. Emphasis will be placed on systems capable of supporting automated threshold-based triggers while retaining manual override authority for emergency management officials.

The software integration analysis will ensure that monitoring data transitions efficiently from detection to decision-making to public notification without delay or system incompatibility.

ix. System Design and Technical Specifications

Based on the findings of the monitoring, siren, and software evaluations, preliminary system design criteria and technical specifications will be developed to support future procurement and implementation. This task will include:

- Development of performance-based design criteria for gages and sirens
- Communication architecture diagrams
- Power supply and backup system requirements
- Mounting and structural considerations
- Activation logic flow diagrams
- Minimum acoustic coverage standards
- Equipment interoperability standards
- Environmental durability requirements for South Texas climate conditions

Technical specifications will be prepared in a format suitable for:

- Future competitive procurement
- Grant application support
- TWDB implementation funding review
- Bid package development

This design framework will ensure that future implementation is standardized, scalable, and aligned with best practices for flood warning infrastructure.

x. Preliminary Capital and Lifecycle Cost Estimation

A comprehensive planning-level cost estimate will be developed to support phased implementation and funding strategy development. Cost estimation will include:

Capital Costs

- Siren equipment and installation
- Hydrologic gages and telemetry systems
- Software licensing and integration platforms
- Electrical service and solar power systems
- Structural foundations and mounting hardware
- Site acquisition or easement costs
- Engineering, permitting, and construction administration

Lifecycle and Operational Costs

- Annual software subscriptions
- Data telemetry services
- Routine maintenance and inspection
- Battery replacement and equipment lifecycle replacement
- Staffing and monitoring resources

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Planning-level estimates will follow accepted engineering cost estimation methodologies appropriate for SB 3 funding review and will include contingency allowances consistent with infrastructure planning.

IV. TASK 10 – FINAL REPORT TO TWDB

The planning project will produce:

- Refinement of TWDB provisional flash flood risk area mapping with updated spatial data or findings provided to support TWDB program use and future planning efforts.
- Outdoor Warning System Planning Report
- Hydrologic monitoring recommendations
- Siren technology evaluation matrix
- Proposed siren location maps
- Service area coverage analysis
- Implementation prioritization plan
- Implementation Cost Estimates
- Draft Operations and Maintenance framework
- Draft Interlocal MOU

These deliverables will support TWDB review and approval for advance funding and reimbursement and position Maverick County for implementation funding under SB 3.

V. Requirements Compliance – Budget, Schedule, Advance Requests, Contacts and Authorization

#	Requirement	Initial
2.1	Communities must identify a primary and backup administrator responsible for their siren system with full oversight and awareness of the system with full oversight and awareness of the system and associated activities.	AS
2.2	Joint siren operations between municipalities, counties, and/or other government agencies must include a signed and/or adopted Memorandum of Understanding or similar written agreement with documented roles and responsibilities.	AS
3.1	Communities must follow and document a process for siren site selection.	AS
3.2	Sirens must produce an audible alert of no more than 130 dB(C) at a distance of 100 feet from the siren. The siren's coverage area is defined as the area in which the audible alert is at least 70 dB.	AS
3.3	Sirens must have the following: • Both local and remote manual overrides for triggering the siren. • A primary power source capable of operating the siren continuously and reliably. • A backup power source different than the primary power source that is sufficient to operate the siren as designed in the absence of the primary power source (as detailed further below). • Automatic transition between primary and backup power in the event of failure. The backup power source must provide sufficient power for: • 24 hours of standby. ○ "Standby" refers to the operation state where the system is waiting for a trigger signal and is capable of alter when a trigger signal is received. • 30 minutes of alerting. ○ This requirement has been modified from the FEMA standard of 15 minutes to provide for a series of 10, three-minute audible alerts. Batteries used for power supply must: • Be automatically and fully recharged to at least 80 percent of maximum rated capacity from the fully discharged state in 24 hours or less.	AS
	• Be a low-maintenance design with a vendor-specified lifespan of at least five years. Note that this value has been modified from the FEMA standard of three years based on industry experience and advancements in battery technology.	AS
3.4	Sirens must have a backup communications method that is sufficient to operate the siren as designed in the absence of the primary communication method. The siren must provide automatic transition between primary and backup communication methods in the event of failure.	AS
3.5	When used as a siren activation trigger, gauges must use at least one form of telemetry capable of transmitting data to a central location at a minimum of every 15 minutes.	AS
3.6	Sirens must be tested immediately after installation, and the results must be documented.	AS
3.7	Sirens must include at least one stream gauge as an activation trigger. One gauge may serve as a trigger for multiple sirens.	AS
3.8	All siren electronic components must be elevated to or above the 500-year, 24-hour maximum water surface elevation.	AS
4.1	An operations plan must be assessed annually and include, at minimum, • Roles and responsibilities, including who is responsible for authorizing activation; • Detection protocols (i.e., trigger(s), threshold(s), etc.); • Activation protocols (i.e., how and when a siren is activated); • Notification protocols for officials, emergency managers, and the general public; • Testing protocols; and • A false alarm policy.	AS
4.2	Sirens must be tested daily using silent tests and monthly using audible activation to verify sirens are receiving communications and are operational. Primary and backup systems must be tested. The monthly audible activation can be cancelled if severe weather is present forecasted. All tests must be conducted on a fixed, documented schedule, and test results must be documented. If a test fails, corrective action(s) must be initiated within 72 hours and retesting performed after corrective action(s) are completed. Corrective action(s) and retesting must be documented.	As
4.3	A siren must produce clear, audible alter tone(s) with a minimum activation duration of three minutes per alert repeated at regular intervals.	AS
4.4	The siren system must be integrated with public messaging systems.	AS
5.1	The siren must be inspected annually following vendor guidelines. Inspection documentation must include, at a minimum, • Inspection findings and any corrective actions required, • Prior year maintenance records, and • Maintenance and inspection documentation for gauges used as activation triggers	AS
6.1	Communities must conduct public education and outreach to inform populations served by sirens about the system's purpose, testing schedule, alert tones and/or voice messages, and actions to take if activated.	AS

i. Budget

A planning budget was developed by Streamline Engineering based on hourly analysis to complete the scope of work for the planning phase. The County intends to apply for additional funding once complete for the implementation phase. **The budget reflects planning-phase activities only and does not include implementation or construction costs**. **An additional submission package will be prepared and submitted following completion of planning activities to support implementation funding.**

Task No.	Task Description	Budget
1	Project Management	$ 33,200
2	Initial Project Activities	$ 298,500
10	Final Report to TWDB	$ 38,020
	Total Planning and Design Phase	**$ 369,720**

ii. Schedule

The dates provided correspond to the planning phase of the project. Subsequent phases (procurement, permitting, installation, and testing) represent future implementation activities to be funded separately.

Phase	Milestone	Estimated date
1	Project start	4/23/2026 (Estimated)
2	Planning and design	Complete 9/15/2026
3	Procurement complete	
4	Right of way and necessary permits obtained	
5	Installation complete	
6	Operational / testing complete	
7	Final report and certification	Complete 9/15/2026

***Schedule provided is an estimate for planning purposes only.**

iii. Schedule

Amount requested	$92,430
Percent of total project estimate	25%

iv. Primary Contact

Name:	Isaak T. Ruiz
Title:	Grant Administrator
Phone:	(830) 968-0344
Email:	isaakruiz@co.maverick.tx.us

v. Authorization

The project plan template must be signed and submitted by an official representative of the County who is authorized to submit this plan on behalf of the County. This signature affirms that the information provided is accurate to the best of their knowledge at the time of signing and acknowledges that the plan may be updated as necessary.

County Representative: Maverick County

Name: The Honorable Ramsey English Cantu

Title: Maverick County Judge

Signature/Date: _____



REGULAR ITEMS

18

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next	Discussion and appropriate action to approve to submit updated SB 3 Project Plan Phase 1 (Planning) prepared by Streamline Engineering to request advance of $92,430.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge English Cantu	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:
In response to the devastating July 2025 Hill Country floods, the Texas Legislature passed several bills aimed at improving Texas' preparedness for future flood events, including Senate Bill 3 (SB 3), which relates to outdoor warning sirens in flash flood-prone areas. Governor Abbott signed SB 3 into law on September 5, 2025.

Grant Funded:	COST:
$ Up to 1.25M	$349,720.00 ($92,430 advance 25%)

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
Review and approve the plan.

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:
Pending review.

ATTACHMENTS:
SB3 Project Plan Phase 1

SUGGESTED MOTION:
Review and approve.

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

SB 3 Project Plan Phase 1

Maverick County, Texas

February 25, 2026

***Prepared By*:**

STREAMLINE
ENGINEERING

1000 Central Parkway North, Suite 265
San Antonio, TX 78232
streamline-eng.com
TBPELS Engineering Firm No. 24968

1000 Central Parkway North #265
San Antonio, TX 78232
streamline-eng.com

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ENGINEERING

1000 Central Parkway North #265
San Antonio, TX 78232
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I. Introduction and Purpose

Maverick County, in coordination with the City of Eagle Pass and the Joint Emergency Operations Center (EOC), is undertaking the planning and development of a comprehensive Outdoor Warning Siren System (OWSS) to enhance public safety and improve real-time flood warning capabilities throughout the County. This planning effort is funded under the Texas Water Development Board (TWDB) Senate Bill 5 (SB 5).

The purpose of this planning project is to establish the technical, operational, and interlocal framework necessary to advance a targeted, risk-based deployment strategy consistent with SB3, focusing on high-risk flash flood areas identified through PFFRA mapping.

This effort will define service areas, identify optimal siren locations, recommend monitoring and activation technologies, and formalize implementation and operational partnerships to support TWDB review and approval for advance funding and reimbursement. The planning phase is intended to produce a defensible, data-driven framework that positions Maverick County to deploy a system that prioritizes outdoor life safety, focused on warning individuals in high-risk flash flood areas consistent with SB3 guidance.

Maverick County experiences recurring flash flooding in areas influenced by the Rio Grande and associated tributaries. Some of these areas have been identified through the TWDB PFFRA mapping and other documented high-risk corridors. This project will evaluate flood hazard and exposure in these corridors—using depth, velocity, frequency, and impacted population and infrastructure—to demonstrate risk and alignment with SB3 evaluation criteria. Rapid rise conditions and limited warning time pose significant risk to residents, motorists, and critical infrastructure causing threats to life safety and recent flood fatalities.

This project will consider primarily outdoor exposure risks, including recreational areas and transient populations, consistent with SB3's emphasis on protecting individuals outdoors with limited warning time.

Currently, warning dissemination relies heavily on:

- National Weather Service alerts
- Mobile device notifications
- Emergency messaging systems

However, many rural and vulnerable areas lack sufficient audible or visual warning infrastructure. An outdoor warning and siren system, integrated with real-time hydrologic triggers will:

- Provide redundant and reliable public notification
- Improve warning lead time at high-risk crossings

- Reduce flood-related loss of life and property
- Support coordinated emergency management operations

This project will consider primarily outdoor exposure risks, including recreational areas and transient populations, consistent with SB3's emphasis on protecting individuals outdoors with limited warning time. **The project scope is outlined in the next three sections.**

II. TASK 1 – PROJECT MANAGEMENT

Maverick County is responsible for overall project oversight and coordination with stakeholders. The County has procured Streamline Engineering, LLC under its on-call professional engineering services contract to manage and execute the planning effort.

Streamline Engineering, LLC is responsible for the Project Management of the following:

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- Preparation of MOU documentation
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Maverick County is responsible for:

- Engaging and facilitating meetings and workshops with Joint EOC and City of Eagle Pass.
- Finalizing Memorandum of Understanding between Joint EOC regarding operations and maintenance of the proposed system
- Submitting reimbursement request and invoices to TWDB

All planning activities will be documented in a comprehensive Planning Report suitable for TWDB review and funding advancement.

III. TASK 2 – INITIAL PROJECT ACTIVITIES

The planning effort includes development of the following technical and administrative components.

i. Hydrologic Monitoring and Gage Framework

Evaluation and recommendation of appropriate gage types to support real-time flood detection and siren activation, including:

- Non-contact point radar water level sensors
- Precipitation gages (tipping bucket rain gages)
- Pressure transducers (submersible water level sensors)

Gages will be dependent on site location, ROW availability, maintenance requirements, cost, constructability and public safety considerations. The planning process will determine:

- Population Risk Determination
- Monitoring objectives (stage vs. rainfall-based triggers)
- Optimal gage placement locations
- Data transmission protocols
- Redundancy requirements
- Integration with emergency management systems

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Assessment of outdoor warning siren systems including:

- Tone-only sirens
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Evaluation criteria include:

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The project will focus on implementing siren safety enhancements that improve warning speed, coverage, and public response during flood emergencies. This includes evaluating siren placement, expanding coverage in vulnerable areas, integrating activation protocols with established flood triggers, and improving coordination with emergency management personnel. The goal is to create a more reliable and actionable warning system that provides clear notice to the public, supports timely road closure and evacuation decisions, and strengthens overall community safety during high-water events.

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Service area delineation will be based on TWDB provisional flash flood risk area (PFFRA) mapping, incorporating both flood hazard and human exposure. This scope includes review and refinement

of PFFRA areas, with any updates or revisions submitted to TWDB for incorporation into the final dataset.

The planning effort will:

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- Define siren service areas based on population density, flood risk, and coverage modeling
- Identify proposed siren locations
    - Note: Proposed siren locations are prioritized in areas with demonstrated outdoor exposure (e.g., recreational areas, transient populations), consistent with SB3 life-safety objectives.
- Evaluate site control requirements (easements, leases, public property use)
- Define Implementation Cost, Design and Specifications
- Coordinate with municipal and County facilities for placement feasibility

Geospatial analysis will be used to optimize siren placement for maximum effective coverage. Geospatial analysis will balance acoustic coverage with risk-based prioritization and incorporate TWDB PFFRA mapping as a baseline, refined with local knowledge to support targeted deployment in high-risk areas.

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A prioritization framework will be developed to guide phased implementation based on:

- Flood risk severity
- Historical incident data
- Traffic volumes at crossings
- Population vulnerability
- Infrastructure criticality

This prioritization plan will provide a roadmap for staged construction aligned with available funding.

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The project will develop:

- Recommended operational protocols
- Routine maintenance schedules
- Testing procedures
- Long-term cost estimates
- Staffing and monitoring responsibilities

Cost estimates will include:

- Equipment replacement cycles
- Software licensing
- Data telemetry services
- System inspections

vii. Interlocal Coordination and Memorandum of Understanding (MOU)

To ensure long-term system functionality and coordinated emergency response, a Memorandum of Understanding will be developed between:

- Maverick County
- City of Eagle Pass
- Joint Emergency Operations Center

The MOU will define:

- Roles and responsibilities
- Activation authority
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A comprehensive evaluation of software platforms and system integration architecture will be conducted to ensure seamless coordination between hydrologic monitoring, automated triggering logic, siren activation systems, and emergency management operations. This task will assess:

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- Grant application support
- TWDB implementation funding review
- Bid package development

This design framework will ensure that future implementation is standardized, scalable, and aligned with best practices for flood warning infrastructure.

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A comprehensive planning-level cost estimate will be developed to support phased implementation and funding strategy development. Cost estimation will include:

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- Software licensing and integration platforms
- Electrical service and solar power systems
- Structural foundations and mounting hardware
- Site acquisition or easement costs
- Engineering, permitting, and construction administration

Lifecycle and Operational Costs

- Annual software subscriptions
- Data telemetry services
- Routine maintenance and inspection
- Battery replacement and equipment lifecycle replacement
- Staffing and monitoring resources

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IV. TASK 10 – FINAL REPORT TO TWDB

The planning project will produce:

- Refinement of TWDB provisional flash flood risk area mapping with updated spatial data or findings provided to support TWDB program use and future planning efforts.
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These deliverables will support TWDB review and approval for advance funding and reimbursement and position Maverick County for implementation funding under SB 3.

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#	Requirement	Initial
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3.6	Sirens must be tested immediately after installation, and the results must be documented.	AS
3.7	Sirens must include at least one stream gauge as an activation trigger. One gauge may serve as a trigger for multiple sirens.	AS
3.8	All siren electronic components must be elevated to or above the 500-year, 24-hour maximum water surface elevation.	AS
4.1	An operations plan must be assessed annually and include, at minimum, • Roles and responsibilities, including who is responsible for authorizing activation; • Detection protocols (i.e., trigger(s), threshold(s), etc.); • Activation protocols (i.e., how and when a siren is activated); • Notification protocols for officials, emergency managers, and the general public; • Testing protocols; and • A false alarm policy.	AS
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i. Budget

A planning budget was developed by Streamline Engineering based on hourly analysis to complete the scope of work for the planning phase. The County intends to apply for additional funding once complete for the implementation phase. **The budget reflects planning-phase activities only and does not include implementation or construction costs**. **An additional submission package will be prepared and submitted following completion of planning activities to support implementation funding.**

Task No.	Task Description	Budget
1	Project Management	$ 33,200
2	Initial Project Activities	$ 298,500
10	Final Report to TWDB	$ 38,020
	Total Planning and Design Phase	**$ 369,720**

ii. Schedule

The dates provided correspond to the planning phase of the project. Subsequent phases (procurement, permitting, installation, and testing) represent future implementation activities to be funded separately.

Phase	Milestone	Estimated date
1	Project start	4/23/2026 (Estimated)
2	Planning and design	Complete 9/15/2026
3	Procurement complete	
4	Right of way and necessary permits obtained	
5	Installation complete	
6	Operational / testing complete	
7	Final report and certification	Complete 9/15/2026

***Schedule provided is an estimate for planning purposes only.**

iii. Schedule

Amount requested	$92,430
Percent of total project estimate	25%

iv. Primary Contact

Name:	Isaak T. Ruiz
Title:	Grant Administrator
Phone:	(830) 968-0344
Email:	isaakruiz@co.maverick.tx.us

v. Authorization

The project plan template must be signed and submitted by an official representative of the County who is authorized to submit this plan on behalf of the County. This signature affirms that the information provided is accurate to the best of their knowledge at the time of signing and acknowledges that the plan may be updated as necessary.

County Representative: Maverick County

Name: The Honorable Ramsey English Cantu

Title: Maverick County Judge

Signature/Date: _____



REGULAR ITEMS

19

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **DISCUSSION AND APPROPRIATE ACTION TO APPROVE ADVERTISING FOR RFP FOR INTERNET SERVICES.**
	DEPARTMENT HEAD REQUESTING: CO. JUDGE
BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

REGULAR ITEMS

20

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
NEXT MEETING	Discussion and appropriate action to open a bank account and create fund accounts for TxCDBG Contract No CFC23-0422 Quemado Fire Hydrant Project.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge English Cantu	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:
Maverick County was awarded funded to address the need for Fire Hydrants in Quemado, Texas.

Grant Funded:	COST:
$	$0

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
Open bank account.

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:
Pending review.

ATTACHMENTS:
Agreement.

SUGGESTED MOTION:
Approve the opening of the bank account and the creation of funds.

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMEENT

GRANT RECIPIENT	Maverick County		
GRANT PROGRAM	CDBG - Colonia Fund - Construction - 2023		
PROJECT TITLE	CDBG - Colonia Fund - Construction - 2023		
CFDA NUMBER	14.228		
PERFORMANCE PERIOD/ AGREEMENT TERM	2/1/2024	through	1/31/2026

AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant (`CDBG_) funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 (`HCD Act_), as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture (`Department_) administers the State Community Development Block Grant (`TxCDBG_) Program pursuant to Texas Government Code í 487.051.

Grant Recipient has submitted a request for assistance under the above-referenced grant program (`Grant Program_), hereinafter referred to as the `Application_ and incorporated by reference into this Grant Agreement (`Agreement_) for all purposes. This Agreement sets forth the obligations of Texas Department of Agriculture (`Grantor_ or `Department_), and Grant Recipient (collectively, the `Parties_) along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described in the Application and in this Agreement (`Project_), and the Department agrees to fund the Project up to the Grant Amount reflected below.

PROJECT DESCRIPTION

Provide fire protection and replace gate valves in the Quemado Colonia

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following exhibits, which are attached hereto and incorporated by reference into this Agreement for all purposes: Performance Plan and Award Specific Conditions (Exhibit A), Project Budget (Exhibit B), General Terms and Conditions (Exhibit C), and Certifications and Assurances (Exhibit D). Grant Recipient further agrees to comply with all statutes and regulations applicable to this award and such regulations and procedures as the Department may prescribe.

TOTAL GRANT AMOUNT NOT TO EXCEED	$377,000.00
MATCH AMOUNT (if applicable)	$0.00

GRANTEE	GRANTOR
Maverick County	**TEXAS DEPARTMENT OF AGRICULTURE** **Trade and Business Development**
500 Quarry Street, suite 3 Eagle Pass, Texas, 78852	1700 N Congress Ave Austin, TX 78701
AUTHORIZED SIGNATORY/AUTHORITY TO BIND Each person signing the Agreement certifies that he or she is authorized by Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.	
PRINTED NAME AND TITLE OF PERSON SIGNING: Ramsey English-Cantu, County Judge	PRINTED NAME AND TITLE OF PERSON SIGNING: Karen Reichek, Administrator for Trade & Business Development
DATE SIGNED: 4/30/2024	DATE SIGNED: 5/1/2024

Exhibit A

Performance Plan and Award Specific Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms and conditions of this Agreement and applicable statutes and regulations.

2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benifitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within thirty (30) days of notice unless otherwise requested by the Department.

3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Quemado Colonia - 03J

Grant Recipient shall address the following local need:

Lack of fire hydrants and inadequate valves resulting in water loss and lack of fire protection

Grant Recipient shall complete the following work:

Replace twenty-three (23) 6-inch (6 in.) and 8-inch (8 in.) gate valves and install twelve (12) fire hydrants, erosion control, associated piping and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

throughout community of Quemado. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 170 persons, of which 150 or 88.24 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all Project-related administration activities are completed, as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR í 570.207, and from using grant funds or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the Project Schedule reflected below. Failure to meet any of the following milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Grant Applications, other published Department guidance, and conditions of this Agreement:

Pre-Agreement Cost Begins:	5/3/2023
Grant Contract Period Begins:	2/1/2024
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2024
Group B Forms Required to be Complete:	2/1/2025
Project Recommended to be Complete, including inspections:	10/1/2025
Grant Contract Period Ends:	1/31/2026
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2026

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. Compliance: It is understood and agreed by the Parties that performance under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974, as identified in the Authority and Purpose provision of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance under this Agreement, both Parties agree that such performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may, from time to time during the period of performance of this Agreement, issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement, and shall be binding upon Grant Recipient, as if written herein; provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal or State laws or regulations, are automatically incorporated by reference into this Agreement for all purposes without written amendment and shall become effective on the date designated by such law or regulation.

2. Environmental Review: Grant Recipient understands and agrees that it is responsible for environmental review,

decision-making, and action under 42 U.S.C. í 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. íí 4321 *et seq.*], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR í 58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient˘s request for release of funds and related certification.

3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR í 570.486 and this Agreement.

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide for a timely written response to complaints and grievances. Such procedures shall comply with the Department˘s requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent, visible public area identifying the Project as funded by the Department. The signage must be legible from a distance of at least three (3) feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR í 570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR í 570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*.

9. The Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds awarded under this Agreement will not be disbursed to Grant Recipient until these special conditions are met. Grant Recipient shall submit to the department:

Certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One˘s Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Policy Issuance 23-01.

11. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer˘s seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

Exhibit B

Budget

A. Approved Budget

1. It is understood and agreed that the total amount of grant funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend grant funds under this award in accordance with the approved Project budget specified herein. All Project-related expenses must be reasonable and necessary.

2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.

3. Any amendments to the Project budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03J	$267,400.00
Engineering	$66,850.00
Admin	$42,750.00
Total Grant Awarded	**$377,000.00**
Committed as Match	**$0.00**
Match Ratio	**0.00%**

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grant Recipient prior to the effective date of the Agreement if incurred after 5/3/2023, and if Grant Recipient complied with all requirements for the release of such grant funds.

Exhibit C

General Terms and Conditions - Federal Grant

SECTION 1. COMPLIANCE WITH APPLICABLE LAWS

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations, and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the Texas Legislature from State and/or Federal revenue or such other funding sources as may be applicable. If said funds or any part thereof are or become unavailable, the Department may terminate this Agreement or reduce the grant amount, as applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Texas Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement, and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations.

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Texas Grant Management Standards (`TxGMS_) promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Gov`t Code, Chapter 783). Grant Recipient agrees to adhere to the administrative requirements and accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award.

SECTION 4. METHOD OF PAYMENT

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR Part 200, Subpart E; the TxGMS; this Agreement; published program guidance; and such procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost-reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan under Exhibit A and the Project Budget reflected in Exhibit B.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the Project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the

request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200, Subpart D; the TxGMS; and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. íí 7501-7507). Grant Recipient agrees to keep all Project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the Project in connection with which the award is given or used, the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipient˘s failure to comply with these requirements may result in termination of the award.

B. Grant Recipient shall maintain a financial management system that provides:

(1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;

(2) Records that clearly identify the source and application of all funds used for the purposes described in the Application, attached hereto and incorporated by reference as part of the Agreement for all purposes. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;

(3) Effective internal and accounting controls over all funds, property, and other assets. Grant Recipient shall have in place a system for safeguarding all such assets and shall assure that such assets are used solely for authorized purposes; and

(4) Accounting records that are supported by source documentation.

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

D. In accordance with Article IX, Section 4.04 of the General Appropriations Act for the State Biennium for Fiscal Year 2022-2023 (`GAA_), Grant Recipient shall further ensure that grant funds received under this Agreement will be expended in a manner consistent with the limitations and reporting requirements established by GAA, Article IX, Part 2 (governing Provisions relating to the Position Classification Plan), Part 3 (governing Salary Administration and Employment Provisions), and Part 5 (governing Travel Regulations); Texas Government Code, Sections 556.004, .005, and .006; and Texas Government Code, Sections 2113.012 and .101.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current Grant Program policy; (2) federal, state and local laws; (3) 2 CFR Part 200, Subpart D; and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR Part 200, Subpart D, and the TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

A. Grant Recipient shall submit timely, complete, and accurate progress, performance, and financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in Exhibit A, Award Specific Conditions.

B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in Exhibit B, Project Budget.

C. Extensions to the reporting due dates prescribed in Exhibit A, Award Specific Conditions, may be granted by the Department upon receipt of a written request from Grant Recipient.

D. Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in: (i) the revocation of a grant; (ii) withholding of current or future payment requests submitted by the Grant Recipient; (iii) requiring repayment of grant funds previously disbursed to Grant Recipient; (iv) a determination that Grant Recipient is ineligible for future Grant Program funds; and/or initiate other remedies for noncompliance as appropriate and permitted under this Agreement; 2 CFR Part 200, Subpart D; or the TxGMS.

SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three (3) years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section 10 in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the grant funds provided and shall assure the award is administered in compliance with all applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of Project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each Grant Program and will identify areas where technical assistance and other support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections, or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections, or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the Texas State Auditor's Office, any other appropriate unit or agency of the state or federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facilitate the review and audit of Grant Recipient's operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits, and other reviews. However, the Department retains the right to make unannounced visits, inspections, and audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States Postal Service or electronic mail, of written notice to Grant Recipient.

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends $750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards.

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to Exhibit B, Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient˘s control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or

State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section 15 shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the Application, the terms of this Agreement and all applicable laws and regulations.

B. Upon the Department˘s review of all financial, performance, and other required reports, the Department may make upward or downward adjustments to the allowable costs, within the limits of the grant amount, on the basis of the information contained in the reports.

C. Regardless of whether audits were conducted during the term of the Agreement, a final financial and compliance audit may be initiated up to three (3) years after the Agreement completion date beginning with the date Grant Recipient submits the final reports.

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the term of the Agreement, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, obligation or other agreement under this Agreement; failed to fulfill or perform any obligation under this Agreement; or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department˘s notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

(1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department and withhold further payments. The notice of suspension shall state the reason for the action, the effective date of the suspension, the corrective action that must be taken and the time period during which the corrective action must be accomplished.

(2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by the Department. The notice of termination shall state the reason for the action, the effective date of the termination and the closeout procedures to be followed. As of the effective date of a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.

(3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or programmatic integrity of the Agreement has been compromised. The notice of termination pursuant to this provision shall state the reason for the action, the effective date of the termination and closeout procedures to be followed. As of the effective date of such a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of the termination.

(4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the Parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE

A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

(1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;

(2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;

(3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;

(4) Withhold further awards to Grant Recipient;

(5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;

(6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or

(7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

(3) Ineffective or improper use of funds provided under this Agreement; or

(4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

(1) award funds are misused;

(2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or

(3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth is this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient˘s files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed and other deliverables under the Agreement. The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials or prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly as defined by regulations and published Grant Program guidance.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an `independent contractor_ with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR íí 200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

(1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.

(2) Grant Recipient shall not assign an employee to the Project if the employee:

a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the Project;

b. has a direct or indirect financial interest in the outcome of the Project; or

c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project.

(3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular

term or provision held to be invalid. This Section 24 shall survive expiration or termination of this Agreement.

SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code (`PIA_). Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR í 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR í 200.82, and other information Grant Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The Parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department˘s failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EXECUTION OF AGREEMENT

This Agreement is effective as of the date signed by the Texas Agriculture Commissioner or by his authorized designee.

Exhibit D

Certifications and Assurances ¯ CDBG Grant

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. LEGAL AUTHORITY ¯ Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient˘s governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the Agreement, to provide such additional information as may be required, to sign and execute the Agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.

2. AFFIRMATIVELY FURTHER FAIR HOUSING ¯ Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. íí 3601 *et seq*.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.

3. ANTI-LOBBYING ¯ Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. í 1352(b)(5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

4. CHILD SUPPORT PAYMENTS ¯ Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: `Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application._

5. CITIZEN PARTICIPATION ¯ Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR í 91.105.

6. CLEAN AIR AND WATER POLLUTION CONTROL ¯ Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. íí 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. íí 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

7. CONSERVATION ¯ Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. íí 1271 *et seq*.), related to protecting components or potential components of the national wild and scenic river system.

8. CONTRACT OVERSIGHT ¯ Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase

orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS ¯ Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) ¯ Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. DEBARMENT AND SUSPENSION ¯ Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW ¯ rant Recipient represents and warrants its compliance with 2 CFR í 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS ¯ Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14. DISCRIMINATION PROHIBITED ¯ In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and affirms that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS ¯ Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. íí 4601 ¯ 4655) and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42, Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION ¯ The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Agreement.

17. DRUG-FREE WORKPLACE ¯ Grant Recipient represents and affirms that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS ¯ Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. íí 4321 *et seq*.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order No. 11738.

19. EQUAL EMPLOYMENT OPPORTUNITY ¯ Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of `federally assisted construction contract_ in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order No. 11246, `Equal Employment Opportunity,_ as amended by Executive Order No. 11375, `Amending Executive Order 11246 Relating to Equal Employment Opportunity,_ and implementing regulations at 41 CFR Part 60, `Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor._

Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR Part 60-1.4(b).

20. EXCESSIVE FORCE ¯ It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES ¯ Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, `Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,_ published by the United States Department of the Treasury, Office of Foreign Assets Control.

22. FAIR LABOR STANDARDS ¯ Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. íí 201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ¯ Grant Recipient represents and affirms that it will comply with the Federal Funding Accountability and Transparency Act, as amended, requiring recipients and subrecipients of federal financial assistance to obtain a Unique Entity Identifier (UEI) number and will report the UEI number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE ¯ Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C. í 4001 et seq), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

25. HISTORIC PRESERVATION ¯ Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC í 470f), Executive Order No. 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC íí 312501 - 312508).

26. LEAD-BASED PAINT ¯ Grant Recipient represents and warrants that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. íí 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION ¯ Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.C. í í 2000d *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. í 794);
- The Americans with Disabilities Act of 1990 (42 U.S.C. í í 12101 *et seq.*); and
- The Age Discrimination Act of 1975 (42 U.S.C. í í 6101 *et seq.*).

28. OPEN MEETINGS ¯ If Grant Recipient is a governmental entity, Grant Recipient represents and affirms that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY ¯ Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. í 1501 *et seq*.).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT ¯ Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor˘s Office.

31. SECTION 3 ¯ Grant Recipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS ¯ Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

33. CHANGE IN LAW AND COMPLIANCE WITH LAWS ¯ Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Grant Recipient shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement. The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term of the Agreement to incorporate any modifications necessary for the Department˘s compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Failure to comply with applicable assurances may result in the withholding or suspension of grant funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Figure A1

MAVERICK COUNTY
2023-2024 TxCDBG
QUEMADO, TX
WATER IMPROVEMENTS

PROPOSED FIRE HYDRANTS

QUEMADO LIMITS

N

NOT TO SCALE

VICKREY & ASSOCIATES, LLC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
3600 W Parmer Lane, Ste. 175, Austin, TX 78727
Telephone: (512) 494-8014
Firm Registration No: F-159



REGULAR ITEMS

21

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
	Discussion and possible action to promote Mr.Joshua Silva, full-time Detention officer, to full-time Sergeant Detention Officer. Mr. Silva will replace Cesar De La Garza Jr, with a salary of 17.70/hr. With an SB22 supplement of $0.12/hr for a total of 17.82/hr.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
	Sheriff Tom Schmerber

BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

Tom Schmerber

SHERIFF OF MAVERICK COUNTY

Jail Administrator	Sheriff	Chief Deputy
Roberto Parra	Tom Schmerber	Robert De Leon

May 1, 2026

The Honorable Ramsey E. Cantu & Honorable Members of the Commissioners' Court
Maverick County Courthouse
500 Quarry Street, Suite 3
Eagle Pass, TX. 78852

Dear Judge Ramsey E. Cantu & Commissioners' Court Members:

Discussion and possible action to promote Mr.Joshua Silva, full-time Detention officer, to full-time Sergeant Detention Officer. Mr. Silva will replace Cesar De La Garza Jr, with a salary of 17.70/hr. With an SB22 supplement of $0.12/hr for a total of 17.82/hr.

Thank you for your consideration.

Tom Schmerber, Sheriff

cc: File
TS/jc

1051 Balboa Jones Memorial Hwy 57
Ph. (830)773-2321

Eagle Pass, TX. 78852
Fax: (830)773-4443



REGULAR ITEMS

22

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Available Agenda	Discussion and appropriate action to adopt a Resolution for Reserve Officers for Constable Pct. 1

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Ramon	Constable Maldonado, Pct. 1

BACKGROUND/PREVIOUS ACTION:

Reserve Officers have met all prerequisites of law to become a licensed Texas Peace Officer.

COST:	BUDGETED LINE ITEM:
$0.00	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Recommendation to approval item as presented

AGENDA ITEM SPONSOR COMMENTS:

N/A

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

SUGGESTED MOTION:
Move to Approve Item as Presented

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

RESOLUTION AUTHORIZING THE ESTABLISHMENT AND USE OF RESERVE DEPUTY CONSTABLES FOR ALL CONSTABLE PRECINCTS IN MAVERICK COUNTY, TEXAS

A RESOLUTION OF THE COMMISSIONERS COURT OF MAVERICK COUNTY, TEXAS, APPROVING THE ESTABLISHMENT, APPOINTMENT, AND UTILIZATION OF RESERVE DEPUTY CONSTABLES FOR ALL CONSTABLE PRECINCTS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 86.012 AND OTHER APPLICABLE LAW.

WHEREAS, Texas Local Government Code § 86.012 authorizes a Constable to appoint Reserve Deputy Constables to assist in carrying out the duties of the office; and

WHEREAS, Reserve Deputy Constables may perform law enforcement duties when properly appointed, trained, and supervised in accordance with the Texas Commission on Law Enforcement (TCOLE) requirements; and

WHEREAS, the use of Reserve Deputy Constables enhances public safety, increases operational capacity, and provides additional resources during emergencies, special events, and periods of increased service demand; and

WHEREAS, the Constables of Maverick County Precincts 1, 2, 3, and 4 have requested formal approval from the Commissioners Court to establish and maintain Reserve Deputy Constable Programs within their respective precincts; and

WHEREAS, the Commissioners Court finds that authorizing such programs serves the best interests of Maverick County residents and supports the effective operation of all Constable Offices.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **County-Wide Authorization** The Commissioners Court hereby approves the establishment and operation of Reserve Deputy Constable Programs for **all Constable Precincts in Maverick County**.
2. **Authority to Appoint** Each elected Constable is authorized to appoint qualified individuals as Reserve Deputy Constables in accordance with Texas Local Government Code § 86.012 and TCOLE licensing requirements.
3. **Training and Qualifications** All Reserve Deputy Constables must:
    - Hold a valid TCOLE peace officer license;
    - Complete all required training, annual qualifications, and continuing education;
    - Comply with all policies, procedures, and directives of their respective Constable's Office.
4. **Scope of Duties** Reserve Deputy Constables may perform law enforcement duties—including patrol, warrant service, civil process assistance, community engagement, and emergency response—**only under the direction and supervision of the Constable or designee**.
5. **Compensation and Status** Reserve Deputy Constables shall serve **without compensation**, unless otherwise authorized by the Commissioners Court, and shall not exercise independent authority outside assigned duties.
6. **Chain of Command and Accountability** Reserve deputies shall report to the Constable of their assigned precinct and are subject to the same standards of conduct, accountability, and disciplinary procedures as full-time deputies.
7. **Appointment and Removal** Reserve Deputy Constables serve at the pleasure of the Constable of their precinct and may be suspended or removed at any time, with or without cause.
8. **Effective Date** This Resolution is effective immediately upon approval by the Commissioners Court and remains in effect until amended or rescinded.

PASSED AND APPROVED this ___ day of _____, 2026, by the Commissioners Court of Maverick County, Texas.

_____ County Judge

_____ Commissioner, Precinct 1

_____ Commissioner, Precinct 2

_____ Commissioner, Precinct 3

_____ Commissioner, Precinct 4

REGULAR ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to renew the LESO program.
SPONSORED BY: Maverick County Sheriff's Office	DEPARTMENT HEAD REQUESTING: Sheriff Tom Schmerber
BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only) ***Indicates Required Fields**

SECTION 1:

*Agency Name: Maverick County Sheriff's Office | Originating Agency Identifier (ORI) #: (if applicable) TX1620000

*Agency Physical Address: 1051 Bilboa Jones Memorial Blvd. | *City: Eagle Pass

*State: TX | *Zip Code: 78852 | *NCIC P.O. Box or Address (if different than above i.e.,terminal location)

*Phone #: (830) 773-2321 | *Email: sheriffgrants@co.maverick.tx.us | Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable. *Full-time: 36 *Part-time:

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1	Sheriff	Tom	Schmerber	sheriffschmerber@co.maverick.tx.us	(830) 773-2321	
#2	Chief Deputy	Roberto	De Leon	robert.deleon@co.maverick.tx.us	(830) 773-2321	
#3	Inv.	David	Villanueva	dvillanueva@co.maverick.tx.us	(830) 773-2321	
#4	N/A					
#5	N/A					
#6	N/A					
#7	N/A					

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

* ☑ I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

*(Check only one):

☑ I am signing this document as the CLEO of this law enforcement agency.

☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Sheriff	Tom	Schmerber
*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
sheriffschmerber@co.maverick.tx.us	Tom Schmerber	05/05/2026
*EMAIL	*SIGNATURE	*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s)and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

Rolando Ayala		
*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.	*SIGNATURE

State Plan of Operation (SPO) between:

The State of TEXAS and the

(State/United States Territory)

Maverick County Sheriff's Office

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO, and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Rolando Ayala

State Point of Contact (SPOC): John Riddick III

State Point of Contact (SPOC): Patricia Deaver

State Point of Contact (SPOC): N/A

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd

Email: TXLESOPROGRAM@DPS.TEXAS.GOV

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:30 AM to 5:00 PM CST

iii) Funding to administer the LESO Program at the State Level is provided via:

iv) The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e., training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	**# by type**
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full- time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e., an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e., drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn- in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend, or terminate an LEA based on findings during State- level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of TEXAS , the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31 . The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with

suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part
41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: TEXAS

Full Name (Print): Rolando Ayala

Signature (Sign): Rolando Ayala Date (MM/DD/YYYY): 09/09/2024

Chief Law Enforcement Official (CLEO) (or designee): _____

Title (Print): Maverick County Sheriff

Full Name (Print): Tom Schmerber

Signature (Sign): Tom Schmerber Date (MM/DD/YYYY): 05/05/2026

Civilian Governing Body Official (CGB) (or designee): _____

Title (Print): Maverick County Judge

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____



REGULAR ITEMS

24

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next	DISCUSSION AND POSSIBLE ACTION TO APPROVE A BUDGET ADJUSTMENT WITHIN SB22 GRANT FUNDS TO INCREASE THE SALARY FOR A VACANT LEGAL ASSISTANT POSITION IN THE COUNTY ATTORNEY'S OFFICE TO $43,888 PLUS FRINGE, EFFECTIVE UPON APPROVAL. THIS ADJUSTMENT REALLOCATES FUNDS FROM AN UNUSED SB22 LINE ITEM AND RESULTS IN NO ADDITIONAL COST TO MAVERICK COUNTY TAXPAYERS. – commissioner Ramos –

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Ramos	Jaime A. Iracheta, County Attorney

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
No direct Cost	SB22 Grant Fundings

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

AGENDA ITEM SPONSOR COMMENTS:

None

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:

SUGGESTED MOTION:
APPROVE

*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

Jaime A. Iracheta
Maverick County Attorney

Luis Gurrola-Villarreal
Assistant County Attorney

MAVERICK COUNTY ATTORNEY'S OFFICE
680 Quarry Street
Eagle Pass, Texas 78852
Tel. (830) 773-3520 Fax (830) 757-2863
county.attorney@co.maverick.tx.us

May 6, 2026

Honorable Commissioners Court:

Please accept this letter as support for the proposed budget adjustment within SB22 grant funds to increase the salary for the vacant Legal Assistant position in the Maverick County Attorney's Office.

The demands placed on our office, especially through victim services, continue to grow. Our staff regularly assists victims and families with protective orders, case updates, crisis situations, court coordination, and other sensitive matters that require professionalism, responsiveness, and consistency.

This adjustment would help us remain competitive in hiring and retaining qualified staff for these responsibilities. The requested increase is being funded through the reallocation of existing SB22 grant funds from an unused line item and will not result in any additional cost to Maverick County taxpayers.

Thank you for your consideration.

Respectfully,

Jaime A. Iracheta
Maverick County Attorney



REGULAR ITEMS

25

ITEM:

Line Item Budget Adjustment Form

FY 2026

Fiscal Year : 2026

	Account Number	Description	Debit	Credit
1	100-04261-461	JP #4 - TRAVEL	1,620.32	
	100-04264-461	JP #4 - MILEAGE		1,620.32
2	100-04261-461	JP #4 - TRAVEL	352.79	
	100-04264-461	JP #4 - MILEAGE		352.79
3	100-04264-405	VETERANS - MILEAGE	1,800.00	
	100-06101-405	VETERANS - MACH & EQUIP		1,000.00
	100-04264-400	CO. JUDGE - MILEAGE		800.00
4	100-04261-820-002	ANIMAL CONTROL - TRAVEL	900.00	
	100-04015-820-002	ANIMAL CONTROL - TRAINING	150.00	
	100-03120-820-003	PARKS & FACILITIES - OP. SUPPLIES		1,050.00
5	100-04410-820	PLANNER - VEH. REPAIR	1,000.00	
	100-04410-820-002	ANIMAL CONTROL	1,000.00	
	100-04410-820-003	PARKS & FACILITIES - VEH. REPAIR	1,000.00	
	100-04420-820	PLANNER - VEH. FUEL & OIL	2,500.00	
	100-04420-820-003	PARKS AND FACILITIES - FUEL & OIL	1,000.00	
	100-03120-820-003	PARKS & FACILITIES - OP. SUPPLIES		6,500.00
6	100-03120-560	SHERIFF - OP. SUPPLIES	5,000.00	
	100-04420-560	SHERIFF - VEH. FUEL & OIL		5,000.00
7	100-04580-561	JAIL - LEASE AGREEMENT	483.07	
	100-04030-561	JAIL - PRISONER MED.		483.07
8	100-04264-463	CONST. PCT 2 - MILEAGE	300.00	
	100-03120-463	CONST. PCT 2 - OP. SUPPLIES		300.00
9	100-04264-463	CONST. PCT 2 - MILEAGE	1,500.00	
	100-03120-463	CONST. PCT 2 - OP. SUPPLIES		1,500.00
10	100-01110-497	CO. TREAS - ASST	2,358.51	
	100-02050-497	CO. TREAS - W/C	154.98	
	100-02030-497	CO. TREAS - INS		2,513.49
11	100-03120-684	NON-DEPARTMENTAL OP	34,115.00	
	100-04120-691	EXP. CONTR. SERV. - PROF. SERV.		34,115.00

	Total	55,234.67	55,234.67

1	BUDGET AMENDMENT TO COVER FOR TRAVEL
2	BUDGET AMENDMENT TO COVER FOR TRAVEL
3	BUDGET AMENDMENT TO COVER FOR VET. MILEAGE
4	BUDGET AMENDMENT TO COVER ANIMAL CONTROL TRAVEL & TRAINING
5	BUDGET AMENDMENT TO COVER PLANNING EXPENSES
6	BUDGET AMENDMENT TO COVER SHERRIF - SUPPLIES
7	BUDGET AMENDMENT TO COVER R&B OP. SUPPLIES OVERAGE & EXPENSES.
8	BUDGET AMENDMENT WITHIN THE SAME DEPARTMENT TO FINISH YEAR WITHIN BUDGET
9	BUDGET AMENDMENT WITHIN THE SAME DEPARTMENT TO FINISH YEAR WITHIN BUDGET
10	BUDGET AMENDMENT WITHIN THE SAME DEPARTMENT TO FINISH YEAR WITHIN BUDGET
11	BUDGET AMENDMENT TO FINISH YEAR A1:K364WITHIN BUDGET



REGULAR ITEMS

26

SENSITIVE LIST

6-May-26

SB 354 ROUTINE EXPENSES

Vendor	Vendor Name	Invoice Number	Dept Account	Line Item
5622	ARMANDO DE LA GRUZ	26405	100-04410-560	423.78
903976	BENJAMIN RODRIGUEZ III	88730	100-04410-560	100.00
901437	BROWN CHEVROLET BUICK GMC OF	170732	100-04410-560	1,022.95
901437	BROWN CHEVROLET BUICK GMC OF	47833	100-04410-560	217.29
3811	DANIELA CARRAZCO-FLORES	105	100-04410-560	569.97
3811	DANIELA CARRAZCO-FLORES	109	100-04410-560	505.99
128	DE BONA-BIBB SUPPLY COMPANY	158679	100-04410-560	262.99
128	DE BONA-BIBB SUPPLY COMPANY	158871	100-04410-560	51.99
128	DE BONA-BIBB SUPPLY COMPANY	159001	100-04410-560	202.99
128	DE BONA-BIBB SUPPLY COMPANY	159728	100-04410-560	194.90
128	DE BONA-BIBB SUPPLY COMPANY	159729	100-04410-560	262.99
128	DE BONA-BIBB SUPPLY COMPANY	159730	100-04410-560	202.99
9596	DRIVEN BRANDS HOLDINGS, INC.	10105	100-04420-560	447.86
9596	DRIVEN BRANDS HOLDINGS, INC.	10743	100-04420-560	204.89
9596	DRIVEN BRANDS HOLDINGS, INC.	9571	100-04420-560	242.38
9596	DRIVEN BRANDS HOLDINGS, INC.	9920	100-04420-560	126.71
9596	DRIVEN BRANDS HOLDINGS, INC.	9985	100-04420-560	266.37
138	EAGLE TIRE & APPLIANCE	39586	100-04410-560	162.43
138	EAGLE TIRE & APPLIANCE	39279	100-04410-820 002	755.79
8599	EDUARDO LUIS GOMEZ	15	100-04410-560	300.00
109	FEDERAL EXPRESS CORPORATION	927876997	100-03110-495	97.08
9631	GABRIEL RIVAS GARCIA	14	100-04410-560	20.00
6643	MAX-E-STORE, INC.	CONST 3-1 3/26	100-04420-464	993.60
6643	MAX-E-STORE, INC.	CONST 3-2 3/26	100-04420-465	753.59
6643	MAX-E-STORE, INC.	CONST 4 3/26	100-04420-466	1,016.68
6643	MAX-E-STORE, INC.	CA 3/26	100-04420-475	697.25
6643	MAX-E-STORE, INC.	TRANS 3/26	100-04420-561	998.59
6643	MAX-E-STORE, INC.	PCT 2 3/26	100-04420-649	304.06
6643	MAX-E-STORE, INC.	PCT 4 3/26	100-04420-668	105.72
6643	MAX-E-STORE, INC.	PCT 3 3/26	100-04420-685	674.14
6643	MAX-E-STORE, INC.	PLANN 3/26	100-04420-820	817.09
6643	MAX-E-STORE, INC.	MAINT 3/26	100-04420-820 003	226.34
6643	MAX-E-STORE, INC.	GENFD ADJUST	100-05100-100	25,355.20
3613	TEXAS DIAMOND GARAGE INC	42983	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	43050	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	43353	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	43434	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	43838	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	43849	100-04410-560	40.00
3613	TEXAS DIAMOND GARAGE INC	43850	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	44032	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	44115	100-04410-560	20.00
2649	YURITZI L. PEREZ	1419	100-04410-560	120.00
			TOTAL	**38,784.60**

6643	MAX-E-STORE, INC.	NITRI 3/26	110-04420-696	1,050.94
6643	MAX-E-STORE, INC.	NUTRI ADJST	110-05100-100	- 984.85
			TOTAL	**66.09**
9563	BOSSTX, INC.	243971	112-04410-611	457.14
128	DE BONA-BIBB SUPPLY COMPANY	159027	112-04410-611	56.99
138	EAGLE TIRE & APPLIANCE	39619	112-04410-611	90.60
904745	JACINTO ENTERPRISES, INC	71374	112-04410-611	3,300.00
904745	JACINTO ENTERPRISES, INC	71375	112-04410-611	159.96
904745	JACINTO ENTERPRISES, INC	71460	112-04410-611	516.00
1525	LAREDO GONZALEZ AUTO PARTS	S13-4651627	112-04410-611	43.44
1525	LAREDO GONZALEZ AUTO PARTS	S13-4651664	112-04410-611	201.36
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652259	112-04410-611	164.49
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652266	112-04410-611	98.28
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652278	112-04410-611	242.85
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652293	112-04410-611	49.94
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652304	112-04410-611	112.41
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652317	112-04410-611	28.54
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652342	112-04410-611	109.24
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652373	112-04410-611	248.16
6643	MAX-E-STORE, INC.	3/26 R&B	112-04420-611	609.26
6643	MAX-E-STORE, INC.	R&B 3/26	112-04420-611	17,330.49
6643	MAX-E-STORE, INC.	R&B ADJST	112-05100-100	- 10,060.58
150	PARTS SERVICE SUPPLY CO., INC. 0937384		112-04410-611	159.16
150	PARTS SERVICE SUPPLY CO., INC. 0937394		112-04410-611	81.32
150	PARTS SERVICE SUPPLY CO., INC. 0937396		112-04410-611	1,258.48
4989	UTILITY TRAILER SALES SOUTHEAS 141904EA		112-04410-611	640.00
			TOTAL	**15,897.53**
6643	MAX-E-STORE, INC.	DA 3/26	170-04420-436	729.97
6643	MAX-E-STORE, INC.	ADJST	170-05100-100	- 440.08
			TOTAL	**289.89**
1525	LAREDO GONZALEZ AUTO PARTS	S13-4652382	180-04410-835	47.83
6643	MAX-E-STORE, INC.	WTRPLNT 3/26	180-04420-835	1,217.61
6643	MAX-E-STORE, INC.	WTRPLNT ADJST	180-05100-100	687.86
			TOTAL	**1,953.30**
6643	MAX-E-STORE, INC.	AIRPRT ADJST	200-05100-100	185.53
6643	MAX-E-STORE, INC.	ADJST	227-05100-100	61.38
6643	MAX-E-STORE, INC.	JUVE 3/26	229-03120-443	370.80

AP LIST				
11-May-26				
Vendor	Vendor Name	Invoice	Dept Account	Line Item
3982	TEXAS COMPTROLLER OF PUBLIC AC MAY 2026	05/11/26	100-08250-691	6,201.25
3982	TEXAS COMPTROLLER OF PUBLIC AC MAY 2026	05/11/26	100-09170-691	43,018.91
			TOTAL	**49,220.16**



REGULAR ITEMS

27

MAVERICK COUNTY

ACCOUNTS PAYABLE LIST

May 13, 2026

FUND	VENDOR	VENDOR #	P.O. #	INVOICE #	AMOUNT
100	LOWES	3893	255132	80668	$ 897.00
100	LOWES	3893	255133	80676	$ 1,107.99
100	FIVE STAR	2124	254876	50179	$ 6,193.85
100	A&S	7751	252828	31333	$ 22,850.00
100	A&S	7751	252829	31332	$ 28,416.67
100	AXIS IT	906207	252951	INV-0023030	$ 508.20
100	VICCO SUPPLY	564	255001	294282	$ 131.23
100	TINT MASTER	2649	255000	0259	$ 120.00
100	LOWES	3893	255033	97062	$ 72.14
100	LOWES	3893	255033	97062	$ 28.48
100	TRACTOR SUPPLY	2029	255030	001868	$ 305.02
100	STITCH N PRINT	906441	254904	1-6989	$ 195.00
100	LOWES	3893	254623	92577	$ 62.64
100	SOUTHWEST FILING & STORAGE	852	254975	16396	$ 1,190.11
100	830 SIGNS	2335	255015	598741	$ 975.00
100	EAGLE PASS VETERINARY	3225	254966	471049	$ 1,046.02
100	SHERWIN WILLIAMS	156	254328	9475-3	$ 1,499.31
100	TREVIPAY/WALMART	9664	255028	7d96914d	$ 1,619.47
100	VARGAS	162	254993	92229	$ 95.11
100	VARGAS	162	254698	91839	$ 25.99
100	LOCAL GOVERNMENT SOLUTIONS	3927	252953	81660	$ 455.93
100	HOLIDAY INN EXPRESS EL PASO	9710	255147	89466193	$ 519.20
100	JENNIFER BANUELOS	7326	255148	REIMB 4/26	$ 112.80
100	AMADO ABASCAL III	900435	255149	TRVL 5/26	$ 529.62
100	STEPHANIE GUTIERREZ	9575	255146	REIMB 4/26	$ 119.96
					$ 69,076.74
103	MELISSA MCCARTY	2618	255151	24-05-06318-TX	$ 300.00
103	PERDUE	2661	255152	23-03-06190-TX	$ 250.00
103	BEXAR COUNTY CONSTABLE PCT 4	901470	255153	23-07-06222-TX	$ 255.00
103	BEXAR COUNTY CONSTABLE PCT 3	901470	255154	23-07-06222-TX	$ 85.00
103	BEXAR COUNTY CONSTABLE PCT 3	901470	255155	23-07-06222-TX-1	$ 92.00
103	MELISSA MCCARTY	2618	255156	23-07-06222-TX	$ 200.00
103	CARLOS B LOPEZ CONSTABLE PCT 5	2663	255157	25-08-06430-TX	$ 85.00
103	MELISSA MCCARTY	2618	255158	25-08-06430-TX	$ 200.00
103	STATE COMPTROLLER	905964	255142	SCCF 3/26	$ 131,289.03
103	STATE COMPTROLLER	905964	255143	CF 3/26	$ 7,199.00
103	STATE COMPTROLLER	905964	255144	CSSSVF 3/26	$ 691.49
103	STATE COMPTROLLER	905964	255145	EFS 3/26	$ 240.00
					$ 140,886.52
110	BEN E. KEITH	1808	254661	56809295	$ 3,948.16
110	BEN E. KEITH	1808	254661	56809293	$ 192.97
110	SYSCO	160	254982	213373963	$ 362.52
110	VICCO SUPPLY	564	254985	294185	$ 404.54
110	VARGAS	162	253670	89210	$ 345.99
110	HEB	184	255052	101011	$ 73.24
110	HEB	184	255051	789950	$ 84.58
110	SENTRY	906500	255150	318187	$ 100.50
100	SENTRY	906500	255150	319374	$ 100.50
					$ 5,613.00
112	UNIFIRST	902047	252635	2750140680	$ 534.78
112	ULINE	1131	254861	206856799	$ 2,977.18
112	MCCOYS	900413	254990	9701730	$ 52.82
					$ 3,564.78
115					
					$ -
170	RELX LEXIS NEXIS	904460	254393	3096449419	$ 423.55
170	TRANSUNION	3312	254402	APRIL 2026	$ 101.10
170	GREAT AMERICA	4166	254388	41905456	$ 79.00
					$ 603.65
174					

MAVERICK COUNTY

ACCOUNTS PAYABLE LIST

May 13, 2026

FUND	VENDOR	VENDOR #	P.O. #	INVOICE #	AMOUNT
					$ -
180	THORNTON MUSSO	4347	253492	26-2255	$ 1,850.00
180	PARTS SERVICE SUPPLY	150	255019	0937653-IN	$ 98.25
180	SHERWIN WILLIAMS	156	255020	7803-1	$ 67.15
					$ 2,015.40
200					
					$ -
227	CSS	1912	252830	62617	$ 1,040.00
227	GREAT AMERICA	4166	253528	41780910	$ 208.95
					$ 1,248.95
229					
					$ -
339	ARDHAM	9576	254296	T45707	$ 5,322.97
					$ 5,322.97
463	TEXAS DEPARTMENT OF TRANSPORTATION	904060	255162	2422EPASS-1	$ 14,980.00
					$ 14,980.00
466	RELX LEXIS NEXIS	904460	252954	3096418610	$ 504.00
466	AXIS IT	906207	252951	INV-0023030	$ 2,291.80
466	LOCAL GOVERNMENT SOLUTIONS	3927	252953	81660	$ 2,056.07
466	TREVIPAY/WALMART	9664	255090	2bf61e56	$ 172.10
					$ 5,023.97
517	STATE COMPTROLLER	905964	255143	CF 3/26	$ 22,375.44
					$ 22,375.44

TOTAL **$270,711.42**

RECEIVED BY: _____ DATE: _____

40-151 (Rev.11-21/6) *** INTERNET ***

b.

Electronic Filing System - State Fund

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.

a. T Code 32480

c. County Identification Number	d. Report for quarter ending *(mm/dd/yy)*	e.	f. Due date of report
1-74-6000702-8	QUARTER ENDING 03-31-20	201	04-30-20

County name and mailing address

g.
RITO J VALDEZ, CNTY TREAS
MAVERICK COUNTY
370 N MONROE ST STE 1
EAGLE PASS, TX. 78852

RECEIVED
APR 30 2026
AUDITOR'S OFFICE

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. → 1

i.

j.

Government Code 51.851: *Electronic Filing Fee*

(b) In addition to other fees authorized or required by law, the clerk of the supreme court, a court of appeals, a district court, a county court, a statutory county court, or a statutory probate court shall collect a $30 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852 (assessed as $20 prior to Sept. 1, 2015). REPEALED for district court, county court, statutory county court and statutory probate court, effective January 1, 2022.

(c) In addition to other fees authorized or required by law, the clerk of a justice court shall collect a $10 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852. REPEALED, effective January 1, 2022.

(d) Criminal costs REPEALED effective January 1, 2020. Costs assessed on offenses prior to January 1st are still to be reported and remitted when they are collected by the county.

Lines 1 - 3 are ONLY to be used for reporting collected filing fees, dated prior to January 1, 2022. See (b)(c) above. Per Local Government Code 133.058(d), no service fees are allowed.

Filing Fees (Civil Cases)

1. District Court filing fees *(@ $30)*	1.	$ 240.00
2. County Courts filing fees *(Constitutional, Statutory and Statutory Probate Courts) (@ $30)*	2.	$ 0.00
3. Justice Courts filing fees *(@ $10)*	3.	$ 0.00
4. Total amount of filing fees collected *(All Courts)*	4.	$ 240.00

Criminal Costs on Convictions ($5 in all courts - not assessed after Dec. 31, 2019)

5. District Court convictions	5.	$ 0.00
6. County Courts convictions *(Constitutional and Statutory Courts)*	6.	$ 0.00
7. Total amount of criminal costs collected *(All Courts)*	7.	$ 0.00
8. TOTAL AMOUNT DUE *(Add Items 4 and 7)*	8.	$ 240.00

*** DO NOT DETACH ***

40-151
(Rev.11-21/6)

9. TOTAL AMOUNT OF PAYMENT *(Same as Item 8)*	9.	$ 240.00

County name
MAVERICK COUNTY

k.

l.

■ T Code ■ County identification no. ■ Period

32470 17460007028 201 4

I, *(type or print name)* **RITO J VALDEZ** certify that the information above is true and correct as shown in the records of the reporting office of the county named.

sign here ▸ Authorized agent

Title **COUNTY TREASURER**

Date **4/27/26**

Daytime phone *(Area code and number)* **8307732413**

Complete this report and make the amount in Item 9 payable to:
State Comptroller

Mail to: Comptroller of Public Accounts
P.O. Box 149361
Austin, TX 78714-9361

For assistance call 800-531-5441, ext. 3-4276, or 512-463-4276.

Electronic Filing System-State Fund

PB: Auditor's Office
Monitor Q

			Account No.	Total Collected			
1	Filling Fees Civil Cases District Court Filing Fees $ 30.00		103-07072-100	240.00		1.	240.00
2	Filing Fees County Courts (Const. Probate,) $ 30.00		103-07010-100	-		2	-
3	Filing Fees Justice Courts (Justice) $ 10.00		103-06211-100	-		3	-
4	Total All Courts-Civil					4	240.00
5	District Court convictions-Criminal $ 5.00		103-07073-100	-		5	-
6	County Court Convictions		103-07014-100	-	-	6	-
7	Crimnal Costs Collected all					7	-
8	Total Amount Due				-	8	240.00

RECEIVED
APR 20 2026
AUDITOR'S OFFICE



REGULAR ITEMS

28

Check Warrants list requiring Commissioner's Court Approval

Date: Approved: May 13, 2026

Mav. Co. Operation Lone Star Grant
Acct.# 27001-10815 (Fund 466)

Number	Vendor #	Name	Invoice	Amount
1	3193	Governmental Forms and Supplies	360841	$ 254.04
2	906207	Rodolfo Benavidez	0023028 OLS	$ 2,291.80

$ 2,545.84