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, August 26, 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. Take all appropriate action to allow and ratify Javier Mendoza to volunteer at the Seco Mines Community Center 40 Hours per week starting August 17, 2026. Waiver of liability will be executed. – Commissioner Ramos

5. Take all appropriate action to allow and ratify the Potter's House Christian Fellowship Church to host a live drama and concert at Hector Munoz, Jr. Park on August 22, 2026, from 7:00 p.m. to 8:30 p.m. Waiver of liability will be executed. – Commissioner Ramos

REGULAR ITEMS

6. Take all appropriate action to allow Texas Rio Grande Public Defender to make a presentation on their impact in Maverick County during the 2026 fiscal year. – County Judge

7. Presentation of the Maverick County Local Match commitment and requirements for Camino Real Community Services for Fiscal Year 2027, and approval of the same. – County Judge

8. Take all appropriate action to appoint a member to the Camino Real Community Services Board of Directors. – County Judge

9. Presentation by the Wintergarden Women's Shelter, Inc. regarding Sexual Assault Services to be provided in Eagle Pass, Maverick County effective November 1, 2026. – County Judge

10. Presentation, discussion and possible action regarding the project plan and engineering framework submitted by Streamline Engineering for the Senate Bill 3 (SB3) outdoor warning sirens project. – County Judge

11. Take all appropriate action to approve and adopt rental rates, fees, and facility use agreements for all Maverick County parks and facilities. – County Judge

12. Take all appropriate action to approve contract with BCC Languages, LLC for interpretation services under OLS Grant. – County Judge

13. Take all appropriate action to approve contract with Mary O. Berry for court reporter services under OLS Grant. – County Judge

14. Take all appropriate action regarding a resolution authorizing discussions and negotiations with the City of Eagle Pass, the Joint Emergency Operations Center, and Maverick County Water Control and Improvement District No. 1 concerning interlocal and cooperative agreements for the implementation, operation, and maintenance of the Maverick County Flood Warning System under Senate Bill 3. – County Judge

15. Take all appropriate action to pay Streamline Engineering, LLC Invoice # 1522, for services rendered for the Maverick County Flood Early Warning System Grant (SB3). – County Judge

16. Take all appropriate action to authorize Maverick County Judge to execute a letter to the Texas Department of Agriculture (TDA) initiating the termination of CFC-24-0100 Venessa Street Improvements Project. – County Judge

17. Take all appropriate action to discuss reimbursement on the bond purchased by Alvin E. Stock Contractors LLC for the Hydro pneumatic Water Pump Project at El Indio, Texas. – County Judge

18. Take all appropriate action to approve a resolution for participation on the 2026 Indigent Defense Formula Program. - County Judge

19. Take all appropriate action to authorize the County Judge to execute a document requesting a six (6) month extension for Texas Indigent Defense Commission Grant No. SG-26-017 (Tri-County Public Defender Office.) – County Judge

20. Take all appropriate action to execute a contract with Rio Grande Public Defenders for a six-month extension under the Texas Indigent Defense Commission Tri-county Public Defender's Office Grant Program. – County Judge

21. Take all appropriate action to authorize Maverick County Judge to execute a letter to the Federal Highway Administration to terminate Safe Streets For All Grant Program Awarded to Maverick County. – County Judge

22. Take all appropriate action to discuss payment to Garcia & Wright Consulting Engineers for the TxCDBG Contract No. CDV23-0423 El Indio Project. – County Judge

23. Take all appropriate action to discuss and finalize the decision of the National Fitness Campaign (NFC) Fitness Court. - County Judge

24. Take all appropriate action to present and discuss Emergency Services District ESD possibility for Maverick County for Fire and EMS Services. – County Judge

25. Take all appropriate action to approve sub-agreement language and present to the City of Eagle Pass as required by House Bill 3000 Rural Ambulance Service Grant Program. – County Judge

26. Take all appropriate action to appoint Alan X. Mata, Juan Gloria and Alexia Villarreal as non-paid Reserve Deputy Constable in the office of Constable Pct. 1. – County Judge

27. Take all appropriate action to approve the renewal of Air Med Care Network membership for Maverick County 2026-2027 fiscal year; at a rate of $70.00 per employee, 399 employees, for a total amount of $27,930.00. – County Judge

28. Take all appropriate action to accept the 2026-2027 TAC Contribution for coverage General Law enforcement, Public Officials and Security Event Liability & Expense coverage. – County Judge

29. Take all appropriate action to accept the 2026-2027 TPS contribution for coverage for Auto, Physical Damages, Property, Equipment, & Crime. – County Judge

30. Take all appropriate action to approve the salary increases for BPU Investigator Hector Blanco and BPU Investigator Humberto Gutierrez. – County Judge

31. Take all appropriate action to authorize the District Attorney, Roberto Serna, as Project Director for the Border Prosecution Unit Grant #2991608, to execute and submit future budget amendments as necessary for grant operations, subject to the approval of the Office of the Governor of Texas. Amendments resulting in cumulative increases or decreases exceeding $50,000.00 shall be presented to Commissioners Court for prior authorization. – County Judge

32. Take all appropriate action to approve the salary increase for Assistant District Attorney Roxanne Meraji from $115,000.00 to $135,000.00 plus fringe benefits all to be paid by the Border Prosecution Grant; therefore, will be at no cost to the county of Maverick starting on September 1, 2026.- County Judge

33. Take all appropriate action to approve Zero Fee Payments at JP 1 office. – County Judge

34. Take all appropriate action to move County official internet resources to a .GOV domain and authorize County Judge to take all necessary to do so. – County Judge

35. Take all appropriate action to cancel current contract with MDTPS for website services and procure a new vendor. – County Judge

36. Take all appropriate action to record in Commissioners Court official minutes, by the District Clerks Office and on behalf of the 365th and 293rd Judicial District Court, a Court Order in setting salary and fringe benefits of Maverick County Auditor and Assistant Auditors. – County Judge

37. Take all appropriate action to reclassify the status of the staff of the 365th District Court, with the exception of the Official Court Reporters, from exempt to non-exempt. – County Judge

38. Take all appropriate action to approve replat of Lot 102, Chula Vista Subdivision Unit II. – County Judge

39. Take all appropriate action to approve replat of Lot C, Block 11, Townsite of Fabrica Subdivision. – County Judge

40. Take all appropriate action to recognize revenue in the amount of$51,926.36 – EPISD & Maverick County Water Control 2026 Election Contribution. – County Judge

41. Take all appropriate action to appoint five (5) nonpaid deputy constables Pct. 3-1, Joshua Alexander Martinez, Froylan Collazo, Jmichael Moths, Andres Arturo Jimenez, & Jose Armando Villegas who have met all prerequisites of law to become a licensed Texas Peace Officer as per the request of Constable Pct. 31 at no cost to the county. Each deputy will pay their own insurance – Commissioner Ramos

42. Take all appropriate action to appoint two (2) nonpaid deputy constables in Pct. 3-2 Clay Cinclair and Dustin Martinez who have met all prerequisites of law to become a licensed Texas Peace Officer as per the request of Constable 3-2. – Commissioner Ramos

43. Take all appropriate action regarding status of BELONG Child Welfare Board and budget allocation. – Commissioner Ramos

44. Take all appropriate action to approve a Maverick County release & waiver off all claims for the following: 1. Building Rentals/Events 2. Volunteers. – Commissioner Ramos

45. Take all appropriate action regarding a purchase order for an emergency AC repair at the Quemado Library and Seco Mines Community Center. – Commissioner Ramos

46. Take all appropriate action to consider and approve the execution of a Memorandum of Agreement (MOA) between Maverick County Constable Precincts 3-1 and 3-2 and the US Immigration and Customs Enforcement (ICE) to participate in the 287(g) program. – Commissioner Ramos

47. Take all appropriate action to accept the Warranty Dedication Deed from Weyrich, MHP, LLC to Maverick County Pct. 3. – Commissioner Ramos

48. Take all appropriate action and presentation to swamp airport land with U.S. Department of Justice as an even trade for the existing Border Patrol station facility and land located at 2285 Del Rio Bvld. (Property ID 2416). – Commissioner Ramos

49. Take all appropriate action to five (5) non-paid deputy constables in Pct. 4 Eduardo E, Moreno, Jr., Martin Torres, Jr., Giselle L. Saucedo, Richard S. Gonzales, Jr., Gerry Rogers. They have met all prerequisites of law to become a licensed Texas Peace Officers as requested by Constable Mike Beattie. – Commissioner Ruiz

50. Take all appropriate action to approve Jose Manuel Salazar, Jose Alejandro Rodriguez, Melina Gil, Aaron Vasquez, Ruben Gonzalez, Octavio Vargas and Miguel Angel Oritz, III, as nonpaid reserve deputy constables for precinct 2, having successfully completed all prerequisites to serve as licensed Peace Officers. – Commissioner Rios

51. Take all appropriate action to approve FY 26 Budget Amendments. - County Judge

52. Take all appropriate action to ratify the time-sensitive payments released by County Treasurer and Auditor.

53. Accounts Payable

54. Warrants Pending

55. 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. 26-08-45846-MCV- Removal of County Commissioners
2. Housing Finance Corporation. – Commissioner Ramos

B. § 551.087. Deliberation Regarding Economic Development Negotiations. Discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect.

56. RECONVENE OPEN SESSION

Consider taking action on the following matters:

A. § 551.071. Consultation With Attorney.

1. 26-08-45846-MCV-Removal of County Commissioners
2. Housing Finance Corporation. – Commissioner Ramos

B. § 551.087. Economic Development Negotiation.

57. ADJOURNMENT

Dated the 20th day of August 2026

Rolando Jasso
County Judge

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 20th day of August 2026, and said notice remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.

Posted: August 20th, 2026, 4:18 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

FILED
AT 4:18 O'CLOCK P. M
AUG 20 2026
SARA MONTEMAYOR
County Clerk, Maverick County, Texas
By _____ Deputy



CONSENT ITEMS

4

COMMISSIONER'S COURT COMMUNICATION

E-mailed 08/5/2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT Discussion and appropriate action to allow Javier Mendoza to volunteer at the Seco Mines Community Center 40 hrs per week starting August 17th, 2026. Waiver of liability will be executed.
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING OLGA RAMOS
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.**

2989 Sanchez

Eagle Pass, TX 78852

Phone: 830-773-5588

Email: secominesdirector@co.maverick.tx.us

From: Lexi Myers <LMyers@reemployability.com>
Sent: Friday, July 31, 2026 10:00 AM
To: secomines <secomines@co.maverick.tx.us>
Subject: Volunteer 1 mile away!

You don't often get email from lmyers@reemployability.com. Learn why this is important

Good Morning,

I am reaching out about a new volunteer in your area. I wanted to see if you might be interested. Below is the information on the volunteer.

Name: Javier Mendoza

Language: English

Limitations: Alternate sitting, standing, and walking. May stand/ walk up to 4 hours/ shift. Limit bending, kneeling stooping, squatting to 2 hours/ shift. Can lift up to 25 pounds up to 1 hour/ day.

Schedule: 40 hours/ week

Start: Can meet/start around August 17th

Please let me know at your earliest convenience if you would like to meet with this volunteer and see if he will be a good fit. I look forward to hearing from you.

Thank you so much!

Lexi Myers
Placement Specialist

ReEmployAbility

Return-to-Work that Connects to Community
Direct. 813-663-1452 | Main. 813-663-9880 | Fax. 813-663-9886
www.reemployability.com

SUBMIT A REFERRAL



CONSENT ITEMS

5

COMMISSIONER'S COURT COMMUNICATION

E-mailed 08/5/2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT Discussion and appropriate action to allow The Potter's House Christian Fellowship Church to host a live drama and concert at Hector Munoz Jr. Park on August 22nd, 2026 from 7:00 PM to 8:30 PM. Waiver of liability will be executed.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING
Commissioner Olga Ramos	OLGA RAMOS

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.**

The Potter's House
Christian Fellowship Church

To whom it may concern,

My name is Sergio Martinez. I am the pastor of The Potter's House Christian church, located on 949 Dr. AK Mittal Drive.

I am requesting the use of the Hector Munoz Jr. Park on August 22 from 7 pm - 8:30 pm. We will be hosting a live drama and concert free of charge to the community. We have our own equipment, tables/chairs, generator, etc.

We believe that in the name of Jesus Christ miracles happen. Please consider our request as we are sure that it will benefit the community. Thank you for your time. God bless!

Faithfully,
Sergio Martinez
(830) 213-1141

REGULAR ITEMS

06

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to allow Texas Rio Grande Public Defender to make a presentation on their impact in Maverick County during the 2026 Fiscal Year.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Texas Rio Grande Public Defender would like to make a presentation on their impact in the county.

COST:	BUDGETED LINE ITEM:
N/A	N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation would be to allow TRGPD to make a presentation on their impact during FY2026.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Drafted Contract.

SUGGESTED MOTION:
None.

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

Texas RioGrande Public Defender

Advancing Justice. Defending Rights.

Costs for Over-Incarceration

Tom Bowles Detention Facility

Maverick County, Texas · May 2025 – June 2026

51

cases reviewed

$218,596

in excess costs

89 days

beyond TIDC mandate

Prepared by the Public Defender's Office

Overview

51
cases reviewed

23 Misdemeanor
28 Felony

Who Was Reviewed?

Unindicted detainees at the Tom Bowles Detention Center with whom either Gavriella Roisman or the Public Defender's Office were appointed between May 2025 and June 2026.

Purpose

To document the fiscal cost to Maverick County from the over-detention of pretrial detainees. Data is separated by case type to reflect legal release thresholds: 30 days (misdemeanors) and 90 days (felonies).

⚠ *Data is underinclusive — it represents only cases where counsel was appointed through this office.*

Over-Detention: How Long Were They Held?

Legal thresholds: 30 days (MIS) · 90 days (FEL) — after which the charge must be filed or the detainee released

MISDEMEANOR

100.4

avg. days in custody

70 days over the 30-day threshold

23 cases · Exhibit A

FELONY

150.7

avg. days in custody

60 days over the 90-day threshold

22 cases · Exhibit B

Estimated Cost of Detention Beyond Legal Thresholds

$218,596

total estimated excess detention cost · 2,954 excess days · $74/day

Category	Threshold	Cases	Excess Days	Cost @ $74/day
MIS	30 days	23	1,619 days	**$119,806**
FEL	90 days	22	1,335 days	**$98,790**
Combined	—	**45**	**2,954 days**	**$218,596**

** $74/day cost based on testimony by the Honorable Amado Abascal III, May 6, 2026 Commissioner's Court Special Session.*

Appointment of Counsel: Misdemeanor Cases – Exhibit C

59

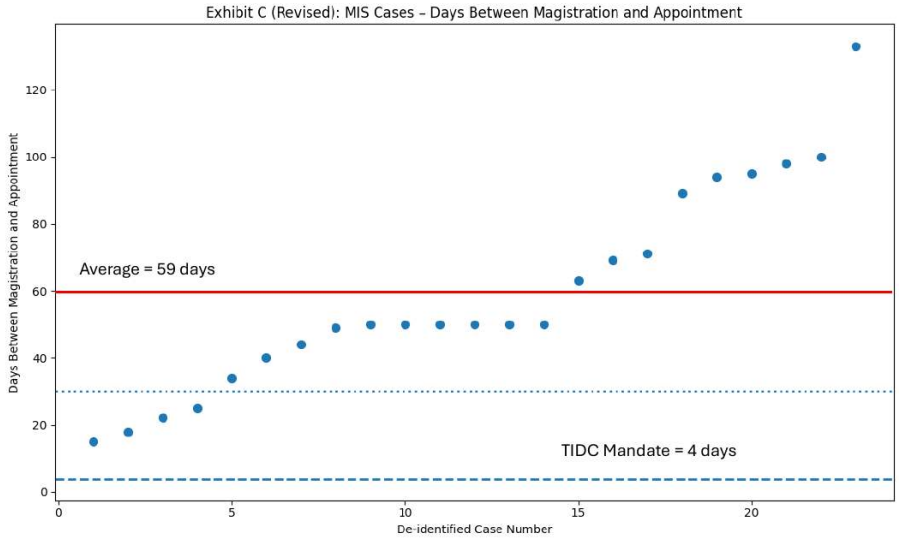
avg. days to appointment

TIDC Mandate

4 days

55 days beyond the mandate

Exhibit C reflects the time misdemeanors detainees spent in custody without representation. The average number of days a detainee spent in custody waiting for representation is 59 days, 29 days in excess of their eligibility for release when no complaint is filed, and 55 days in excess of TIDC's requirements.



Reference thresholds shown at 4 days and 30 days.

Appointment of Counsel – Felony Cases (Exhibit D)

93

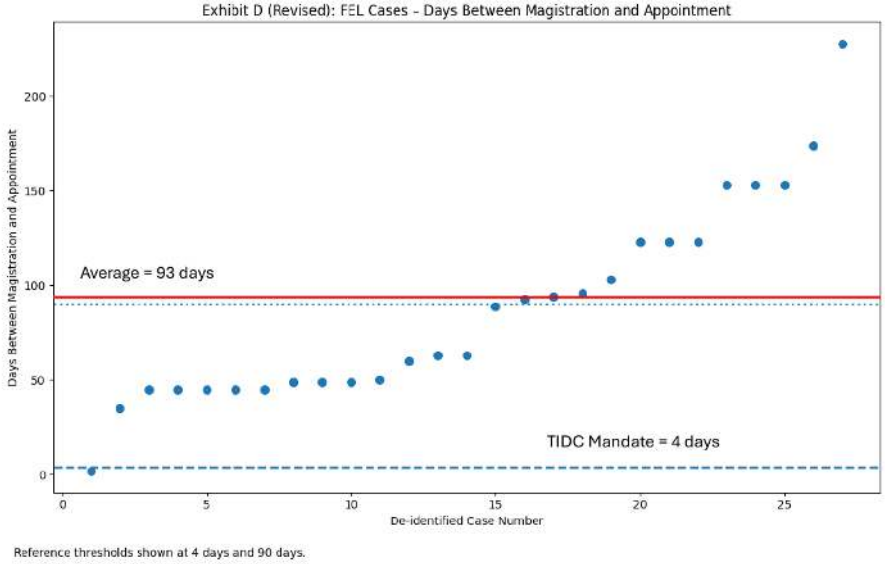
avg. days to appointment

TIDC Mandate

4 days

89 days beyond the mandate

Exhibit D reflects the time felony detainees spent in custody without representation. The average number of days a detainee spent in custody waiting for representation is 93 days, 3 days in excess of their eligibility for release when no indictment is filed, and 89 days in excess of TIDC's requirements.



Reference thresholds shown at 4 days and 90 days.

The Human Cost: Individual Case Stories

The following cases illustrate the real impact on individuals held well beyond legal thresholds — without timely counsel.

Person A

241 days in custody

$15,614 excess cost (211 days excess days)

Person A was held for 241 days — 211 days beyond the 30-day misdemeanor threshold. His case represents the highest over-detention period in the misdemeanor dataset and one of the highest individual costs in the analysis.

Person B

230 days in custody

$14,800 excess cost (200 days excess days)

Person B was held for 230 days — 200 days beyond the 30-day misdemeanor threshold. His case illustrates the compounding harm of delayed counsel: extended detention, disrupted employment, and family separation.

These individual cases are representative of a broader pattern affecting 45 detainees across 23 MIS and 22 FEL cases reviewed in this analysis.

Maverick County's Annual Jail Expenditures

$4,000,000+

in annual jail costs · nearly 20% of Maverick County's total annual budget

Category	Annual Cost
Personnel	$2,886,700
Medical	$450,000
Food	$400,000
Total Annual Jail Budget	**$4,000,000+**

Inmate housing contracts brought in $745,000 last year in revenue — down from $1,266,204 the prior year. Every bed occupied by an illegally over-detained individual is a bed unavailable to house paying detainees from other counties or the federal government.

TRGPD's FY 2027 Cost to Maverick County

$141,000

Maverick's maximum match under TIDC's approved FY 2027 grant

Item	Amount
TIDC FY'27 grant (Maverick, Dimmit & Zavala)	$1,600,000+
Maverick's current indigent defense spend	$81,000 / yr
Additional investment to reach the match	$60,000 / yr
Maverick's FY'27 match (maximum)	**$141,000 / yr**

The additional $60,000 funds a physical office location, six full-time attorneys, two paralegals, two investigators, and a holistic caseworker — dedicated representation that continues to reduce overdetention and its costs.

Cost Savings: The Match Pays for Itself

Cost Category	Current	New Plan (TRGPD)
Indigent defense costs	$81,000	$141,000
Jail overdetention costs	$218,596	**$0 (eliminated)**
Total annual cost to Maverick	**$299,596**	**$141,000**

$158,596

estimated net annual savings to Maverick County taxpayers

TRGPD's $218,596 in identified jail cost savings from ending overdetention covers the full $141,000 FY'27 match — with over $150,000 left over. Timely appointed counsel does not cost Maverick County money. It saves it.

Conclusion

$218,596

in avoidable excess incarceration costs from 45 cases — real public dollars with no added public safety benefit.

55–89 days

beyond the TIDC mandate before detainees received appointed counsel, impairing Sixth Amendment rights.

Timely Counsel

is both a legal obligation and a fiscally responsible solution — it shortens detention, reduces costs, and protects rights.

Timely appointment of counsel is not only a constitutional mandate — it is a critical component of fiscally responsible criminal justice administration.

Texas RioGrande
Public Defender

Redefining Justice: Where Every Story Deserves a Defender

Maverick County Costs for Over-Incarceration

Tom Bowles Facility

On May 28, 2026, Texas RioGrande Public Defender was finally able to secure Juan Castillo[1] release. He had been sitting in a cold jail cell in Maverick County since December 28, 2025—three days after Christmas—for a misdemeanor charge that the prosecutor had rejected four months earlier. Unfortunately, without an attorney to advocate for his interest, neither the jail nor the Sheriff's Department knew that his charges were dropped. Instead, Mr. Castillo sat in jail for five more months, waiting for news that would never arrive. As far as the courts knew, the cases were finished. And yet, the jail only saw his charges. He had no way out.

Mr. Castillo would have kept on waiting in the Maverick County jail if not for the public defender's office. In May, TRGPD conducted an audit of the Tom Bowles facility to ensure that nobody had slipped through the cracks. That's when we found Mr. Castillo, learned his story, investigated the circumstances, and speedily secured his release.

Mr. Castillo spent five months in jail for a non-existent charge. The County spent over $11,000 on food, housing, clothing, and other expenses to keep him in custody. That is not only wasted money from Maverick County taxpayers, but, more importantly, time through the hourglass that Mr. Barrientos cannot get back.

Mr. Castillo's story does not need to repeat itself. TRGPD's promise of effective, zealous representation for all people accused of crimes who cannot afford lawyers has already and will continue to ensure that nobody gets left behind, that nobody is forgotten.

Introduction

The data below represents unindicted detainees of the Tom Bowles Detention Center with whom Texas RioGrande Public Defender or its contracted attorney, Gavriella Roisman, were appointed between May 2025 and June 2026. There were a total of 23 misdemeanor and 28 felony cases reviewed.

[1] Juan Castillo is a pseudonym to protect privacy.

The purpose of this review was to demonstrate the fiscal and human cost to the county for the over detention of detainees. The data is separated by misdemeanors and felonies in order to accurately depict the eligible release times when complaints (n=30 days) and indictments (n=90 days) were not filed.

The data is **underinclusive** of the total time and cost of over detention because it does not include cases that were not appointed to either (1) Ms. Roisman or (2) TRGPD. First, TRGPD did not begin taking appointments until February 9, 2026, nine months into the reported period. From May 2025 through January 2026, TRGPD took no appointments nor could it collect any data. Moreover, Ms. Roisman could not accept the remainder of every unindicted case as her case-carrying capacity was insufficient as a part-time, solo practitioner. Put simply, Maverick has undoubtedly borne greater fiscal costs than discussed here, and individuals arrested in the County have over-served more time. Indeed, the same attorney shortage causing overdetention prevents capturing the full fiscal picture. Without lawyers to track unrepresented clients, the County pays without knowing the full bill.

Over-Detention

Exhibit A reflects the time misdemeanor detainees spent in custody before release. The average number of days a detainee spent in custody pre-complaint was slightly over 100 days (n=100.4), which is equivalent to an average of 70 days of over-detention.

Exhibit B reflects the time felony detainees spent in custody before release. The average number of days a detainee spent in custody pre-complaint was slightly over 150 days (n=150.7), which is equivalent to an average of 60 days of over-detention.

Estimated Cost of Detention Beyond Established Thresholds

After excluding the first 30 days of pre-indictment custody for misdemeanor cases and the first 90 days for felony cases, the remaining excess detention totaled 2,954 days. At a detention cost of $74 per day[2], those excess days represent approximately $218,596 in additional incarceration expenditures, including $119,806 attributable to misdemeanor cases and $98,790 attributable to felony cases.

Category	Threshold	Cases Exceeding Threshold	Excess Days Only	Excess Cost @ $74/day
MIS	30 days	23 cases	1,619 days	$119,806
FEL	90 days	22 cases	1,335 days	$98,790

[2]$74 daily cost based on testimony given by the Honorable Amado Abascal III at the May 6, 2026, Commissioner's Court Special Session.

Category	Threshold	Cases Exceeding Threshold	Excess Days Only	Excess Cost @ $74/day
Combined	—	45 cases	2,954 days	$218,596

Annual Costs of Jail

Maverick County spends over four million dollars a year on jail costs. That represents almost 20% of the County's annual expenditure. The major categories break down into:

- **Personnel costs**: $2,886,700.00
- **Medical**: $450,000.00.00
- **Food**: $400,000.00

Equally as important, the jail has been able to make generate revenue by housing individuals for other counties or the federal government. Last year, the County brought in approximately $745,000.00 in inmate contracts, which represented a decrease from the prior fiscal year, $1,266,204.00

Thus, unlawful, unjustified detentions cost Maverick County doubly. First, the County must pay $74 a day to house people who should not be in custody, contributing to the $4,000,000+ jail costs. And second, every bed taken by an illegally detained individual represents a lost opportunity to house a pretrial detainee from a neighboring county or the federal government.

The public defender's office will easily recoup its budgeted amount, and then some for the County by following a simple mandate: the law. Adherence to proper bail procedures will net the County over $200,000 in jail costs alone, not including the availability to contract with other entities to house their detainees.

TRGPD FY' 2027 Maverick Cost

TIDC's approved FY' 2027 grant will award over 1.6 million dollars to Maverick, Dimmit, and Zavala counties for public defense operations. Maverick's match is less than 10% of that amount, $141,000. The $141,000 represents the maximum Maverick may owe if TRGPD fully expends its budget.

Currently, Maverick pays over $80,000 a year in indigent defense costs. The additional $60,000 provides a physical office location, six full-time attorneys, two paralegals, two investigators, and a holistic caseworker to advocate for client needs. Most importantly, TRGPD ensures dedicated, zealous representation that will

continue to reduce overdetention in Maverick and the attendant costs. In just the past year, we have identified well over $200,000 in jail cost savings, which fully pay for Maverick's match.

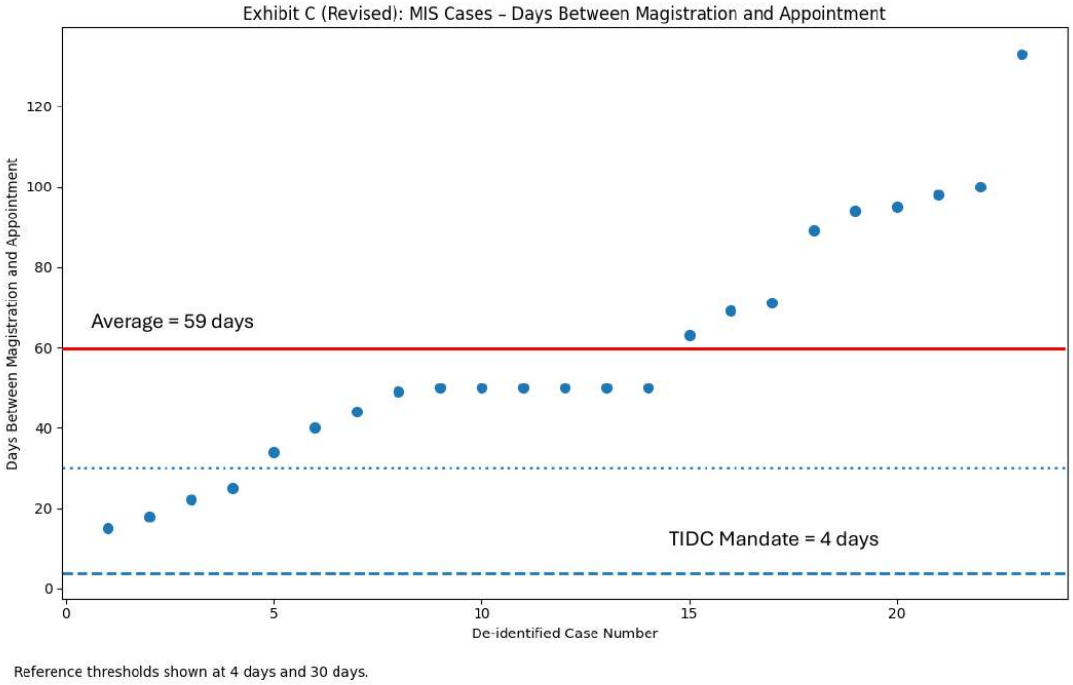
Simply put, the math checks out.

Appointment of Counsel as a Mitigator

Misdemeanor Overdetention

Exhibit C reflects the time misdemeanors detainees spent in custody without representation. The average number of days a detainee spent in custody waiting for representation is 59 days, 29 days in excess of their eligibility for release when no complaint is filed, and 55 days in excess of TIDC's requirements.

Average = 59 days
TIDC Mandate = 4 days



Reference thresholds shown at 4 days and 30 days.

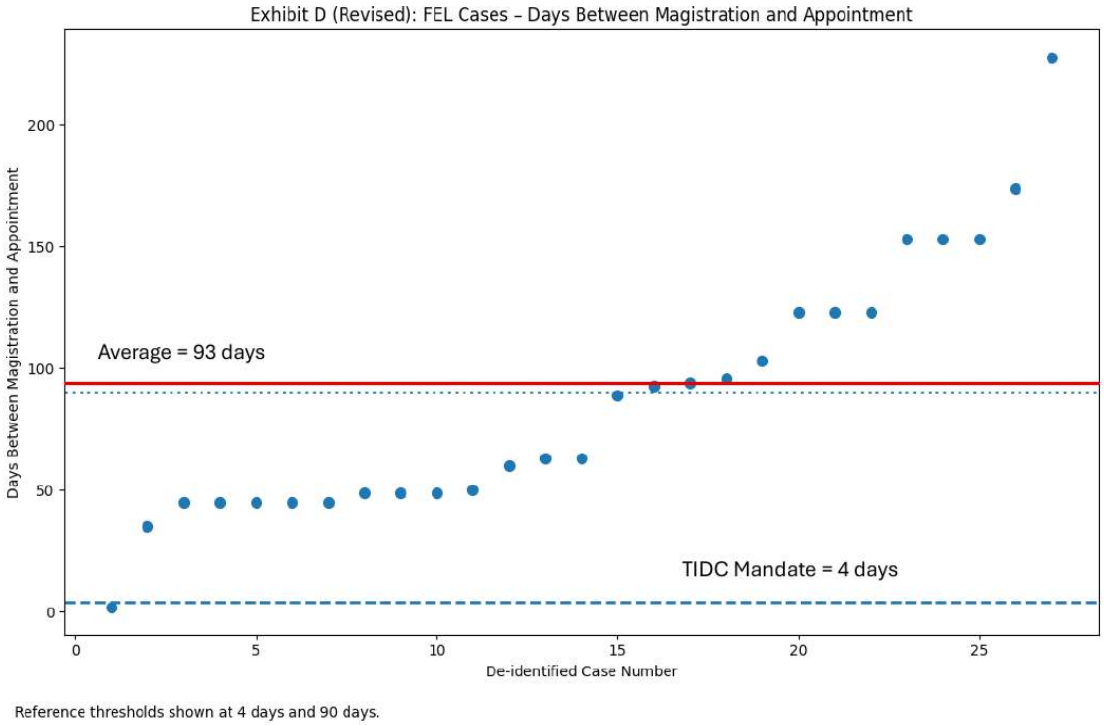
Human Cost: Michael Jackson[3] spent 241 days in custody on two misdemeanors without charges filed against him. During his eight months in jail—September 2, 2025 to May 1, 2026—he did not speak with an attorney once. He was finally released on May 1, with the assistance of TRGPD. His 241 days in custody cost Maverick County $17,834.

[3] Michael Jackson is a pseudonym to protect privacy.

Felony Overdetention

Exhibit D reflects the time felony detainees spent in custody without representation. The average number of days a detainee spent in custody waiting for representation is 93 days, 3 days in excess of their eligibility for release when no indictment is filed, and 89 days in excess of TIDC's requirements.

Average = 93 days
TIDC Mandate = 4 days



Reference thresholds shown at 4 days and 90 days.

Human Cost: Robert Sanchez[4] was arrested on August 29, 2025. He did not speak to an attorney for six months, until he called our office because he heard a public defender's office had begun. TRGPD helped get him released on April 16, 2026, after 230 days in custody (**$17,020 cost**). During that time, the State did not bring any charges against him, nor was he scheduled for a court date. He simply waited.

Conclusion

Prolonged delays in the appointment of counsel and extended pre-indictment and pre-complaint detention impose significant constitutional, statutory, and fiscal costs on local governments. Specifically, Maverick County has spent well over $218,000 to detain people it legally had no authority to.

[4] Robert Sanchez is a pseudonym to protect privacy.

Constitutionally, delayed access to counsel undermines the protections guaranteed by the Sixth and Fourteenth Amendments, depriving individuals of meaningful assistance during critical stages of criminal proceedings and increasing the risk of unnecessary incarceration. Statutorily, Texas law requires the timely appointment of counsel for indigent defendants, reflecting the Legislature's recognition that early representation is essential to safeguarding due process and ensuring the fair administration of justice. Delayed appointment of counsel can contribute to prolonged detention, slower case resolution, and increased pressure on defendants to make decisions without adequate legal guidance.

The fiscal consequences are equally substantial. As demonstrated by the data analyzed here, extended detention beyond established benchmarks results in hundreds of thousands of dollars in avoidable incarceration costs, consuming public resources without advancing public safety, and in violation of the law.

The public defender's office not only saves the County money, it ensures the County does not break the law and upholds every person's dignity. TRGPD is pleased to have worked to secure release for dozens of people who should not have been in jail—saving Maverick County taxpayers' money and protecting everyone's right to justice.

REGULAR ITEMS

07

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**PRESENTATION OF THE MAVERICK COUNTY LOCAL MATCH COMMITMENT AND REQUIREMENTS FOR CAMINO REAL COMMUNITY SERVICES FOR FISCAL YEAR 2027, AND APPROVAL OF THE SAME.**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	CAMINO REAL COMMUNITY SERVICES

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.**

CAMINO REAL COMMUNITY SERVICES

19965 F.M. 3175 NORTH, P.O. BOX 725, LYTLE, TX 78052

Phone: (210) 357-0300 Fax: (830) 772-4305
Crisis Hotline: (800) 543-5750

Veronica A. Sanchez, M.A., LPC-S, Executive Director

August 6, 2026

The Honorable Rolando Jasso
Maverick County Judge
500 Quarry St
Eagle Pass, TX 78852
RE: Camino Real Community Services – FY 2027 Local Match

Dear Judge and Commissioners:

Enclosed is the annual request from Camino Real Community Services for the match contribution from your county. As you are aware, Camino Real Community Services receives General Revenue from the Texas Health and Human Services Commission (HHSC)—Behavioral Health Services Division, and the Texas Health and Human Services Commission (HHSC)—Intellectual Developmental Disabilities Division, to plan, develop, and implement services for persons with mental health and intellectual/developmental disabilities in your county. These state agencies require that the Center's sponsoring counties provide a match contribution for this General Revenue. The match contribution may be met through an "in-kind" or cash donation.

In addition, I am enclosing the following documents that support this annual request:

a. Health & Safety Code Chapter 615.001- County Responsibility
b. Inter-local Agreement between the Camino Real Sponsoring Counties
c. Texas Laws Relating to Mental Health- 24td Edition

The FY 2027 Commitment sheet for Match Contribution to Camino Real Community Services is enclosed for your review, approval, and signature. I thank you for placing this request on your Commissioners' Court Agenda for approval as necessary. Once approved, please forward the signed **2027 Contribution Commitment** document to my office.

The consumers, staff, and Board of Trustees of Camino Real Community Services sincerely appreciate your commitment and dedicated support to assuring that the residents of Atascosa County have the needed services available in their local community.

If you have any questions, or require additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Veronica A. Sanchez
Executive Director
(210) 357-0320

STATE OF TEXAS §

COUNTY OF MAVERICK §

INTER-LOCAL AGREEMENT

Pursuant to authority contained in the Texas Mental Health and Mental Retardation Act, Article 5547-203, Section 3.01 through Section 3.14 Vernon's Texas Civil Statute (hereinafter referred to as "the Act"), the Atascosa County Commissioners' Court (hereinafter referred to as "Atascosa"); the Dimmit County Commissioners' Court (hereinafter referred to as "Dimmit"); the Frio County Commissioners' Court (hereinafter referred to as "Frio"); the Karnes County Commissioners' Court (hereinafter referred to as "Karnes"); the LaSalle County Commissioners' Court (hereinafter referred to as "LaSalle'); the Maverick County Commissioners' Court (hereinafter referred to as "Maverick"); the McMullen County Commissioners' Court (hereinafter referred to as "McMullen"); the Wilson County Commissioners' Court (hereinafter referred to as "Wilson"); and Zavala County Commissioners' Court (hereinafter referred to as "Zavala") agree as follows:

WHEREAS, Atascosa, Dimmit, Frio, Karnes, LaSalle, Maverick, McMullen, Wilson and Zavala have entered into and become partners in the establishment of a Community Mental Health and Mental Retardation Center;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follow:

The purpose of this agreement is to establish a unified delivery system for mental health/mental retardation services in Atascosa, Dimmit, Frio, Karnes, LaSalle, Maverick, McMullen, Wilson, and Zavala which is to be characterized by a single governing body and administrative structure to ensure the highest quality of care within the limits of the resources available.

II.

The governing body shall be a Mental Health/Mental Retardation Board of Trustees (hereinafter referred to as the "Board") composed of nine (9) members. The decisions and actions of the Mental Health/Mental Retardation Board of Trustees shall be final, with no recourse for appeal to the appointing bodies. It is further agreed that each county judge shall appoint one (1) county resident as a trustee. Terms of appointment shall be for two (2) years; except for the initial appointment, four (4) of the trustees shall be appointed for one (1) year, so as to provide for staggered terms. The counties initially appointing for one (1) year terms shall be selected by lot.

III.

The services shall include all statutorily required core services in such quantities and on Performance Contract terms agreeable to the Texas Department of Mental Health and Mental Retardation and all nine (9) counties.

IV.

It is further agreed that Atascosa, Dimmit, Frio, Karnes, LaSalle, Maverick, McMullen, Wilson, and Zavala shall collectively provide the required local matching funds for state contract support. A proportionate share shall be based upon each county's respective population expressed as a percentage of the total population of the nine (9) counties. The respective population shall be those figures used by the State Department of Health. Local matching funds may include "in-kind" contributions such as fair rental value of office space provided.

VI.

The term of this agreement is from the date of approval by the governing bodies of the counties through August 31, 2002. No party shall have a right to terminate this agreement prior to August 31, 2002, and, this agreement shall automatically continue for each state fiscal year thereafter,

unless the same is specifically terminated in writing by a party of at least sixty (60) days before August 31st of the respective state fiscal year.

Attachments – Nine (9) Inter-Local Agreement to Establish a New MHMR Center Signature Pages

INTER-LOCAL AGREEMENT SIGNATURE PAGE

The Honorable Rogelio Escobedo
Maverick County Judge
500 Quarry Street
P.O. Box 955
Eagle Pass, TX 78852
(830) 773-3824

COUNTY JUDGE

5/24/00

DATE

ATTACHMENT "A"
TO INTERLOCAL AGREEMENT

CAMINO REAL COMMUNITY MHMR CENTER BOARD OF TRUSTEES
ELIGIBILITY CRITERIA AND MEMBERSHIP PROCEDURES

I. ELIGIBILITY CRITERIA

To be considered to qualify and to remain as a member of the Camino Real Community MHMR Center Board of Trustees, the following eligibility criteria must be met:

A. To be considered as a potential appointee, each individual must:

1. **Be a qualified voter whose primary residence is in the region served by Camino Real Community MHMR Center** (*pursuant to§§543.003 (b) & 534.0065 (c) Texas Health & Safety Code "THSC");* **and**

2. **Meet eligibility qualifications prohibiting appointment if the individual, or individual's spouse** (*pursuant to §534.0065 (b) THSC:*

   a. **owns or controls, directly or indirectly, more than 10% interest in a business entity or organization receiving funds from the center; or**

   b. **uses or receives a substantial amount of tangible goods or funds from the center, other than:**

      (1) **compensation or reimbursement authorized by law for Board of Trustees, membership, attendance or expenses; or**

      (2) **as a consumer or family member of a consumer receiving services from the center.**

B. To be qualified as a Trustee, each appointee shall:

1. **Attend appropriate Trustee training, prior to the assumption of office** (*pursuant to §534.006 THSC)*

2. **Execute an affidavit acknowledging the reading of the requirements for qualification, conflict of interest and removal** (*pursuant to§534.0065(f) THSC);*

3. **Subscribe to (execute) the Statement of Appointed Officer and file such for record pursuant to the requirements of the Texas Secretary of State** (*per Texas Constitution Art XVI §1(d)*; **and**

4. **Take the Oath (Affirmation) of Office after executing the Statement of Appointed Officer** (*per Texas Constitution Art. XVI §1(c)*).

C. To remain in office, each Trustee must:

1. **Comply with the Board of TXMHMR rules concerning Board of Trustees annual training** (*per THSC §534.006);*

2. **Annually execute and file with the center, not later than the anniversary date of taking office, an affidavit acknowledging the reading of the requirements for qualification, conflict of interest and removal *(per THSC §534.0065 (f))* ; and**

3. **Disclose any conflicts of interest in accordance with Chapter 171 Local Government Code *(per THSC §534.0065 (d))* and**

4. **Must attend a minimum of 5 meetings per year and have no more than 3 consecutive absences in that year.**

5. **NOT:**

   a. **refer for services a consumer to a business entity owned or controlled by a Trustee, unless the entity is the only entity that provides the needed services within the jurisdiction of the center;**

   b. **use a center facility in the conduct of a business entity owned or controlled by that Trustee;**

   c. **solicit, accept, or agree to accept a benefit in exchange for the Trustee's decision, opinion, recommendation, vote or other exercise of discretion as a local public official or for a violation of a duty imposed by law;**

   d. **receive any benefit for the referral of a consumer to the center or other business entity;**

   e. **appoint, vote for or confirm the appointment to a paid office or position with the center if the person is related to the Trustee by affinity within the second degree or by consanguinity within the third degree*; (or violate other nepotism prohibitions concerning hiring of relatives of Trustees by the center as stated in §534.0115 THSC)*; or**

   f. **solicit or receive a political contribution from a supplier to or contractor with the center.**

II. PROCEDURES FOR MEMBERSHIP

Certain procedures relating to Board of Trustee membership must be prescribed by an organizational combination of local agencies that establish a community center *(per §534.004(a) THSC)*. These are:

A. Appointment Procedure

1. **At least sixty (60) days prior to the termination of a place's two-year term, the Executive Director of Camino Real Community MHMR Center shall assist the appropriate County Commissioners Court by notifying it of such termination. The Court may then choose to either:**

   a. **reappoint the member currently serving in that place (if still meeting criteria in Section I, A of this agreement attachment) by taking action in accordance with the Texas Open Meetings Act. It will also notify the other County Commissioners Courts and Camino Real Community MHMR Center of such reappointment.**

   b. **consider the place to be becoming vacant.**

2. When a place on the Board of Trustees becomes vacant, through resignation, inability to serve or removal/non-reappointment, the Executive Director of Camino Real Community MHMR Center shall assist the appropriate County Commissioners by initiating a posting of the vacancy at Camino Real Community MHMR Center offices in the applicable county, at that county's courthouse and through placement for a minimum of five (5) days in a publication of daily, county-wide circulation and a minimum of two (2) days in a publication of weekly, county-wide circulation.

3. All applicants responding to the posting will be given a "Board Member Packet" for review and shall be asked to complete a Board Member Questionnaire (both to be prepared with the assistance of the Board of Trustees of Camino Real Community MHMR Center).

4. Applications will be mailed directly by the applicant to the appropriate County Commissioners Court where the Board vacancy exists. The County Commissioners Court will be responsible for screening each application for qualifications, interviewing applicants and making the final selection. This process can be facilitated by the Executive Director of Camino Real Community MHMR Center.

5. The County Commissioners Court shall review the information and appointment to fill the vacant place. Such appointment shall be in accordance with the Texas Open Meetings Act and the requirements of Section A above. It will also notify the other County Commissioners Courts and Camino Real Community MHMR Center of such appointment.

B. Resignation Procedure

1. A member may resign by submitting his/her written resignation to the Chairperson of the Board of Camino Real Community MHMR Center and to the appropriate County Commissioners Court.

2. A resignation shall be effective as of the date of submission.

C. Removal Procedure

1. All Board of Trustees members serve at the pleasure of the appointing Commissioners Court and may be removed without cause by majority vote of that Commissioners Court.

2. Any Board member who is absent from three (3) consecutive or five (5) total, regularly scheduled Board meetings shall be reported by Camino Real Community MHMR Center's Board Chairman to the appropriate County Commissioners Court for appropriate review and possible removal.

   Any Board member who is absent from three (3) consecutive or five (5) total regularly scheduled Board meetings during a fiscal year (period) shall be deemed to have resigned and shall be reported by the Camino Real Community MHMR Center's Board Chairman to the appropriate Commissioners Court for review and filling of the vacancy.

   Exceptions to this removal procedure may be made for catastrophic illness or extenuating circumstances by the Board of Trustees.

   Upon a vacancy declared by the Board, pursuant to section II, the number required to establish a quorum of trustees shall be more than 50% of such remaining trustees, until such positions are filled by appointment.

3. **In accordance with *§534.0065(g) THSC*, it shall be grounds for removal if a Trustee:**

   a. **did not meet eligibility criteria of Section I, A of this agreement attachment at appointment;**

   b. **does not maintain during service on the Board of Trustees the eligibility criteria of Section I, A, B, or C of this agreement attachment.**

4. **The final decision/determination is the responsibility of the appropriate County Commissioners Court as it affects their representation on the Board of Trustees.**

APPROVED:

The Honorable Deborah Herber
Atascosa County Judge — Date: 7-19-01

The Honorable Charles D. Johnson
Dimmit County Judge — Date: 8-7-01

The Honorable Carlos A. Garcia
Frio County Judge — Date: 7-20-01

The Honorable Alfred Pawelek
Karnes County Judge — Date: 7/20/01

The Honorable Jimmy Perez Patterson
LaSalle County Judge — Date: 7/20/01

The Honorable Linda Lee Henry
McMullen County Judge — Date: 8-8-01

The Honorable Marvin Quinney
Wilson County Judge — Date: 08-02-2001

The Honorable Pablo Avila
Zavala County Judge — Date: 7/20/01

The Honorable Rogelio Escobedo
Maverick County Judge — Date: 8-7-2001

TEXAS Health and Human Services

Texas Health and Human Services Commission

24th Edition

Texas Laws

Relating to Mental Health and Intellectual Disabilities

Reflecting changes in law passed by the 88th Legislature, Regular Session – 2023

The laws reflected in this edition include both substantive and non-substantive revisions to laws passed by the 88th Legislature. Most of the revisions in law take effect on September 1, 2023. Among the changes are references to agencies, such as the Health and Human Services Commission, that have been updated to reflect the governance of the state hospitals and state supported living centers by the Commission. However, not all laws have been substantively changed to fully reconcile the duties, functions and powers of the Health and Human Service agencies and may still reflect an entity, such as the Department of State Health Services, which is no longer performing those duties, functions or powers.

The recent changes in law from the 88th Legislature, R.S., reflected herein may be accessed at https://lrl.texas.gov/legis/isaf/lrlhome.cfm and by following these instructions:

- ***select 88 R.S. (2023)***
- ***select which code you want to search and enter chapter or article***
- ***search for enrolled versions to show only bills that passed***

Disclaimer – The information contained in this book does not constitute the provision of legal advice. While every attempt has been made to ensure the accuracy of the information contained in this book, the Health and Human Services Commission, its officers and employees disclaim any responsibility for any errors in content or formatting that may be contained herein.

Published by the
Health and Human Services Commission
June 2023

ADVISORY COMMITTEES

Sec.534.012. (a) The board of trustees may appoint committees, including medical committees, to advise the board of trustees on matters relating to mental health and intellectual disability services.

(b) Each committee must be composed of at least three members.

(c) The appointment of a committee does not relieve the board of trustees of the final responsibility and accountability as provided by this subtitle.

COOPERATION OF DEPARTMENTS

Sec.534.013. Each appropriate department shall provide assistance, advice, and consultation to local agencies, boards of trustees, and executive directors in the planning, development, and operation of a community center.

BUDGET; REQUEST FOR FUNDS

Sec.534.014. (a) Each community center shall annually provide to each local agency that appoints members to the board of trustees a copy of the center's:

(1) approved fiscal year operating budget;

(2) most recent annual financial audit; and

(3) staff salaries by position.

(b) The board of trustees shall annually submit to each local agency that appoints the members a request for funds or in-kind assistance to support the center.

PROVISION OF SERVICES

Sec.534.015. (a) The board of trustees may adopt rules to regulate the administration of mental health or intellectual disability services by a community center. The rules must be consistent with the purposes, policies, principles, and standards prescribed by this subtitle.

(b) The board of trustees may contract with a local agency or a qualified person or organization to provide a portion of the mental health or intellectual disability services.

(c) With the approval of each appropriate commissioner, the board of trustees may contract with the governing body of another county or municipality to provide mental health and intellectual disability services to residents of that county or municipality.

(d) A community center may provide services to a person who voluntarily seeks assistance or who has been committed to that center.

FOR WHOM SERVICES MAY BE PROVIDED

Sec.534.0155. (a) This subtitle does not prevent a community center from providing services to:

(1) a person with a chemical dependency;

(2) a person with a developmental disability; or

(3) a person younger than four years of age who is eligible for early childhood intervention services.

(b) A community center may provide those services by contracting with a public or private agency in addition to the appropriate department.

SCREENING AND CONTINUING CARE SERVICES

Sec.534.016. (a) A community center shall provide screening services for:

(1) a person who requests voluntary admission to a Department of State Health Services facility for persons with mental illness; and

(2) a person for whom proceedings for involuntary commitment to a Department of State Health Services or Department of Aging and Disability Services facility for persons with mental illness or an intellectual disability have been initiated.

(b) A community center shall provide continuing mental health and physical care services for a person referred to the center by a Department of State Health Services facility and for whom the facility superintendent has recommended a continuing care plan.

(c) Services provided under this section must be consistent with the applicable rules and standards of each appropriate department.

(d) The appropriate commissioner may designate a facility other than the community center to provide the screening or continuing care services if:

(1) local conditions indicate that the other facility can provide the services more economically and effectively; or

(2) the commissioner determines that local conditions may impose an undue burden on the community center.

HEALTH AND SAFETY CODE

TITLE 7. MENTAL HEALTH AND INTELLECTUAL DISABILITY

SUBTITLE E. SPECIAL PROVISIONS RELATING TO MENTAL ILLNESS AND INTELLECTUAL DISABILITY

CHAPTER 615. MISCELLANEOUS PROVISIONS

Sec. 615.001. COUNTY RESPONSIBILITY. Each commissioners court shall provide for the support of a person with mental illness or an intellectual disability who is:

(1) a resident of the county;

(2) unable to provide self-support; and

(3) cannot be admitted to a state mental health or intellectual disability facility.

Added by Acts 1991, 72nd Leg., ch. 76, Sec. 1, eff. Sept. 1, 1991.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1500, eff. April 2, 2015.

Sec. 615.002. ACCESS TO RECORDS BY PROTECTION AND ADVOCACY SYSTEM. (a) Notwithstanding other state law, the protection and advocacy system established in this state under the federal Protection and Advocacy for Individuals with Mental Illness Act (42 U.S.C. Sec. 10801 et seq.) and the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. Sec. 15001 et seq.) is entitled to access to records relating to persons with mental illness or developmental disabilities to the extent authorized by federal law.

(b) If the person consents to notification, the protection and advocacy system shall notify the Department of State Health Services or the Department of Aging and Disability Services, as appropriate, if the system decides to investigate a complaint of abuse, neglect, or rights violation that relates to a person with mental illness or a developmental disability who is a patient or client in a facility or program operated by, licensed by, certified by, or in a contractual relationship with that department.

Added by Acts 1991, 72nd Leg., ch. 76, Sec. 1, eff. Sept. 1, 1991.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1500, eff. April 2, 2015.

REGULAR ITEMS

08

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **TAKE ALL APPROPRIATE ACTION TO APPOINT A MEMBER TO THE CAMINO REAL COMMUNITY SERVICES BOARD OF DIRECTORS.**
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING: CAMINO REAL COMMUNITY SERVICES
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

09

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**PRESENTATION BY THE WINTERGARDEN WOMEN'S SHELTER, INC. REGARDING SEXUAL ASSAUL SERVICES TO BE PROVIDED IN EAGLE PASS, MAVERICK COUNTY EFFECTIVE NOVEMBER 1, 2026**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	ERIKA BUSTAMANTE, WINTERGARDENT WOMEN'S SHELTER

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

10

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Presentation, discussion, and possible action regarding the project plan and engineering framework submitted by Streamline Engineering for the statewide Senate Bill 3 (SB3) outdoor warning sirens project.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Streamline Engineering has finalized the preliminary project plan and technical deployment framework for implementing the Senate Bill 3 (SB3) outdoor warning siren mandates within Maverick County. This presentation outlines the proposed acoustic coverage modeling, siren placement mapping, power supply specifications, and integration protocols required to meet state resilience standards.

The project plan is designed to ensure critical infrastructure compliance, enhance community safety across vulnerable or populated sectors, and establish a clear timeline for engineering, procurement, and physical installation.

COST:	BUDGETED LINE ITEM:
N/A	N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Recommend approval of the project plan presented by Streamline Engineering for the Senate Bill 3 (SB3) outdoor warning sirens project. This infrastructure enhancement is critical to meeting state mandates, expanding emergency notification coverage in vulnerable sectors, and ensuring robust public safety operations across Maverick County. Authorization is requested to proceed with the next phase of engineering coordination and procurement.

AGENDA ITEM SPONSOR COMMENTS:

Pending review.

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

SB3 Outdoor Warning Sirens Project Plan (Preliminary Document)

SUGGESTED MOTION:

Move to approve the presentation and preliminary project plan submitted by Streamline Engineering for the Senate Bill 3 (SB3) outdoor warning sirens project, and authorize grant administrator and streamline to proceed with the next phase of engineering coordination, site mapping, public entity coordination and procurement preparations.

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



REGULAR ITEMS

11

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	Take all appropriate action to approve and adopt rental rates, fees, and facility use agreements for all Maverick County parks and facilities.
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING:
BACKGROUND/PREVIOUS ACTION:	
COST: $ 0	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Raise the Fee, to bring in more revenue.	
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 10:00 A.M.**

To: Honorable County Judge and Members of the Maverick County Commissioners Court
From: Pablo Garcia, Jr., Chief of Staff
Date: August 5, 2026
Subject: Agenda Backup: Establishment of Rental Rates and Facility Use Agreements for County Parks and Facilities

The purpose of this agenda item is to request that the Commissioners Court consider and take appropriate action to establish and approve standardized rental rates, fees, and facility use agreements for all Maverick County parks and county-owned facilities available for public use.

As county facilities continue to be utilized for community events, meetings, recreational activities, and private rentals, it is important to maintain a consistent fee structure and standardized facility use agreements. Establishing uniform rates and policies will promote fairness, improve administrative efficiency, provide clear expectations for renters, and assist the County in recovering operational and maintenance costs associated with the use of its facilities.

Approval of this item will authorize the implementation of the adopted rental schedule and facility use agreements, effective on the date established by the Commissioners Court. County staff will administer the approved rates and agreements in accordance with all applicable county policies and procedures.

Recommended Action:
Approve and adopt the proposed rental rates, fees, and facility use agreements for all Maverick County parks and county-owned facilities, and authorize staff to implement and administer the approved schedule.

Pablo Garcia, Jr.
Chief of Staff



REGULAR ITEMS

12

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **TAKE ALL APPROPRIATE ACTION TO APPROVE CONTRACT WITH BCC LANGUAGES, LLC FOR INTERPRETATION SERVICES UNDER OLS GRANT.**
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING:
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.**

GRANT FUNDED- CONTRACT AGREEMENT WITH MAVERICK COUNTY

Grant Name: OPERATION LONE STAR Grant #

Grant Period: Sept 1, 2026 - Aug 31, 2027

NAME: BCC LANGUAGES LLC

ADDRESS: P.O.BOX 5912 - SAN ANTONIO, TX 78201

TELEPHONE: 210-912-9669

SOCIAL SECURITY NUMBER: (Last 4 #s) E.I.N # 83-1965379

DRIVER'S LICENSE NUMBER: 10156372

SERVICES: County Court Interpreter **DEPARTMENT: MAVERICK COUNTY COURT**

PAYMENT RATES/FEES: $120 PER HR FOR SPANISH INTERPRETATION
$170 PER HR FOR OTHER EXOTIC LANGUAGES
ADDITIONAL 2-HR MINIMUM NOTICE CHARGE
AND A 24-HR CANCELLATION FEE.

CONTRACT TERM: 9/1/2026 - 8/31/2027

JOB DESCRIPTION: To interpret from English to a foreign language and from a foreign language to English during OLS court procedures.

This position is a **GRANT FUNDED- CONTRACTED POSITION**. Maverick County reserves the right to terminate this contracted position at any time before or after the expiration of the Operation Lone Star Grant. The performance of contracted services does not include any benefits as outlined in the Maverick County Employee Handbook. The performance of contracted services does not include merit or longevity pay.

By signing this agreement, all prior agreements and/or contracts pertaining to this grant are superseded and deemed to be null and void.

SERVICE PROVIDER SIGNATURE: _____ **DATE:** 8/18/26

MAVERICK COUNTY SIGNATURE: _____ **DATE:** _____



REGULAR ITEMS

13

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **TAKE ALL APPROPRIATE ACTION TO APPROVE CONTRACT WITH MARY O BERRY FOR COURT REPORTER SERVICES UNDER OLS GRANT.**
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING:
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.**

GRANT FUNDED-CONTRACT AGREEMENT
Grant Name OPERATION LONE STAR Grant #4376304
Grant Period: September 1, 2026 – August 31, 2027

NAME: MARY ORALIA BERRY

ADDRESS: 14807 IRON LIEGE SAN ANTONIO, TX 78248

TELEPHONE: (210)687-5928

SOCIAL SECURITY NUMBER: (Last 4 #s) XXX-XX-6480

DRIVER'S LICENSE NUMBER: 08441568

SERVICES: COURT REPORTER

DEPARTMENT: MAVERICK COUNTY COURT

PAYMENT: $600 PER COURT SETTING

CONTRACT TERM: 9/1/2026 - 8/31/2027

JOB DESCRIPTION: RESPONSIBLE FOR THE RECORDING OF COURT PROCEEDINGS VIA ZOOM WITH STENOGRAPHY EQUIPMENT SUCH AS BENCH TRIALS, HEARINGS AND APPEALS, AND PERFORMS RELATED DUTIES AS REQUIRED.

This position is a **GRANT FUNDED- CONTRACTED POSITION.** Maverick County reserves the right to terminate this contracted position at any time before or after the expiration of the Operation Lone Star Grant. The performance of contracted services does not include any benefits as outlined in the Maverick County Employee Handbook. The performance of contracted services does not include merit or longevity pay.

By signing this agreement, all prior agreements and/or contracts pertaining to this grant are superseded and deemed to be null and void.

SERVICE PROVIDER SIGNATURE: Mary Oralia Berry **DATE: 8/14/26**

MAVERICK COUNTY SIGNATURE: **DATE: 8/14/26**



REGULAR ITEMS

14

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Discussion and possible action regarding a resolution authorizing discussions and negotiations with the City of Eagle Pass, the Joint Emergency Operations Center, and Maverick County Water Control and Improvement District No. 1 concerning interlocal and cooperative agreements for the implementation, operation, and maintenance of the Maverick County Flood Warning System under Senate Bill 3.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Enacted by the 89th Texas Legislature, Second Called Session, Senate Bill 3 establishes requirements for installing, operating, and maintaining outdoor warning siren systems in designated flash flood-prone areas through the Texas Water Development Board (TWDB). Maverick County is actively advancing a comprehensive countywide flood warning system that incorporates outdoor warning sirens, flood and rainfall gauges, communications infrastructure, and emergency notification capabilities. To ensure a sustainable, coordinated regional approach, formal collaboration is required with key local partners—specifically the City of Eagle Pass, the Joint Emergency Operations Center (JEOC), and Maverick County Water Control and Improvement District No. 1 (MCWCID #1). This resolution grants authorization to initiate formal interlocal negotiations pursuant to Chapter 791 of the Texas Government Code. These discussions will establish clear responsibilities regarding ownership, site access, monitoring thresholds, activation protocols, maintenance, data sharing, and long-term cost allocations without binding the County to a final agreement at this stage.

COST:	BUDGETED LINE ITEM:
N/A	N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Recommend approval of the resolution authorizing discussions and negotiations with the City of Eagle Pass, the Joint Emergency Operations Center, and Maverick County Water Control and Improvement District No. 1. Establishing these formal interlocal frameworks is a vital prerequisite to securing and implementing state flood warning grants under Senate Bill 3 while ensuring shared operational clarity across local agencies.

AGENDA ITEM SPONSOR COMMENTS:

Pending review.

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

SB3 Outdoor Warning Sirens Project Plan (Preliminary Document)

SUGGESTED MOTION:

Move to approve the resolution authorizing the grant administrator and Streamline Engineering to initiate discussions and negotiations with the City of Eagle Pass, the Joint Emergency Operations Center, and Maverick County Water Control and Improvement District No. 1 regarding interlocal and cooperative agreements for the Maverick County Flood Warning System.

A RESOLUTION OF THE COMMISSIONERS COURT OF MAVERICK COUNTY, TEXAS, AUTHORIZING DISCUSSIONS AND NEGOTIATIONS WITH THE CITY OF EAGLE PASS, THE JOINT EMERGENCY OPERATIONS CENTER, AND MAVERICK COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 REGARDING INTERLOCAL AND COOPERATIVE AGREEMENTS FOR IMPLEMENTATION, OPERATION, AND MAINTENANCE OF THE MAVERICK COUNTY FLOOD WARNING SYSTEM UNDER SENATE BILL 3

WHEREAS, Senate Bill 3, enacted by the 89th Texas Legislature, Second Called Session, establishes requirements related to the installation, operation, and maintenance of outdoor warning siren systems in designated flash flood-prone areas and provides for implementation through the Texas Water Development Board ("TWDB"); and

WHEREAS, Maverick County is advancing planning and implementation of a countywide flood warning system that may include outdoor warning sirens, flood and rainfall gauges, communications infrastructure, monitoring systems, emergency notification capabilities, and other equipment necessary for effective flood warning and emergency response; and

WHEREAS, implementation of the system will require coordination among Maverick County and other governmental entities with jurisdiction, facilities, personnel, emergency management responsibilities, or other resources within the proposed service area; and

WHEREAS, the City of Eagle Pass, the Joint Emergency Operations Center, and Maverick County Water Control and Improvement District No. 1 are important partners in the implementation and long-term operation of the proposed system; and

WHEREAS, the Commissioners Court finds that establishing clear responsibilities for ownership, installation, access, communications, monitoring, activation, testing, maintenance, repair, data sharing, emergency response, and long-term operation of the system is necessary to provide a reliable and sustainable flood warning program; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to enter into interlocal agreements to improve the efficiency and effectiveness of governmental functions and services;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF MAVERICK COUNTY, TEXAS, THAT:

SECTION 1. AUTHORIZATION TO NEGOTIATE

The Commissioners Court hereby authorizes the County Judge, County staff, legal counsel, emergency management personnel, and the County's authorized engineering and technical consultants to initiate discussions and negotiations with:

1. **City of Eagle Pass;**
2. **Joint Emergency Operations Center; and**
3. **Maverick County Water Control and Improvement District No. 1;**

for the development of appropriate interlocal agreements, memoranda of understanding, operating agreements, or other cooperative agreements necessary to implement the Maverick County flood warning system.

SECTION 2. SCOPE OF AGREEMENTS

The proposed agreements may address, as applicable:

- Ownership and installation of outdoor warning sirens, flood gauges, rainfall gauges, communications equipment, and related infrastructure;
- Site access, easements, rights-of-entry, power, communications, and other requirements necessary for installation and continued operation;
- Monitoring of rainfall, stream stage, flood conditions, equipment status, and other warning-system information;
- Data sharing and communications between participating entities;
- Establishment of warning thresholds, notification procedures, and emergency activation protocols;
- Roles and responsibilities of the Joint Emergency Operations Center and participating emergency management agencies;
- Procedures and authority for activation of outdoor warning sirens and dissemination of emergency notifications;
- Routine inspection, testing, preventative maintenance, repair, and replacement of equipment;
- Documentation and recordkeeping associated with system testing, activation, maintenance, and performance;
- Allocation of long-term operation and maintenance responsibilities and associated costs;
- Coordination of system upgrades, expansion, and replacement;

- Training of personnel responsible for monitoring, activation, testing, and maintenance;
- Continuity of operations, backup communications, and backup power;
- Compliance with applicable TWDB requirements and guidance; and
- Other provisions necessary for reliable implementation and long-term operation of the system.

SECTION 3. NO FINAL AGREEMENT AUTHORIZED

This Resolution authorizes discussions and negotiations only and does not authorize the execution of a final interlocal agreement, memorandum of understanding, or other binding agreement.

Any proposed final agreement requiring approval of the Commissioners Court shall be presented to the Commissioners Court for consideration and approval at a future meeting.

SECTION 4. INTENT

It is the intent of the Commissioners Court to develop a coordinated regional approach to flood warning that utilizes the capabilities and resources of Maverick County, the City of Eagle Pass, the Joint Emergency Operations Center, Maverick County Water Control and Improvement District No. 1, and other appropriate partners to establish a reliable and sustainable system for protecting life and improving emergency response throughout Maverick County.

SECTION 5. EFFECTIVE DATE

This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the Commissioners Court of Maverick County, Texas, on this _____ day of _____, 2026.

MAVERICK COUNTY, TEXAS

By: _____

County Judge

ATTEST:

_____
County Clerk



REGULAR ITEMS

15

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to pay Streamline Engineering, LLC Invoice #1522 for services rendered for the Maverick County Flood Early Warning System Grant (SB3).

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County has been working with Streamline Engineering, LLC on the planning phase of SB3 Early Warning System Grant. The payment of the invoice will be paid from advance payment sent to Maverick County by the Texas Water Development Board.

COST:	BUDGETED LINE ITEM:
$92,430	Professional Services - SB3

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

It is the recommendation of the grants department to issue payment for invoice #1522. Grants department will proceed to submit documentation to justify costs with the TWDB and seek second advance payment for future invoices.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Invoice #1522 and approved purchase order #255738.

SUGGESTED MOTION:

Motion to issue payment to Streamline Engineering, LLC for invoice #1522.

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

Streamline Engineering, LLC
1000 Central Parkway North Suite 265
San Antonio, TX 78232, United States
astanton@streamline-eng.com
streamline-eng.com

INVOICE

INVOICE DATE: 7/9/2026
INVOICE NO: 1522

Isaak Ruiz
Maverick County

26-217 - Maverick County Flood Early Warning System

Managed By: Jonathan Carey

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
26-217 - Maverick County Flood Early Warning System	$349,720.00	26.43	$92,430.00	$0.00	$92,430.00
TOTAL	**$349,720.00**		**$92,430.00**	**$0.00**	**$92,430.00**

SUBTOTAL	**$92,430.00**
AMOUNT DUE THIS INVOICE	**$92,430.00**

This invoice is due on 8/8/2026

ACCOUNT SUMMARY

INVOICED TO DATE	PAID TO DATE	BALANCE DUE
$92,430.00	$0.00	$92,430.00

Core Standard Invoice Copyright © 2026 BQE Software

Streamline Engineering, LLC
1000 Central Parkway North Suite 265
San Antonio, TX 78232, United States
astanton@streamline-eng.com
streamline-eng.com

INVOICE

Isaak Ruiz
Maverick County

INVOICE DATE: 7/9/2026
INVOICE NO: 1522
BILLING THROUGH: 6/30/2026

Please note our remittance address for all check payments is:

1000 Central Parkway North, Suite 265

San Antonio, TX 78232

We also accept both ACH and wire payments.

RBFCU

P.O. Box 2097, Universal City, Texas 78148-2097

Routing: 314089681

ACH Routing: 314089681

Account: 240110125

Core Standard Invoice Copyright © 2026 BQE Software

Streamline Engineering, LLC
1000 Central Parkway North Suite 265
San Antonio, TX 78232, United States
astanton@streamline-eng.com
streamline-eng.com

INVOICE

INVOICE DATE: 7/9/2026
INVOICE NO: 1522

Isaak Ruiz
Maverick County

26-217 - Maverick County Flood Early Warning System

Managed By: Jonathan Carey

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
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TOTAL	**$349,720.00**		**$92,430.00**	**$0.00**	**$92,430.00**

SUBTOTAL	**$92,430.00**
AMOUNT DUE THIS INVOICE	**$92,430.00**

This invoice is due on 8/8/2026

ACCOUNT SUMMARY

INVOICED TO DATE	PAID TO DATE	BALANCE DUE
$92,430.00	$0.00	$92,430.00

Core Standard Invoice Copyright © 2026 BQE Software

Streamline Engineering, LLC
1000 Central Parkway North Suite 265
San Antonio, TX 78232, United States
astanton@streamline-eng.com
streamline-eng.com

INVOICE

Isaak Ruiz
Maverick County

INVOICE DATE: 7/9/2026
INVOICE NO: 1522
BILLING THROUGH: 6/30/2026

Please note our remittance address for all check payments is:

1000 Central Parkway North, Suite 265

San Antonio, TX 78232

We also accept both ACH and wire payments.

RBFCU

P.O. Box 2097, Universal City, Texas 78148-2097

Routing: 314089681

ACH Routing: 314089681

Account: 240110125

Core Standard Invoice Copyright © 2026 BQE Software

MAVERICK COUNTY

370 N. Monroe St., Suite 1
Eagle Pass, Texas 78852
Phone (830) 773-3708
Fax (830) 773-4749

PURCHASE ORDER
No. 255738

DATE
4/21/26

VENDOR
Streamline Engineering, LLC

V# 9753

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDANCE.

ACCOUNT NUMBER	DESCRIPTION	QTY.	UNIT COST	AMOUNT
				~~$349,720~~
470-04127-971	Flood Early Warning Systems Planning Services Phase 1			$92,430.00
				Tbo
	Note: Funding Advance Approved by TWDB, reserve recognized by Commissioner Court $92,430 on 6/24/26.			
	The total contract amount is for $349,720.			
JUSTIFICATION:	5B3 Funding (No match)			
No Sales Tax ____ Quote ____ Budget ____	Invoice # ____		TOTAL →	Tbo ~~$349,720~~ $92,430.00

RECEIVED
JUN 29 2026
Maverick County Judge's Office

RECEIVED
JUL 02 2026
AUDITOR'S OFFICE

TERMS & CONDITIONS

1. The invoice must include purchase order number.
2. The purchase order must have all three signatures before making a purchase.
3. All items are subject to inspect on upon delivery. Rejected items will be returned at vendor's expense.
4. Vendor must request copy of purchase order by fax, e-mail or hand delivered.
5. No payment will be made if the invoice does not have a purchase order number.
6. This purchase order must be shown by vendor on all related invoices, bills of lading, packages or correspondence.
7. County payment terms are 30 days of date of invoice

NOTE: MAVERICK COUNTY is exempt from the following taxes: 1. The State of Texas Limited Sales Tax; 2. Manufactures Federal Excise Tax by Registration **No. 1-74-6000702-8**

DEPARTMENT HEAD	
COUNTY AUDITOR	7-7-26
COUNTY JUDGE	

WHITE - VENDOR CANARY - COUNTY AUDITOR PINK - COPY

MAVERICK COUNTY

370 N. Monroe St., Suite 1
Eagle Pass, Texas 78852
Phone (830) 773-3708
Fax (830) 773-4749

PURCHASE ORDER
No. 255738

DATE
4/21/26

VENDOR
Streamline Engineering, LLC
VH 9753

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDANCE.

ACCOUNT NUMBER	DESCRIPTION	QTY.	UNIT COST	AMOUNT
				~~$349,720~~
470-04137-971	Flood Early Warning Systems Planning Services Phase 1			$97,430.
				Tax
	Note: Funding Advance Approved by TWDB reserve reorganized by Commissioners Court $97,430 on 6/24/26.			
	The total adjusted amount is $349,720.			

RECEIVED
JUN 29 2026
Maverick County Judge's Office

RECEIVED
JUL 02 2026
AUDITOR'S OFFICE

JUSTIFICATION: SB 3 Funding (No match)

No Sales Tax ____
Quote ____
Budget ____

Invoice # _____

TOTAL → ~~$349,720~~ $97,430.00

TERMS & CONDITIONS

1. The invoice must include purchase order number.
2. The purchase order must have all three signatures before making a purchase.
3. All items are subject to inspect on upon delivery. Rejected items will be returned at vendor's expense.
4. Vendor must request copy of purchase order by fax, e-mail or hand delivered.
5. No payment will be made if the invoice does not have a purchase order number.
6. This purchase order must be shown by vendor on all related invoices, bills of lading, packages or correspondence.
7. County payment terms are 30 days of date of invoice

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DEPARTMENT HEAD

COUNTY AUDITOR 4-7-26

COUNTY JUDGE

WHITE - VENDOR CANARY - COUNTY AUDITOR PINK - COPY



REGULAR ITEMS

16

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to authorize Maverick County Judge to execute a letter to the Texas Department of Agriculture (TDA) initiating the termination of CFC-24-0100 Venesa Street Improvements Project.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Due to Maverick County unforeseen financial hardship, it has been suggested that we request the termination of the Venesa Street Project.

COST:	BUDGETED LINE ITEM:
$0	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation would be to attempt to continue the project due to the seriousness of the street and flooding issues in the area. Although this is my recommendation, it is understood doing so may not be feasible because of the extreme financial constraints Maverick County is currently facing. The termination of the project does not penalize us for future grant funding.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Email from TDA and a letter drafted for the County Judge.

SUGGESTED MOTION:

Motion to authorize Maverick County Judge to execute a letter to the Texas Department of Agriculture (TDA) initiating the termination of CFC- 24-0100 Venesa Street Improvements Project.

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

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

August 13, 2026

Texas Department of Agriculture
Community Development Block Grant Program

Re: Termination of TxCDBG Agreement #CFC24-0100 – Venesa Street Improvement Project

To whom it may concern,

Maverick County regrets to inform the Texas Department of Agriculture that Maverick County must terminate TxCDBG Agreement #CFC24-0100 for the Venesa Street Improvement Project.

Since the grant was awarded, the county has faced a series of unforeseen financial pressures that we did not anticipate at the time of acceptance. Maverick County is self-funded with respect to insurance, and as a result, we have had to absorb a significant amount of insurance claim costs directly through our own budget rather than through a third-party carrier. In addition, the cost of fire and EMS services, which are provided to our residents through an arrangement with the City of Eagle Pass since the county does not operate its own fire or EMS department, has increased substantially. Taken together, these two factors have placed considerable and unanticipated strain on the county's finances.

Given these circumstances, the county is currently operating under a constrained budget and is in the process of evaluating cuts across multiple departments in order to remain financially stable. As a result, we are not in a position to front project expenditures and await reimbursement, as doing so would risk compromising payroll and other essential county obligations.

We want to be fully transparent with your office about these circumstances, and we are happy to provide any additional documentation or information that would assist in your review of this matter. Thank you for your understanding and continued support. Please do not hesitate to contact us with any questions.

_____

Rolando Jasso
Maverick County Judge

Outlook

RE: Maverick County CFC24-0100 Mid-Point Progress Report

From Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Date Mon 2026-07-13 10:57 AM
To Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc Pablo Garcia <executive.asst@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Matthew Lloyd Grove <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>

Hello Isaak,

In order to request termination for this agreement a formal letter from the county will need to be submitted to TDA. In the letter, please include the circumstances mentioned previously and state clearly that due to these circumstances the county would like to request the agreement be terminated.

You may submit the letter to me in pdf format and please ensure it is written on county letter head and is signed by the judge. Since no funds were disbursed for this agreement no other action aside from this formal letter is needed.

Thank you,

Krystal Loera
TxCDBG Grant Coordinator
Civil Rights Subject Matter Expert
Office: 512-936-6709 | Fax: 888-216-9867

For information about the TxCDBG program: www.texasagriculture.gov/cdbg.
For assistance with TDA-GO, click HERE.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

From: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Sent: Monday, July 13, 2026 10:28 AM
To: Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Cc: Pablo Garcia <executive.asst@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Matthew Lloyd Grove <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>
Subject: Re: Maverick County CFC24-0100 Mid-Point Progress Report

I believe so Krystal, can you please instruct me on how I need to go about the process.

Isaak T. Ruiz
Grant Administrator
Maverick County
Mobile: (830) 968-0344
Email: isaakruiz@co.maverick.tx.us

From: Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Sent: Monday, July 13, 2026 10:05 AM
To: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc: Pablo Garcia <executive.asst@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Matthew Lloyd Grove <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>
Subject: RE: Maverick County CFC24-0100 Mid-Point Progress Report

Thank you for this information, Isaak. Will the county be requesting termination for this agreement?

Thank you,

Krystal Loera
TxCDBG Grant Coordinator
Civil Rights Subject Matter Expert
Office: 512-936-6709 | Fax: 888-216-9867

For information about the TxCDBG program: www.texasagriculture.gov/cdbg.
For assistance with TDA-GO, click HERE.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

From: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Sent: Monday, July 13, 2026 9:39 AM
To: Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Cc: Pablo Garcia <executive.asst@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Matthew Lloyd Grove <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>
Subject: Re: Maverick County CFC24-0100 Mid-Point Progress Report

Good morning Krystal,

Since this grant was awarded, Maverick County has faced a series of unforeseen financial pressures that have significantly impacted our budget. The county incurred insurance claim costs of nearly $900,000, along with an increase of over $1 million in fire and EMS service costs billed by the City of Eagle Pass. These combined expenses have created a substantial and unanticipated strain on county finances.

As a result, the county is currently operating under a tight budget and is in the process of proposing cuts across departments simply to remain financially stable. Given these constraints, the county does not have the available cash flow to front project expenditures and wait for reimbursement. As doing so would risk impacting payroll and other essential county obligations.

We wanted to be transparent about these circumstances and are happy to provide any additional documentation or information that would be helpful in reviewing this matter further.

Thank you for your understanding, and please don't hesitate to reach out with any questions.

Isaak T. Ruiz
Grant Administrator
Maverick County
Mobile: (830) 968-0344
Email: isaakruiz@co.maverick.tx.us

From: Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Sent: Friday, July 10, 2026 10:30 AM
To: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc: Pablo Garcia <executive.asst@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Matthew Lloyd Grove <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>
Subject: RE: Maverick County CFC24-0100 Mid-Point Progress Report

Hello Isaak,

This grant was awarded at $1,000,000 with no match commitment required from the county. Can you please provide some additional information on how the county determined that there is a lack of funding for this project?

Thank you,

Krystal Loera

TxCDBG Grant Coordinator

Civil Rights Subject Matter Expert

Office: 512-936-6709 | Fax: 888-216-9867

For information about the TxCDBG program: www.texasagriculture.gov/cdbg.

For assistance with TDA-GO, click HERE.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

From: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Sent: Tuesday, July 7, 2026 9:19 PM
To: Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Cc: Pablo Garcia <executive.asst@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Matthew Lloyd Grove <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>
Subject: Re: Maverick County CFC24-0100 Mid-Point Progress Report
Importance: High

Thank you for the follow up Krystal,

The item did go before commissioner court in our last meeting. We were directed by commissioner court to discuss the situation with our legal counsel and the auditors office but it seems that we may be leaning towards not completing the project due to lack of funding. I will further discuss the situation with them in these next few days and follow up with you on formal process either to move forward or move towards terminating the project.

Again thank you for the follow up and I will reach out soon.

Isaak T. Ruiz

Grant Administrator

Maverick County

Mobile: (830) 968-0344

Email: isaakruiz@co.maverick.tx.us

From: Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Sent: Tuesday, July 7, 2026 11:27 AM
To: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc: Pablo Garcia <executive.asst@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>
Subject: RE: Maverick County CFC24-0100 Mid-Point Progress Report

Some people who received this message don't often get email from krystal.loera@texasagriculture.gov. Learn why this is important

Hello Isaak,

I am following up on this mid-point report to see if there have been any developments. Please enter information to the MSR as actions occur and once an award has been made the county may use the attached document in lieu of waiting for the next commissioner's court meeting.

Please note that after the mid-point due date of 7/9/2026 the agreement will be subject to special conditions related to construction and possible grant termination.

Thank you,

Krystal Loera

TxCDBG Grant Coordinator

Civil Rights Subject Matter Expert

Office: 512-936-6709 | Fax: 888-216-9867

For information about the TxCDBG program: www.texasagriculture.gov/cdbg.

For assistance with TDA-GO, click HERE.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

From: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Sent: Monday, May 11, 2026 2:05 PM
To: Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Cc: Pablo Garcia <executive.asst@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>
Subject: Re: Maverick County CFC24-0100 Mid-Point Progress Report

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Thank you, we are currently working on this report.

Isaak T. Ruiz

Grant Administrator

Maverick County

(830) 968-0344

From: Krystal Loera <Krystal.Loera@TexasAgriculture.gov>
Sent: Monday, May 11, 2026 2:02:43 PM
To: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Subject: Maverick County CFC24-0100 Mid-Point Progress Report

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Hello Isaak,

Group B for this agreement was due on 2/1/2026 and the associated MSR-01, Acquisition Performance Report, and Group B Performance Report are still in process in TDA-GO. The Mid-Point Report is due on 5/16/2026 and all Group B documents and reports are due on 7/9/2026. Grant agreements that at not able to award construction by 7/9/2026 may be subject to addition Special Conditions or Grant Termination. Please complete the Mid-Point Report at your earliest convenience.



Thank you,

Krystal Loera

TxCDBG Grant Coordinator

Civil Rights Subject Matter Expert

Office: 512-936-6709 | Fax: 888-216-9867

For information about the TxCDBG program: www.texasagriculture.gov/cdbg.

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TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

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REGULAR ITEMS

17

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to discuss reimbursement on the bond purchased by Alvin E. Stock Contractors LLC for the Hydropneumatic Water Pump Project at El Indio, Texas.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County received a grant award for a Hydropneumatic Water Pump as part of a Texas Department of Agriculture Grant Colonias Project. The Project was terminated due to lack of funding after the cost of the project increased. Alvin E. Stock LLC had purchased a bond for the project as the contractors of the project.

COST:	BUDGETED LINE ITEM:
$0	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation would be to reimburse the contractors for the cost of the bond for the project that was terminated.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Email and Invoice

SUGGESTED MOTION:

Motion to authorize reimbursement payment to Alvin E. Stock Contractors LLC.

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

Alvin E. Stock Contractor, LLC
P.O. Box 2512
Eagle Pass, TX 78853-2512

(830) 773-2291

Invoice: 705

Sold to

MAVERICK COUNTY
500 QUARRY STREET
EAGLE PASS, TX 78852

Ship to

El Indio Hydropneumatic Tank
El Indio
El Indio, TX 78860

Account	P.O. Num	Ship Via	Ship Date	Terms	Invoice Date	Page
MAVCO				Net 30	6/30/26	1

Item	Quantity	Description	Unit Price	Extended Price
1	1	Payment and Performance Bond for El Indio Hydropneumatic Tank See Attached Evolution Insurance Invoice 3701	6,920.00	6,920.00

Subtotal	6,920.00
Total	$6,920.00

EVOLUTION INSURANCE PARTNERS

CAA Combined Agents of America, LLC

Evolution Insurance Partners
P O Box 310508
New Braunfels TX 78131
Phone: (210) 377-3522

Alvin E Stock Contractors LLC - Surety Account
PO Box 2512
Eagle Pass, TX 78853-2512

Invoice # 3701	Page 1 of 1
Account Number	Date
ALVIEST-02	11/4/2025
BALANCE DUE ON	
AMOUNT PAID	Amount Due
11/4/2025	$6,920.00

Payment can be made online at

https://evo.appliedpay.com/

Bonds PolicyNumber: 87C239630 Effective: 11/3/2025 to 11/3/2026

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
36259	11/3/2025	11/4/2025	NEWB	Maverick County El Indio Hydropneumatic Tank	$6,920.00

Total Invoice Balance: **$6,920.00**

↳ Pmt / Perform. Bond
22/25. El Indio. Hydro.

11-12-25

Check Date: 11-12-25
Check # : 16715.
Jobsite : #22/25.

Outlook

Re: El Indio Plans, Specifications, Precon Notes

From Matthew Stock <mas@alvinestockllc.com>
Date Mon 2026-08-03 8:28 AM
To Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc Genesis Stock <ghs@alvinestockllc.com>; Raul Garcia Jr <rgarciajr@garciawright.com>; Jaime R. Kypuros, Jr. <jaime.kypuros@tetratech.com>; Jorge Flores <jflores@epwaterworks.org>; msanchez <msanchez@epwaterworks.org>; jbarrera <jbarrera@epwaterworks.org>; Karina Aguirre <karina.aguirre@mrgdc.org>; Raul Diaz <raul.diaz@mrgdc.org>; auditor <auditor@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Esther Rodriguez <mer@alvinestockllc.com>

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Good morning

Where are we at with the request from the email below? What did the auditor's office tell you? This has been hanging out for over a month. Please advise.

Thank you,
Matthew Stock

On Fri, Jul 10, 2026 at 1:12 PM Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:

> Thank you for following up. I have forwarded this to the auditor's office. Let me see if I can follow up with them and see what direction they give us. Thanks.
>
> **Isaak T. Ruiz**
> **Grant Administrator**
> **Maverick County**
> Mobile: (830) 968-0344
> **Email: isaakruiz@co.maverick.tx.us**
>
> ---
>
> **From:** Genesis Stock <ghs@alvinestockllc.com>
> **Sent:** Thursday, July 9, 2026 9:38 AM
> **To:** Isaak Ruiz <isaakruiz@co.maverick.tx.us>
> **Cc:** Matthew Stock <mas@alvinestockllc.com>; Raul Garcia Jr <rgarciajr@garciawright.com>; Jaime R. Kypuros, Jr. <jaime.kypuros@tetratech.com>; Jorge Flores <jflores@epwaterworks.org>; msanchez <msanchez@epwaterworks.org>; jbarrera <jbarrera@epwaterworks.org>; Karina Aguirre <karina.aguirre@mrgdc.org>; Raul Diaz <raul.diaz@mrgdc.org>; auditor <auditor@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Esther Rodriguez <mer@alvinestockllc.com>
> **Subject:** Re: El Indio Plans, Specifications, Precon Notes
>
> **Caution:** This is an external email that includes a suspicious subject or content. Please use caution when clicking links or opening attachments. When in doubt, contact your IT

Department.

Good Morning,

I'm following up to see if we could have the original bonds returned to us? Our bonding company is requesting them.

Thank you,

Genesis Stock

Alvin E. Stock Contractor, LLC

Office Manager

P.O. BOX 2512

Eagle Pass, TX 78853-2512

Ph: (830)773-2291

Fax: (830)773-2138

Cell: (512)964-0807

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On Tue, Jun 30, 2026 at 3:23 PM Genesis Stock <ghs@alvinestockllc.com> wrote:

> Good afternoon,
>
> Attached is our invoice for reimbursement for the payment and performance bonds. I've included a copy of the invoice we paid for your reference. Also, per our bonding agent, please return the original bonds so I can forward them to the bonding company.
>
> Thank you,
>
> Genesis Stock
>
> Alvin E. Stock Contractor, LLC
>
> Office Manager
>
> P.O. BOX 2512
>
> Eagle Pass, TX 78853-2512
>
> Ph: (830)773-2291
>
> Fax: (830)773-2138

Cell: (512)964-0807

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On Tue, Jun 30, 2026 at 1:12 PM Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:

> Good afternoon Mr. Stock,
>
> Unfortunately, the project was terminated by TDA. I apologize on behalf of the county for no one reaching out to you. Please send me any costs incurred as a result of the project through an invoice and I will try to see what the county can do to pay your efforts. Thank you.
>
> Isaak T. Ruiz
> Grant Administrator
> Maverick County
> (830) 968-0344
>
> ---
>
> **From:** Matthew Stock <mas@alvinestockllc.com>
> **Sent:** Tuesday, 30 June 2026 13:05:57
> **To:** Isaak Ruiz <isaakruiz@co.maverick.tx.us>
> **Cc:** Raul Garcia Jr <rgarciajr@garciawright.com>; Jaime R. Kypuros, Jr. <jaime.kypuros@tetratech.com>; Jorge Flores <jflores@epwaterworks.org>; msanchez <msanchez@epwaterworks.org>; jbarrera <jbarrera@epwaterworks.org>; Karina Aguirre <karina.aguirre@mrgdc.org>; Raul Diaz <raul.diaz@mrgdc.org>; Genesis Stock <ghs@alvinestockllc.com>
> **Subject:** Re: El Indio Plans, Specifications, Precon Notes
>
> Good afternoon Isaak
>
> I'm reaching out to get a handle on where we're at with the El Indio booster plant project. This has been hanging out for months. I need to know whether this project is or is not going to happen, and I need to be reimbursed for the bond that was purchased for this project. Please let me know the project's status and the timeframe for either completing this project or cancelling it.
>
> Thank you,
> Matthew Stock
> Alvin E Stock Contractors
>
> On Mon, Dec 29, 2025 at 9:48 AM Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:
>
> > Good morning All,
> >
> > Hope everyone are enjoying the holiday season.

We just wanted to follow up with the review process. If EPWW could provide a status, we would greatly appreciate it.

Thank you for your assistance in this project.

Isaak T. Ruiz
Grant Administrator
Maverick County
(830) 968-0344

From: Raul Garcia Jr <rgarciajr@garciawright.com>
Sent: Monday, December 22, 2025 10:52:43 AM
To: Jaime R. Kypuros, Jr. <jaime.kypuros@tetratech.com>; Jorge Flores <jflores@epwaterworks.org>; msanchez <msanchez@epwaterworks.org>; jbarrera <jbarrera@epwaterworks.org>
Cc: Isaak Ruiz <isaakruiz@co.maverick.tx.us>; msanchez <msanchez@epwaterworks.org>; jbarrera <jbarrera@epwaterworks.org>; Karina Aguirre <karina.aguirre@mrgdc.org>; Raul Diaz <raul.diaz@mrgdc.org>; Matthew Stock <mas@alvinestockllc.com>; Genesis Stock <ghs@alvinestockllc.com>
Subject: El Indio Plans, Specifications, Precon Notes

Good morning,

As per our zoom meeting this morning, attached are the plans and specifications for your review and comment.

I will forward the submittals to the group as soon as I receive them.

Please let me know if you should have any questions.

Thank you,

JR

Raul H. Garcia, Jr., PE (J.R.)

Garcia & Wright Consulting Engineers, Inc.

(210) 349 – 5253

From: Raul Garcia Jr
Sent: Thursday, December 18, 2025 5:13 PM
To: 'Matthew Stock' <mas@alvinestockllc.com>; Raul Diaz <raul.diaz@mrgdc.org>
Cc: Isaak Ruiz <isaakruiz@co.maverick.tx.us>; msanchez <msanchez@epwaterworks.org>; jbarrera <jbarrera@epwaterworks.org>; Genesis Stock <ghs@alvinestockllc.com>; Karina Aguirre <karina.aguirre@mrgdc.org>; Kypuros, Jaime <jaime.kypuros@tetratech.com>; Raul Garcia Jr <rgarciajr@garciawright.com>
Subject: RE: Maverick County Hydrpneumatic Tank Zoom Meeting Request

Raul Garcia, Jr. (J.R.) is inviting you to a scheduled Zoom meeting.

Topic: Maverick County - Hydropneumatic Tank Project Construction Discussion

Time: Dec 22, 2025 09:30 AM Central Time (US and Canada)

Join Zoom Meeting

https://us05web.zoom.us/j/84565402606?pwd=oOhQTrXtMRaWKDhtQ22qtciR94Qzcq.1

Meeting ID: 845 6540 2606

Passcode: txpdZ0

Raul H. Garcia, Jr., PE (J.R.)

Garcia & Wright Consulting Engineers, Inc.

(210) 349 – 5253

From: Matthew Stock <mas@alvinestockllc.com>
Sent: Thursday, December 18, 2025 5:04 PM
To: Raul Diaz <raul.diaz@mrgdc.org>
Cc: Isaak Ruiz <isaakruiz@co.maverick.tx.us>; Raul Garcia Jr <rgarciajr@garciawright.com>; msanchez <msanchez@epwaterworks.org>; jbarrera <jbarrera@epwaterworks.org>; Genesis Stock <ghs@alvinestockllc.com>; Karina Aguirre <karina.aguirre@mrgdc.org>; Kypuros, Jaime

<jaime.kypuros@tetratech.com>
Subject: Re: Maverick County Hydrpneumatic Tank Zoom Meeting Request

We're good with Monday at 9:30AM.

Thank you,

Matthew Stock

Alvin E Stock Contractors

On Wed, Dec 17, 2025 at 6:35 PM Raul Diaz <raul.diaz@mrgdc.org> wrote:

> Hi everyone,
>
> Karina Aguirre and I are flexible and will make time for whatever date and time works best for the group.
>
> So Monday, 9:30 am?
>
> Central Time - Chicago (GMT-06:00)
>
> Mon, December 22
>
> 9:30 – 10:00 AM
>
> View in Calendar
>
> Best regards,
> Raul

On Wed, Dec 17, 2025 at 4:43 PM Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:

> I will make time on whatever date and time is decided upon.

From: Raul Garcia Jr <rgarciajr@garciawright.com>
Date: Wednesday, December 17, 2025 at 3:52 PM
To: msanchez <msanchez@epwaterworks.org>, jbarrera <jbarrera@epwaterworks.org>, Matthew Stock <mas@alvinestockllc.com>, Genesis Stock <ghs@alvinestockllc.com>
Cc: Isaak Ruiz <isaakruiz@co.maverick.tx.us>, Raul Diaz <raul.diaz@mrgdc.org>, Karina Aguirre <karina.aguirre@mrgdc.org>, Kypuros, Jaime <jaime.kypuros@tetratech.com>
Subject: Maverick County Hydrpneumatic Tank Zoom Meeting Request

Good afternoon,

We would like to schedule a zoom meeting to discuss the above referenced project. The contractor for this project will be Alvin E Stock, LLC.

Please let me know your availability next to have a zoom meeting, preferably Monday or Tuesday.

Thank you,

Raul H. Garcia, Jr., PE (J.R.)

Garcia & Wright Consulting Engineers, Inc.

407 W. Rhapsody

San Antonio, Tx 78216

(210) 349 – 5253

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--

Raul Diaz

Planning/Operations Director

MIDDLE RIO GRANDE DEVELOPMENT COUNCIL

Phone: 830-876-3533 ext. 1235

Email: raul.diaz@mrgdc.org

307 W Nopal Street

Carrizo Springs, TX 78834

www.mrgdc.org

--

Thank you,

Matthew Stock

Alvin E. Stock Contractors, LLC- Eagle Pass, TX

Office: (830) 773-2291

Cell: (210) 289-6678

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>
> --
> Thank you,
> Matthew Stock
> Alvin E. Stock Contractors, LLC- Eagle Pass, TX
> Office: (830) 773-2291
> Cell: (210) 289-6678
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--
Thank you,
Matthew Stock
Alvin E. Stock Contractors, LLC- Eagle Pass, TX
Office: (830) 773-2291
Cell: (210) 289-6678



REGULAR ITEMS

18

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to approve a resolution for participation on the 2026 Indigent Defense Formula Grant Program.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County has been participating in the Indigent Defense Formula Grant Program with the Texas Indigent Defense Commission. This resolution is an annual renewal to continue to be funded and to participate. There is no match required for this funding.

COST:	BUDGETED LINE ITEM:
$0	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation would be to approve this resolution to continue to participate in the Texas Indigent Defense Commission Formula Grant.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Resolution

SUGGESTED MOTION:

Motion to approve the resolution for the TIDC Formula Grant Program.

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

2026 Maverick County Resolution
Indigent Defense 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 Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will 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 assures that the funds will be returned in full to the Texas Indigent Defense Commission.

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

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2026.

Rolando Jasso
County Judge

Attest:

County Clerk



REGULAR ITEMS

19

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take appropriate action to authorize the County Judge to execute a document requesting a six (6) month extension for Texas Indigent Defense Commission Grant No. SG-26-017 (Tri-County Public Defender Office).

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County received a grant award to establish a Public Defender's Office. The grant experienced a slight delay at the outset of the program. Accordingly, we are requesting a six (6) month extension to complete the grant program and fully expend the awarded grant funds.

COST:	BUDGETED LINE ITEM:
$0	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation is to execute the document to extend the grant program by the requested six (6) months. The amendment/request will not impact the grant budget.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

TIDC Budget Amendment Request

SUGGESTED MOTION:

Motion to authorize the County Judge to execute the Budget Amendment.

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

TIDC Grant Budget Adjustment Request

RE: FY2026 Budget Adjustment Request - Grant Number SG-26-017

Maverick County requests a budget adjustment for the Improvement Grant/Tri-County Public Defender Program. The details of the request are indicated in the table below:

Direct Costs	Current Approved Budget (From award statement)	Requested Line-Item Change (+ or – amount for each category)	Requested Adjusted Budget
1) Personnel			
2) Fringe Benefits			
3) Travel and Training			
4) Equipment			
5) Supplies & Direct Operating			
6) Contract Services			
7) Indirect Costs			
Total Proposed Costs			
Less Cash from Other Sources			
Total Amount Funded by Commission			

1. **Rationale for Adjustment – Explain in detail the proposed changes to the budget and why they are needed. Be specific and use statistics, if possible. Use as much space as necessary to fully explain why the changes are necessary. Attach more detailed "before and after" budget category breakout as needed to fully explain changes.**

   N/A

2. **Detail any proposed changes to the staffing model and why they are needed.**

   N/A

3. **Explain any proposed change in program Scope or Program Activities**

   Maverick County is requesting a 6 month extention to the FY26 Improvement Grant/Public Defender's Office due to the delayed start to the grant program.

_____ _____

Authorized Official Signature Date



REGULAR ITEMS

20

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to execute a contract with Rio Grande Public Defenders for a six month extension under the Texas Indigent Defense Commission Tri-County Public Defenders Office Grant Program.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County had a delayed start to the Texas Indigent Defense Commission (TIDC) Tri-County Public Defenders Office Grant Program. Representatives from the Auditor's Office and Grant Department met with TIDC Grant Director Mr. Colfax to discuss how Maverick County can ensure the entire amount of the grant funds awarded is expensed by the county. Mr. Colfax suggested extending the program by six months. An item was also submitted to request a six-month extension from TIDC.

COST:	BUDGETED LINE ITEM:
N/A	N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation would be to sign the extension with RGPD to mirror the six month extension of the grant program.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Drafted Contract.

SUGGESTED MOTION:

Motion to execute contract with RGPD for six month extension.

*****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

Originally executed May 27, 2026

This draft: Amended and Restated as of August 7, 2026

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 May 27, 2026, until March 31, 2027 (previously extended to February 28, 2027; originally set to expire September 30, 2026). This Agreement may be renewed on the same terms or mutually agreeable terms by signed agreement of both parties. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

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. TRGPD understands

and acknowledges that the funds available under this agreement are contingent upon grant funds provided by the TIDC. If grant funds are not provided by the TIDC or other grantor, this Agreement will immediately terminate on the denial of funding and there shall be no further obligations or liability of the County.

The Judicial Appointment of Counsel Plans for each participating county authorize the appointment of the Maverick County Regional Public Defender's Office for defendants 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. 26.04(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 the term of the contract.

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 with 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 for an appeal on an Operation Lone Star case per the 89th Texas Legislature's funding limitation.

4. Caseload Calculations.

TIDC grants require TIDC case guidelines are maintained and not exceeded. 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, 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 for an appeal on an Operation Lone Star case per the 89th Texas Legislature's 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 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 May 27, 2026, 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 that 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 receiving 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, Forty-Six Dollars ($1,522,046)** for the contract term (**May 27, 2026 – March 31, 2027***), reflecting the FY '26 Extension Budget (Director of Operations Reallocation, as further revised for the March 31, 2027 extension) set out in EXHIBIT A. [Original contract amount: $1,522,045 for fiscal year 2026 (May 27, 2026 – September 30, 2026); the contract was subsequently extended to February 28, 2027 and is now further extended to March 31, 2027. Total cost remains materially unchanged across each revision — funds are reallocated among line items rather than increased.]*

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 March 31, 2027, 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 Recordkeeping.

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.

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 and 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 the 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. 11.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 March 31, 2027.

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.

_____ Date: _____

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

_____ Date: _____

David Silberthau, Executive Director
Texas RioGrande Public Defender
466 Jefferson Street, Suite 3
Eagle Pass, Texas 78852

EXHIBIT A

Maverick RPD Budget — FY '26 Extension Budget (Director of Operations Reallocation, as further revised for the March 31, 2027 extension)

Contract Period: May 27, 2026 – March 31, 2027

This Exhibit A replaces the Exhibit A to the May 27, 2026 agreement in its entirety. It reflects the addition of a 50% FTE Director of Operations position (July 2026 – Feb 2027), funded by reducing the Chief Public Defender, Felony Public Defender 1, and Case Worker line items. It has since been further revised to extend the contract term to March 31, 2027: Managing Public Defender, Paralegal 1, and Investigator 1 are increased from 12 to 14 months of salary, funded by zeroing every severance line plus an additional cut to Felony Public Defender 1; Office Space, Office Utilities, and Investigator 2 are extended by the additional month, offset by a further cut to the still-vacant Case Worker line; and Fringe Benefits and Indirect are held fixed at their pre-March-2027 amounts. Total contract cost is unchanged from the prior budget.

Line Item	Category	FTE	Budgeted Amount (May 27, 2026 – Mar 31, 2027)	Notes
Director of Operations	Attorney	0.5	$84,583.33	*NEW line item. 50% FTE, budgeted for 7 months (July 2026 – Jan/Feb 2027) at the FY27 annual (50% FTE) rate of $145,000. Funded by reducing Chief Public Defender, Felony Public Defender 1, and Case Worker (all currently vacant).*
Chief Public Defender	Attorney	1	$80,990.00	*Reduced from 12 months to 7 months (July 2026 – Jan/Feb 2027); position remains vacant. Savings reallocated to fund Director of Operations.*
Severance			$0.00	*Zeroed to help fund the 14-month salary increases for Managing Public Defender, Paralegal 1, and Investigator 1.*
Managing Public Defender	Attorney	1	$145,833.33	*Increased from 12 months to 14 months of salary (contract extended to March 31, 2027); pro-rated from the $125,000 annual rate.*
Severance			$0.00	*Zeroed to help fund this position's own increase to 14 months of salary, along with Paralegal 1 and Investigator 1.*
Felony Public Defender 1	Attorney	1	$60,302.55	*Reduced from 9 months to 7 months (July 2026 – Jan/Feb 2027); position remains vacant. Savings reallocated to fund Director of Operations. An additional $5,614.12 cut from this line covers the remainder of the Managing PD / Paralegal 1 / Investigator 1 salary increase that zeroing severance did not fully cover.*
Severance			$0.00	*Zeroed to help fund the 14-month salary increases for Managing Public Defender, Paralegal 1, and Investigator 1.*
Felony Public Defender 2	Attorney	1	$56,500.00	*Kept at 6 months (not extended) — unchanged from current budget.*
Severance			$0.00	*Zeroed to help fund the 14-month salary increases for Managing Public Defender, Paralegal 1, and Investigator 1.*
Misdemeanor Public Defender 1	Attorney	1	$71,250.00	*Budgeted at 9 months of salary.*

Line Item	Category	FTE	Budgeted Amount (May 27, 2026 – Mar 31, 2027)	Notes
Severance			$0.00	*Zeroed to help fund the 14-month salary increases for Managing Public Defender, Paralegal 1, and Investigator 1.*
Misdemeanor Public Defender 2	Attorney	1	$21,072.88	*Reduced to keep the FY26 total flat after the Office Space/Utilities extension and the Investigator 2 extension.*
Severance			$0.00	*Zeroed to help fund the 14-month salary increases for Managing Public Defender, Paralegal 1, and Investigator 1.*
Padilla Attorney – NEW	Attorney	0.33	$36,300.00	*Budgeted at 33% of $110,000 salary.*
Severance			$0.00	*Zeroed to help fund the 14-month salary increases for Managing Public Defender, Paralegal 1, and Investigator 1.*
Office Coordinator	Support Staff	0	$0.00	*POSITION ELIMINATED.*
Severance			$0.00	*POSITION ELIMINATED.*
Paralegal 1	Support Staff	1	$75,833.33	*Increased from 12 months to 14 months of salary (contract extended to March 31, 2027); pro-rated from the $65,000 annual rate.*
Severance			$0.00	*Zeroed to help fund this position's own increase to 14 months of salary, along with Managing Public Defender and Investigator 1.*
Paralegal 2	Support Staff	1	$37,916.67	*Reduced to 7 months; savings applied toward Office Space/Utilities and Investigator 2 extensions.*
Severance			$0.00	*Zeroed to help fund the 14-month salary increases for Managing Public Defender, Paralegal 1, and Investigator 1.*
Investigator 1	Support Staff	1	$81,666.67	*Increased from 12 months to 14 months of salary (contract extended to March 31, 2027); pro-rated from the $70,000 annual rate.*
Severance			$0.00	*Zeroed to help fund this position's own increase to 14 months of salary, along with Managing Public Defender and Paralegal 1.*
Investigator 2	Support Staff	1	$59,583.33	*Extended to 11 months (May 2026 – Mar 2027) for the March 31, 2027 contract extension.*
Severance			$0.00	*Zeroed to help fund the 14-month salary increases for Managing Public Defender, Paralegal 1, and Investigator 1.*
Case Worker	Support Staff	1	$30,379.66	*Reduced to fund the Director of Operations position; position remains vacant. An additional $10,297.61 cut from this line absorbs the cost of extending Office Space, Office Utilities, and Investigator 2 by the additional month, so the total contract amount stays flat.*
Severance			$0.00	
Sub-total Salaries			$842,211.75	
Sub-total Severance			$0.00	
Sub-Total Salaries & Severance			$842,211.75	
Fringe Benefits: Attorneys (36.00%)			$194,980.64	*Held fixed at the pre-March 2027 revision amount, rather than recalculating off the higher salary base.*

Line Item	Category	FTE	Budgeted Amount (May 27, 2026 – Mar 31, 2027)	Notes
Fringe Benefits: Support Staff (33.09%)			$88,601.98	*Held fixed at the pre-March 2027 revision amount, rather than recalculating off the higher salary base.*
Sub-total Fringe Benefits			$283,582.62	
Total Personnel (Salaries and Fringe Benefits; Severance not included)			$1,125,794.37	
Office Space	Non-Personnel		$61,370.00	*Extended for 6 additional months (Oct '26 – Mar '27), priced at the recent quarterly run-rate (~$4,228.33/mo).*
Office Utilities	Non-Personnel		$12,652.61	*Extended for 6 additional months (Oct '26 – Mar '27), priced at the recent quarterly run-rate (~$652.61/mo).*
Telecommunications	Non-Personnel		$7,000.00	
Office Supplies & Equipment	Non-Personnel		$10,000.00	
Case-related Expenses	Non-Personnel		$20,000.00	
Training	Non-Personnel		$15,000.00	
Contract Services	Non-Personnel		$71,000.00	
Software & Technology	Non-Personnel		$25,000.00	
Travel	Non-Personnel		$25,000.02	
Indirect (13.39%)	Non-Personnel		$149,228.72	*Held fixed at the pre-March 2027 revision amount, rather than recalculating off the higher personnel base.*
TOTAL NON-PERSONNEL			$396,251.35	
TRGPD TOTAL COSTS (May 27, 2026 – March 31, 2027)			$1,522,045.73	

Funding Source Breakdown

Funding Source	Amount
TIDC Funded	$1,401,171.00
County Funded	$120,874.73

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/mo**	**2**	**18.84 per attorney/mo**	

According to data provided by the 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/mo**	**2**	**24.92 per attorney/mo**	

Caseload figures above are carried forward from the Exhibit A to the May 27, 2026 agreement; they were not updated as part of this budget revision, which addressed staffing and budget allocation only.



REGULAR ITEMS

21

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to authorize Maverick County Judge to execute a letter to the Federal Highway Administration to terminate Safe Streets For All Grant Program Awarded to Maverick County.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County received a grant award for $120,000 with a $30,000 match. Maverick County would need to first make the expenditure and request reimbursement from the Federal Highway Administration under this funding opportunity.

COST:	BUDGETED LINE ITEM:
$0	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation would be to see if the county can get out of the financial constraints it finds itself currently in to see this funding opportunity through. The contract ends on 11/2027. Although this is my recognition, it is recognized this will be a difficult task and the county can always reapply for this funding opportunity in the future.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Letter

SUGGESTED MOTION:

Motion to authorize Maverick County Judge to execute letter terminating the grant funding obligation to the Federal Highway Administration.

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

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

August 13, 2026

Federal Highway Administration
Safe Streets and Roads for All (SS4A) Grant Program

Re: Termination of Safe Streets For All - Federal Award #693JJ32640199 FHA

To whom it may concern,

Maverick County regrets to inform the Federal Highway Administration that Maverick County must terminate Federal Award #693JJ326640199 for the Safe Streets For All Grant Program.

Since the grant was awarded, the county has faced a series of unforeseen financial pressures that we did not anticipate at the time of acceptance. Maverick County is self-funded with respect to insurance, and as a result, we have had to absorb a significant amount of insurance claim costs directly through our own budget rather than through a third-party carrier. In addition, the cost of fire and EMS services, which are provided to our residents through an arrangement with the City of Eagle Pass since the county does not operate its own fire or EMS department, has increased substantially. Taken together, these two factors have placed considerable and unanticipated strain on the county's finances.

Given these circumstances, the county is currently operating under a constrained budget and is in the process of evaluating cuts across multiple departments in order to remain financially stable. As a result, we are not in a position to front project expenditures and await reimbursement, as doing so would risk compromising payroll and other essential county obligations.

We want to be fully transparent with your office about these circumstances, and we are happy to provide any additional documentation or information that would assist in your review of this matter. Thank you for your understanding and continued support. Please do not hesitate to contact us with any questions.

_____

Rolando Jasso
Maverick County Judge



REGULAR ITEMS

22

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to discuss payment to Garcia & Wright Consulting Engineers for the TxCDBG Contract No. CDV23-0423 El Indio Project.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County received a grant award for a Hydropneumatic Water Pump as part of a Texas Department of Agriculture Grant Colonias Project. The Project was terminated due to lack of funding after the cost of the project increased. Garcia & Wright Consulting Engineers worked on the project at 75% of the total contract $60,000 delivering the original plan set that was later needed to be modified as per City of Eagle Pass Water Works.

COST:	BUDGETED LINE ITEM:
$45,000	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation would be if the county is able to make the payment, we should make it.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Invoice.

SUGGESTED MOTION:

Motion to authorize to make payment to Garcia & Wright Consulting Engineers.

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

GARCIA & WRIGHT CONSULTING ENGINEERS, INC.
407 W. Rhapsody, San Antonio, Tx 78216

ATTN: RAMSEY E. CANTU, COUNTY JUDGE
REF: EL INDIO WATER FACILITIES IMPROVEMENTS
TxCDBG CONTRACT NO. CDV23-0423
CODE:EI2401

TERMS: 30 DAYS
DUE:12/10/2025

COUNTY OF MAVERICK
500 QUARRY ST.
EAGLE PASS, TEXAS 78852

INVOICE NUMBER 4342
DATED: NOVEMBER 10, 2025

INVOICE

FOR PROFESSIONAL SERVICES RENDERED ON THE ABOVE REFERENCED PROJECT THROUGH NOVEMBER 10, 2025

PROFESSIONAL SERVICES:

Completion of bid advertisement and contract award

$60,000.00	@	75%	=	$45,000.00

TOTAL AMOUNT DUE **$45,000.00**

P (210) 349-5253 F (210) 349-5253 E sgarcia@garciawright.com W garciawright.com



REGULAR ITEMS

23

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to discuss and finalize the decision on the National Fitness Campaign (NFC) Fitness Court.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County was awarded funding for a fitness court through the NFC. A month or so ago there was an item on the agenda in reference to this item. A motion was made for the auditor to negotiate the return of the fitness court. The motion died because of lack of a second.

COST:	BUDGETED LINE ITEM:
$140,000 plus late fees, $15,000 to return, $208,000 from city for parkland dedication fees.	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

The recommendation would be if funding allows, continue to work with the NFC to complete this much needed park and recreation project.

AGENDA ITEM SPONSOR COMMENTS:

Pending

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Email from Danny

SUGGESTED MOTION:

Motion to approve using parkland dedication funds from city to pay for the the fitness court and finalize the partnership with the city to continue the project.

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

Outlook

Re: Assistance to Resolve National Fitness Campaign PO and Fitness Court Project

From Danny Hunsaker <danny@nfchq.com>
Date Thu 2026-08-06 6:03 PM
To Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc Trent Matthias <trent@nfchq.com>; Ramsey English Cantu <JudgeEnglishCantu@co.maverick.tx.us>; mlgrove@rampagelaw.com <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; guille.romero <guille.romero@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Chief of Staff <chiefofstaff@co.maverick.tx.us>

Isaak,

Has the Commissioners Court made a final decision yet on the Fitness Court?

When can we expect an answer?

What is the group deciding between?

Do you have time to connect tomorrow to discuss further?

Thank you,

photo

Danny Hunsaker | Director of Supply Chain & Innovation

775.870.3235 | danny@nfchq.com

www.nationalfitnesscampaign.com

On Fri, Jul 10, 2026 at 11:14 AM Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:

> Thank you. As discussed, the item on the agenda or rather the motion to return the court failed to pass, so there has not been a clear direction from Commissioner court.
>
> **Isaak T. Ruiz**
> **Grant Administrator**
> **Maverick County**
> Mobile: (830) 968-0344
> **Email: isaakruiz@co.maverick.tx.us**
>
> ---
>
> **From:** Danny Hunsaker <danny@nfchq.com>
> **Sent:** Thursday, July 9, 2026 10:52 AM
> **To:** Isaak Ruiz <isaakruiz@co.maverick.tx.us>
> **Cc:** Trent Matthias <trent@nfchq.com>; Ramsey English Cantu <JudgeEnglishCantu@co.maverick.tx.us>; mlgrove@rampagelaw.com <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; guille.romero <guille.romero@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Chief

of Staff <chiefofstaff@co.maverick.tx.us>
Subject: Re: Assistance to Resolve National Fitness Campaign PO and Fitness Court Project

Judge, Isaak, and Maverick County team,

Following the May 30, 2026 deadline and the absence of an approved path to complete procurement, National Fitness Campaign will now proceed with recovery of the Fitness Court, which remains NFC property.

Pickup:
NFC will retrieve the equipment the week of August 3, 2026. Danny Hunsaker will coordinate logistics directly with Isaak. We ask the County to confirm site access and provide the photo inventory of stored items requested on June 4 by July 17.

Fees:
Shipping and restocking charges of $15,000 will apply, plus any charges resulting from equipment condition after two years in storage, assessed upon return. An invoice will follow.

If the County or the City of Eagle Pass executes a compliant procurement path in full before July 24, 2026, we will suspend recovery. Absent that, pickup proceeds as scheduled.

NFC reserves all rights regarding the condition of the equipment and amounts owed.

We appreciate Isaak's consistent effort throughout this process and ask for the County's cooperation in bringing this to an orderly close.

Thank you,

photo

Danny Hunsaker | Director of Supply Chain & Innovation

775.870.3235 | danny@nfchq.com

www.nationalfitnesscampaign.com

On Tue, Jul 7, 2026 at 7:13 PM Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:

> Good evening Mr. Hunsaker,
>
> Yes, we did have a meeting about a week ago. My apologies for not following up.
>
> Currently we still have no direction, there was a motion to send back the fitness court and have the county auditor negotiate the shipping costs but the motion did not receive a second leaving the item in limbo. It was discussed but there was no directive to work within our departments to come up with a solution to the issue. I did present that NFC is more than willing to work with us to get this issued handled but the county auditor does not feel comfortable with paying for the court. We do have the funding in our possession in the form of the check we received from the City of Eagle Pass but I think there was also issues that arose from that. I was expecting the item to be set in the upcoming commissioner court tomorrow but it did not make it into the agenda. I will once again request it be placed on the agenda to see if we can get some resolution from commissioner court. I apologize and thank you for your understanding and patience.
>
> **Isaak T. Ruiz**
> **Grant Administrator**
> **Maverick County**
> Mobile: (830) 968-0344
> **Email: isaakruiz@co.maverick.tx.us**

From: Danny Hunsaker <danny@nfchq.com>
Sent: Tuesday, July 7, 2026 3:31 PM
To: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc: Trent Matthias <trent@nfchq.com>; Ramsey English Cantu <JudgeEnglishCantu@co.maverick.tx.us>; mlgrove@rampagelaw.com <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; guille.romero <guille.romero@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Chief of Staff <chiefofstaff@co.maverick.tx.us>
Subject: Re: Assistance to Resolve National Fitness Campaign PO and Fitness Court Project

Isaak,

Has the commissioners court meeting been held yet?
What was the outcome of the meeting regarding approval for the National Fitness Campaign to pick up the Fitness Court?

photo

Danny Hunsaker

Director of Supply Chain & Innovation | NFC

775.870.3235 | danny@nfchq.com

www.nationalfitnesscampaign.com

On Thu, Jun 11, 2026 at 10:27 AM Danny Hunsaker <danny@nfchq.com> wrote:

> Thank you for the update.
>
> photo
>
> **Danny Hunsaker |** Director of Supply Chain & Innovation
>
> 775.870.3235 | danny@nfchq.com
>
> www.nationalfitnesscampaign.com
>
> On Thu, Jun 11, 2026 at 10:16 AM Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:
>
> > Good afternoon,
> >
> > The item will be on the next commissioner court meeting. The date has not been posted about the time but should come within the next two weeks. I apologize for the delay.
> >
> > Isaak T. Ruiz
> > Grant Administrator
> > Maverick County
> > (830) 968-0344
> >
> > ---
> >
> > **From:** Danny Hunsaker <danny@nfchq.com>
> > **Sent:** Thursday, 11 June 2026 09:49:00

To: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc: Trent Matthias <trent@nfchq.com>; Ramsey English Cantu <JudgeEnglishCantu@co.maverick.tx.us>; mlgrove@rampagelaw.com <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; guille.romero <guille.romero@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Chief of Staff <chiefofstaff@co.maverick.tx.us>
Subject: Re: Assistance to Resolve National Fitness Campaign PO and Fitness Court Project

Isaak,

Were you able to meet with the Commissioners Court? If so, what was the outcome? If not, when do you met with them next? We would like to take next steps soon to pick up the Fitness Court.

photo

Danny Hunsaker | Director of Supply Chain & Innovation

775.870.3235 | danny@nfchq.com

www.nationalfitnesscampaign.com

On Thu, Jun 4, 2026 at 10:04 AM Danny Hunsaker <danny@nfchq.com> wrote:

> Isaak,
>
> Thank you for helping take the next steps to obtain approval for picking up the Fitness Court. NFC will charge $15,000 to cover the costs of shipping and restocking the Fitness Court. Additional charges beyond this amount may apply, depending on the Fitness Court's current condition, as it has been in storage with the County for two years. We will make that final assessment upon the equipment's return and after reviewing the photos provided.
>
> Please arrange to take detailed photos of all items and create an itemized list of everything in storage so I can audit and confirm that the items are accounted for and in good shape. There is no need to open any crates.
>
> We would like to pick up the Fitness Court as soon as possible so any effort to expedite this would be appreciated.
>
> We recognize the effort you have personally invested into making this work and appreciate your continued help to take these final steps. It is unfortunate all of this effort has lead to this outcome.
>
> Thank you,
>
> photo
>
> **Danny Hunsaker |** Director of Supply Chain & Innovation
>
> 775.870.3235 | danny@nfchq.com
>
> www.nationalfitnesscampaign.com

On Wed, Jun 3, 2026 at 1:46 PM Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:

> Good afternoon,

Do you have a cost estimate on how much it would be to ship back the fitness court. I am going to place an item on the agenda for the court to decide how they would like to move forward and I would like to present the cost for shipping it back.

Isaak T. Ruiz
Grant Administrator
Maverick County
Mobile: (830) 968-0344
Email: isaakruiz@co.maverick.tx.us

From: Trent Matthias <trent@nfchq.com>
Sent: Thursday, May 28, 2026 4:06 PM
To: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc: Ramsey English Cantu <JudgeEnglishCantu@co.maverick.tx.us>; Danny Hunsaker <danny@nfchq.com>; mlgrove@rampagelaw.com <mlgrove@rampagelaw.com>; auditor <auditor@co.maverick.tx.us>; Rolando Jasso <Rolando.Jasso@co.maverick.tx.us>; guille.romero <guille.romero@co.maverick.tx.us>; Oscar Garza <planning@co.maverick.tx.us>; Chief of Staff <chiefofstaff@co.maverick.tx.us>
Subject: Re: Assistance to Resolve National Fitness Campaign PO and Fitness Court Project

Hi Isaak and Maverick County team,

I am following up regarding the Fitness Court project, as the deadline to determine if the County is proceeding or returning the Fitness Court is tomorrow.

Is the new Judge able to meet/ does the county have a proposed solution?

Please let us know so we can take appropriate action.

Thank you,
Trent

Trent Matthias I Director I NFC
c (540) 521 5842
o (415) 702 4919 ext. 101
www.nationalfitnesscampaign.com

On Thu, May 14, 2026 at 1:02 PM, Trent Matthias <trent@nfchq.com> wrote:

> Hi Isaak,
>
> Thank you, yes, we would welcome a meeting with the new Judge to see if we can identify a pathway forward.
>
> Please advise on timing and we will make ourselves available.
>
> Thank you,
> Trent

Trent Matthias | Director | NFC
c (540) 521 5842
o (415) 702 4919 ext. 101
www.nationalfitnesscampaign.com

On Thu, May 14, 2026 at 12:56 PM, Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:

Trent,

There is currently a new just that has temporarily replaced Judge Cantu.

Would you like me to see if he will take a meeting?

Isaak T. Ruiz
Grant Administrator
Maverick County
Mobile: (830) 968-0344
Email: isaakruiz@co.maverick.tx.us

From: Trent Matthias <trent@nfchq.com>
Sent: Thursday, May 14, 2026 1:17 PM
To: Isaak Ruiz <isaakruiz@co.maverick.tx.us>
Cc: Ramsey English Cantu <JudgeEnglishCantu@co.maverick.tx.us>; Danny Hunsaker <danny@nfchq.com>; mlgrove@rampagelaw.com <mlgrove@rampagelaw.com>
Subject: Re: Assistance to Resolve National Fitness Campaign PO and Fitness Court Project

Hi Isaak and Jude Ramsey,

As we reach May 14 , we are two weeks from the final deadline on the project. Our National Committee has instructed me to make contact with leadership at Eagle Pass to ascertain an update on their considerations, and also asked I follow up with Maverick County.

Can you kindly share an update by end of business tomorrow, May 15th on the status regarding finding a resolution to bring this wellness resource to the community?

As mentioned previously, we continue to standby to consider all options within the timeframe and deadline.

Thank you,
Trent

Trent Matthias | Director | NFC
c (540) 521 5842
o (415) 702 4919 ext. 101
www.nationalfitnesscampaign.com

On Fri, May 01, 2026 at 2:11 PM, Trent Matthias <trent@nfchq.com> wrote:

Thank you Isaak, appreciate your communication. We remain available to support resolution within the timeframe.

Trent Matthias I Director I NFC
c (540) 521 5842
o (415) 702 4919 ext. 101
www.nationalfitnesscampaign.com

On Fri, May 1, 2026 at 2:42 PM, Isaak Ruiz <isaakruiz@co.maverick.tx.us> wrote:

> Trent,
>
> Let me get with the Judge, Legal and the Auditors. I think NFC has been more than reasonable in assisting Maverick County in having this great project for our community.
>
> I will follow back up with you.
>
> **Isaak T. Ruiz**
> **Grant Administrator**
> **Maverick County**
> Mobile: (830) 968-0344
> **Email: isaakruiz@co.maverick.tx.us**
>
> ---
>
> **From:** Trent Matthias <trent@nfchq.com>
> **Sent:** Friday, May 1, 2026 11:46 AM
> **To:** Ramsey English Cantu <JudgeEnglishCantu@co.maverick.tx.us>
> **Cc:** Isaak Ruiz <isaakruiz@co.maverick.tx.us>; Danny Hunsaker <danny@nfchq.com>; mlgrove@rampagelaw.com <mlgrove@rampagelaw.com>
> **Subject:** Re: Assistance to Resolve National Fitness Campaign PO and Fitness Court Project
>
> Good Afternoon Judge Ramsey,
>
> I am following up the Fitness Court project to request assistance in final resolution, as we approach 2 years since it was shipped to the County. We have been as patient as possible, but we have run out of time.
>
> Our National Committee is requiring Danny and I to find resolution in the month of May. If we do not find resolution by May 30th, 2026 , we will need to recover the Fitness Court, re-distribute the grant funding so it can benefit another community.
>
> The three options we are available to support are below. Im kindly requesting direct communication if this project still remains a priority and the county has a method to proceed or transfer the project to the city.
>
> Options:
>
> 1. City of Eagle Pass absorbs the project directly and works with NFC to complete the project. I have been in communication with Isaak and will follow up with the City Manager of Eagle Pass today to ascertain a status regarding this option.

2. County proceeds with procurement in alignment with any required policies. At this stage, NFC is willing to provide a letter stating that the Fitness Court has remained property of NFC, as originally requested by the County, and/or similar required documentation. We were previously not approved to pursue this method, but given the final deadline and impeding recovery of the Fitness Court, we are willing to proceed with this request.
3. Fitness Court is returned to NFC. Applicable shipping and re-stocking fees will apply pending condition of Fitness Court and method of return.

I hope you will understand we require resolution this month, by May 30th, or we will be required to recover the Fitness Court promptly.

Please advise at your earliest convince.

Thank you,
Trent

Trent Matthias | Director | NFC
c (540) 521 5842
o (415) 702 4919 ext. 101
www.nationalfitnesscampaign.com

On Fri, Feb 06, 2026 at 1:34 PM, Trent Matthias <trent@nfchq.com> wrote:

> Good Afternoon Judge Ramsey,
>
> Following up again on the request for a short meeting to resolve this matter. Can you please let us know if these messages are being received, and advise on your availability?
>
> Thank you,
> Trent
>
> Trent Matthias | Director | NFC
> c (540) 521 5842
> o (415) 702 4919 ext. 101
> www.nationalfitnesscampaign.com
>
> On Wed, Jan 28, 2026 at 6:12 AM, Trent Matthias <trent@nfchq.com> wrote:
>
> > Good Morning Judge Ramsey,
> >
> > I am following up on our previous request for contact and resolution regarding this matter. We are under a significant amount of pressure from our National Committee to provide an update and arrive at a resolution.
> >
> > Please advise at your earliest convenience.
> >
> > Thank you for the help,
> > Trent

Trent Matthias | Director | NFC
c (540) 521 5842
o (415) 702 4919 ext. 101
www.nationalfitnesscampaign.com

On Fri, Jan 23, 2026 at 9:00 AM, Trent Matthias <trent@nfchq.com> wrote:

> Good Morning Judge Ramsey,
>
> I am following up regarding the ongoing efforts to find a resolution on the National Fitness Campaign Fitness Court procurement. The Fitness Court was shipped on 6/10/24, and at this time, this Fitness Court has been in the possession of Maverick County for over 580 days. We have exhausted every extension possible internally and with our sponsors, and need to either move forward to receive the funds for the Fitness Court, or receive the Fitness Court back and have our property returned.
>
> We are eager to help find a way for the community to benefit from this excellent resource, and have made repeated good faith efforts to work with all parties across dozens of exchanges, most recently engaging and offering our flexibility and support with Mr. Grove and outside council in December.
>
> We respectfully request a response and resolution to this matter.
>
> Thank you,
> Trent
>
> Trent Matthias | Director | NFC
> c (540) 521 5842
> o (415) 702 4919 ext. 101
> www.nationalfitnesscampaign.com

On Tue, Dec 09, 2025 at 2:58 PM, auditor <auditor@co.maverick.tx.us> wrote:

> Mr. Matthias,
>
> Auditor's office has no documentation indicating that this item was properly procured, therefore I cannot approve payment for this item.
>
> Mr. Ruiz had already been informed of this.
>
> ---
>
> **From:** Trent Matthias <trent@nfchq.com>
> **Sent:** Tuesday, December 9, 2025 1:53 PM
> **To:** auditor <auditor@co.maverick.tx.us>
> **Cc:** Isaak Ruiz <isaakruiz@co.maverick.tx.us>; Ramsey English Cantu <JudgeEnglishCantu@co.maverick.tx.us>; mlgrove@rampagelaw.com <mlgrove@rampagelaw.com>; Danny Hunsaker <danny@nfchq.com>; Lynn Mercer <lynn@nfchq.com>
> **Subject:** Assistance to Resolve National Fitness Campaign PO and Fitness Court Project

You don't often get email from trent@nfchq.com. Learn why this is important

Good Afternoon Ms. Barrientos,

My name is Trent Matthias, Executive Director of National Fitness Campaign. I am reaching out to provide further support to Danny Hunsaker and our team to resolve remaining paperwork requirements with issuing the PO to National Fitness Campaign so the County can proceed with the outdoor Fitness Court Project.

We are seeking to resolve this matter in the coming days, given that the City of Eagle Pass has now transferred the required funds. The Blue Cross Blue Shield of Texas - NFC Grant Funding remains committed but is soon expiring due to the long term delays on proceeding with issuing NFC the PO for the remaining funds. We are eager to help get this important community wellness project under construction and open in early 2026 to support the residents of Maverick County.

I just had a chance to speak with Mr. Ruiz, who was kind enough to share the latest update on the status. It is our understanding that we have a few items to sort out with the final quote and terms in order to ensure the PO can be issued by the County, per Mr. Grove (3rd party legal counsel) feedback. Our team had an initial call with Mr. Grove, but we have been unsuccessful getting back in touch in the past few weeks. We know this is a busy time of the year.

I have extensive experience assisting with these requirements across the country, and executive authority to assist, and would like to commit time for a short 15 or 20 minute call with the Auditor's office and Mr. Grove so we can arrive at an acceptable resolution that aligns with County requirements and procedures.

Mr. Grove and Ms. Barrientos, could you kindly share your availability for a short phone call within the next two business days, on Thursday December 11th or Friday December 12th? We will accommodate your schedules to assist with this important matter.

Thank you,
Trent

Trent Matthias | Director | NFC
c (540) 521 5842
o (415) 702 4919 ext. 101
www.nationalfitnesscampaign.com

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REGULAR ITEMS

24

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Take all appropriate action to present and discuss Emergency Services District ESD possibility for Maverick County for Fire and EMS Services.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County is responsible for ensuring the health, safety, and public welfare of all residents living within its boundaries, particularly across unincorporated communities that lack municipal governance. Currently, the county does not operate an independent, county-managed Fire or EMS department.

To fulfill critical emergency response needs, Maverick County relies entirely on interlocal service agreements with the City of Eagle Pass to provide fire protection and EMS coverage. This arrangement forces the county to absorb escalating contract costs paid directly from its General Fund. Because these service fees are tied to municipal rates and operational overhead beyond the county's direct fiscal control, the expense has become a primary driver of Maverick County's ongoing financial hardship.

COST:	BUDGETED LINE ITEM:
N/A	N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

An ESD is a local political subdivision authorized by the Texas Constitution (Article III, Section 48-e) and Chapter 775 of the Texas Health and Safety Code. It provides dedicated funding for emergency services, including fire protection, rescue, and Emergency Medical Services (EMS), to specified geographic areas, particularly unincorporated county regions.

AGENDA ITEM SPONSOR COMMENTS:

Pending review.

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Presentation and example petition.

SUGGESTED MOTION:
Presentation.

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

PETITION FOR THE CREATION OF AN EMERGENCY SERVICES DISTRICT

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS COURT OF MAVERICK COUNTY, TEXAS:

We, the undersigned qualified voters who own taxable real property residing within the boundaries of the proposed Emergency Services District described below, respectfully submit this petition pursuant to Chapter 775 of the Texas Health and Safety Code, and show the following:

I. NAME OF PROPOSED DISTRICT

The proposed district shall be named Maverick County Emergency Services District No. 1 (or such other numerical designation as assigned by the Commissioners Court).

II. BOUNDARIES OF THE PROPOSED DISTRICT

The territory proposed to be included within the District consists of all of Precincts 1, 2, 3, and 4 of Maverick County, Texas, EXCLUDING any territory located within the corporate limits of the City of Eagle Pass, Texas. A map and formal boundary description are attached hereto as Exhibit A.

III. SERVICES TO BE PROVIDED

The proposed District is created to provide:

1. Fire prevention and fire suppression services.
2. Emergency medical services (EMS) and ambulance response.
3. Rescue operations and hazardous material response.

IV. STATUTORY COMPLIANCE & TAX LIMITATION

1. The District shall operate under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code.

2. The maximum property tax rate levied by the District shall not exceed $0.10 (ten cents) per $100 of assessed valuation of taxable property.

3. All municipal territory of the City of Eagle Pass is explicitly excluded, no statutory municipal consent under Section 775.014 is required.

V. COST UNDERTAKING AGREEMENT

Pursuant to Texas Health and Safety Code § 775.013(b), the two primary petitioners signed below agree to obligate themselves to pay not more than $150 of the costs incident to the formation of the district, including publication of notices and election expenses.

VI. REQUEST FOR ACTION

The petitioners respectfully request that the County Judge and Commissioners Court of Maverick County:

1. File this petition with the County Clerk.

2. Set a date, time, and place for a public hearing on this petition.

3. Upon holding the public hearing, grant the petition and call an election to allow qualified voters in the proposed territory to vote on the creation of the District and the authorization of the tax.

PRIMARY PETITIONERS' COST AGREEMENT

We, the undersigned two petitioners, agree to pay costs incident to the formation of the District not to exceed $150.00 as required by Texas Health and Safety Code § 775.013(b).

1. **Name:** _____ **Signature:** _____

   Date: _____
   Address:
   _____

2. **Name:** _____ **Signature:** _____

   Date: _____
   Address:
   _____

PETITION SIGNATURE SHEETS

Texas Health & Safety Code § 775.011 requires a minimum of 100 signatures from qualified voters who own taxable real property within the proposed district boundaries.

"By signing below, I state under penalty of perjury that I am a registered voter, own taxable real property within Precincts 1, 2, 3, or 4 of Maverick County outside the city limits of Eagle Pass, and support the creation of Maverick County Emergency Services District No. 1."


Emergency Services District (ESD)
STATION 24
FIRE & EMS
AMBULANCE
EMERGENCY MEDICAL SERVICES
DIAL 911
AMBULANCE
FIRE DEPT.
ENGINE 24
RESCUE 911
Maverick County, Texas

Problem Statement

Maverick County is responsible for ensuring the health, safety, and public welfare of all residents living within its boundaries, particularly across unincorporated communities that lack municipal governance. Currently, the county does not operate an independent, county-managed Fire or EMS department.

To fulfill critical emergency response needs, Maverick County relies entirely on interlocal service agreements with the City of Eagle Pass to provide fire protection and EMS coverage. This arrangement forces the county to absorb escalating contract costs paid directly from its General Fund. Because these service fees are tied to municipal rates and operational overhead beyond the county's direct fiscal control, the expense has become a primary driver of Maverick County’s ongoing financial hardship.

What is an Emergency Services District (ESD)?

An ESD is a local political subdivision authorized by the Texas Constitution (Article III, Section 48-e) and Chapter 775 of the Texas Health and Safety Code. It provides dedicated funding for emergency services, including fire protection, rescue, and Emergency Medical Services (EMS), to specified geographic areas, particularly unincorporated county regions.

Relief for the County General Fund

- ESDs operate as independent political entities. They do not draw from the county's General Fund, freeing up county revenue for roads, law enforcement, and infrastructure.
- ESDs are funded via local ad valorem (property) taxes capped by the Texas Constitution at $0.10 per $100 evaluation. They can also collect sales tax (if approved by voters and local tax limits allow).

Governance & County Oversight

- Commissioners Court retains control over leadership by appointing a 5-member Board of Emergency Commissioners from the local community to serving two-year staggered terms.
- The ESD board must file annual financial audits with Commissioners Court by June 1 and comply with the Texas Open Meetings Act and Public Information Act.

Benefits to Maverick County Residents

- Dedicated funding secures apparatus, full-time/volunteer staffing, and upgraded stations.
- Grant funding is available to apply for equipment and personnel.
- Enhanced fire protection improves the area's Insurance Services Office (ISO) rating, leading directly to reduced property insurance premiums for rural homeowners and businesses.
- Reduction in costs incurred by County General Fund.
- Will cover rural and unincorporated Maverick County. (Not within City of Eagle Pass City Limits.

Brief General Overview

Steps	Action Required	Responsible Party
1. Petition	Submit a petition signed by at least 100 registered voters/property owners within the proposed boundary to the County Judge.	Local Citizens / Advocates
2. Feasibility & Hearing	Commissioners Court sets a public hearing within 60 days to evaluate feasibility, tax impact, and boundaries.	Commissioners Court
3. Court Order	If deemed feasible and beneficial to public safety, Commissioners Court approves calling a public election.	Commissioners Court
4. Voter Approval	A ballot measure goes to residents in the proposed district to approve ESD creation and the initial property tax cap.	Voters in Proposed Boundary
5. Appointment	Upon voter approval, Commissioners Court appoints the initial 5-member board.	Commissioners Court

Estimated Individual Taxpayer Impact

Assessed Home Value	Tax Rate ($0.030 / $100)	Tax Rate ($0.050 / $100)	Tax Rate ($0.075 / $100)	Tax Rate ($0.100 / $100)
$100,000	$30.00/yr ($2.50/mo)	$50.00/yr ($4.17/mo)	$75.00/yr ($6.25/mo)	$100.00/yr ($8.33/mo)
$160,000 (Median)	$48.00/yr ($4.00/mo)	$80.00/yr ($6.67/mo)	$120.00/yr ($10.00/mo)	$160.00/yr ($13.33/mo)
$200,000	$60.00/yr ($5.00/mo)	$100.00/yr ($8.33/mo)	$150.00/yr ($12.50/mo)	$200.00/yr ($16.67/mo)
$250,000	$75.00/yr ($6.25/mo)	$125.00/yr ($10.42/mo)	$187.50/yr ($15.62/mo)	$250.00/yr ($20.83/mo)



REGULAR ITEMS

25

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Discussion and appropriate action to approve sub-agreement language and present to the City of Eagle Pass as required by House Bill 3000 Rural Ambulance Service Grant Program.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Judge	Isaak Ruiz - Grants

BACKGROUND/PREVIOUS ACTION:

Maverick County was awarded $350,000 in grant funding through House Bill (HB) 3000 Rural Ambulance Service Grant Program. As a requirement through the program, the county needs to have an executed sub-agreement with the provider in order to fulfill the condition to utilize the money.

COST:	BUDGETED LINE ITEM:
N/A	N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Recommendation would be to have legal review the subagreement, make any necessary arrangements and have the Grant Administrator present it to City of Eagle Pass for placement on their agenda to have the subagreement executed.

AGENDA ITEM SPONSOR COMMENTS:

Pending review.

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

Pending review.

ATTACHMENTS:

Information about the HB3000, subagreement draft, agreement between the county and comptroller's office.

SUGGESTED MOTION:

Motion to approve the subagreement to be presented to the City of Eagle Pass.

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

Docusign Envelope ID: DBB58103-434C-82C2-802C-1D8900D003A2

GRANT AGREEMENT
Rural Ambulance Service Grant Program
Award # IA-0000003068

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("CPA") and Maverick County ("Grantee"), located at 500 Quarry Street, Eagle Pass, Texas, 78852. For purposes of this Agreement, CPA and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

I. Background

The 89th Texas Legislature (Regular Session) passed House Bill 3000, which establishes a grant program to provide financial assistance to qualified ambulance service providers in certain rural counties (the "Program"). House Bill 3000 added Section 130.914 to the Local Government Code, under which CPA has authority to establish and administer the Program and provide financial assistance to qualified applicants.

Grantee timely applied for a grant, and CPA has reviewed and approved Grantee's application. Grantee further warrants that it is eligible to participate in the Program.

The Parties desire to set forth their mutual expectations and obligations for participation in the Program, and in consideration of Grantee's compliance with all requirements of this Agreement, CPA awards this Agreement to Grantee and the Parties do hereby represent, covenant, and agree as follows:

II. Authority

This Agreement is entered into pursuant to the authority granted in Section 130.914 of the Local Government Code, and is funded by state funds appropriated by the state legislature.

III. Grant

In consideration of the various obligations to be undertaken by Grantee, CPA awards Grantee the amount of $ 350000.00 ("Grant"), to be disbursed to Grantee for the purpose of reimbursing allowable costs for Program implementation, subject to the following:

1. Grant funds may only be used for the state purpose of ensuring adequate ground ambulance services, and may further only be expended on the authorized uses set forth in Part VI of this Agreement (Authorized Uses of Grant Funds);
2. Grantee must fully comply with the requirements of Part V (Requirements Related to Approved Rural Ambulance Service Provider) of this Agreement;
3. Grantee must fully comply with all terms and conditions of this Agreement; the requirements of Section 130.914 of the Local Government Code; the provisions of the Texas Grant Management Standards ("TxGMS"), or their successor, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter F; and
4. Grantee may not reduce funding provided to its qualified rural ambulance service provider for the fiscal year following Grantee's receipt of Grant funds under this Agreement.

IV. Term

This Agreement is effective on the date signed by CPA ("Effective Date"), after first having been signed by Grantee, and expires five (5) years thereafter, unless terminated earlier in accordance with other provisions of this Agreement.

V. Requirements Related to Approved Rural Ambulance Service Provider

A. **Subagreement Required for Third-Party Rural Ambulance Service Providers.** The requirements of this Part V.A apply if the qualified rural ambulance service provider (as defined by 34 TAC §16.500(13)) designated in Grantee's application for the Grant and approved by CPA is a third party (i.e., if Grantee does not self-perform the ground ambulance services contemplated by this Agreement).

1. **Subagreement Required Prior to Expenditure of Grant Funds.** Prior to expenditure of any Grant funds, Grantee must enter into a written agreement ("Subagreement") with the CPA-approved rural ambulance service provider.
2. **Subagreement Requirements.** The following requirements apply to the Subagreement:
   a. The Subagreement must require the rural ambulance service provider to provide ground ambulance services on behalf of Grantee and in accordance with the requirements of Section 130.914 of the Local Government Code and 34 TAC, Part I, Chapter 16, Subchapter F.
   b. The Subagreement must require compliance with and expressly incorporate applicable requirements of this Agreement, including all requirements of Part IX (Equipment; State Interest) of this Agreement.
   c. The Subagreement must be in effect for at least the remaining period of this Agreement. If applicable, Grantee will submit in its compliance report (see Section VIII.A of this Agreement, Annual Compliance Reports) documentation confirming that a Subagreement scheduled to expire during the term of this Agreement has been extended, renewed, or replaced by an agreement that meets the requirements of this Agreement.
   d. Notification of an executed Subagreement will be provided to CPA. Grantee will provide the executed Subagreement to CPA upon request.
3. **Termination or Expiration of Subagreement.** Grantee must notify CPA in writing of the termination or expiration of any Subagreement that occurs during the term of this Agreement. Upon any such expiration or termination of a Subagreement, Grantee may not expend any Grant funds without CPA's subsequent written approval.

B. **Substitution of Approved Rural Ambulance Service Provider.** Grantee may not substitute or replace the CPA-approved rural ambulance service provider under this Agreement without CPA's written preapproval. If CPA provides any such written preapproval of a substitute rural ambulance service provider, Grantee must, prior to Grantee's expenditure of Grant funds or the substitute rural ambulance service provider's use of any grant-funded equipment, comply with all requirements of this Part V.

VI. Authorized Uses of Grant Funds

The Grant may only be used to purchase:

1. additional ambulances (as defined by 34 TAC §16.500(2)), including necessary accessories (as defined by 34 TAC §16.500(1)) and modifications;
2. necessary accessories (as defined by 34 TAC §16.500(1)) and modifications to refurbish ambulances that the Grantee or its qualified rural ambulance service provider currently possesses; and

3. necessary registration fees.

VII. Payment

A. **Advance Payment.** CPA will disburse the Grant funds as soon as practicable following the Effective Date. By making advance payment, CPA does not waive any requirements for the reimbursement of costs. Upon CPA's request, Grantee will submit records in support of reimbursement requests.

B. **Eligibility for Cost Reimbursement.** CPA will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

C. **Pre-award Costs.** Grantee may only use funds to cover costs incurred after the Effective Date, unless otherwise specifically approved in writing. All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's own credit and expense.

D. **Expenditure of Grant Funds and Return of Unspent Funds.** Grantee must expend Grant funds during the term of this Agreement, and Grantee agrees to return to CPA any unspent Grant funds upon termination or expiration of the Agreement. Grantee will return any such funds in accordance with CPA instructions.

E. **Program Income.** Subject to the provisions of Section VII.F of this Agreement, "Program Income" has the meaning set forth in TxGMS, and includes, but is not limited to, income from the use or rental of personal property acquired or improved with Grant funds. Program Income generated under or resulting from this Agreement may only be used for Program purposes and on allowable costs under this Agreement. Upon termination or expiration of the Agreement, Grantee must return any unexpended Program Income to CPA. Grantee will report generation and use of Program Income to CPA in the compliance reports required under Section VIII.A of the Agreement.

F. **Deposit of Funds.** Whenever possible, Grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on Grant funds is not considered Program Income, and Grantee must use any accrued interest for Program purposes only and on allowable costs under this Agreement.

VIII. Reporting and Compliance

A. **Annual Compliance Reports**. Grantee must submit a compliance report no later than 60 days following each anniversary of the Effective Date of this Agreement, and, if applicable, the early termination of the Agreement. Grantee must use CPA's electronic form to submit compliance reports. In all compliance reports, Grantee must certify compliance with the Agreement, detail expenditures of Grant funds, submit evidence of continued ground ambulance services, and provide any other information required by CPA. CPA may require supporting documentation regarding expenditures and any other information required to substantiate that Grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of applicable law, this Agreement, and 34 Texas Administrative Code, Chapter 16, Subchapter F. Grantee must submit any information requested by CPA within fourteen (14) calendar days of the request.

B. **Remedies for Noncompliance.** If CPA finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III of the Agreement, CPA may:

1. require Grantee to cure the failure to comply to the satisfaction of CPA;
2. require Grantee to return some or all of the Grant;
3. withhold funds from the Grant or future grants awarded to Grantee until the deficiency is corrected;
4. disallow all or part of the noncompliant cost;
5. terminate the Agreement in whole or in part;
6. bar Grantee from future consideration for grants under 34 Texas Administrative Code, Chapter 16, Subchapter F; or
7. exercise any other legal remedies available to CPA under this Agreement, at law, in equity, or otherwise.

IX. Equipment; State Interest

A. **State Interest in Equipment Acquired under Agreement; State Interest Period.** For purposes of this Agreement, "equipment" has the same meaning and definition set out in TxGMS. There is a State Interest in all equipment acquired or improved under this Agreement, and the State Interest Period is the period during which Grantee (or any subrecipient, as applicable) will hold in trust for the beneficiaries of the Grant all equipment acquired or improved under this Agreement. The State Interest in all equipment acquired or improved under this Agreement will start upon acquisition or improvement thereof, and continue for a period of ten (10) years thereafter.

B. **Property Trust Relationship.** Pursuant to the requirements of TxGMS and in recognition that this Agreement is executed for the benefit of the public being served by the Grant, for the duration of the State Interest Period, Grantee (and any subrecipient) must hold Grant-funded equipment in trust for the beneficiaries of the Grant.

C. **General Requirements for Equipment.** Title to equipment acquired or improved with Grant funds ("Project Property") vests in Grantee (unless CPA approves otherwise in writing), subject to the following conditions:

1. Grantee and any subrecipient must use and manage Project Property in accordance with applicable law and TxGMS;
2. Grantee and any subrecipient must use Project Property for Program purposes, and may not use Project Property for any other activities unless CPA approves otherwise in writing;
3. For the duration of the State Interest Period, Grantee and any subrecipient must use Project Property for the exclusive benefit of the public served by the Grantee, unless CPA approves otherwise in writing;
4. For the duration of the State Interest Period, Grantee and any subrecipient (as applicable) must comply with the insurance coverage requirements of applicable law, this Agreement, and TxGMS;
5. Project Property may not be encumbered with the prior written approval of CPA; and
6. Grantee (on its own or any subrecipient's behalf) must obtain written disposition instructions from CPA when Project Property is no longer needed for the Program, or when the Grant expires or terminates, unless the per unit fair market value of the Project Property is less than $10,000.

D. **Procurement of Equipment.** Procurement of equipment with Grant funds must comply with requirements of applicable law and TxGMS, including, if applicable, competitive selection requirements and the General Procurement Standards.

E. **Noncompliance and Survival.** If Grantee fails to comply with the requirements of TxGMS or this Part IX (Equipment; State Interest), Grantee must request disposition instructions from CPA pursuant to TxGMS. This Part IX (Equipment; State Interest) shall survive the termination or expiration of this Agreement.

X. Records, Access, and Audits

A. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds accepted under this Agreement and the requirement to cooperate is included in any subcontract it awards. CPA further reserves the right to monitor Grantee's compliance with the requirements of this Agreement.

B. **Records Retention.** Grantee will maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. CPA reserves the right to direct Grantee to retain documents for a longer period of time or transfer certain records to CPA custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

C. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under TxGMS. If Grantee expends more than $1,000,000 in state grant awards, including this Agreement, during its fiscal year, Grantee must complete an annual independent financial audit or program-specific audit in accordance with TxGMS. All audits must be conducted in accordance with generally accepted government auditing standards (GAGAS). Grantee's audit reporting package must be provided to CPA as specified in TxGMS. Grantee agrees that in the event of any audit findings related to state awards provided by CPA, Grantee will inform CPA within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon CPA's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

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XI. Indemnification and Release of Liability

A. INDEMNIFICATION. TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CPA, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND CPA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CPA OR ITS EMPLOYEES. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

B. NO INDEMNIFICATION BY CPA. THE PARTIES AGREE THAT CPA WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

C. LIABILITY. GRANTEE RELEASES CPA AND THE STATE OF TEXAS FROM, AND AGREES THAT CPA AND THE STATE OF TEXAS SHALL NOT HAVE, ANY LIABILITY FOR ANY AND ALL SUITS, ACTIONS, CLAIMS, DEMANDS, LOSSES, EXPENSES, AND COSTS OF EVERY KIND AND NATURE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY, OR ASSERTED OR IMPOSED AGAINST CPA AND THE STATE OF TEXAS, AS A RESULT OF OR IN CONNECTION WITH THE AGREEMENT, EXCEPT FOR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CPA. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

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XII. General

A. **Insurance.** Unless prohibited by law, Grantee will require its contractors and subrecipients to obtain and maintain for the term of this Agreement adequate insurance coverage sufficient to protect Grantee and CPA from all claims and liability for injury to persons and for damage to property arising from the Agreement.

B. **Texas Public Information Act.** Grantee understands that CPA will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of CPA in violation of Article III, Section 49a of the Texas Constitution. All obligations of CPA under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to CPA if such funds are not appropriated or become unavailable. Grantee will ensure that this clause is included in all subawards and subcontracts.

D. **No Conflicts of Interest.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Local Government Code.

E. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

F. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable laws, rules, and regulations, and all terms and conditions established by CPA and the State of Texas with respect to the use of Grant funds.

G. **Grantee's Responsibility for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing any work under a direct or indirect contract with Grantee shall be considered the acts and omissions of Grantee. Grantee represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

H. **Grantee's Responsibility for Subrecipients.** Grantee represents and warrants that it will monitor the activities of any subgrantee as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. Upon timely notice by the non-performing Party, the existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The non-performing Party must provide evidence of any failure resulting in impossibility to perform upon request.

J. **Governing Law and Venue.** This Agreement is governed by and construed under and 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 other identified in a statute that directly names or otherwise identifies its applicability to CPA.

K. **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.

L. **Termination for Convenience.** CPA may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. CPA's termination for convenience under this section may be for any reason or no reason at all.

M. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

N. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

O. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

P. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

Q. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement

XIII. Uniform Assurances

Grantee certifies its compliance with and acknowledges the following uniform assurances, as applicable to this Agreement, and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of TxGMS that are applicable to this Agreement. Other assurances from TxGMS may be included elsewhere in this Agreement.

A. **Child Support Obligation.** Grantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subgrantees and subcontractors to certify accordingly: "Under Section 231.006 of the 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."

B. **Cybersecurity Training Program (Local Government System).** Grantee 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.

C. **Cybersecurity Training Program (State Contractor).** If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to CPA pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

D. **Debarment and Suspension.** Grantee 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 CPA and the System for Award Management (SAM) maintained by the General Services Administration.

E. **Debts and Delinquencies.** Grantee agrees that any payments due under the grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

F. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee 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.

G. **Excluded Parties.** Grantee 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.

H. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.

I. **Firearm Suppressor Policy.** Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to CPA.

J. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

K. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.

L. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

M. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

N. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

O. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

P. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to CPA.

Q. **Reporting Compliance.** Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Agreement and maintain appropriate backup documentation to support the reports.

R. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee 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 State Auditor's Office.

XIV. Notices; Liaison

A. Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party must be in writing and must be addressed to the receiving party at the address specified below. The notice will be deemed to have been given immediately if delivered in person to the recipient's address specified below. It will be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of CPA for all purposes under this Agreement and for all notices hereunder will be:

Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder will be:
Grantee:

Maverick County
500 Quarry Street , Eagle Pass , Texas 78852

Contact Person:

Rolando Jasso
County Judge
500 Quarry Street ,Eagle Pass , Texas 78852
rolando.jasso@co.maverick.tx.us
8307733824

B. Unless notice is specifically required under the Agreement, the parties may, in lieu of tendering notice by mail as set out above, communicate any information or transmit documents by email to the addresses listed above.

XV. Signatories

The Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

By:_____
Lisa Craven
Deputy Comptroller

Date: _____

Grantee

By: Rolando Jasso
Rolando Jasso
County Judge

Date: 7/29/2026 | 2:58 PM CDT

docusign

Certificate Of Completion

Envelope Id: DBB58103-434C-82C2-802C-1D8900D003A2
Status: Sent
Subject: Rural Ambulance Service Grant Agreement
Source Envelope:
Document Pages: 11
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Maria Avalos
maria.avalos@cpa.texas.gov
IP Address: 18.253.242.236

Record Tracking

Status: Original
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Security Appliance Status: Connected

Holder: Maria Avalos
maria.avalos@cpa.texas.gov
Pool: FedRamp

Location: DocuSign

Signer Events	Signature	Timestamp
Rolando Jasso rolando.jasso@co.maverick.tx.us Security Level: Email, Account Authentication (None)	Signed by: Rolando Jasso 15954A040839446...	Sent: 7/9/2026 9:35:09 AM Resent: 7/16/2026 8:51:01 AM Resent: 7/29/2026 2:55:43 PM Viewed: 7/29/2026 2:56:26 PM Signed: 7/29/2026 2:58:12 PM
	Signature Adoption: Pre-selected Style Using IP Address: 71.40.93.18	

Electronic Record and Signature Disclosure:
Accepted: 7/29/2026 2:56:26 PM
ID: 32d2ccb2-d3ce-4e41-ae6c-06b1f6e47cff

Lisa Craven lisa.craven@cpa.texas.gov Deputy Comptroller Security Level: Email, Account Authentication (None)		Sent: 7/29/2026 2:58:15 PM

Electronic Record and Signature Disclosure:
Accepted: 2/26/2024 10:14:36 AM
ID: d0daaa94-1252-47fe-afac-dfed056dfa5a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/9/2026 9:35:09 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.

DRAFT

SUBAGREEMENT FOR RURAL AMBULANCE SERVICE GRANT PROGRAM

(Grant Award No. IA-0000003068)

This Subagreement ("Subagreement") is entered into by and between Maverick County, a political subdivision of the State of Texas ("County"), and the City of Eagle Pass, a Texas home-rule municipal corporation ("Service Provider").

RECITALS

WHEREAS, the Texas Comptroller of Public Accounts ("CPA") awarded Grant Award No. IA-0000003068 in the amount of $350,000.00 ("Grant Funds") to the County under the Rural Ambulance Service Grant Program (House Bill 3000 / Tex. Loc. Gov't Code § 130.914); and

WHEREAS, the Service Provider serves as the qualified rural ambulance service provider operating within Maverick County; and

WHEREAS, state grant guidelines require the County to enter into a formal written Subagreement with its contracted ambulance service provider prior to expending Grant Funds;

NOW, THEREFORE, the County and Service Provider agree as follows:

DRAFT

PURPOSE & SCOPE OF WORK

A. Authorized Use

Grant Funds shall be utilized exclusively for eligible expenditures under 34 TAC § 16.500(2), including purchasing additional ground ambulances, refurbishing existing ground ambulances, acquiring necessary accessories or modifications, and paying required vehicle registration fees.

B. Service Area

Vehicles and equipment procured or refurbished under this Subagreement must be deployed primarily to serve ground ambulance operations within Maverick County.

OWNERSHIP, TITLE, AND STATE INTEREST

A. Vehicle Ownership & Title

Pursuant to CPA grant rules, the County shall directly purchase, keep possession of grant funds prior to purchase, and hold sole legal title to all ground ambulances purchased under this program. Title shall vest exclusively in Maverick County.

DRAFT

B. Ten-Year State Interest Period

The State of Texas retains a ten-year (10-year) state interest in all ambulances and equipment purchased or refurbished using Grant Funds, beginning on the date of acquisition.

C. Restrictions on Transfer

Neither the County nor the Service Provider may sell, transfer, encumber, lease, or repurpose any grant-funded vehicle or equipment during the 10-year State Interest Period without prior written authorization from the CPA.

PROPERTY MANAGEMENT & MAINTENANCE

A. Equipment Maintenance

The Service Provider shall maintain all grant-funded ambulances and accessories in operational condition in accordance with Texas Grant Management Standards (TxGMS) and Texas Department of State Health Services (DSHS) EMS vehicle licensing requirements.

B. Property Records & Inventory

DRAFT

Service Provider shall assist the County in maintaining detailed property records and executing physical inventories at least once every two years (biennially) as required by TxGMS.

FINANCIAL CONTROLS & MAINTENANCE OF EFFORT (MOE)

A. Budget Baseline

Pursuant to Tex. Loc. Gov't Code § 130.914(g) and grant terms, the County shall not reduce its operational budget or baseline financial support for rural ambulance services provided by the Service Provider in the fiscal year following receipt of Grant Funds.

B. Record Retention

All financial records, receipts, maintenance logs, and supporting documentation related to this grant award must be retained for at least four (4) years following the close of the grant period.

COMPLIANCE, REPORTING & AUDIT RIGHTS

A. Annual Compliance

DRAFT

Service Provider shall assist the County in gathering operational data needed to submit annual compliance reports to the CPA within 60 days following each anniversary of the primary Agreement Effective Date.

B. State Auditor Right to Audit

Pursuant to Tex. Gov't Code § 2262.154, the State Auditor's Office, CPA, and County officials reserve the right to audit, inspect, or examine all books, records, and equipment associated with this Subagreement.

C. Information Requests

Service Provider agrees to supply requested records or operational documentation within ten (10) calendar days to ensure the County complies with the CPA's mandatory 14-day response threshold.

EXECUTED to be effective as of the date of final signature.

MAVERICK COUNTY, TEXAS

By: _____

Maverick County Judge

Date: _____

CITY OF EAGLE PASS, TEXAS

By: _____

City Manager / Authorized Representative

Date: _____

Outlook

Subagreement Minimum Requirements for the Rural Ambulance Service Grant Program

From Heather Hampton <Heather.Hampton@cpa.texas.gov>
Date Tue 7/21/2026 11:23 AM
Cc Rural Ambulance Service Grant Program <Ambulance.Grants@cpa.texas.gov>

1 attachment (485 KB)
HB 3000 Minimum Requirements for Subagreement.pdf;

You don't often get email from heather.hampton@cpa.texas.gov. Learn why this is important

Caution: This is an external email that includes a suspicious subject or content. Please use caution when clicking links or opening attachments. When in doubt, contact your IT Department.

The Rural Ambulance Service Grant Program, authorized by H.B. 3000 in the 89th Legislative Session, provides funds for rural counties to purchase ambulances, including necessary accessories and modifications.

When applying for the grant, the county may list up to two qualified rural ambulance service providers on the application. The service provider may be a private safety entity or a public agency, but must be licensed by DSHS to provide emergency medical services, and be operating predominantly in the county to be considered an eligible qualified service provider under the grant program. The service provider listed first in the application should be the county's preferred choice for the award.

If anyone other than the grantee (county) performs ground ambulance services for the county, the grantee is required to enter into a written agreement with the approved service provider. Per the grant agreement with the Comptroller, that written agreement (called a "Subagreement" in the grant agreement) between the grantee and approved service provider must incorporate applicable requirements of the HB 3000 grant. Please see the attached document that contains minimum requirements for the Subagreement, and submit a copy of the Subagreement in the county's annual compliance report. Under the grant agreement with the Comptroller, counties may not spend any grant funds until the Subagreement with the approved service provider is fully executed, if applicable.

As a reminder, the county must order the ambulance and keep all grant funds in its possession. Additionally, the county is required to own the ambulance, and there is a state interest in any grant-funded ambulance for a period of ten years from the date of acquisition or improvement of the ambulance. See Section IX. Equipment; State Interest of the grant agreement with the Comptroller and corresponding provisions in the attached document for information on this state interest, as well as requirements for use, management, and disposition of any grant-funded ambulance that apply to the grantee and the service provider.

Applications for counties with an Oct. 1 FY start open Aug. 2 – Oct. 31, 2026. If your county has a Jan. 1 FY start, the application period is Nov. 2, 2026 – Jan. 31, 2027. If you have any questions regarding the process of applying or about the Subagreement, please contact us at ambulance.grants@cpa.texas.gov.

Respectfully,

Heather Hampton
Program Manager
Local Government Section
Data Analysis and Transparency Division
Texas Comptroller of Public Accounts
111 E 17th St.
Austin, Texas 78701
Direct number: 512-936-1866
Section line: 844-519-5672

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Minimum Requirements for Subagreements under HB 3000 Grants

The following clauses must be included in the written agreement between the grantee and its CPA-approved ambulance service provider ("Subagreement"), which is required when the grantee is not self-performing ground ambulance services (i.e., if the service provider is a third party). See Section V.A of the grant agreement between CPA and the grantee for more information. The grantee should consult its legal counsel regarding any changes to this language that are necessary to accommodate legal requirements or limitations of the grantee, and the clauses may be modified accordingly, but the substance of these clauses and corresponding requirements must be included in the Subagreement. Grantee may further include in the Subagreement such additional provisions as needed for its own purposes and to ensure successful performance of and compliance with the requirements of its House Bill 3000 Grant.

1. **HB 3000 Grant Program.** Pursuant to House Bill 3000 passed by the 89th Texas Legislature (Regular Session) and Section 130.914 of the Local Government Code, the Texas Comptroller of Public Accounts awarded a grant ("HB 3000 Grant") to County, on behalf of the ambulance service provider named herein ("Service Provider"), to fund the acquisition of an ambulance. The HB 3000 Grant requires the County to enter into this written agreement with the Service Provider to ensure the purpose of the HB 3000 program is fulfilled and the HB 3000 Grant requirements are met by the County and Service Provider.

2. **Grant-funded Ambulance and Compliance with Grant Program Requirements and Applicable Laws.** Under this agreement, County will provide to Service Provider the ambulance(s) acquired under its HB 3000 Grant, and Service Provider will provide ground ambulance services on behalf of the County and in accordance with the requirements of Section 130.914 of the Local Government Code and Title 34, Part I, Chapter 16, Subchapter F of the Texas Administrative Code. County and Service Provider acknowledge that any ambulance made available under this agreement is funded by state funds appropriated by the state legislature. County and Service Provider further acknowledge that this agreement shall not be construed as creating a debt on behalf of the Texas Comptroller of Public Accounts in violation of Article III, Section 49a of the Texas Constitution, all obligations of the Texas Comptroller of Public Accounts are subject to the availability of grant funds, and any obligations are subject to termination or cancellation, either in whole or in part, without penalty to the Texas Comptroller of Public Accounts, if such funds are not appropriated or become unavailable.

3. **Equipment; State Interest.**

   a. **State Interest in Grant-funded Ambulance(s); State Interest Period.** There is a State Interest in all equipment acquired or improved with State funds under the HB 3000 Grant, including the ambulance(s) provided to Service Provider under this agreement. The State Interest Period is the period during which the County and Service Provider must hold the equipment in trust for the beneficiaries of the HB 3000 Grant. The State Interest in the equipment will start upon the County's acquisition or improvement thereof, and continue for a period of ten (10) years thereafter.

   b. **Use, Maintenance, and Disposition Requirements for Grant-funded Ambulance(s).** Title to an equipment acquired or improved with HB 3000 funds ("Project Property") vests in the County unless the Texas Comptroller of Public Accounts approves otherwise in writing, and the following requirements apply to Project Property:

      i. County, Service Provider, and any subrecipient of the parties, as applicable, must use and manage Project Property in accordance with applicable law and Texas Grant Management Standards ("TxGMS"). For purposes of this agreement, a subrecipient includes any subcontractor or other party that uses Project Property. Procedures for managing Project Property must meet the following requirements:

         1. Property records must include a description of Project Property, a serial number or another identification number, the source of funding for Project Property, the title holder, the acquisition date, the cost of Project Property, the percentage of the Texas Comptroller of Public Accounts' contribution towards the original purchase, the location, use and condition of Project Property, and any disposition data including the date of disposal and sale price of Project Property. County, Service Provider and any subrecipient are responsible for maintaining and updating property records when there is a change in the status of Project Property;

         2. A physical inventory of Project Property must be conducted, and the results must be reconciled with the property records at least once every two years for the duration of the State Interest period;

         3. A control system must be in place to ensure safeguards for preventing property loss, damage, or theft. Any loss, damage, or theft of equipment must be investigated. County or Service Provider must notify the Texas Comptroller of Public Accounts of any loss, damage, or theft of Project Property; and

4. Regular maintenance procedures must be in place to ensure Project Property is in proper working condition.

ii. For the duration of the State Interest Period, County, Service Provider, and any subrecipient of the parties must use Project Property solely for the purpose of providing ground ambulance services to the County, and may not use Project Property for any other activities unless the County and Texas Comptroller of Public Accounts approve otherwise in writing;

iii. For the duration of the State Interest Period, County, Service Provider, or any subrecipient of the parties, as applicable, must comply with the insurance coverage requirements of applicable law and TxGMS;

iv. Project Property may not be encumbered or sold without the prior written approval of the Texas Comptroller of Public Accounts; and

v. The County may request disposition instructions from the Texas Comptroller of Public Accounts if Project Property is no longer needed.

4. **Right to Audit.** The Auditor of the State of Texas ("state auditor") may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. The acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through this agreement and the requirement to cooperate is included in any subcontract it awards.

5. **Records Retention.** Service Provider will maintain and retain all records relating to the performance of this agreement. These records will be maintained and retained by Service Provider for a period of four (4) years after this agreement's expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. County may direct Service Provider to retain documents for a longer period of time or transfer certain records to County custody when it is determined the records possess longer term retention value. Service Provider must include the substance of this clause in all subawards and subcontracts.



REGULAR ITEMS

26

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Available Agenda	Discussion and appropriate action to appoint Alan X. Mata, Juan Gloria and Alexia Villarreal as non-paid Reserve Deputy Constables in the office of Constable Pct. 1.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	Constable Maldonado, Pct. 1

BACKGROUND/PREVIOUS ACTION:

Will be reserve deputies for Constable Pct. 1 department to help serve and protect our citizens in Maverick County.

COST:	BUDGETED LINE ITEM:
$0.00	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
Recommend 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.**

Office of
Cecilia Maldonado, Constable
Maverick County Precinct 1
1508 Las Quintas Blvd.
Eagle Pass, Texas 78852

Memo

To: Honorable Judge and Commissioners
From: Constable Maldonado, Precinct 1
Subject: Approval of Three Reserve Deputy Constables

Constable Precinct 1 requests approval to appoint **Alan Mata**, **Juan Gloria**, and **Alexia Villarreal** as Reserve Deputy Constables. All three individuals are TCOLE-certified and will help serve and protect our citizens of Maverick County at no additional salary cost to the county. They will serve under Precinct 1 policies and supervision.

Approval is respectfully requested for the three reserve appointments.

Sincerely,
Constable Maldonado, Pct. 1
(830)352-4144



REGULAR ITEMS

27

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**TAKE ALL APPROPRIATE ACTION TO APPROVE THE RENEWAL OF AIR MED CARE NETWORK MEMBERSHIP FOR MAVERICK COUNTY 2026-2027 FISCAL YEAR, AT A RATE OF $70.00 PER EMPLOYEE, 399 EMPLOYEES, FOR A TOTAL AMOUNT OF $27,930.00**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	HR

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.**

MAVERICK COUNTY

Human Resources
370 N Monroe Street Ste. 2
Eagle Pass, TX 78852
Office: 830-752-4489

To: Rolando Jasso, County Judge
From: Jesus Sanchez, HR Director
Date: July 24, 2026
Re: Air Med Care Renewal for 2026-2027

In preparation for the 26-27 fiscal year the following is the cost for renewal of the Air Med Care;

# of Employees	Cost per Employee	Total Cost
399	$70.00	$27,930.00

Please advise if additional information is needed

Cc: Pablo Garcia, Chief of Staff
Guille Romero, Finance Corporation Accountant



PAYROLL DEDUCT BUSINESS PLAN FACT SHEET

Running a business is a challenge today and hiring and keeping good employees is only a part of it. We know that employers are balancing budgets and employee benefits and want to help.

AirMedCare Network partners with select businesses to offer their employees financial peace of mind as a thank-you for all their hard work and support of the business.

PAYROLL DEDUCT PLAN FOR EMPLOYERS

We are proud to offer a payroll deduction option for your employees. At no additional cost to you, you can offer financial peace of mind to your employees if they are flown by one of our providers. Each employee will be able to make the decision about adding this to their benefits package. Many of our customers love the option to be able to spread the cost of a longer-term membership over multiple pay periods. As the employer you can control how many pay periods you deduct it from their payroll, and you can take up to 3 consecutive months to pay us!

MEMBERSHIPS AVAILABLE

AirMedCare Network (AMCN) – Emergent Air Ambulance

AMCN providers respond to scene calls and provide hospital-to-hospital transports—carrying seriously ill or injured patients to the nearest appropriate medical facility. Expenses for emergency air medical transport can put stress on your finances. With an AMCN membership, you will have no out-of-pocket expenses only if flown by an AMCN provider.

Fly-U-Home – Non-Emergent Air Ambulance

Fly-U-Home is a must-have membership for those traveling more frequently. Discounted rates are available for existing AMCN members, and it provides access to a fleet of medically equipped, private aircraft ready to transport you to your local hospital of choice, should you become hospitalized more than 150 nautical miles from home and, you will have no out-of-pocket expenses in relation to your flight. Fly-U-Home membership applies to the contiguous 48 states.

Fly-U-Home International – Non-Emergent Air Ambulance

If you're interested in the Fly-U-Home membership, but looking for international coverage, the Fly-U-Home International membership is right for you. It provides access to a fleet of medically equipped, private aircraft ready to transport you to your local hospital of choice, should you become hospitalized more than 150 nautical miles from home, including international travel. With an Fly-U-Home International membership, you will have no out-of-pocket expenses in relation to your flight.

AMCN MEMBERSHIP PRICING
BUSINESS RATES BY GROUP SIZE

	1 YR	3 YRS	5 YRS	10 YRS
3-149	$75	$195	$295	$585
150-499	$70	$180	$270	$535
500-999	$65	$165	$245	$485
1000-4999	$60	$150	$220	$435
5000-9999	$55	$135	$195	$385
10000+	$50	$120	$170	$335

FLY-U-HOME MEMBERSHIP PRICING

	1 YR	3 YRS	5 YRS	10 YRS
ALL GROUP SIZES	$136	$228	$352	$648

FLY-U-HOME INTERNATIONAL MEMBERSHIP PRICING

	1 YR	3 YRS	5 YRS	10 YRS
ALL GROUP SIZES	$295	$822	$1182	$1895

Minimum 3 participants. Terms & conditions apply. Multi-year memberships not available in CA and AK. 10-year membership not available in IN.

Dispatch decisions are made by emergency medical personnel; membership does not guarantee transport by an AMCN provider.



REGULAR ITEMS

28

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date	**Discussion and Appropriate Action to accept the 2026-2027 TAC Contribution for coverage General Law enforcement, Public Officials and Security Event liability & expense coverage.**

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	Rito Valdez

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
$242,795.00	100-08201-691

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
Approval of TAC Ins. for FY 2026-2027. (Invoice pending to receive from TAC.)

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:
See attached

SUGGESTED MOTION:

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

August 6, 2026

Rito Valdez
Maverick County Treasurer
370 N. Monroe Ste. 2
Eagle Pass, TX 78852-4577

Re: Maverick County – Liability Renewal

Thank you for choosing the Texas Association of Counties Risk Management Pool (TAC RMP) for your liability coverage needs for 2026. TAC RMP is pleased to continue providing its members with the most comprehensive coverages and risk solutions available.

The TAC RMP Board of Directors approved coverage changes effective October 1, 2026.
These were detailed in the recent Chapter 119 packet sent out at the end of July with the changes made. Below are some of the revisions mentioned in the detailed summary for Privacy or Security Event Liability and Expense coverage.

Most of the Privacy or Security Event Liability and Expense Coverage revisions are related to:

- eCrime Coverage
- Added definitions to define eCrime terms.
- Standard market terms and definitions were included as appropriate.
- Standard market exclusions added and updated.
- Ensured the coverage was distinct and not duplicated elsewhere.
- New AI coverage endorsement Cyber Extortion Threat.

Your continued support allows TAC RMP to offer competitive and stable rates while maximizing coverage options for all program members. We are proud to share that the Pool has renewed 338 liability renewals and maintains a 99% renewal retention rate. Your participation in the TAC RMP is what makes our Pool successful.

As we look forward to another successful year, we are excited to announce events coming in 2027:

- County Management and Risk Conference (March 2027) - Kalahari Resorts, Round Rock, TX
- Member hosted Regional Workshops (September 2027)

Your renewal coverage is based on information we obtained from the renewal questionnaire. Please review your renewal and all attached schedules for accuracy.

If you have any questions, please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative for assistance.

Sincerely,

Ernesto Galindo
Risk Management Consultant II

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CONTRIBUTION BREAKDOWN SUMMARY

THIS IS NOT AN INVOICE

Invoice will be sent 30 days prior to due date to Billing Coordinator

Maverick County
Attn: Rito Valdez
370 N. Monroe Ste. 2
Eagle Pass, TX 78852-4577

Due Date: October 1, 2026
Coverage #: CAS-1620-20261001-1
Coverage Period: October 1, 2026 - October 1, 2027
Member Number: 1620

Contribution for the coverage is below.

Coverage	Contribution
General Liability	$30,408
Law Enforcement Liability	$132,861
Privacy or Security Event Liability and Expense	$18,612
Public Officials Liability	$60,914
Total Contribution:	**$242,795**

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations

Member: Maverick County

Coverage Period: October 1, 2026 through October 1, 2027

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

GENERAL LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution
Bodily Injury and Property Damage Liability	$1,000,000 Per Occurrence	$0	$30,408
Included Coverage			
Personal and Advertising Injury Liability Per Person Per Offense / Aggregate	$100,000 $300,000	$0	Included
Crisis Management	$100,000	$0	Included
Employee Benefits Liability	$500,000	$1,000	Included
Garage Keeper's Legal Liability	$50,000	$1,000	Included
GENERAL LIABILITY CONTRIBUTION			**$30,408**

LAW ENFORCEMENT LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability	12/18/2004	$2,000,000 Per Claim $2,000,000 Aggregate	$25,000	$127,751
Optional Coverage				
District Judge	05/01/2019	Per Endorsement		$2,555
District Attorney	05/01/2019	Per Endorsement		$2,555
Covered Law Enforcement Departments or Agency				
Maverick County Attorney's Office Maverick County Constable's Offices Maverick County Employees Of The District Attorney's Office Maverick County Juvenile Probation Department Maverick County Sheriff's Office				
LAW ENFORCEMENT LIABILITY CONTRIBUTION				**$132,861**

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contribution
Privacy or Security Event Liability and Expense	10/01/2025	$500,000 Annual Aggregate	$10,000	$18,612
Included Coverage				
Business Interruption		$50,000 / $50,000		
Electronic Equipment and Data Recovery		$50,000 / $50,000		
eCrime		$25,000 / $25,000		
Extortion		$10,000 / $10,000		
Split Retroactive Coverage Dates				
Privacy or Security Event Liability and Expense	05/01/2019	$2,000,000 Annual Aggregate		
Privacy or Security Event Liability and Expense	10/01/2023	$1,000,000 Annual Aggregate		
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION				**$18,612**

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Public Officials Liability	12/18/2004	$2,000,000 Per Claim $2,000,000 Aggregate	$10,000	$58,571
Optional Coverage				
District Judge	05/01/2019	Per Endorsement		$1,171
District Attorney	05/01/2019	Per Endorsement		$1,171
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				**$60,914**

TOTAL CONTRIBUTIONS	$242,795

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by _____ as authorized representative of the Pool on 08/04/2026 in Austin, Texas.

GENERAL LIABILTY

STATUTORY CAP ENDORSEMENT

This endorsement modifies the General Liability Coverage Document to which it is attached if the CCD provides for a Limit of Liability for Bodily Injury and Property Damage Liability of $500,000 or more Per Occurrence. With respect to coverage provided by this endorsement, the provisions of the Coverage Document apply unless modified by this endorsement.

Section V – LIMITS OF LIABILITY, 1.a is amended to read as follows:

a. Bodily Injury and Property Damage under Coverage A to which this coverage applies, arising out of an Occurrence. However, the Pool shall never be required to pay any amount in excess of Texas's statutory caps on damages for governmental tort liability in Texas Civil Practice and Remedies Code Section 101.023, any amendments to that section, or any similar statute, with respect to a claim covered under Coverage A of this Coverage Document, unless there is a final judicial determination that Texas's statutory caps on damages for governmental tort liability do not apply to that claim.

LAW ENFORCEMENT LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

A district judge whose designated jurisdiction includes the Named Member is a Member, but only in his or her capacity as a member of a Juvenile Board, and only if the Juvenile Board or the Juvenile Probation Department that it oversees is listed in the CCD.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

LAW ENFORCEMENT LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

The District Attorney, against liability arising from the performance of his or her official duties or duties of employment.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. defend a Member in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State of Texas and it declines to provide a defense; or

2. pay or indemnify a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE DOCUMENT

AI COVERAGE ENDORSEMENT

Coverage Agreement – Subject to the Limits of Liability shown in the Coverage Document and all other provisions of the Coverage Document, coverage is amended as described in this endorsement.

SECTION II – DEFINITIONS is amended to add:

47. **AI System** means any machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

48. **Malicious Data Poisoning Event** means any intentional access to, misuse of, alteration of, or destruction of, the training data set of an AI System under the ownership, control, or operation of the Named Member by a person or entity other than a Member and without the authorization of a Member.

49. **Prompt Injection Attack** means any intentional manipulation of electronic data inputs into a Computer System or AI System under the ownership, control, or operation of the Named Member in order to inject malicious instructions and manipulate or alter the intended operation or function of such Computer System or AI System without the authorization of a Member.

SECTION II – DEFINITIONS, 13. CYBER EXTORTION THREAT is deleted and replaced with the following:

13. **Cyber Extortion Threat** means a credible threat or series of related credible threats, including, but not limited to, a demand for Cyber Extortion Monies, directed at a Member to:

    a. Release, divulge, disseminate, destroy or use confidential information taken from the Member as a result of a Privacy or Security Event;

    b. Introduce malicious code into a Computer System;

    c. Corrupt, damage or destroy a Computer System, including a Malicious Data Poisoning Event or Prompt Injection Attack;

    d. Restrict or hinder access to a Computer System.

SECTION II – DEFINITIONS, 36. PRIVACY OR SECURITY EVENT is deleted and replaced with the following:

36. **Privacy or Security Event** means:

    a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for

which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

c. A violation or failure of the security of a Computer System if perpetrated through the use of an AI System, including a Malicious Data Poisoning Event or Prompt Injection Attack.

Except that Privacy or Security Event does not include any:

a. Failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;

b. Suspension, cancellation, revocation, or failure to renew any domain names, secure sockets layer certificates, or uniform resource locators;

c. Failure to adequately anticipate or capacity plan for normal and above operational demand for Computer Systems except where this demand is due to a denial of service attack;

d. Ordinary wear and tear, obsolescence, or gradual deterioration of the physical components of Computer Systems or Computer System software; or

e. Failure in the design, architecture, or configuration of Computer Systems.

Any Privacy or Security Event that is continuous or part of a series of repeated or related Privacy or Security Events will be considered to be a single Privacy or Security Event and will be considered to have commenced when the first such Privacy or Security Event commenced regardless of:

a. The number of individuals or entities engaged in such Privacy or Security Events;

b. The number of individuals or entities affected by such Privacy or Security Events;

c. The number of locations where such Privacy or Security Events occurred; or

d. The number of such Privacy or Security Events occurring or period of time over which they occur, even if subsequent Privacy or Security Events take place after the Coverage Document Period.

SECTION IV – EXCLUSIONS is amended to add:

23. Any failure of an AI System to perform the function or serve the purpose for which it is intended that is not the result of a Privacy or Security Event.

24. Any actual or alleged statements or representations concerning, relating to, or generated by an AI System.

25. The use of any cloud-based AI application, or the use of any AI System not under the ownership, control, or operation of the Named Member.

PUBLIC OFFICIALS LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district judge whose designated jurisdiction includes the Named Member County is a Member, but only when acting in a judicial capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of either the Named Member or a Juvenile Board that serves the Named Member.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIALS LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the Limits of Liability shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district attorney whose designated jurisdiction includes the Named Member County is a Member, but only when acting in an official capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of the Named Member.

SECTION III - LIMITS OF LIABILITY, Section D.3, Prosecutor, is amended to read as follows:

3. Prosecutor. The Limits of Liability are inclusive of Claims Expenses for a Claim against the county attorney, district attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed $500,000 per Claim and $1,000,000 in the Aggregate.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

GENERAL LIABILITY
COVERAGE DOCUMENT

GENERAL LIABILITY COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance, but is a Coverage Document evidencing liability coverage pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code and Chapter 119 of the Texas Local Government Code. Under this Coverage Document, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverage may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member. No part of this Coverage Document is subject to the Texas Insurance Code.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION IV- DEFINITIONS

SECTION I – COVERAGE

COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. COVERAGE AGREEMENT

   a. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of Bodily Injury or Property Damage to which this coverage applies. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.

   b. This coverage applies to Bodily Injury arising out of the condition or use of real property only if that real property is owned, rented to or controlled by the Named Member.

   c. Damages because of Bodily Injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the Bodily Injury.

2. EXCLUSIONS

This coverage does not apply to:

a. Expected or Intended Injury

Bodily Injury or Property Damage expected or intended from the standpoint of the Covered Person. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

b. Communicable Disease

Bodily Injury or Property Damage arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any Covered Person allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

c. Contractual Liability

Bodily Injury or Property Damage for which the Covered Person is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the Covered Person would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an Insured Contract, provided the Bodily Injury or Property Damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an Insured Contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a Covered Person are deemed to be damages because of Bodily Injury or Property Damage, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same Insured Contract; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this coverage applies are alleged.

d. Liquor Liability

Bodily Injury or Property Damage for which any Covered Person may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the Covered Person is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

e. Workers' Compensation and Similar Laws

Any obligation of the Named Member or any Covered Person under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

Bodily Injury to:

(1) An Employee of the Covered Person arising out of and in the course of:

(a) Employment by the Named Member; or

(b) Performing duties related to the conduct of the Named Member's business; or

(2) The spouse, child, parent, brother or sister of that Employee as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the Covered Person may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

g. Pollution

(1) Bodily Injury or Property Damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Covered Person. However, this subparagraph does not apply to:

(i) Bodily Injury if sustained within a building and caused by smoke, fumes, vapor or soot produced or originating from equipment used to heat, cool, or dehumidify that building;

(ii) Bodily Injury or Property Damage for which the Named Member may be held liable, if it is a contractor and the owner or lessee of such premises, site or location has been added to this Document as an additional Covered Person with respect to the Named Member's ongoing operations performed for that additional Covered Person at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Covered Person, other than that additional Covered Person; or

(iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.

(b) At or from any premises, site or location which is or was at any time used by or for any Covered Person or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Covered Person or any person or organization for whom the Named Member may be legally responsible; or

(d) At or from any premises, site or location on which any Covered Person or any contractors or subcontractors working directly or indirectly on any Covered Person's behalf are performing operations if the Pollutants are brought on or to the premises, site or location in connection with such operations by such Covered Person, contractor or subcontractor. However, this subparagraph does not apply to:

(i) Bodily Injury or Property Damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of Mobile Equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part

designed to hold, store or receive them. This exception does not apply if the Bodily Injury or Property Damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Covered Person, contractor or subcontractor;

(ii) Bodily Injury or Property Damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by the Named Member or on the Named Member's behalf by a contractor or subcontractor; or

(iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.

(e) At or from any premises, site or location on which any Covered Person or any contractors or subcontractors working directly or indirectly on any Covered Person's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants.

(2) Any Loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any Covered Person or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants; or

(b) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

However, this paragraph does not apply to liability for damages because of Property Damage that the Covered Person would have in the absence of such request, demand, order or statutory or regulatory requirement, or such Claim or Suit by or on behalf of a governmental authority.

h. Aircraft, Autos or Watercraft

Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any Aircraft, Auto or watercraft owned, operated by, rented, loaned to, or borrowed by a Covered Person. Use includes operation and Loading or Unloading.

This exclusion applies even if the Claims against a Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by a Covered Person if the Occurrence which caused the Bodily Injury or Property Damage involved the ownership, maintenance, use or entrustment to others of any Aircraft, Auto or watercraft that is owned or operated or rented or loaned to a Covered Person.

This exclusion applies to Bodily Injury or Property Damage arising out of the operation and maintenance of a Named Member owned airport and/or Airport Facilities by a private third party. This exclusion also applies to Property Damage to any Aircraft in the Named Member's custody or control while the Aircraft is attended, parked, or stored with the Named Member.

This exclusion does not apply to:

(1) A watercraft while ashore on premises the Named Member owns or rents;

(2) Any watercraft the Named Member owns or rents, that is less than 26 feet long and is not being used to carry persons or property for a charge;

(3) Any watercraft less than 26 feet long, which the Named Member does not own or rent, but only while being operated by a Covered Person in the course of his employment by or duties for the Named Member.

(4) Parking an Auto on, or on the ways next to, premises the Named Member owns or rents, provided the Auto is not owned by or rented or loaned to any Covered Person;

(5) Liability assumed under any Insured Contract for the ownership, maintenance or use of Aircraft or watercraft, except with respect to any aerial vehicle that is not controlled by a person from within or on the aerial vehicle; or

(6) Bodily Injury or Property Damage arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of Mobile Equipment.

i. Mobile Equipment

Bodily Injury or Property Damage arising out of:

(1) The transportation of Mobile Equipment by an Auto owned or operated by or rented or loaned to any Covered Person; or

(2) The use of Mobile Equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Nuclear Energy

(1) Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or

(2) The explosion of any weapon employing atomic fission or fusion.

k. War

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

l. Damage to Property

Property Damage to:

(1) Property that any Covered Person owns, rents, borrows, or occupies, including any costs or expenses incurred by the Covered Person, or any other person, organization, or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises that any Covered Person sells, gives away or abandons, if the Property Damage arises out of any part of those premises;

(3) Property loaned to any Covered Person;

(4) Personal property in the care, custody or control of any Covered Person;

(5) That particular part of real property on which the Named Member or any contractors or subcontractors working directly or indirectly on the Named Member's behalf are performing operations, if the Property Damage arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because Your Work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to Property Damage (other than damage by fire) to premises, including the contents of such premises, rented to the Named Member for a period of 7 or fewer consecutive days. A separate limit of coverage applies to Damage to Premises Rented to the Named Member as described in Section V - Limits of Liability.

Paragraph (2) of this exclusion does not apply if the premises are Your Work and were never occupied, rented or held for rental by the Named Member.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to Property Damage included in the Products-Completed Operations Hazard.

m. Damage to Your Product

Property Damage to Your Product arising out of it or any part of it.

n. Damage to Your Work

Property Damage to Your Work arising out of it or any part of it and included in the Products-Completed Operations Hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Named Member's behalf by a subcontractor.

o. Damage to Impaired Property or Property Not Physically Injured

Property Damage to Impaired Property or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in Your Product or Your Work; or

(2) A delay or failure by the Named Member or anyone acting on the Named Member's behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to Your Product or Your Work after it has been put to its intended use.

p. Recall of Products, Work or Impaired Property

Damages claimed for any Loss, cost or expense incurred by the Named Member or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) Your Product;

(2) Your Work; or

(3) Impaired Property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

q. Personal and Advertising Injury

Bodily Injury arising out of Personal and Advertising Injury.

r. Civil Rights Violations

Bodily Injury or Property Damage liability arising out of any Covered Person's actual or alleged violation of another person's state or federal civil rights.

s. Law Enforcement Activities

Bodily Injury or Property Damage arising from Law Enforcement Activities. For purposes of this exclusion, Law Enforcement Activities shall mean all activities performed within the scope of the official duties of the law enforcement officers, public officials, public employees, and volunteers of a law enforcement department or agency of the Named Member, and the performance by any other Covered Person of duties as a peace officer (whether on duty or off) or as a member of any law enforcement department or agency.

This exclusion does not apply to:

(1) Claims arising out of the condition of real property or improvements thereon, owned or used by the Named Member for its Law Enforcement Activities.

(2) Claims arising out of the provision of Medical Services by a Covered Person at a jail or other correctional facility operated by the Named Member, but only if the Covered Person is not a medical doctor or a physician's assistant.

(3) Bodily Injury or Property Damage, excluding physical damage to the watercraft, arising out of the ownership, maintenance, operation, use, Loading or Unloading of any watercraft that the Named Member owns, rents or borrows, that is less than 26 feet long, but only while being operated by a Covered Person in the course of his Law Enforcement Activities for the Named Member.

t. Medical Services

Bodily Injury or Property Damage arising out of the rendering or failure to render Medical Services by a private third party including Medical Services administered by a private third party in any:

(1) Jail or other correction facility owned and/or operated by a private third party;

(2) Hospital owned and/or operated by a private third party; or

(3) Nursing home owned and/or operated by a private third party.

For purposes of this exclusion, hospital has the meaning given in Texas Health & Safety Code § 241.003(7).

For purposes of this exclusion, nursing home means a licensed public institution to which Chapter 242, Health and Safety Code, applies.

u. Professional Services

Bodily Injury or Property Damage arising out of activities of a Covered Person as an attorney-at-law, architect, engineer, accountant, physician, or other healthcare professional in the scope of their professional duties as such. This exclusion does not apply to Medical Services rendered by a jail nurse or emergency medical technician who is an Employee of the Named Member.

v. Statutory Violations

Bodily Injury or Property Damage arising out of any willful violation of statute, ordinance or regulation committed by or with the knowledge or consent of the Covered Person.

w. Strikes, Riots, Civil Commotions

Bodily Injury or Property Damage arising out of Claims arising out of strikes, riots or civil commotions.

x. Taking, Condemnation or Possession of Property

Bodily Injury or Property Damage arising out of any taking, inverse condemnation or adverse possession of any property.

y. State Responsibility

To any Claim, liability, Loss or Occurrence, for which the State of Texas:

(1) Has the responsibility to pay or indemnify; or

(2) Asserts a right to defend; or

(3) Asserts a right to adjust, handle or settle.

z. Employment-Related Claim

Bodily Injury or Property Damage arising out of any Claim made by anyone related to their employment, termination of employment, application for employment or any employment-related practice, policy, procedure, act, error or omission (such as coercion, demotion, failure to promote, evaluation, reassignment, transfer, discipline,

defamation, harassment, humiliation, discrimination, retaliation, assault, battery, invasion of privacy, malicious prosecution or tort of outrage directed at any person or the failure to provide any person with any benefits of employment, such as retirement, health, life and disability benefits or insurance) even if the injury-causing event occurs before, during or after employment, application for employment or any employment-related practice, policy, procedure, act, error or omission.

aa. Privacy or Security Event Liability and Expense Exclusion

(1) This Coverage Part does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

(2) For purposes of this exclusion the following terms have the following meanings:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

(a) Operated by and either owned by or leased to any Named Member or Covered Person; or

(b) Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

Personal Information means an individual's name in combination with one or more of the following:

(a) Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

(b) Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

(c) The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

(d) Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

(a) The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

(b) A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

(c) A credible threat or series of credible threats directed at any Covered Person to: (1) release, divulge, disseminate, destroy, or use confidential information taken from the Covered Person; (2) introduce malicious code into a Computer System; (3) corrupt, damage, or destroy a Computer System; or (4) restrict or hinder access to a Computer System.

(d) Financial loss as a result of a fraudulent instruction, funds transfer fraud, or telephone fraud.

bb. Perfluoroalkyl and Polyfluoroalkyl Substances Exclusion

(1) Any Bodily Injury or Property Damage which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any Perfluoroalkyl or Polyfluoroalkyl Substance; or

(2) Any Bodily Injury or Property Damage arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, any Perfluoralkyl or Polyfluoroalkyl Substance by any Covered Person or by any other person or entity.

(3) For purposes of this exclusion, Perfluoroalkyl or Polyfluoroalkyl Substance means any:

(a) chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to any:

(i) polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursos chemicals, degradation products or by-products

(ii) perfluoroalkyl acids, such as perfluorooctanoic acid and its salts, or perfluorooctane sulfonic acid and its salts;

(iii) perfluoropolyethers;

(iv) fluorotelomer-based substances; or

(v) side-chain fluorinated polymers; or

(b) good or product, including containers, materials, parts or equipment furnished in connection with any such good or product, that consists of or contains any chemical or substance described in paragraph (3)(a).

cc. Recording and Distribution of Material or Information in Violation of Law

Bodily Injury or Property Damage arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

dd. Racing

Bodily Injury or Property Damage arising out of any racing or demolition contest or stunting activity, whether professional, organized, or otherwise, or while practicing for such activity. This coverage also does not apply while an Auto is being prepared for such contest or activity.

COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY

1. COVERAGE AGREEMENT

   a. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of Personal and Advertising Injury to which this Coverage B applies. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.

2. EXCLUSIONS

   This coverage does not apply to:

   a. Personal and Advertising Injury caused by or at the direction of the Covered Person with the knowledge that the act would violate the rights of another and would inflict Personal and Advertising Injury;

   b. Personal and Advertising Injury arising out of oral or written publication of material, if done by or at the direction of the Covered Person with knowledge of its falsity;

   c. Personal and Advertising Injury arising out of oral or written publication of material whose first publication took place before the beginning of the coverage period;

   d. Personal and Advertising Injury arising out of a criminal act committed by or at the direction of any Covered Person;

   e. Personal and Advertising Injury for which the Covered Person has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Covered Person would have in the absence of the contract or agreement;

   f. Personal and Advertising Injury arising out of a breach of contract, except an implied contract to use another's advertising idea in the Named Member's Advertisement;

   g. Personal and Advertising Injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Named Member's Advertisement;

   h. Personal and Advertising Injury arising out of the wrong description of the price of goods, products or services stated in the Named Member's Advertisement;

   i. Personal and Advertising Injury to another Covered Person under this Document;

   j. Personal and Advertising Injury committed by a Covered Person whose business is advertising, broadcasting, publishing or telecasting, designing or determining content of websites for others, or an internet search, access content or service provider. However, this exclusion does not apply to Paragraphs 28. a., b. and c. of Personal and Advertising Injury under the Definitions Section. For the purposes of this exclusion, the

placing of frames, borders or links, or advertising, for the Named Member or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;

k. Personal and Advertising Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants at any time;

l. Personal and Advertising Injury arising out of a Covered Person's infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

m. Personal and Advertising Injury arising out of an electronic chat room or bulletin board a Covered Person hosts, owns, or over which a Covered Person exercises control;

n. Personal and Advertising Injury arising out of the unauthorized use of another's name or product in the Named Member's or Covered Person's E-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers;

o. Personal and Advertising Injury arising out of the ownership, maintenance, use or entrustment to others of any Aircraft owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person;

p. Any Loss, cost or expense arising out of any:

(1) Request, demand or order that any Covered Person or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants; or

(2) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

q. Personal and Advertising Injury arising from Law Enforcement Activities. For purposes of this exclusion, Law Enforcement Activities shall mean all activities performed within the scope of the official duties of the law enforcement officers, public officials, public employees, and Volunteers of a law enforcement department or agency of the Named Member, and the performance by any other Covered Person of duties as a peace officer (whether on duty or off) or as a member of any law enforcement department or agency;

r. Personal and Advertising Injury arising out of activities of a Covered Person as an attorney-at-law, architect, engineer, accountant, physician, or other healthcare professional, in the scope of their professional duties as such;

s. Personal and Advertising Injury arising out of Claims brought about or contributed to by the alleged dishonesty of the Covered Person;

t. Personal and Advertising Injury arising out of the scenarios described in exclusions b., k., r., v., w., x., y, z., aa., and cc. of Section I, Coverage A of this coverage document. All provisions of those exclusions apply to Personal and Advertising Injury as well as Bodily Injury and Property Damage.

COVERAGE C: MEDICAL PAYMENTS

1. COVERAGE AGREEMENT

a. The Pool will pay medical expenses as described below for Bodily Injury caused by an Occurrence:

(1) On premises the Named Member owns or rents;

(2) On ways next to premises the Named Member owns or rents; or

(3) Because of the Named Member's operations;

provided that:

(1) The expenses are incurred and reported to the Pool within one year of the date of the Occurrence; and

(2) The injured person submits to examination, at the Pool's expense, by physicians of the Pool's choice as often as the Pool reasonably requires.

b. The Pool will make these payments regardless of fault. The amount the Pool will pay for these payments is limited as described in Section V - Limits of Liability. The Pool will pay reasonable expenses for:

(1) First aid administered at the time of an Occurrence;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

c. The Pool's payment of covered medical expenses under this Coverage does not constitute an admission of fault or liability by or on behalf of any Covered Person.

d. No deductible applies.

2. EXCLUSIONS

The Pool will not pay expenses for Bodily Injury:

a. To any Covered Person except Volunteers;

b. To a person hired to do work for or on behalf of any Covered Person or a tenant of any Covered Person;

c. To a person injured on that part of the premises the Named Member owns or rents that the person normally occupies;

d. To a person, whether or not an Employee of any Covered Person, if benefits for the Bodily Injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law;

e. To a person injured while practicing, instructing, or participating in any physical exercises, games, sports or athletic events;

f. Included within the Products-Completed Operations Hazard; or

g. Excluded under Coverage A.

COVERAGE D: EMPLOYEE BENEFITS LIABILITY

1. COVERAGE AGREEMENT

a. The Pool will pay on behalf of a Covered Person those sums which the Covered Person becomes legally obligated to pay as damages because of Claims made by the Named Member's Employees, former Employees, or the beneficiaries or legal representatives thereof, to which this Employee Benefits Liability coverage applies, because of any Wrongful Act of the Covered Person, or any other person for whose acts the Covered Person is legally liable, in the Administration of the Named Member's Employee Benefits Programs.

b. This coverage applies only to Claims:

(1) Which are first brought against the Covered Person during the coverage period, and

(2) If, at the inception date of this Coverage Document, the Covered Person had no knowledge of and could not have reasonably foreseen any circumstances which might result in a Claim or Suit.

2. EXCLUSIONS

Employee Benefits Liability Coverage does not apply to:

a. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;

b. Bodily Injury, Property Damage, or Personal and Advertising Injury;

c. Any Claim arising out of the failure of performance of contract by any insurer;

d. Any Claim based upon the Covered Person's failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits or any similar law;

e. Any Claim based upon: (1) failure of an investment to perform as represented; (2) errors in providing information on past performance of investment vehicles; or (3) advice given to any person with respect to investment choices, financial planning, or participation in any Employee Benefit Program;

f. Any Claim based upon any actual or alleged error or omission or breach of duty in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974;

g. Any Claim arising out of an insufficiency of funds to meet any obligations under an Employee Benefits Program;

h. Any liability arising from the termination of an Employee Benefits Program;

i. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

j. Any Claim arising out of the scenarios described in exclusions z. and aa. of Section I, Coverage A of this coverage document. All provisions of those exclusions apply to Personal and Advertising Injury as well as Bodily Injury and Property Damage.

3. LIMITS OF LIABILITY AND DEDUCTIBLE

a. The Limits of Liability are inclusive of a Claim against a Named Member for Employee Benefits Liability Coverage. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.

b. Regardless of the number of persons making Claims, the number of Wrongful Acts, the number of benefits included in your Employee Benefits Programs, or the number of Covered Persons against whom Claims are made, the Limit of Liability stated in Section V - Limits of Liability is the most the Pool will pay for all damages incurred on account of all Occurrences during the coverage period.

c. With respect to the limits of liability under this Employee Benefits Coverage the Pool's obligations to pay amounts and to defend Claims or Suits will only apply in excess of the applicable deductible of $1,000 unless otherwise stated on the CCD. The Limits of Liability shall not be reduced by the amount of this deductible.

d. All amounts expended by the Pool, or with the Pool's consent, in defending any Claim or Suit (including attorney's fees, expert witness fees, litigation expenses and costs of court), are includable within the deductible amount.

COVERAGE E: GARAGE KEEPER'S LIABILITY COVERAGE

1. COVERAGE

a. The Pool will pay all sums that a Covered Person becomes legally obligated to pay up to the Pool's Limit of Liability as set forth in this coverage as damages for Loss to an Auto, Auto equipment, or any part of an Auto in the Named Member's custody or control while the Auto is attended, parked or stored in the Named Member's Garage Operations.

2. EXCLUSIONS

a. This Garage Keeper's Liability coverage does not apply to any of the following:

(1) Contractual Obligations – Liability resulting from any agreement by which a Covered Person accepts responsibility for Loss. This exclusion does not apply to liability for damages that the Covered Person would have in the absence of the contract or agreement;

(2) Theft – Loss due to theft or conversion caused in any way by any Covered Person or any Covered Person's Employees;

(3) Defective Parts – Defective parts or materials; or

(4) Faulty work – Faulty work any Covered Person performs.

b. The Pool will not pay for Loss to any of the following:

(1) Tape decks or other sound reproducing equipment unless permanently installed in an Auto;

(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment;

(3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the Auto manufacturer for the installation of a radio; or

(4) Equipment designed or used for the detection or location of radar.

c. The Pool will not pay for Loss caused by or resulting from any of the following unless caused by other Loss that is covered.

(1) Wear and tear, freezing, mechanical or electrical breakdown; or

(2) Blowouts, punctures or other road damage to tires.

(3) Wind, hail, lightning strikes, flood damage, or any other natural disaster.

d. This coverage does not apply to Loss due to theft of an Auto or any portion of an Auto or contents of the Auto:

(1) When the lot where Autos are located is not protected at all entrances, exits, openings and the entire perimeter by fences, gates, or heavy chains and locks; or

(2) When the building where Autos are located is not protected with locked and secured openings.

e. This coverage does not apply to Loss to an Auto arising out of the ownership, operation, maintenance or use of any Auto in the Named Member's Garage Operations.

f. This coverage does not apply to Loss to an Auto arising out of any repossession of any Auto not owned by the Named Member.

3. LIMITS OF LIABILITY

Regardless of the number of Autos, Covered Persons, contributions paid, Claims made or Suits brought, the most the Pool will pay at any one location for any one Occurrence is limited as described in Section V - Limits of Liability.

4. DEDUCTIBLE

For each Auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of $1,000 unless otherwise stated in the CCD.

5. LOSS ADJUSTMENT AND SETTLEMENT

The most the Pool will pay under the provisions of this Garage Keeper's Liability coverage for any one Loss at any one location, regardless of the number of Autos, is the lesser of:

a. The actual cash value of the damaged Auto at the time of Loss;

b. The cost of repairing the Auto(s) to the condition that existed before the Loss;

c. The amount awarded or ordered by settlement agreement or judgment as a result of the Loss; or

d. The Named Member's Limit of Liability as described in Section V - Limits of Liability.

COVERAGE F: PRODUCTS-COMPLETED OPERATIONS HAZARD

1. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of all Bodily Injury and Property Damage occurring away from premises the Named Member owns or rents and arising out of Your Product or Your Work except:

   a. Products that are still in the Named Member's physical possession; or

   b. Work that has not yet been completed or abandoned. However, Your Work will be deemed completed at the earliest of the following times:

      (1) When all of the work called for in the Named Member's contract has been completed;

      (2) When all of the work to be done at the job site has been completed if the Named Member's contract calls for work at more than one job site; or

      (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

   Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. The Pool will not pay for Bodily Injury or Property Damage arising out of:

   a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Named Member, and that condition was created by the Loading or Unloading of that vehicle by any Covered Person;

   b. The existence of tools, uninstalled equipment or abandoned or unused materials.

COVERAGE G: CRISIS MANAGEMENT COVERAGE

1. COVERAGE

   a. The Pool will pay on behalf of the Named Member reasonable and necessary Crisis Management Expenses incurred because of a Crisis Event to which this coverage applies.

   b. If a Workplace Violence Event occurs at any premises of the Named Member during the coverage period shown in the CCD, the Pool will pay on behalf of the Named Member

reasonable and necessary Workplace Violence Counseling Expenses incurred for the emotional counseling for any Covered Person.

2. LIMITS OF LIABILITY

a. Regardless of the number of Crisis Events, the Limit of Liability stated in Section V - Limits of Liability is the most the Pool will pay for all Crisis Management Expenses and Workplace Violence Counseling Expenses during the coverage period.

3. DEFINITIONS

The following definitions apply to this coverage:

a. Crisis Event means an emergency situation, which results in or there is imminent risk of significant adverse news media coverage about the Named Member, including but not limited to:

i. Intentional acts, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism;

ii. Collapse of a building, structure or equipment;

iii. An automobile, watercraft or aircraft accident;

iv. Spread of food-borne illness; or

v. An explosion.

All related acts committed by one or more individuals shall be considered one Crisis Event.

b. Crisis Management Expenses means those expenses incurred for services provided by a Crisis Management Firm. However, this shall not include compensation, fees, benefits, overhead, charges, or expenses of any Covered Person, nor any expenses that are payable on the Named Member's behalf or reimbursable to the Named Member under any other valid and collectible insurance. This also shall not include legal fees and expenses incurred by the Named Member for legal advice or services sought in anticipation of, or upon actual receipt of, a claim alleging liability arising out of a Crisis Event.

c. Crisis Management Firm means any independent qualified services provider hired by the Named Member that is acceptable to the Pool. The Pool's consent will not be unreasonably withheld.

d. Workplace Violence Event means any intentional use of or threat to use deadly force by any person, with intent to cause harm and results in bodily injury sustained by any Covered Person or any other person while on the Named Member's premises.

e. Workplace Violence Counseling Expenses means the cost of hiring an independent professional counseling firm for the provision of counseling services to any Covered Person.

4. CONDITIONS

The following conditions are applicable to this coverage and in addition to any similar conditions in the Coverage Document.

a. The Named Member must notify the Pool by telephone as soon as practicable, but within forty-eight (48) hours of a Crisis Event or Workplace Violence Event which may result in Crisis Management Expenses and/or Workplace Violence Counseling Expenses.

b. Thereafter, the Named Member must provide written notice, as soon as practicable, but no later than ninety (90) days after the Crisis Event or Workplace Violence Event was initiated. To the extent possible this written notice should include:

1. How, when and where the event took place;

2. Names and addresses of affected individuals and witnesses; and

3. The nature and location of any injury or damage arising out of the event.

If Crisis Management Expenses or Workplace Violence Counseling Expenses provided by this coverage are also provided to a Named Member by any other Coverage Document by the Pool, the maximum limit of liability with respect to that Named Member shall be the maximum limit of liability applicable under any one Coverage Period.

All other terms and conditions of the Coverage Document remain the same.

SECTION II – ADDITIONAL COVERAGE PROVISIONS

1. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

a. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Covered Person seeking Damages potentially covered by Coverages A, B, D, E or F of this Coverage Document, except that the Pool's duty to defend shall terminate:

(1) If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;

(2) If we have paid the full amount of the Limits of Liability or sublimits applicable to the Claim; or

(3) If the Covered Person breaches any duty or condition under this Coverage Document

b. If a Claim alleges a cause of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Covered Person against those causes of action which are not covered. If the Pool elects to defend the Covered Person against the non-covered causes of action, the Pool will notify the Covered Person of its decision.

c. The Pool shall have the right to control the defense of any Claim, including the right to select additional counsel for any Covered Person. The Covered Person may retain its own counsel at their own expense, but the Pool retains the exclusive right to control the defense.

d. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Covered Person.

e. The Pool shall have no obligation to pay sums the Covered Person shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Named Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Covered Person or Damages sought from the Covered Person includes both covered and uncovered matters, the Pool and the Named Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Named Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Named Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

f. The Pool has no duty to defend a Covered Person before a Claim is presented.

(1) Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

(2) If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to

the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

(3) Pre-Claim involvement of the Pool under (f)(1) or f(2) shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under (f)(1) or (f)(2).

g. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Wrongful Act of any Covered Person. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

h. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion without the consent of the Covered Person. The determination by the Pool as to any settlement and as to the reasonableness of the settlement and Claims Expenses shall be conclusive on the Covered Person and the Named Member.

i. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Covered Persons, the Pool may, in its sole discretion, tender the remaining Limits of Liability applicable to that Claim available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in exhaustion of, the applicable Limit of Liability for that coverage under the CCD.

2. SUPPLEMENTARY PAYMENTS FOR COVERAGES A, B, D, E, F, AND G

a. The Pool will pay, with respect to any Claim the Pool investigates or settles, or any Suit against a Covered Person the Pool defends:

(1) All expenses the Pool incurs.

(2) Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. The Pool does not have to furnish these bonds.

(3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage, except that the Pool will not pay for any bond required in order to appeal an adverse judgment which the Pool has decided not to appeal. The Pool does not have to furnish these bonds.

(4) All costs taxed against the Covered Person in the Suit. However, these payments do not include attorney's fees or attorney's expenses taxed against the Covered Person.

(5) Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment and before the Pool has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.

(7) Expenses incurred by a Covered Person for first aid to others at the time of an accident, for Bodily Injury to which this Document applies.

These supplementary payments will not reduce the Limits of Liability.

b. If the Pool defends a Covered Person against a Suit and an indemnitee of the Covered Person is also named as a party to the Suit, the Pool will defend that indemnitee if all of the following conditions are met:

(1) The Suit against the indemnitee seeks damages for which the Covered Person has assumed the liability of the indemnitee in a contract or agreement that is an Insured Contract;

(2) This coverage applies to such liability assumed by the Covered Person;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Covered Person in the same Insured Contract;

(4) The allegations in the Suit and the information the Pool knows about the Occurrence are such that no conflict appears to exist between the interests of the Covered Person and the interests of the indemnitee;

(5) The indemnitee and the Covered Person ask the Pool to conduct and control the defense of that indemnitee against such Suit and agree that the Pool can assign the same counsel to defend the Covered Person and the indemnitee; and

(6) All provisions of Section II.1 - Defense, Settlement, and Allocation of Damages, and Section VI.3 - Duties in the Event of Occurrence, Wrongful Act, Claim or Suit, apply to the indemnitee.

So long as the above conditions are met, attorneys' fees incurred by the Pool in the defense of that indemnitee, necessary litigation expenses incurred by the Pool and necessary litigation expenses incurred by the indemnitee at the Pool's request will be paid as supplementary payments. Notwithstanding the provisions of Paragraph 2.c.(2) of Section I - Coverage A -

Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for Bodily Injury and Property Damage and will not reduce the Limits of Liability.

A single Limit of Liability applies to Covered Persons and all indemnitees. The Pool's obligation to defend a Covered Person's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when:

(1) The Pool has used up the applicable Limit of Liability in the payment of judgments or settlements; or

(2) The conditions set forth above, or the conditions described in Paragraph (6) above, are no longer met.

SECTION III - WHO IS A COVERED PERSON

Each of the following is a Covered Person:

1. The Named Member.

2. The Named Member's Officials, Employees and Volunteers, but only for acts within the scope of their employment by the Named Member or while performing duties related to the conduct of the Named Member's business. However, none of these Officials, Employees or Volunteers is a Covered Person for:

   a. Bodily Injury or Personal and Advertising Injury:

      (1) To the Named Member or another of its Officials, Employees or Volunteers while performing duties related to the conduct of the Named Member's business;

      (2) To the spouse, child, parent, brother or sister of that other Official, Employee or Volunteer, as a consequence of Paragraph a. (1) above;

      (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a. (1) or a. (2) above; or

   b. Property Damage to property:

      (1) Owned, occupied or used by,

      (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

      the Named Member or any of its Officials, Employees or Volunteers.

3. The Covered Person's legal representative if the Covered Person dies, but only with respect to duties as such. That representative will have all the Covered Person's rights and duties under this Coverage Document.

4. With respect to Mobile Equipment registered in the Named Member's name under any motor vehicle registration law, any person is a Covered Person while driving such equipment along a public highway with the Named Member's permission. Any other person or organization responsible for the conduct of such person is also a Covered Person, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is a Covered Person with respect to:

   a. Bodily Injury to a co-Employee of the person driving the equipment; or

   b. Property Damage to property owned by, rented to, in the charge of or occupied by the Named Member, its Officials, Employees or Volunteers, or the employer of any person who is a Covered Person under this provision.

SECTION IV – DEFINITIONS

1. **Administration** means:

   a. Providing information to Employees, including their dependents and beneficiaries, with respect to eligibility for or scope of Employee Benefits Programs;

   b. Handling records in connection with an Employee Benefits Program; or

   c. Effecting continuing, or termination any Employee's participation in any benefit included in an Employee Benefit Program.

   However, Administration does not include handling payroll deductions.

2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the Named Member's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communications; and

   b. Regarding web sites, only that part of a web site that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an Advertisement.

3. **Aircraft** means any machine capable of flight, including but not limited to an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

4. **Airport Facilities** means any and all airport property including buildings and facilities for passengers and for maintenance of Aircraft.

5. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But Auto does not include Mobile Equipment

6. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

7. **Claim** means with respect to Coverages A, B, C, E, F and G, a demand or Suit against a Covered Person for money Damages or services and with respect to Coverage D, any of the following that arise out of the Administration of the Named Member's Employee Benefits Programs:

   a. A demand or Suit against a Covered Person for money Damages or services, or

   b. the filing of a Suit or the initiation of an arbitration proceeding, naming a Covered Person, and seeking damages for any actual or alleged negligent act, negligent error, or negligent omission. More than one Claim that arises out of the same act, error, or omission, or the same series of acts, errors, or omissions, will be considered a single Claim and will be included within the earliest Claim that arose out of that act, error, or omission, or series of acts, errors, or omissions.

8. **Claims Expenses** means:

   a. Fees incurred by the Pool for an attorney designated by the Pool;

   b. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;

   c. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool.

9. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.

10. **Contribution and Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.

11. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements.

12. **Covered Person** means any person or organization qualifying as a Covered Person in Section III – Who Is A Covered Person.

13. **Damages** means actual and compensatory money damages, and punitive damages, arising out of an error, omission or negligent act of the Covered Person, and does not include:

    a. Penalties, fines, or sanctions under any federal or state law;

    b. Attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from a Covered Person without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Covered Person which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document;

    c. Any consequential damages not flowing directly and immediately from an Occurrence but that result indirectly from such Occurrence.

14. **Employee** means:

    a. An officer of a Named Member;

    b. Any natural person while in the Named Member's service whom the Named Member has the right to direct and control while performing services for the Named Member:

        (1) While that person is providing services on a full time, part time or temporary basis; or

        (2) Whom the Named Member compensates directly by salary, wages or commissions.

    c. Leased Workers

15. **Employee Benefits Program** means a program providing some or all of the following benefits to Employees:

    a. Group life insurance, group accident or health insurance, dental, vision, and hearing plans, and flexible spending accounts;

    b. Profit sharing plans, pension plans, and Employee savings plans;

    c. Workers' compensation, unemployment insurance, social security and disability benefits;

d. Employee travel, vacation or savings plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits.

16. **Garage Operations** means the ownership, maintenance or use of locations for parked or stored Autos not owned by the Named Member which have been confiscated or impounded by the Named Member.

17. **Hostile Fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

18. **Impaired Property** means tangible property, other than Your Product or Your Work, that cannot be used or is less useful because:

a. It incorporates Your Product or Your Work that is known or thought to be defective, deficient, inadequate or dangerous; or

b. The Named Member has failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by: (1) the repair, replacement, adjustment or removal of Your Product or Your Work; or (2) the Named Member's fulfilling the terms of the contract or agreement.

19. **Insured Contract** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the Named Member or temporarily occupied by the Named Member with permission of the owner is not an Insured Contract;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the Named Member's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Member assumes the tort liability of another party to pay for Bodily Injury or Property Damage to a third person or

organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for Bodily Injury or Property Damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the Covered Person, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Covered Person's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

20. **Leased Worker** means a person leased to the Named Member by a labor leasing firm under an agreement between the Named Member and the labor leasing firm, to perform duties related to the conduct of the Named Member's business.

21. **Loading or Unloading** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an Aircraft, watercraft or Auto;

b. While it is in or on an Aircraft, watercraft or Auto; or

c. While it is being moved from an Aircraft, watercraft or Auto to the place where it is finally delivered; but Loading or Unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the Aircraft, watercraft or Auto.

22. **Loss** means direct and accidental Loss or damage. For Garage Keeper's Liability coverage only, Loss also includes any resulting loss of use.

23. **Medical Services** means:

a. Any medical, surgical, psychiatric, psychological, dental, x-ray, nursing, therapeutic, emergency medical, or other similar services or treatments;

b. The prescription, dispensation or furnishing of food, beverages, drugs, therapies, or medical, dental or surgical supplies, equipment or appliances in connection therewith; or

c. Actions by administrative personnel, involving the hiring, credentialing, training, scheduling, discipline, firing or other supervision of persons rendering Medical Services, as described in 23.a. and 23.b. above.

24. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes but is not limited to the following:

a. Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises the Named Member owns or rents. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or leased by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning.

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

25. **Named Member** means a county or other political subdivision so designated in the CCD.

26. **Occurrence** means an accident or offense, including continuous or repeated exposure to substantially the same general harmful conditions.

27. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.

28. **Personal and Advertising Injury** means injury, including consequential Bodily Injury, arising out of one or more of the following offenses, provided the offense arises out of the Named Member's business:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in the Named Member's Advertisement; or

g. Infringing upon another's copyright, trade dress or slogan in the Named Member's Advertisement.

29. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

30. **Property Damage** means:

    a. Physical injury to tangible property owned by the Named Member, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the Occurrence that caused it.

    For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

31. **Suit** means a civil proceeding in which Damages to which this coverage applies are alleged. Suit includes:

    a. An arbitration proceeding in which such damages are claimed and to which the Covered Person must submit or does submit with the Pool consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Covered Person submits with the Pool's consent.

32. **Temporary Worker** means a person hired by the Named Member as an Employee to substitute for a permanent Employee on leave or to meet seasonal or short-term workload conditions.

33. **Volunteer** means a person who is neither an Official nor an Employee of the Named Member, but who donates his or her work and acts at the direction and control of and within the scope of duties determined by the Named Member, and who is not paid a fee, salary, or other commission by the Named Member or anyone else for the work performed for the Named Member. Volunteer does not include independent contractors.

34. **Your Product** means:

    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

        (1) The Named Member;

        (2) Others trading under the Named Member's name; or

(3) A person or organization whose business or assets the Named Member has acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Product; and

b. The providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

35. **Your Work** means:

a. Work or operations performed by the Named Member or on the Named Member's behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Work; and

b. The providing of or failure to provide warnings or instructions.

36. **Wrongful Act** means any negligent act, negligent error or negligent omission by a Covered Person in the Administration of the Named Member's Employee Benefits programs, but only if the Covered Person was acting within the scope of authority granted by the Named Member.

SECTION V – LIMITS OF LIABILITY

1. The Pool will pay all sums per Occurrence, up to the Pool's Limits of Liability as set forth in the CCD or otherwise stated in this section regardless of the number of Covered Persons, Claims made or Suits brought, or persons or organizations making Claims or bringing Suits, for the following:

a. Bodily Injury and Property Damage under Coverage A to which this coverage applies, arising out of an Occurrence.

b. Damage to Premises Rented to the Named Member under Coverage A is subject to a limit of $100,000 for damages because of Property Damage to any one premises while rented to the Named Member, or in the case of damage by fire, while rented to the

Named Member or temporarily occupied by the Named Member with permission of the owner.

c. Personal and Advertising Injury under Coverage B to which this coverage applies, arising out of an Occurrence.

d. The Medical Expense Limit under Coverage C is $5,000 for all medical expenses because of Bodily Injury sustained by any one person and any payments made under Coverage C will erode the limits as listed on the CCD for Coverage A.

e. The Employee Benefits Liability Limit under Coverage D is $500,000 per coverage period.

f. The Garage Keeper's Liability Coverage Limit under Coverage E is $50,000 per coverage period.

g. Products-Completed Operations Hazard Coverage Limit under Coverage F is $100,000 per Occurrence. For the purposes of Coverage F, Occurrence specifically means the completion or abandonment of Your Product or Your Work which allegedly causes the Bodily Injury or Property Damage.

h. Crisis Management Coverage Limit under Coverage G is $100,000 per coverage period.

2. The Limits of Liability apply separately to each consecutive annual coverage period and to any remaining period of less than 12 months, starting with the beginning of the coverage period shown in the CCD, unless the coverage period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding coverage period for purposes of determining the Limits of Liability.

3. Tender by the Pool, under Section II.1.i, of an amount that would exhaust the Limits of Liability applicable to that Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amount for Damages or Claims Expenses with regard to that Claim.

4. The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the CCD shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD or within this Coverage Document. A Covered Person, other than the Named Member, has no individual responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

   At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which

fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section II.1.f involving each Covered Person and shall include payments for Damages and Claims Expenses.

5. Claims Expenses shall not be deducted from the Limits of Liability.

SECTION VI - GENERAL LIABILITY CONDITIONS

This General Liability Coverage Document and, unless otherwise indicated therein, all other forms and endorsements forming a part of this Coverage Document are subject to the following Conditions:

1. COVERAGE TERRITORY, COVERAGE PERIOD

Each of the following must take place in the coverage territory and during the coverage period:

a. For Coverages A, B, C, E, and F, the Occurrence which causes the Bodily Injury, Property Damage, Personal and Advertising Injury, or Loss;

b. For Coverage G, the Crisis Event.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada;

e. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a.-d., above; or

f. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by the Named Member in the territory described in a. above; or

(b) The activities of a Covered Person whose home is in the territory described in a. above, but is away for a short time on the Named Member's business; and

(2) The Covered Person's responsibility to pay damages is determined in a Suit on the merits, in the territory described in a.-d. above or in a settlement the Pool agrees to.

2. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

3. DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT

a. The Named Member and any Covered Person involved must notify the Pool as soon as practicable of an Occurrence or Wrongful Act which may result in a Claim. To the extent possible, notice should include:

(1) How, when and where the Occurrence or Wrongful Act took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the Occurrence or Wrongful Act.

b. If a Claim is made or Suit is brought against any Covered Person, the Named Member and the Covered Person involved must immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Covered Person or by the Covered Person's representative, along with a precise statement to the Pool of when the demand, notice, summons, or other process was received, and by whom it was received.

c. The Named Member and any other involved Covered Person must also:

(1) Authorize the Pool to obtain records and other information;

(2) Cooperate with the Pool in the investigation or settlement of the Claim or defense against the Suit; and

(3) Assist the Pool, upon the Pool's request, in the enforcement of any right against any person or organization which may be liable to the Covered Person because of injury or damage to which this coverage may also apply.

d. No Covered Person will, except at that Covered Person's own cost, voluntarily make a payment, settle any Claim or action, assume any obligation, or incur any expense, other than for first aid, without the Pool's consent. Any voluntary payments made or expenses incurred shall be the sole obligation of the Covered Person.

e. No Covered Person will, without the Pool's written consent:

(1) Assume or admit any liability; or

(2) Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document. Any liability admitted, assumed or settled, or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Covered Person against that Claim.

f. In connection with any investigation the Pool may make regarding the applicability of this coverage for any Claim or Suit under this Coverage Document, or the nature or extent of a Claim or Suit payable under this Coverage Document, the Named Member and Covered Person involved agree to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

4. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

5. LEGAL ACTION AGAINST THE POOL

a. No one may bring a legal action against the Pool under this Coverage Document unless there has been full compliance with all the terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or Suit or proceeding involving this Coverage Document until the amount of the Covered Person's liability has been finally determined either by: (a) final judgment against the Covered Person by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal being taken; or (b) by an agreed settlement and release of liability signed by the Pool, the Covered Person and the claimant or the claimant's legal representative.

b. Nothing contained in this Coverage Document shall give a Covered Person or any person, firm, corporation, or organization other than the Pool any right to join the Pool as a party in any action to determine a Covered Person's liability.

c. Any action against the Pool by a Covered Person or any other person must be brought within two years and one day after the cause of action accrues.

6. TRANSFER OF THE NAMED MEMBER'S RIGHTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

a. A Covered Person's rights and duties under this Coverage Document may not be transferred without the Pool's written consent, except in the case of death of an individual Covered Person.

b. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

7. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover damages from another, those rights are transferred to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Occurrence or Loss to impair them.

8. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person's behalf.

9. CONTRIBUTIONS

a. All Contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of Contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.

b. The Named Member shall pay promptly all Contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.

c. The Named Member will be the payee for any return Contributions or other payments the Pool pays.

d. If during the coverage period, there is a material change in the Named Member's operations, premises owned or other risks or hazards covered by this Coverage Document, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the Contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned Contribution thus computed exceeds the

advance Contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

10. CANCELLATION OR NON-RENEWAL

a. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions or fraud in the obtaining of coverage, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.

b. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.

c. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768-2131

d. The Pool may cancel or non-renew this Coverage Document:

(1) For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

(2) If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;

(3) For fraud in the obtaining of coverage;

(4) If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

(5) If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

(6) If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool;

(7) For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

e. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of Contributions, such cancellation shall be effective at 12:01 a.m. on the tenth (10^{th}) day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

f. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

11. RETAINED CONTRIBUTION PROPORTIONS

a. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the Contribution.

b. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the Contribution.

12. CHANGES

The Named Member is authorized to make changes in the terms of this Coverage Document only with consent of the Pool's duly-authorized representative. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

13. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

14. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the Administration of the Pool.

15. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

a. Make inspections and surveys at any time;

b. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and/or facilities;

c. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

16. OTHER INSURANCE OR COVERAGE

If other valid and collectible insurance or liability coverage is available to the Covered Person for a Claim or Loss the Pool covers under Coverages A, B, D, E or F of this Coverage Document, the Pool's obligations are limited as follows:

a. Primary Coverage

This coverage is primary except when b. below applies. If this coverage is primary, the Pool's obligations are not affected unless any of the other insurance or coverage is also primary. Then, the Pool will share with all other insurance by the method described in c. below.

b. Excess Coverage

This coverage is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for Your Work;

(b) That is Fire insurance for premises rented to the Named Member or temporarily occupied by the Named Member with permission of the owner;

(c) That is insurance purchased by the Named Member to cover the Named Member's liability as a tenant for Property Damage to premises rented to

the Named Member or temporarily occupied by the Named Member with permission of the owner; or

(d) If the Loss arises out of the maintenance or use of Aircraft, Autos or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(e) For Coverage D, any insurance that applies to an act, error, or omission on other than a claims-made basis.

(2) Any other primary insurance or coverage available to the Named Member covering liability for damages arising out of the premises or operations for which the Named Member has been added as an additional insured or Covered Person by attachment of an endorsement.

When this coverage is excess, the Pool will have no duty under Coverages A, B, D, E or F to defend the Covered Person against any Suit if any other insurer has a duty to defend the Covered Person against that Suit. If no other insurer defends, the Pool will undertake to do so, but the Pool will be entitled to the Covered Person's rights against all those other insurers.

When this coverage is excess over other insurance, the Pool will pay only the Pool's share of the amount of the Loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the Loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

The Pool will share the remaining Loss, if any, with any other insurance that is not described in this Excess Coverage provision and was not bought specifically to apply in excess of the Limits of Liability shown in the CCD of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits Contribution by equal shares, the Pool will follow this method also. Under this approach each the Pool and each insurer contributes equal amounts until they have paid their applicable limit of coverage and/ or insurance, or none of the Loss remains, whichever comes first.

If any of the other insurance does not permit Contribution by equal shares, the Pool will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or coverage to the total applicable limits of insurance and coverage of all insurers.

17. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

18. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage Document issued to the Named Member by the Pool apply to the same, Occurrence, Wrongful Act or Loss the aggregate maximum limit of liability under all such coverage Documents shall not exceed the highest applicable limit of liability under any one coverage Document. This condition does not apply to any coverage Document issued by the Pool specifically to apply as excess insurance over this Coverage Document. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

19. SEPARATION OF COVERED PERSONS

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Document to the first Named Member, this coverage applies:

a. As if each Covered Person were the only Covered Person; and

b. Separately to each Covered Person against whom Claim is made or Suit is brought.

20. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

21. COMPLIANCE WITH CONDITIONS

If any Covered Person fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Occurrence or action in connection with which such breach occurred.

22. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

23. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

LAW ENFORCEMENT LIABILITY COVERAGE DOCUMENT

LAW ENFORCEMENT LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable each Member to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a Pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

Except as may otherwise be provided, the coverage provided by this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II- DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool and in reliance upon the representations made by Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, including Section I.B., below, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses by reason of errors, omissions or negligent acts stated in a Claim, which arise out of the conduct of Law Enforcement Activities of Member and result in:

Personal Injury;
Bodily Injury;
Property Damage; or
Violation of Civil Rights

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;

2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);

3. The error, omission or negligent act for which Claim is first made happened during the Coverage Document Period or on or after the retroactive date in the CCD; provided, however that if the error, omission or negligent act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and

4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any error, omission or negligent act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim arising out of the categories of conduct enumerated above brought against the Member, alleging an error, omission or negligent act and seeking Damages potentially covered by this Coverage Document, except that the Pool's duty to defend shall terminate:

   a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
   b. If the Member committed, or is identified as the perpetrator of, fraudulent, dishonest, reckless, malicious or criminal acts or omissions;
   c. If we have paid the full amount of the Limits of Liability or sublimits applicable to the Claim or on Aggregate; or
   d. If the Member breaches any duty or condition under this Coverage Document.

2. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a fraud, dishonesty, reckless, malicious or criminal act or omission Claim against a Member that is excluded under Section IV.A.2; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member who did not commit, or is not identified as the perpetrator of, the fraudulent, dishonest, reckless, malicious or criminal act or omission.

3. If a suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Member against those causes of action which are not covered. If the Pool elects not to defend the Member against the non-covered causes of action, the Pool will notify the Member of its decision.

4. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Member. The Member may retain additional counsel at its own expense, but the Pool retains the exclusive right to control the defense.

5. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Member.

6. The Pool shall have the right to incur Claims Expenses and to make an investigation of any Claim or suit as may be deemed expedient by the Pool.

7. The Pool has no duty to defend a Member before a Claim is presented.

   a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

   b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

   c. Pre-Claim involvement of the Pool under 7.a or 7.b shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 7.a or 7.b.

8. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Law Enforcement Activity of the Member. Should the Pool elect to defend, monitor or participate under this provision, this election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

9. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member.

10. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member include both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

11. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named

Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in the exhaustion of, the Aggregate under the CCD.

SECTION II – DEFINITIONS

A. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

B. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.

C. **Bodily Injury** means physical injury to any person (including death) and mental anguish associated with or arising from a physical injury.

D. **Civil Rights** means a person's rights under the United States constitution or any state constitution, or laws affording a right of action for Damages by reason of invasion of a Civil Right or liberty.

E. **Claim** means a demand received by the Member specifically for money Damages, including punitive or exemplary Damages, against the Member.

Claims based on or arising out of the same error, omission, or negligent act or interrelated errors, omissions or negligent acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

F. **Claims Expenses** means:

1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;

3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by the Member of written consent from the Pool; and

4. Expenses incurred where the Pool, in accordance with Section I.B.7.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

G. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

H. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

I. **Coverage Document Period** means that one-year period designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

J. **Damages** means actual and compensatory money damages, Nominal Damages, and punitive damages, arising out of an error, omission or negligent act of the Member, and does not include:

1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, taxes, monies or fees collected or received by the Member, or any similar types of damages, or restitution of any kind or any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;

2. any damages resulting from harm to or interference with property of any Member or any employee, agent or volunteer of the Member arising out of activity with or employment by the Member, including loss of use of property;

3. any damages resulting from property seized, held, auctioned or sold by the Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;

4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the Member; or

5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from the Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory Damages, or to any demand or matter not covered under this Coverage Document; or

6. any consequential damages for losses not flowing directly and immediately from an error, omission or negligent act of the Member but that result indirectly from such error, omission or negligent act.

K. **Effective Date** means the date the Coverage Document becomes effective in a Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

L. **Law Enforcement Activity** means all activities performed within the scope of the official duties of the law enforcement officers, public employees, public officials, and volunteers of each law enforcement department or agency set forth in the CCD.

M. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include per Claim limits, any applicable sublimits, and Aggregate limits.

N. **Member** means only the following:

1. The Named Member;

2. Each law enforcement department or agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;

3. The individual law enforcement officers or other employees or volunteers of each law enforcement department or agency set forth in the CCD as are regularly employed and officially engaged in Law Enforcement Activities for the law enforcement department or agency.

4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:

   a. The law enforcement departments or agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or

   b. Public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of law enforcement departments or agencies named in the CCD.

5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

O. **Named Member** means a county or other political subdivision so designated in the CCD.

P. **Nominal Damages** means compensatory damages in an amount of $100 or less, or those damages which are awarded not to compensate for an actual loss or injury but only to recognize a violation of rights.

Q. **Notice of Claim** means one of the following, whichever occurs first:

1. For a lawsuit against a Member, notice of the suit by service of process or otherwise; or

2. A Member obtains or receives knowledge or has reason to believe that any error, omission or negligent act may reasonably be expected to result in a Claim.

R. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document, subject to the conditions as set forth in Section VI of this Coverage Document.

S. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

T. **Personal Injury** means:

1. False arrest, false imprisonment, wrongful detention, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, or malicious prosecution;

2. Wrongful or improper service of process; and

3. Libel, slander, defamation of character, or violation of an individual's right of privacy.

U. **Pool** means the Texas Association of Counties Risk Management Pool.

V. **Property Damage** means:

1. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or

2. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the error, omission or negligent act that caused it;

For the purposes of this Coverage Document, data, including information, facts or programs in any electronic or other format, is not tangible property.

W. **Volunteer Worker** means a person, other than a prisoner, who (1) is not acting within the scope of his or her employment as an employee or temporary worker; (2) donates his or her work; and (3) is not paid a fee salary or other compensation for that work.

SECTION III – LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

1. Regardless of the number of:

   a. Members involved in a Claim,

   b. Persons or entities who sustain Damages, or

   c. Claims made,

   exhaustion of any of the applicable Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of any applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

2. Claims based on, or arising out of, the same or related acts, errors, omissions, or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim.

3. If the Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverage does not combine with respect to payment of Damages or Claims Expenses.

4. The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (a) the Pool's duties to defend any Member in connection with any Claims made or then pending against the Member; and (b) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims. Tender by the Pool, under Section 1.B.11, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an exhaustion of the Aggregate limits.

5. Tender by the Pool, under Section 1.B.11, of an amount that would exhaust the per Claim Limits of Liability for any Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claims Expenses with regard to the Claim.

6. Claims Expenses shall not be deducted from the Limits of Liability.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by the Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;

3. Up to $250 per bond premium on appeal bonds in any suit defended by the Pool and up to $250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses with regard to a Claim which are in excess of the deductible amount stated in the CCD. The deductible amount stated in the CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the deductible, and is fully covered for the amount of any liability not in excess of $100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the deductible amount to effect settlement, and, upon notification to the Named Member, the Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.7.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

1. Declarations or orders by Governmental Authority. The Limits of Liability are inclusive of a Claim against a Member arising out of, in whole or in part, directly or indirectly, declarations or orders of disaster or emergency which includes but is not limited to: pandemics, communicable diseases, and natural disasters subject to a sublimit not to exceed $50,000 per Claim and a $500,000 annual Aggregate.

2. Nominal Damages. The Limits of Liability are inclusive of a Claim against a Member for Nominal Damages, provided, however, that the Pool's duty to indemnify a Claim resulting in an award of only Nominal Damages and attorney's fees and expenses or punitive damages is subject to a sublimit not to exceed $250,000 per Claim.

SECTION IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

2. Fraud, dishonesty, reckless, malicious or criminal act or omission of any Member who consented to or had knowledge of the fraud, dishonesty, reckless, malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

3. Fraud, dishonesty, reckless, malicious or criminal act or omission by a Member who committed, or is identified as the perpetrator of, the fraud, dishonesty, reckless, malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

4. Unfair, discriminatory, retaliatory or unlawful practices relating to employment or to applicants for employment, trainees or volunteers; any errors, omissions or negligent acts relating to employment, including the processes of hiring and firing and the provision of wages and benefits; any work-related Bodily Injury of a Member for which a Claim for Workers' Compensation could be made.

5. Continuous or repeated exposure to the same or similar conditions in which any exposure existed or happened before the Coverage Document Period or the retroactive date set forth in the CCD, if any.

6. Any interference with or violation of property rights or a reduction or loss in the value of real or personal property other than Property Damage; inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; or the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor to demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants. Except that tear gas, mace or similar substances are not considered pollutants or potential pollutants when used or handled in the performance of a Law Enforcement Activity.

7. Bodily Injury or Personal Injury to:

   a. an employee of the Named Member arising out of and in the course of:

1) Employment by the Named Member; or
2) Performing duties related to the conduct of the Named Member's business; or

b. The spouse, child, parent, brother or sister of the employee as a consequence of Bodily Injury described in Section IV.7.a.

This exclusion applies whether the Named Member may be liable as an employer or in any other capacity or whether the Named Member may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

8. Bodily Injury or Personal Injury to any Volunteer Worker who is injured in the conduct of Law Enforcement Activity within the scope of his or her duties for you.

9. Any premise defect on the real property of the Member or on real property under the control of the Member.

10. The performance or non-performance of judicial acts or judicial duties; nor the performance or non-performance of prosecutorial acts or prosecutorial duties.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

1. Any Claim which alleges, involves, or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel.

a. This exclusion does not apply to Claims brought against a Member that are otherwise covered under this Coverage Document that arise from the Law Enforcement Activities of an Employee of the Named Member pursuant to a mutual law enforcement assistance agreement, so long as the Employee has been assigned to perform the activities as part of his or her employment with the Named Member.

1) For the purposes of this exception, **Employee** means an individual who: (a) is deputized *or* appointed by either the governing body *or* an elected official of the Named Member; (b) is paid a salary by the Named Member; and (c) is entitled to receive as compensation from the Named Member the same benefits afforded to other employees of the Named Member. This Section does not provide coverage to any individual who is not an employee of the Named Member as defined in this Section.

2) This exception does not provide coverage under the Coverage Document to any entity other than the Named Member. Coverage is not provided for any entity that is created by a mutual law enforcement assistance agreement to which the Named Member is a party. Coverage is not provided to any other entity that enters into a mutual law enforcement assistance agreement with the Named Member. The terms of a mutual law enforcement assistance agreement do not become a part of this Coverage Document.

2. Any Claim which alleges, involves or arises from labor relations, including, without limitation, labor organizing, collective bargaining agreements, work stoppages, the Fair Labor Standards Act, the Texas Payday Act, or the actions of civil service or oversight commissions.

3. Any act, service, or duty for which an individual Member is being compensated or otherwise engaged other than by a law enforcement department or agency or other agency named in the CCD. Except that a Claim arising out of performance of a Law Enforcement Activity performed by a Member during a period of time for which the Member receives compensation from an entity other than the Named Member is not excluded if: (a) performance of the Law Enforcement Activity is undertaken on behalf of the Named Member; and (b) the Law Enforcement Activity and compensation are authorized by the Named Member;

4. Any Claim for the return of money or other property seized, held, auctioned or sold by the Member, including any forfeited money or other property or for the value of the money or other property;

5. Demands or actions seeking equitable relief, or redress in any form other than money Damages; actions or demands for costs, charges, attorney's fees or other fees or expenses in relation to any action, suit or proceeding seeking relief or redress in any form other than money Damages; or any investigatory, administrative, disciplinary, or criminal proceeding against a Member;

6. Any Claim by or through any Member against another Member, either individually or collectively; any Claim by any public official on behalf of a Member against any Member; any Claim by any public official or any governmental department or agency against any Member; any Claim by a volunteer engaged in activities for any Member against any Member; or any Claim which alleges or involves Property Damage to property of any Member or to property of any employee, official, agent or Volunteer Worker of the Member arising out of or in the course of activity with or employment by the Member, including loss of use of property. For the purpose of this exclusion, the term Member includes an individual who was a Member at the time the Claim arose.

7. Any medical malpractice Claim, including a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

8. Any statutorily created cause of action which authorizes a person with no direct relationship to the alleged statutorily prohibited conduct to recover damages or any other legal or equitable relief for the alleged statutorily prohibited conduct.

C. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE EXCLUSION

1. This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2. For purposes of this exclusion the following definitions apply:

   Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

a. Operated by and either owned by or leased to any Member; or

b. Operated by a third-party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Personal Information means an individual's name in combination with one or more of the following:

a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of a Member or for which a Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

SECTION V – CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The Application and any Renewal Application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the Application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER.

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and for determining whether the Claim or Damages are covered under this Coverage Document.

2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed or settled or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims.

5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

G. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against a Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

2. Immediately upon receipt of a Claim or Notice of Claim by a Member, and during the Coverage Document Period, provide the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received;

4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

H. ACTION AGAINST THE POOL.

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally established either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.

2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

I. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

   Texas Association of Counties Risk Management Pool
   Attn: Member Services
   P.O. Box 2131
   Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document:

   a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

   b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;

   c. For fraud in the obtaining of coverage;

   d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

   e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

   f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

   g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

K. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.

2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability or Aggregate, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the error, omission or negligent act or occurrence resulting in any Claim.

R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

T. PAYMENT

Payment of contribution to the Pool by the Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess coverage over this Coverage Document.

V. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

W. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in the obtaining of coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the Claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any error, omission or negligent act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

B. An increase in contribution or deductible, or reduction in Limits of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

C. The extension of coverage for Claims made and reported after termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

   1. For a 12-month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

   2. For a 24-month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE DOCUMENT

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance, but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE DOCUMENT CAREFULLY

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II- DEFINITIONS

SECTION I – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE AGREEMENT

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by the Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

First Party Coverages and Third Party Coverages under A. and B. below apply if:

i. The Covered Event commenced on or after the Retroactive Date in the CCD and before the end of the Coverage Document Period.

ii. For Third-Party Coverages, a Claim for Damages because of the Privacy or Security Event, a Regulatory Proceeding, or a PCI-DSS Assessment is first made against the Member during the Coverage Document Period or any Extended Reporting Period provided under Section VI; and

iii. The Member gives written notice of the Claim or Covered Event to the Pool in accordance with Section V.H.

A Claim seeking Damages will be deemed to have been made when notice of the Claim is received by any Member or by the Pool, whichever occurs first.

A. FIRST PARTY COVERAGES

1. Privacy Response Expenses

The Pool will pay for Privacy Response Expenses incurred by the Member in connection with a Privacy or Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.

But: The amount the Pool will pay for Privacy Response Expenses is limited as described in Section III.

2. Electronic Equipment and Data Recovery

The Pool will pay for the Member's damage to, loss of use or destruction of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose, the reasonable and necessary expenses to determine whether Electronic Data can or cannot be restored, recollected, or recreated, and the reasonable and necessary expenses to restore, recreate or recollect Electronic Data for which a Member incurs as a result of a Privacy or Security Event.

3. Business Interruption Costs

The Pool will pay for Business Income Loss, Expenses to Reduce Loss, Extra Expenses, and Proof of Loss Preparation Costs for which a Member incurs after the Waiting Hours Period of 12 hours and solely as a result of a Privacy or Security Event.

4. Cyber Extortion Coverage

The Pool will pay for Cyber Extortion Expenses and Cyber Extortion Monies the Member pays as a direct result of a Cyber Extortion Threat, provided that such payment does not violate any applicable trade or economic sanctions law or regulation.

5. eCrime Coverage

The Pool will pay for any direct financial loss sustained by a Member as a result of an eCrime Event. eCrime Coverage does not cover payment of any Damages, legal costs, or legal expenses, or the costs of proving or establishing the existence of an eCrime Event.

B. THIRD PARTY COVERAGES

1. Privacy or Security Event Liability

The Pool will pay those sums a Member becomes legally obligated to pay as Damages because of a Privacy or Security Event.

2. Regulatory Proceedings and Penalties

   The Pool will pay for Regulatory Penalties the Member becomes legally obligated to pay as a result of a Regulatory Proceeding resulting from a Privacy or Security Event.

3. PCI-DSS Assessments

   The Pool will pay for PCI-DSS Assessments for which a Member is liable if the PCI-DSS Assessments are due to noncompliance by the Member with PCI Data Security Standards and the noncompliance results in a Privacy or Security Event.

   But: The amount the Pool will pay for PCI-DSS Assessments is limited as described in Section III.

C. THIRD PARTY DEFENSE, SETTLEMENT, AND ALLOCATION OF DAMAGES

1. Privacy or Security Event Defense:

   Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend the Member against a Suit seeking Damages because of a Privacy or Security Event potentially covered by this Coverage Document. However, the Pool will have no duty to defend any Member against any Suit seeking Damages to which this coverage does not apply.

2. Regulatory Defense:

   Subject to all of the provisions contained in this Coverage Document, the Pool will have the right and duty to defend the Member against any Regulatory Proceeding to which this coverage applies. However, the Pool will have no duty to defend any Member against Regulatory Proceeding to which this coverage does not apply.

3. The Pool's duty to defend a Member against a Suit seeking Damages because of a Privacy or Security Event or against a Regulatory Proceeding shall terminate:

   a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;

   b. If we have paid the full amount of the Limits or sublimits applicable to the Claim or on Aggregate;

   c. If the Member breaches any duty under this Coverage Document.

4. If a Suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Member against those causes of action which are not covered. If the Pool elects not to defend the Member against the non-covered causes of action, the Pool will notify the Member of its decision.

5. The Pool shall have the right to control the defense of any Suit or Regulatory Proceeding, including the right to select additional counsel for any Member. The Member may retain its own counsel at its own expense, but the Pool retains the exclusive right to control the defense.

6. The Pool shall have the right, but not the duty, to appeal any judgment or Regulatory Penalty adverse to the Member.

7. The Pool has no duty to defend a Member before a Claim is presented.

   a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

   b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

   c. Pre-Claim involvement of the Pool under 7.a or 7.b shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 7.a or 7.b.

8. The Pool shall have the right to settle any Claim or Suit based on a Privacy or Security Event as may be deemed expedient by the Pool, and the Pool may settle any Claim or Suit at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member.

9. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member include both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

10. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims or First-Party Loss, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole

discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in the exhaustion of, the Aggregate under the CCD or any applicable sublimit.

SECTION II - DEFINITIONS

1. **Aggregate** means the Pool's total liability for (1) Damages and Claims Expenses resulting from all Claims first made against the Member during the Coverage Document Period; and (2) First-Party Losses for Covered Events which fall within the Coverage Document. The Pool's total liability shall not exceed the amount stated in the Declaration as Aggregate regardless of the time when the Claim or First-Party Loss is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.

2. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. Bodily Injury also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.

3. **Business Income Loss** means the sum of the following incurred during the Period of Indemnity:

   a. net revenue that the Named Member is prevented from receiving from the business operations of the Named Member due to a Material Interruption; and

   b. charges and expenses which necessarily continue (including ordinary payroll).

4. **Claim** means any demand for money Damages, Suit for Damages or Regulatory Proceeding or PCI-DSS Assessment resulting from a Privacy or Security Event. All Claims because of a single Privacy or Security Event will be deemed to be a single Claim and to have been made at the time the first such Claim is made against any Member, regardless of the number of individuals or entities making such Claims or the time period over which such Claims are made, even if subsequent Claims are made after the Coverage Document Period or any Extended Reporting Period provided under Section VI.

5. **Claim Expenses** means:

   a. Reasonable and necessary fees charged by attorneys designated by the Pool or designated by the Member with the Pool's prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim;

   b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim and incurred by the Pool or by the Member with the Pool's prior consent; and

c. Premiums on appeal bonds, attachment bonds or similar bonds; however, the Pool is not obligated to apply for or furnish any such bond;

Provided, however, Claim Expenses do not include:

a. Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and defense of any Claim;

b. Privacy Response Expenses; or

c. PCI-DSS Assessments.

6. **Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

   a. Operated by and either owned by or leased to the Member; or

   b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

7. **Contribution and Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

8. **Covered Event** means a Privacy or Security Event, Cyber Extortion Threat, or eCrime Event.

9. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

10. **Coverage Document Period** means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

    If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

11. **Cyber Extortion Expenses** means all reasonable and necessary costs and expenses which a Member incurs as a direct result of a Cyber Extortion Threat, other than Cyber Extortion Monies, provided that Cyber Extortion Expenses shall not include:

    a. Privacy Response Expenses
    b. Extra Expenses
    c. Expenses to Reduce Costs
    d. Business Income Loss
    e. Proof of Loss Preparation Costs

f. Electronic Equipment and Electronic Data Damage
g. Any direct financial loss sustained as a result of an eCrime Event.

12. **Cyber Extortion Monies** means any funds, including any cryptocurrency, which the Named Member pays, with the prior written consent of the Pool, for the purpose of terminating the Cyber Extortion Threat.

13. **Cyber Extortion Threat** means a credible threat or series of related credible threats, including, but not limited to, a demand for Cyber Extortion Monies, directed at a Member to:

    a. Release, divulge, disseminate, destroy or use confidential information taken from the Member as a result of a Privacy or Security Event;

    b. Introduce malicious code into a Computer System;

    c. Corrupt, damage or destroy a Computer System;

    d. Restrict or hinder access to a Computer System.

14. **Damages** means compensatory damages, judgements, settlements, pre-judgement and post-judgement interest, including without limitation: (1) punitive, exemplary and multiple damages where covered by the applicable law which most favors coverage for such punitive, exemplary and multiple damages; (2) civil fines or penalties imposed by a governmental agency and arising from a Regulatory Action, unless the civil fine or penalty imposed is not covered under the law of the jurisdiction imposing such fine or penalty; (3) any monetary amounts a Named Member is required by law or has agreed to by settlement to deposit into a consumer redress fund; and (4) amounts payable in connection with a PCI-DSS Assessment.

    Damages does not include:

    a. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of Member;

    b. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.

    c. any consequential damages not flowing directly and immediately from a Privacy or Security Event but that result indirectly from such Privacy or Security Event.

15. **eCrime Event** means a Fraudulent Instruction, Funds Transfer Fraud, or Telephone Fraud that the Member first discovers during the Coverage Document Period.

16. **Effective Date** means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

17. **Electronic Data** means any software of electronic data stored electronically on a Computer System, including without limitation Personal Information.

18. **Expenses to Reduce Loss** means expenses incurred by the Member during the Period of Indemnity, over and above normal operating expenses, for the purpose of reducing Business Income Loss.

19. **Extra Expenses** means expenses incurred by the Member during the Period of Indemnity or the Extended Period of Indemnity (if any), other than Expenses to Reduce Loss, that would not have been incurred but for a Material Interruption.

20. **First-Party Loss** means any payment by the Pool for Privacy Response Expenses, Business Interruption Costs, Electronic Equipment and Electronic Data Damage, Cyber Extortion Expenses, Cyber Extortion Monies or payments under the e-Crime Coverage.

21. **Funds Transfer Fraud** means the loss of Money or Securities contained in a Transfer Account at a financial institution resulting from fraudulent written, electronic, telegraphic, cable, teletype, or telephone instructions by a third party issued to a financial institution directing such institution to transfer, pay, or deliver Money or Securities from any account maintained by the Named Member at such institution, without the Named Member's knowledge or consent.

22. **Fraudulent Instruction** means the transfer, payment, or delivery of Money or Securities by the Member as a result of fraudulent written, electronic, telegraphic, cable, teletype, or telephone instructions provided by a third party, that is intended to mislead a Member through the misrepresentation of a material fact which is relied upon in good faith by such Member. However, Fraudulent Instruction does not include any Funds Transfer Fraud or any loss arising out of any forged, altered, or fraudulent negotiable instruments or securities.

23. **Limits of Liability** of the Pool for payment of all Loss shall be the applicable Limit shown in the CCD under Limits of Liability. Limits of Liability include any applicable sublimits and the Aggregate limits.

24. **Loss** means any payment by the Pool for Damages, Regulatory Penalties, Claim Expenses, Privacy Response Expenses, PCI-DSS Assessments, Business Interruption Costs, Electronic Equipment and Electronic Data Damage, Cyber Extortion Expenses, Cyber Extortion Monies or payments under the e-Crime Coverage.

25. **Material Interruption** means the actual and measurable interruption or suspension of a Member's business directly caused by a Privacy or Security Event.

26. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member. Anyone serving under a third party contract with the Named Member is not a Member. Any entity, including quasi-state entities and inter-jurisdictional task

forces, that stores any data, including Personal Information, on the Named Member's Computer System other than the Named Member is not a Member.

27. **Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

28. **Named Member** means a county or other political subdivision so designated in the CCD.

29. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.

30. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Section VI of this Coverage Document.

31. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

32. **PCI-DSS Assessment** means any monetary penalty owed by a Member due to the Member's noncompliance with Payment Card Industry Data Security Standards (PCI-DSS) under an agreement between the Member and a financial institution or other person enabling the Member to accept credit cards, debit cards, prepaid cards, or other payment cards.

33. **Period of Indemnity** means 180 days from the expiration of the Waiting Hours Period.

34. **Personal Information** means an individual's name in combination with one or more of the following:

    a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

    b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

    c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

    d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

    Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

35. **Pool** means the Texas Association of Counties Risk Management Pool.

36. **Privacy or Security Event** means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Except that Privacy or Security Event does not include any:

a. Failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;

b. Suspension, cancellation, revocation, or failure to renew any domain names, secure sockets layer certificates, or uniform resource locators;

c. Failure to adequately anticipate or capacity plan for normal and above operational demand for Computer Systems except where this demand is due to a denial of service attack;

d. Ordinary wear and tear, obsolescence, or gradual deterioration of the physical components of Computer Systems or Computer System software; or

e. Failure in the design, architecture, or configuration of Computer Systems.

Any Privacy or Security Event that is continuous or part of a series of repeated or related Privacy or Security Events will be considered to be a single Privacy or Security Event and will be considered to have commenced when the first such Privacy or Security Event commenced regardless of:

a. The number of individuals or entities engaged in such Privacy or Security Events;

b. The number of individuals or entities affected by such Privacy or Security Events;

c. The number of locations where such Privacy or Security Events occurred; or

d. The number of such Privacy or Security Events occurring or period of time over which they occur, even if subsequent Privacy or Security Events take place after the Coverage Document Period.

37. **Privacy Response Expenses** means the following reasonable and necessary costs incurred by the Member within one year of the discovery of a Privacy or Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Member or for which the Member is legally responsible:

a. For the services of a security expert designated by the Pool to determine the scope and cause of a Privacy or Security Event;

b. For the services of consultants or attorneys designated by the Pool to determine the Member's obligations, if any, under applicable law;

c. To notify affected individuals if required by applicable law or if the Member voluntarily elects to give such notice, and for the services of a contractor designated by the Pool to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;

d. For the services of a contractor designated by the Pool to provide identity theft protection services to affected individuals if the Member elects to provide such services; and

e. For the services of a public relations consultant designated by the Pool to avert or mitigate damage to the Member's reputation as a result of the Privacy or Security Event;

Provided, however, Privacy Response Expenses do not include:

a. Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and response to any Privacy or Security Event;

b. Claim Expenses;

c. PCI-DSS Assessments;

d. Electronic Equipment Damage and Data Recovery;

e. Network Interruption Costs;

f. Cyber Extortion Expenses;

g. Cyber Extortion Monies; or

h. Any direct financial loss sustained as a result of an eCrime Event.

38. **Proof of Loss Preparation Costs** means fees and expenses incurred by a Member for the services of a third-party forensic accounting firm to establish and prove the amount of loss, including those costs in connection with preparing a proof of loss. Proof of Loss Preparation Costs does not include any fees or expenses for consultation on coverage or negotiation of claims.

39. **Property Damage** means damage to, loss of use of, or destruction of any tangible property; however, Property Damage does not include the loss of use or damage of electronic equipment caused by the reprogramming of software (including the firmware) of such electronic equipment rendering it useless for its intended purpose. For purposes of this definition, "tangible property" shall not include Electronic Data.

40. **Regulatory Penalties** means any civil fine or civil monetary penalty imposed in a Regulatory Proceeding payable by a Member to the governmental entity bringing the Regulatory Proceeding and any sum of money that a Member is legally obligated to deposit in a fund as equitable relief for the payment of consumer Claims due to an adverse judgment or settlement of a Regulatory Proceeding.

41. **Regulatory Proceeding** means a civil investigative demand, Suit, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity's regulatory or Official Capacity.

42. **Securities** means negotiable and non-negotiable instruments or contracts representing either Money or tangible property that has intrinsic value.

43. **Suit** means a civil proceeding arising out of a Privacy or Security Event and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the Member must submit or does submit with the consent of the Pool.

44. **Telephone Fraud** means the act of a third party gaining access to and using the Named Member's telephone system in an unauthorized manner.

45. **Transfer Account** means an account maintained by the Named Member at a financial institution from which the Named Member can initiate the transfer, payment or delivery of Money or Securities.

46. **Waiting Hours Period** means the number of hours that must elapse once a Material Interruption has begun.

SECTION III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

1. Regardless of the number of:

   a. Members involved in a Claim or Covered Event;

   b. Persons or entities making Claims, bringing Suits, or bringing Regulatory Proceedings;

   c. Claims made or Covered Events,

   exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Loss. The Pool shall never be required to pay any amount in excess of the applicable Limits of Liability shown in the CCD.

2. The Pool's total liability for all Loss during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duty to defend any Member in connection with any Claims or Regulatory Proceedings then pending against the Member; and (2) the Pool's liability to pay any amounts for any Loss. Tender by the Pool, under

Section 1.C.10, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an exhaustion of the Aggregate limits.

3. The Limits of Liability are inclusive of Claims Expenses.

B. SUBLIMITS

a. Electronic Equipment and Data Recovery. The Limits of Liability are inclusive of a Loss for Electronic Equipment and Data Recovery Costs subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

b. Business Interruption. The Limits of Liability are inclusive of a Loss for Business Interruption subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

c. Cyber Extortion Expenses and Monies. The Limits of Liability are inclusive of a Loss for Cyber Extortion Expenses and Monies subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

d. eCrime Coverage. The Limits of Liability are inclusive of a Loss under the eCrime Coverage, subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

C. DEDUCTIBLE

The Pool will pay only those Losses which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the Declaration shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of $100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Losses which fall within the Deductible amount stated in the CCD the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Covered Event, and the Pool will pay only such amounts as are in excess of the deductible amount shown in the CCD. If two or more deductibles apply to a Covered Event which results in a Loss covered under this Coverage Document, the total deductible will not exceed the single largest deductible applicable to the Covered Event.

SECTION IV – EXCLUSIONS

This coverage does not apply to any Loss for, arising out of, or resulting from:

1. Bodily Injury or Property Damage;

2. Any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel; provided, however, that this exclusion shall not apply:

   a. To the extent the Member would have been liable in the absence of such contract or agreement; or

   b. To amounts payable as PCI-DSS Assessments.

   c. With respect to Privacy or Security Event Liability and Privacy or Security Expenses coverage, to the Member's obligations to maintain the confidentiality or security of personally identifiable information or third-party corporate information.

3. Any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended, or any other federal, state, local, foreign or common law rules or regulations involving antitrust, restraint of trade, unfair competition, or false or deceptive or misleading advertising;

4. Any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any Claim or Loss covered that results from a theft, loss or unauthorized disclosure of or access to Personal Information;

5. The actual or alleged unlawful collection or acquisition of Personal Information by or on behalf of the Member; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (i.e., opt-in or opt-out) from the collection, disclosure, or use of Personal Information; or

   The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, including actual or alleged violations of:

   i. The Telephone Consumer Protection Act (TCPA, including any amendment or addition to such law;

   ii. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

   iii. Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-Spam Act of 2203 and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the dissemination, recording, sending, transmitting, communicating or distribution of material or information.

This exclusion only applies if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the Member.

6. Any of the following conduct by a Member:

   a. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;

   b. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

   c. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

   d. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy; or

   e. Any actual or alleged violations of the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair Accurate Credit Transactions Act (FACTA).

7. Any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any Member; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by the Member, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by the Member;

8. The actual or alleged transmission of a communicable disease. This applies even if the claims against any Member allege negligence or other wrongdoing in the: Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; testing for a communicable disease; failure to prevent the spread of the disease; or failure to report the disease to authorities;

9. Any actual or alleged:

   a. Infringement of patent or patent rights or misuse or abuse of patent; or

b. Infringement of copyright arising from or related to software code, software products, hardware, or firmware; or

c. Use or misappropriation of any ideas, intellectual property, or trade secrets by a Member or on behalf of, or in collusion with a Member;

10. Any of the following:

    a. Trading losses, trading liabilities or change in value of accounts;

    b. Any loss of monies, securities or tangible property of others in the care, custody or control of the Member;

    c. The monetary value of any electronic fund transfers or transactions by or on behalf of the Member that is lost, diminished, or damaged during transfer from, to or between accounts, except for direct financial loss sustained as a result of an eCrime Event; or

    d. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged.

11. Any court order or demand requiring any Member to provide personally identifiable information to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority.

12. Any Claim made by or on behalf of a Member under this Coverage Document; however, this exclusion will not apply to an otherwise covered Claim made by a Member arising from a Privacy or Security Event.

13. Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including any Computer System and their component parts, mobile devices, and mechanical equipment.

14. War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any action taken by a governmental authority to hinder, control, prevent, suppress or defend against any of the aforementioned actions.

15. Any use of computers and associated input and output devices, data storage devices, networking equipment, and/or backup facilities by or on behalf of a sovereign state to disrupt, degrade, manipulate, or destroy information in the Named Member's Computer System.

16. The premeditated use of disruptive activities, or the threat to use disruptive activities, against the Named Member's Computer System with the intention to further social, ideological, political, or similar objectives, unless it results in the actual or reasonably suspected theft, loss, or unauthorized disclosure of or access to Personal Information.

17. Confiscation, nationalization, requisition, shutdown, destruction of, or damage to any property, Computer System, software, or electronic data if required by statute or by order of any governmental or public authority.

18. Any Covered Event that occurred before the Coverage Document Period and that any Member knew or reasonably should have known would result in a Claim, Suit or other Loss covered by this Coverage Document.

19. Any charge back, interchange fee, discount fee, service-related fee, rate, or charge; or liability or fee incurred by a Member due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to any PCI-DSS Assessments.

20. Any disclosure of Personal Information due to pixels, cookies, or any other similar tool in a website owned or operated by the Named Member which tracks or collects the Personal Information of the website's users.

21. Any acts, services, or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials, department, or agency of the Named Member, except for the unintended disclosure of Personal Information by a law enforcement official, department, or agency of the Named Member.

22. The failure to adequately supply electrical power or fuel arising out of the interruption of the electrical power supply or fuel supply.

SECTION V - CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or Loss in connection with which the breach occurred.

B. COVERAGE DOCUMENT AS PROPRIETARY

This Coverage Document is a proprietary instrument created by the Pool and includes confidential information and trade secrets that might be beneficial to competitors in the marketplace. Therefore, if requests are made for the Coverage Document, or for any other documents related to reasonably anticipated or ongoing litigation, the Member must inform the Pool immediately and may not turn over such documents without the Pool's written consent. In the event a request is made for such documents under the Public Information Act, the Member must object to the production with the Attorney General and provide third-party notice of the request to the Pool.

C. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period, and constitutes part of the Coverage Document for the Coverage

Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

D. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

E. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

F. ASSISTANCE AND COOPERATION OF THE MEMBER

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall:

   a. Upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool;

   b. Attend and participate in hearings;

   c. Attend and testify truthfully in depositions and trials; and

   d. Assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.

2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed or settled, or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, counterclaims, and efforts to settle a Claim, including offers of judgement.

5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

G. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

H. NOTICE TO THE POOL

1. As a condition precedent to the obligations of the Pool under this coverage, the Member must give written notice to the Pool of any Claim made against the Member as soon as practicable, but in no event later than the end of the Coverage Document Period or any Extended Reporting Period provided under Section VI.

2. As a condition precedent to the obligations of the Pool under this coverage, the Member must give written notice to the Pool of any Covered Event as soon as practicable and provide all such information relating to the Covered Event as the Pool may reasonably request.

3. If during the Coverage Document Period, any Member becomes aware of a Covered Event that may reasonably be expected to give rise to a Loss, including a Regulatory Proceeding or PCI-DSS Assessment, the Member must give written notice to the Pool of such Covered Event as soon as practicable, but in no event later than the end of the Coverage Document Period or any Extended Reporting Period provided under Section VI. Notice must include:

   a. A specific description of the Covered Event, including all relevant dates;

   b. The names of persons involved in the Covered Event, including names of potential claimants and a specific description of any Personal Information actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;

   c. The specific reasons for anticipating that a Loss may result from such Covered Event;

   d. The specific nature of the alleged or potential Loss arising from such Covered Event; and

e. The specific circumstances by which the Member first became aware of the Covered Event.

Any Claim subsequently made against any Member or First-Party Loss subsequently arising out of such Covered Event shall be deemed to be a Claim made or First-Party Loss paid during the Coverage Document Period in which the Covered Event was first reported to the Pool.

I. ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or Suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.

2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

J. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

K. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

   Texas Association of Counties Risk Management Pool
   Attn: Member Services
   P.O. Box 2131
   Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document for the following:

   a. For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

   b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;

   c. For fraud in the obtaining of coverage;

   d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

   e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

   f. For underwriting reasons;

   g. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

   h. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of Contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

L. RETAINED CONTRIBUTION PROPORTIONS

If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

M. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

N. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

O. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

P. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

Q. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

R. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

S. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

T. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

U. REPRESENTATIONS

By accepting this Coverage Document, the Member agrees that the Member's statements in the application for Coverage and renewal documents are the Member's agreements and representations, that this Document is issued in reliance upon the truth of such representations and that this Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Member and the Pool, and the Pool's duly adopted underwriting standards and criteria embody all agreements existing between the Member and the Pool or any of the Pool's agents relating to this Coverage Document.

V. PAYMENT

Payment of contribution to the Pool by the Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

W. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim or Loss, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. The Pool and the Named Member agree that the limits of Pool coverages do not combine with respect to payment of Damages, Claims Expenses, or any other Loss. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

X. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

Y. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

A. No Automatic or Optional Extended Reporting Period will be provided if the Pool cancels coverage for non-payment of contribution, cancels or rescinds coverage for material misrepresentation or fraud or cancels or rescinds coverage for violation by the Named Member of the Interlocal Participation Agreement, bylaws or other rules governing the conduct of Member of the Pool.

B. If the Pool cancels or non-renews the coverage provided under this Coverage Document, the Named Member will have the right to an automatic extended reporting period of (60) days, which will commence on the effective date of such cancellation or nonrenewal. During the automatic extended reporting period, a Member may give notice to the Pool of any Covered Event that commenced on or after the Retroactive Date, if any, shown in the CCD and before the effective date of the cancellation or non-renewal and for which a Claim was first made against the Member, or which gives rise to a First-Party Loss, during the Coverage Document Period or the automatic extended reporting period. Such notice must be given in accordance with Section V.G.

C. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in obtaining coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

D. An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

E. The extension of coverage for Claims made and reported after termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

F. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

G. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

H. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

I. The Automatic Extended Reporting Period will not apply where an Optional Extended Reporting Period has been purchased or to Claims that are covered under any subsequent coverage a Named Member purchased for a Member's benefit, or that would be covered by any such subsequent insurance or other coverage but for exhaustion of the amount of insurance applicable to the Claims or any applicable retention amount.

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

PUBLIC OFFICIALS LIABILITY
COVERAGE DOCUMENT

PUBLIC OFFICIALS LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II-DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by the Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses solely by reason of any Wrongful Act stated in a Claim.

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;

2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);

3. The Wrongful Act for which Claim is made happened during the Coverage Document Period or on or after the retroactive date set forth in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and

4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any Wrongful Act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Member alleging a Wrongful Act and seeking Damages potentially covered by this Coverage Document, except that the Pool's duty to defend shall terminate:

   a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
   b. If the Member committed, or is identified as the perpetrator of, reckless, malicious, or criminal acts or omissions;
   c. If we have paid the full amount of the Limits or sublimits applicable to the Claim or on Aggregate;
   d. If the Member breaches any duty under this Coverage Document.

2. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a Claim alleging fraud, dishonesty, or bad faith on the part of any Member that is excluded under Section IV.A.1.; provided, however, that the duty to defend will terminate if it is conclusively established that the acts of dishonesty, fraud, or bad faith were committed by the Member and were material to the Claim. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim.

3. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a reckless, malicious, or criminal act or omission Claim against a Member that is excluded under Section IV.A.8; provided, however, that the Pool's obligation is limited to the defense of the Named Member or any Member who did not commit, or is not identified as the perpetrator, of the reckless, malicious, or criminal act or omission.

4. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a constitutional or statutory takings Claim that is excluded from coverage under Section IV.A.7; provided, however, that the Pool's Claim Expense obligation is limited to $50,000 per Claim and $50,000 in the Aggregate. This limited duty to defend is the Pool's sole obligation under this provision.

5. If a suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend you against those causes of action which are not covered. If the Pool elects not to defend you against the non-covered causes of action, the Pool will notify you of our decision.

6. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Member. Member may retain additional counsel at its own expense but the Pool retains the exclusive right to control the defense.

7. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Member.

8. The Pool shall have the right to incur Claims Expenses and to make an investigation of any Claim or suit as may be deemed expedient by the Pool.

9. The Pool has no duty to defend a Member before a Claim is presented.

   a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

   b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

   c. Pre-claim involvement of the Pool under 9.a or 9.b shall not constitute a waiver of any rights the Pool may have pursuant to any provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 9.a or 9.b.

10. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative, or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor, or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

11. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of the settlements and Claims Expenses shall be conclusive on the Member.

12. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between

that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

13. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward and may result in the exhaustion of the Aggregate under the CCD.

14. The Pool will not pay Damages for any Claims where such payments are prohibited by federal or state statute or other applicable law.

SECTION II - DEFINITIONS

A. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.

B. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

C. **Back Wages** means salary or other remuneration owed as a result of the wrongful termination of employment. It does not include back benefits.

D. **Claim** means a written demand received by the Member specifically for money Damages, including punitive or exemplary damages and back wages, against the Member.

Claims based on or arising out of the same Wrongful Act or interrelated Wrongful Acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

E. **Claims Expenses** means:

1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;

3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by the Member of written consent from the Pool; and

4. Expenses incurred where the Pool, in accordance with Section I.B.9.a. of this Coverage Document, responds to a written request by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

F. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

G. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

H. **Coverage Document Period** means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

I. **Damages** means actual and compensatory money damages, Nominal Damages, and punitive damages, arising out of a Wrongful Act of a Member, and does not include:

1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, taxes, monies or fees collected or received by the Member, or any similar types of damages, or restitution of any kind for any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;

2. any damages resulting from harm to or interference with property of any Member or any employee, agent, or volunteer of the Member arising out of activity with or employment by Member, including loss of use of property;

3. any damages resulting from property seized, held, auctioned or sold by the Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;

4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the Member;

5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from the Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.

6. any consequential damages for losses not flowing directly and immediately from a Wrongful Act of the Member but that result indirectly from such Wrongful Act.

J. **Effective Date** means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

K. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include per Claim limits, any applicable sublimits, and Aggregate limits.

L. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by the Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

The district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the county attorney in a county that has a county attorney.

Anyone serving under a third-party contract with the Named Member is not a Member.

M. **Named Member** means a county or other political subdivision so designated in the CCD.

N. **Notice of Claim** means one of the following, whichever occurs first:

1. For a lawsuit against the Member, notice of the suit by service of process or otherwise; or

2. The Member obtains or receives knowledge or reason to believe that any Wrongful Act may reasonably be expected to result in a Claim.

O. **Nominal Damages** means compensatory damages in an amount of $100 or less, or those damages which are awarded not to compensate for an actual loss or injury but only to recognize a violation of rights.

P. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.

Q. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Section VII of this Coverage Document.

R. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

S. **Pool** means the Texas Association of Counties Risk Management Pool.

T. **Wrongful Act** means any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance, or nonfeasance by the Member, or Members in their Official Capacity, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in an Official Capacity.

SECTION III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

1. Regardless of the number of:

   a. Members involved in a Claim,

   b. Persons or entities who sustain Damages, or

   c. Claims made,

   exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

2. Claims based on or arising out of the same or related acts, omissions, or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim.

3. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

4. The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any claims made or then pending against Member; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims. Tender by the Pool, under Section I.B.13, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an Exhaustion of the Aggregate limits.

5. Tender by the Pool, under Section I.B.13, of an amount that would exhaust either the per Claim Limits of Liability for any Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claim Expenses with regard to any Claim or Claims.

6. Claims Expenses shall not be deducted from the Limits of Liability.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability thereon, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;

3. Up to $250 per bond premium on appeal bonds in any suit defended by the Pool and up to $250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the deductible amounts stated in the CCD. The deductible amount stated in the CCD shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of $100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.9.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

1. County or District Clerk. The Aggregate Limit of Liability is exclusive of a Claim against the county clerk or a deputy county clerk and the district clerk or a deputy district clerk for liability incurred through errors or omissions in the performance of their official duties. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the county clerk or a deputy county clerk shall not exceed $1,000,000. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the district clerk or a deputy district clerk shall not exceed $1,000,000. These Limits of Liability are provided in addition to and are distinct from the Limits of Liability provided under this Coverage Document.

2. Back Wages. The Limits of Liability are inclusive of a Claim against a Member for Back Wages subject to a sublimit not to exceed $50,000 per Claim and a $100,000 annual Aggregate Limit of Liability.

3. Prosecutor. The Limits of Liability are inclusive of Claim Expenses for a Claim against the county attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed $500,000 per Claim and a $1,000,000 annual Aggregate Limit of Liability.

4. Takings. The Limits of Liability are inclusive of Claim Expenses for a statutory or constitutional takings Claim up to a sublimit of $50,000 per Claim and a $50,000 annual Aggregate Limit of Liability.

5. Nominal Damages. The Limits of Liability are inclusive of a Claim against a Member for Nominal Damages, provided, however, that the Pool's duty to indemnify a Claim

resulting in an award of only Nominal damages and attorney's fees and expenses or punitive damages is subject to a sublimit not to exceed $250,000 per claim.

SECTION IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. Fraud, dishonesty, or bad faith of any Member, except as an element of a Claim of malicious prosecution.

2. Bodily Injury, sickness, assault or battery, communicable disease, or death of any person.

3. Physical injury to property or loss of use of property.

4. Any Wrongful Act performed while the Member was engaged in any activity for which the Member received compensation from any source other than the Named Member or was engaged other than by and through the specific authority of the Named Member.

5. False arrest, false imprisonment, excessive use of force, wrongful detention, wrongful eviction, wrongful entry, or other invasion of the right of private occupancy, wrongful or improper service of process, humiliation, libel, slander, or violation of an individual's right of privacy.

6. Any acts, services, or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials, department, or agency of the Named Member including budgeting for law enforcement, except as an element of: (a) a Claim of malicious prosecution; or (b) a Claim arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member.

7. Inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; nor the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants, including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants.

8. Reckless, malicious, or criminal act or omission of any Member who consented to or had knowledge of the reckless, malicious, or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

9. Reckless, malicious, or criminal act or omission by a Member who committed, or is identified as the perpetrator, of the reckless, malicious, or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

10. Acts or omissions relating to Member's fiduciary capacity as respects any employee benefit plan or as trustee of any employee benefit plan.

11. Continuous or repeated exposure to the same or similar conditions in which any exposure or condition existed or happened before the Coverage Document Period or the retroactive date set forth on the CCD, if any.

12. Professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the Named Member.

13. Laboratory testing or medical malpractice. For the purpose of this exclusion a medical malpractice Claim includes a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

14. A regulatory act or similar act by a Member that restricts, limits, or prohibits a person or entity's right to: (a) use property owned by the person or entity; or (b) to pursue a certain business.

15. Preparation of bid specifications, failure to supply governmental services, and strikes, riots, or civil commotion.

16. The failure to pay: (a) any bond, including interest on any bond; or (b) any debt, financial guarantee, or debenture.

17. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

1. Any Claim which alleges, involves, or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel.

2. Any Claim which alleges, involves or arises from labor relations, including, without limitation, labor organizing, collective bargaining agreements, work stoppages, the Fair Labor Standards Act, the Texas Payday Act, or the actions of civil service or oversight commissions.

3. Any Claim by or through any Member against another Member, either individually or collectively, nor to any Claim by any public official on behalf of a Member against any Member; nor to any Claim by a volunteer engaged in activities for any Member against any Member; however, this exclusion shall not apply to Claims arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member, nor to any Claim brought against a county clerk or deputy county clerk, or district clerk or deputy district clerk for liability incurred through errors and omissions in the performance of their official duties. For the purpose of this exclusion, the term Member includes an individual that was a Member at the time the Claim arose.

4. Demands or actions seeking equitable relief, or redress in any form other than money Damages; nor to any action, suit or proceeding seeking relief or redress in any form other than money Damages; nor to any investigatory, administrative, disciplinary, or criminal proceeding against a Member.

5. Demands or actions related to a Claim resulting from the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic information or a violation or failure of the security of the Named Member's Computer System.

6. Any statutorily created cause of action which authorizes a person with no direct relationship to the alleged statutorily prohibited conduct to recover damages or any other legal or equitable relief for the alleged statutorily prohibited conduct.

7. Any Claim arising out of the performance or non-performance of judicial duties and brought by a person who was not a party to the judicial proceeding.

8. This Coverage Document does not provide coverage for any liability, Claim, penalty or expense arising directly or indirectly from any Privacy or Security Event.

   For purposes of this exclusion the following terms have the following meanings:

   Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

   a. Operated by and either owned by or leased to any Member; or

   b. Operated by a third-party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting, or storing the Member's electronic data pursuant to a written contract with the Member for such services.

   Personal Information means an individual's name in combination with one or more of the following:

   a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format;

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial-of-service attack or receipt or transmission of malicious code;

c. A credible threat or series of related credible threats directed at a Member to: (1) release, divulge, disseminate, destroy, or use confidential information taken from the Member; (2) introduce malicious code into a Computer System; (3) corrupt, damage, or destroy a Computer System; (4) restrict or hinder access to a Computer System.

d. Financial loss as a result of a fraudulent instruction, funds transfer fraud, or telephone fraud.

SECTION V - CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.

2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed, or settled or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims.

5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and the Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and the Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

G. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against a Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

2. Immediately upon receipt of a Claim or Notice of Claim by a Member, and during the Coverage Document Period, give the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received; and

4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

H. ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant, and the Pool.

2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

I. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

   Texas Association of Counties Risk Management Pool
   Attn: Member Services
   P.O. Box 2131

Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document:

   a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

   b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;

   c. For fraud in the obtaining of coverage;

   d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver;

   e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

   f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

   g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or nonpayment of contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

K. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.

2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition, or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

T. PAYMENT

Payment of contribution to Pool by Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

V. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

W. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to

perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes, or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports, or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in the obtaining of coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

B. An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

C. The extension of coverage for Claims made and reported subsequent to termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days

after the termination of this Coverage Document: If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

Liability Renewal Questionnaire

Member: Maverick County

Coverage Period: October 1, 2026 through October 1, 2027

Thank you for participating in the TAC Risk Management Pool's Liability program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

The following coverage is eligible for renewal:

- General Liability
- Privacy or Security Event Liability and Expense Coverage
- Public Officials Liability
- Law Enforcement Liability

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative Sofia Maldonado at 800-456-5974 or sofiam@county.org.

Pool Coordinator

Our records indicate that the Member has designated the individual below as the Pool Coordinator for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Pool Coordinator: Rito Valdez	Email: cotreasurer@co.maverick.tx.us
Phone Number: (830) 773-2413	Fax Number: (830) 757-6957
Address: 370 N. Monroe Ste. 2	City, State, Zip: Eagle Pass TX, 78852-4577

Liability Renewal Questions

1. Please update the total number of budgeted Maverick County employees, including elected officials.

	Total	Airport	Hospital	
Full Time Employees:	405	0	0	Full Time = 35 or more hours per week
Part Time Employees:	7			Part Time = Less than 35 hours per week
Volunteers:				Volunteer = Actively serving

General Liability

Current General Liability Deductible: $0

To make changes to your current General Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
General Liability	☑			$1,000,000	☐	☐ $100k/$300k/$100k ☐ $250k/$500k/$250k ☐ $500,000 ☐ $1,000,000 ☐ $2,000,000
Unmanned Aircraft		☐ Add				

1. How many law enforcement watercrafts under 26 feet, do you own? N/A

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:
   a. U.A.S./ Drone Model and Value N/A
   b. Weight in lbs including all attachments N/A
   c. Year and Serial Number N/A
   d. Description of use N/A
   e. Operator Name N/A
   f. Date of Receipt of FAA COA & Registration Number as applicable N/A
   g. Total U.A.S./Drone flight hours N/A
   h. Description of Training Certifications N/A

3. Does your county own an airport? (Yes) No

   If yes, who operates the airport? Maverick County Airport

If the airport is privately operated, the Pool recommends Maverick County request a currently dated Certificate of Insurance issued by the airport operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

General Liability
Professional Liability (airport facility operations)
Employment Practices Liability
Property (if the County owns the building)

Privacy or Security Event Liability and Expense Coverage

Current Privacy or Security Event Liability and Expense Deductible: $10,000

To make changes to your current Privacy or Security Event Liability and Expense coverage, please complete the section below

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Privacy or Security Event Liability and Expense	☑			$500,000	☐	☐ $500,000 ☐ $1,000,000 ☐ $2,000,000
Business Interruption	☑			$50,000 / $50,000		
Electronic Equipment and Data Recovery	☑			$50,000 / $50,000		
eCrime	☑			$25,000 / $25,000		
Extortion	☑			$10,000 / $10,000		

Internal Cyber Security Point of Contact:

Name	Jesus Sanchez	**Title**	Human Resources Director
Telephone	830 - 752-4489	**Email**	hr @ co.maverick.tx.us

Please complete all the following questions concerning the Information Technology environment within your organization. These questions are intended to be answered by an IT Director (or equivalent professional) with adequate knowledge of the organization's cybersecurity measures and protocols. All questions require completion for Privacy or Security Event Liability coverage. Increased limits will require underwriting review for consideration.

To be considered for a $1M Privacy or Security Event Liability and Expense limit the following must be met satisfactorily:

1. Our staff receive mandatory cybersecurity awareness training at least annually on expectations of staff to recognize common cyber-attacks, such as social engineering and phishing, to report possible cybersecurity incidents or other types of cyber-attacks, and to know who to report cybersecurity issues/problems to.
   a. No, we do not receive mandatory cybersecurity awareness training annually.
   (b) Yes, we are required to participate in mandatory cybersecurity awareness training at least annually.
2. Our staff logs in to their web-based email using multi-factor authentication (e.g., receiving a text message to validate log in).
   (a) True
   b. False
3. Our critical and sensitive data is backed up, stored and encrypted offline on a different logical or physical network such as a cloud backup to support recovery from a catastrophic cyber incident if required.
   a. True, but our backups are not stored offline on a different logical network location; they are connected to our IT network, and they are encrypted.
   (b.) True, our backups are offline (in a different logical network) and encrypted.
   c. True, our backups are offline (such as a manual hard drive backup), but they are not encrypted.
   d. False, we do not back up our critical or sensitive data.

To be considered for a $2M Privacy or Security Event Liability and Expense limit the following must be met satisfactorily in addition to the questions noted above:

4. My organization/county has formalized IT and cybersecurity policies and plans that document, for example, guidelines for acceptable use of IT, passwords, reporting of unusual activity (e.g., workstation locking up or not functioning properly), cybersecurity training, and cyber incident response.
   a. We have no documented policies or plans.
   b. We have some documented policies, procedures, and plans, but there are known gaps.
   (c.) We have a robust, well documented IT and cybersecurity program that is current.
5. Our organization/county requires multi-factor authentication for remote access to our network (both cloud-hosted and on-premises, including Virtual Private Networks (VPNs))
   (a.) True
   b. False
6. We review our organizations' IT and cybersecurity policies, procedures, and plans at least annually and we make updates/changes based on changes in the organization, the cybersecurity environment, and technology.
   (a.) True
   b. False
7. In the case of a cybersecurity incident, we report the incident to.
   a. Cyber Insurance Provider
   b. Cyber Insurance Provider and Law Enforcement
   (c.) Cyber Insurance Provider, Law Enforcement, and Cyber Incident Support Vendors (may include Cyber Forensics, Cyber Legal Support, and other Cyber Incident support)
   d. None of the Above

8. We have staff (either internal staff or outsourced contractors/vendors) who are responsible for maintaining our IT systems and applying maintenance and cybersecurity patches to software on the workstations within our organization.
    a. No, we do not have staff/contractors who perform this function.
    b. Yes, we do have staff/contractors who perform this function.
9. We have cybersecurity tools and systems that monitor who is on our network, when they are on the network, and what network resources they are using.
    a. True
    b. False
10. We have implemented email content filtering and web content filtering to identify unauthorized activity, malicious attachments, and other prohibited activity that may negatively impact our IT network and systems.
    a. True
    b. False
11. We conduct interactive or simulated social engineering (i.e., KnowBe4 phishing emails) training.
    a. True
    b. False
12. We have implemented tools (e.g., Endpoint Detection and Response tools such as Microsoft Defender for endpoints, CrowdStrike Falcon, or Malwarebytes Endpoint Security) to automatically monitor, log, and report unusual and unauthorized activities that occur on our IT workstations.
    a. True
    b. False
13. We have software/hardware that is no longer supported by the manufacturer or vendor but is active on our IT network.
    a. Yes, we have outdated hardware or software on our network that is no longer supported by the manufacturer or vendor.
    b. No, we do not have any hardware or software on our IT network that is no longer supported by the manufacturer or vendor.
    c. I do not know.
14. We have a formal Disaster Recovery Plan and a formal Business Continuity Plan that guides us in setting the priority of system (applications / systems / databases) restoration to recover from a cyber incident that impacts our business operations.
    a. True
    b. False

Money Transfer Controls

15. Are employees who are responsible for disbursing or transmitting funds provided anti-fraud training, including detection of social engineering, phishing, business email compromise, and other scams, on at least an annual basis?
    a. Yes
    b. No
16. When a vendor or supplier requests any change to its account details (including routing numbers and account numbers), do you confirm requested changes via an out-of-band authentication (a method other than the original means of request)? For example, if a request is made by email, a follow-up phone call is placed to confirm that the supplier or vendor made the request.
    a. Yes
    b. No

Public Officials Liability

Current Public Officials Liability Deductible: $10,000

To make changes to your current Public Officials coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Public Officials Liability	☑			$2,000,000	☐	☐ $2,000,000 ☐ $3,000,000
District Attorney	☑		☐ Reject			
District Judge	☑		☐ Reject			
Back Wages - Optional Increased Limits (included coverage limit is $50,000/$100,000)		☐ Add			☐	☐ $50,000/$100,000 ☐ $100,000/$250,000 ☐ $250,000/$500,000 ☐ $500,000/$1,000,000 ☐ $1,000,000/$1,000,000

Law Enforcement Liability

Current Law Enforcement Liability Deductible: $25,000

To make changes to your current Law Enforcement Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Law Enforcement Liability	☑			$2,000,000	☐	☐ $2,000,000 ☐ $3,000,000
District Judge	☑		☐ Reject			
District Attorney	☑		☐ Reject			
Unmanned Aircraft		☐ Add				

1. Please review the list of law enforcement departments and agencies below and add or delete as appropriate:

Example: Sheriff's Department, Constables' Offices, Detention Facilities

✓ **Maverick County Attorney's Office**
✓ **Maverick County Constable's Office**
✓ **Maverick County Employees Of The District Attorney's Office**
✓ **Maverick County Juvenile Probation Department**
✓ **Maverick County Sheriff's Office**

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

a. U.A.S./ Drone Model and Value N/A
b. Weight in lbs including all attachments N/A
c. Year and Serial Number N/A
d. Description of use N/A
e. Operator Name N/A
f. Date of Receipt of FAA COA & Registration Number as applicable N/A
g. Total U.A.S./Drone flight hours N/A
h. Description of Training Certifications N/A

3. Please provide below, the current budgeted number of Law Enforcement personnel for all law enforcement office, department, and agency listed above. *If no Juvenile - Class B personnel are reported, coverage will not be provided for these personnel.*

NOTE: Full time = 35 or more hours per week. Part Time = Less than 35 hours per week

Actively Engaged			**Juvenile**			**Other**			**Reserves**		
Include: sheriff, deputies, armed investigators, armed bailiffs, constables, jail admins, jailers, other front line personnel			**Include:** probation officers, detention center guards, boot camp instructors			**Include:** dispatchers, unarmed prosecutors' investigators, jail nurses, cooks, clerical, unarmed bailiffs, other personnel			**Include:** all reserve and auxiliary officers and employees		
Class A	Full Time:	113	Class B	Full Time:	13	Class C	Full Time:	50	Class D	Full Time:	
	Part Time:	4		Part Time:			Part Time:			Part Time:	

4. Does Maverick County participate in a Law Enforcement Task Force? (Yes) No

   If yes, do you lead this Task Force? Yes No

   Name of Law Enforcement Task Force: DEA Task Force

5. Do you participate in a Mutual Aid Agreement? Yes (No)

   If yes, list name of Mutual Aid Agreement N/A

6. Is any law enforcement officer, office, department or agency for which coverage is requested under any criminal or administrative investigation? Yes (No)

   If yes, provide details or circumstances which are unprivileged public information. N/A

7. Does Maverick County own a Jail Facility and/or Detention Facility? (Yes) No

If yes, who operates the Jail Facility? Tom Bowles Detention Center

If yes, who operates the Detention Facility? Tom Bowles Detention Center

If the Jail Facility or Detention Facility is privately operated, the Pool recommends Maverick County request a currently dated Certificate of Insurance issued by the facility operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

General Liability

Professional Liability

Employment Practices Liability

Property (if the County owns the building)

8. If Maverick County operates a Jail Facility and/or Detention Facility, please provide a copy of the Certificate of Compliance from the Texas Commissions of Jail Standards.

9. If a copy of the Certificate of Compliance is not held, attach information on actions being taken to bring facility into compliance. NOTE: Failure to provide Certificate of Compliance from the Texas Commissions of Jail Standards may result in the jail being excluded from coverage. See attachment

Unreported Claims

Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? Yes (No)

If yes, please describe:

Has the situation been reported to TAC Claims Department? Yes No

N/A

Acknowledgement and Acceptance

Maverick County (Member) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Member acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by Member as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If Member makes no changes, the Pool will assume Member is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. Member understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.

Signature of County Judge or presiding official of the Political Subdivision

6/15/2026
Date

Outlook

MCSO Jail Certificate

From jcruz <jcruz@co.maverick.tx.us>
Date Fri 3/13/2026 4:42 PM
To smartinez <smartinez@co.maverick.tx.us>

1 attachment (397 KB)
Certificate of Compliance.pdf;

Please see attached.

Joshua Cruz #201

Assistant Warden

Maverick County Sheriff's Office
Tom Bowles Detention Center
1051 Balboa Jones Memorial Hwy 57
Eagle Pass, Texas 78852
Office Tel: (830)773-2321 ext. 600
Office Fax: (830)757-2384
Mobile: (830)325-2904
jcruz@co.maverick.tx.us

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify by replying to this email. Please consider the environment before printing this email.

FY 2025- 2026

TAC- Law Enforcement Liability for Personal Offices

Activiely Engaged

Updated 6/11/2026

Includes: Sheriff, Deputies, Armed Investigators, Armed Bailiffs, Constables, Jail Admin., Jailers & Front Line Personnel

Class A		Full Time- Active	113
		Part Time- Active	4
	560	Full Time- Vacancy (Deputies)	12
	561	Full Time- Vacancy (Jailers)	0
			129 Total

Departments- Actively Engaged

462	Constable Pct. 1	2	Full Time
462	Constable Pct. 1	2	Part Time
463	Constable Pct. 2	4	Full Time
464	Constable Pct. 3-1	4	Full Time
465	Constable Pct. 3-2	2	Full Time
466	Constable Pct. 4	4	Full Time
475	Investigator	1	Full Time
560	Sheriff	1	Full Time
560	Bailiff/ Civil Process	2	Full Time
560	Deputies	25	Full Time
560	Investigators	7	Full Time
560	Lieutenant	2	Full Time
560	Sergeant	3	Full Time
561	Warden/ Compliance Officer/ Jail Admin.	3	Full Time
561	Jailers	30	Full Time
561	Jailers	2	Part Time
561	Transport Officers	5	Full Time
170-436	Investigators	4	Full Time
174-970	Probation Officer	2	Full Time
174-970	Assist. Attorney	1	Full Time
466-500	Deputies	4	Full Time
466	Constables	5	Full Time
466-517	Investigator	2	Full Time
		117	**Total**

Juvenile/ Adult Probation- Unarmed

Includes: Probation Officers, Detention Center, Guards, Boot Camp Instructors

Class B	Full Time	13	Total

Departments- Not Engaged

201	Juvenile Probation- Unarmed	7	Full Time
229	Juvenile Probation- Unarmed	5	Full Time
		12	**Total**

Other- Unarmed

Includes: Dispatcher, Unarmed Prosecutors, Investigators, Jail Nurses, Cooks, Clerical Unarmed Bailiffs and other personnel

Class C	Full Time	50	
		50	**Total**

Departments- Not Engaged

475	Clerk/Paralegal/ Legal Assist.	3	Full Time
560	Dispatchers	5	Full Time
560	Clerks / Bookkeeper	3	Full Time
560	Mechanic	0	Full Time
561	Clerks/ Secretary/ Admin.	5	Full Time
561	Maintenance/ Custodian	4	Full Time
561	Nurse/ Medical Staff	2	Full Time
201	Clerks/ Secretary	0	Full Time
229	Clerks/ Secretary	2	Full Time
170-436	Clerks/ Secretary	2	Full Time
170-436	Prosecutors- Unarmed	3	Full Time
170-970	Clerk/ Assist. Coordinator	2	Full Time
174-970	Clerks/ Secretary	3	Full Time
174-970	Paralegal / Assist Coordinator	2	Full Time
466-500	Clerk	2	Full Time
466-517	Clerk	3	Full Time
466-517	Probation Officer/ PTR Officer	4	Full Time
466-517	Paralegal/ Assist. Attorney	3	Full Time
		48	**Total**

Reserve

Includes: All Reserve and Auxiliary Officers and Employees

Class D

Full Time	0
Part Time	0
0	**Total**

Departments

Pct. 1	Reserved Deputies	18	Reservse
Pct. 2	Reserved Deputies	26	Reservse
Pct. 3-1	Reserved Deputies	8	Reservse
Pct. 3-2	Reserved Deputies	38	Reservse
Pct. 4	Reserved Deputies	36	Reservse
560	Reserved Deputies	60	Reservse
		186	**Total**

Description of Depts.

Department	Fund
Constable Pct. 1	100-462
Constable Pct. 2	100-463
Constable Pct. 3-1	100-464
Constable Pct. 3-2	100-465
Constable Pct. 4	100-466
County Attorney	100-475
Sheriffs Office	100-560
Detention Center	100-561
District attorney	170
District attorney	174
Juvenile Probation	201 & 229

Grants	Fund
County Attorney	466-517
Constables	466
Sheriffs	466-500

Law Enforcement Departments:

County Attroney
Constables
Sheriffs
District Attroney
Juvenile Probation
Jail/Detention

From: Yanis Robles
To: Sofia Maldonado
Subject: Fw: 2026-2027 TAC Renewal
Date: Tuesday, June 23, 2026 2:24:49 PM
Attachments: image001.png

EXTERNAL SENDER: Take care opening links or attachments.

This is what I received from IT dept.

Yanis Robles
Maverick County
Treasurers Dept.
830-773-2413

From: agonzalez <agonzalez@co.maverick.tx.us>
Sent: Tuesday, June 23, 2026 2:23 PM
To: Yanis Robles <yrobles@co.maverick.tx.us>
Subject: Re: 2026-2027 TAC Renewal

Good afternoon,

We have recently upgraded all of our Firewalls for every office in Maverick County. These new firewalls are modern up to date have current subscriptions for security and threat intelligence which include updates, DNS filtering, anti-malware and sandboxing and application control.

Also implemented is Active Directory for all county offices. This allowed us to create strict policies that don't allow users to install or run executable files without I.T. approval, automatic lock out screen, 90 day password change policy etc.

County wide backup for all desktops and servers to 2 remote sites, giving us the ease to recover, reroute and deploy in the event of a disaster.

If any other questions please advise.

Thank you

From: Yanis Robles <yrobles@co.maverick.tx.us>
Sent: Tuesday, June 23, 2026 12:07 PM
To: agonzalez <agonzalez@co.maverick.tx.us>
Subject: Fw: 2026-2027 TAC Renewal

From: Sofia Maldonado
To: "Yanis Robles"
Subject: RE: 2026-2027 TAC Renewal
Date: Tuesday, June 23, 2026 12:11:00 PM
Attachments: image001.png
Cyber Follow Up.pdf

Ms. Robles,

Thank you for taking my call to review the cyber follow up. Can you see if your IT contact is able to provide you some additional context/clarification on the following risk control mitigations that were implemented by Maverick County to assist our underwriter in reviewing your current cyber posture.

Thank you,

Sofia Maldonado
Member Services Representative
Risk Management Services
sofiam@county.org | www.county.org
Office: 512-615-2869, 800-456-5974
1210 San Antonio | Austin, Texas 78701

The mission of the Texas Association of Counties is to unite counties to achieve better solutions.

TAC Way #10. BE RELENTLESS ABOUT CONTINUOUS IMPROVEMENT. "Because we've always done it that way" is not a reason. Constantly evaluate every aspect of your job to find ways to improve. Share what you learn so that others can benefit from best practices as well. Be a "lifetime learner." Continually invest in your own education, both formally and informally. Never stop improving your technical and personal skills. Excellence is a journey, not a destination.

From: Yanis Robles <yrobles@co.maverick.tx.us>
Sent: Tuesday, June 23, 2026 11:52 AM
To: Sofia Maldonado <SofiaM@county.org>
Subject: Re: 2026-2027 TAC Renewal

EXTERNAL SENDER: Take care opening links or attachments.

In 2026-2027 we will have a new system that has implemented differently that we have now.
Which is why we have different responses.

Yanis Robles
Maverick County
Treasurers Dept.
830-773-2413

From: Sofia Maldonado <SofiaM@county.org>
Sent: Tuesday, June 23, 2026 11:47 AM
To: Yanis Robles <yrobles@co.maverick.tx.us>
Subject: FW: 2026-2027 TAC Renewal

Ms. Yanis,

We will proceed with the staff as provided. I have the following to verify with you.

- Cyber (PSEL) -This one shows 2 replies this year that are different from the prior year. Attached is a comparison from 2025 to 2026 please advise what the county has implemented or changed that led to the different replies in question 4 and 14 this year. Please let me know what you hear back from Ms. Sanchez on these.

Thank you,

Sofia Maldonado
Member Services Representative
Risk Management Services
sofiam@county.org | www.county.org
Office: 512-615-2869, 800-456-5974
1210 San Antonio | Austin, Texas 78701

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TAC Way #10. BE RELENTLESS ABOUT CONTINUOUS IMPROVEMENT. "Because we've always done it that way" is not a reason. Constantly evaluate every aspect of your job to find ways to improve. Share what you learn so that others can benefit from best practices as well. Be a "lifetime learner." Continually invest in your own education, both formally and informally. Never stop improving your technical and personal skills. Excellence is a journey, not a destination.

From: Yanis Robles <yrobles@co.maverick.tx.us>
Sent: Monday, June 15, 2026 3:43 PM
To: Sofia Maldonado <SofiaM@county.org>
Subject: 2026-2027 TAC Renewal

EXTERNAL SENDER: Take care opening links or attachments.

Good afternoon, Sofia,

Attached is our 2026-2027 TAC Renewal Questionnarie.

From: Yanis Robles
To: Sofia Maldonado
Subject: 2026-2027 TAC Renewal
Date: Monday, June 15, 2026 3:43:06 PM
Attachments: 2026-2027 TAC Renewal.pdf

EXTERNAL SENDER: Take care opening links or attachments.

Good afternoon, Sofia,

Attached is our 2026-2027 TAC Renewal Questionnarie.

Please let me know if you have any questions or if I am missing any forms or information.

Thank you,

Yanis Robles
Maverick County
Treasurers Dept.
830-773-2413

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From: Sofia Maldonado
To: "yrobles@co.maverick.tx.us"
Subject: FW: **ACTION ITEM - Maverick County Liability Renewal Questionnaire
Date: Friday, June 12, 2026 11:17:00 AM
Attachments: image001.png
TAC RENEWAL 26-27.pdf
Maverick County - Returned Renewal Questionnaire.pdf

Ms. Yanis,

Thank you for taking my call. I will hold for the staff and Cyber parts of the renewal. For your reference, attached is the renewal from last year. Let me know if you all have any questions.

Have a good day,

SOFIA MALDONADO
Member Services Representative
Risk Management Services
sofiam@county.org | www.county.org
Office: 512-615-2869, 800-456-5974
1210 San Antonio | Austin, Texas 78701

The mission of the Texas Association of Counties is to unite counties to achieve better solutions.

TAC Way #8. BE ACCOUNTABLE. Act like you are an owner in the organization. Ownership accountability means holding yourself to account, holding others to account and the willingness to be held to account. Own being a model for the culture.

From: Yanis Robles <yrobles@co.maverick.tx.us>
Sent: Friday, June 12, 2026 10:48 AM
To: Sofia Maldonado <SofiaM@county.org>
Subject: Re: **ACTION ITEM - Maverick County Liability Renewal Questionnaire

EXTERNAL SENDER: Take care opening links or attachments.

Good morning, Sofia,

Attached are the documents for the renewal.
Please let me know if I am missing something or need more information.
This is all new to me and I am hoping I did it correctly.

Thank you,

Yanis Robles
Maverick County
Treasurers Dept.

From: Yanis Robles
To: Sofia Maldonado
Subject: Re: **ACTION ITEM - Maverick County Liability Renewal Questionnaire
Date: Friday, June 12, 2026 10:48:11 AM
Attachments: image001.png
TAC RENEWAL 26-27.pdf

EXTERNAL SENDER: Take care opening links or attachments.

Good morning, Sofia,

Attached are the documents for the renewal.
Please let me know if I am missing something or need more information.
This is all new to me and I am hoping I did it correctly.

Thank you,

Yanis Robles
Maverick County
Treasurers Dept.
830-773-2413

From: Sofia Maldonado <SofiaM@county.org>
Sent: Thursday, June 11, 2026 9:32 AM
To: cotreasurer <cotreasurer@co.maverick.tx.us>
Cc: smartinez <smartinez@co.maverick.tx.us>; Ernesto Galindo <ErnestoG@county.org>
Subject: FW: **ACTION ITEM - Maverick County Liability Renewal Questionnaire

You don't often get email from sofiam@county.org. Learn why this is important

Dear Hon. Valdez,

Friendly reminder that your renewal questionnaire is **due no later than July 1, 2026**. Please let me know if you have any questions or if you'll require additional time to complete the questionnaire. If the questionnaire is not received by the due date, we will renew your policy as expiring.

Key Reminders:

Law Enforcement Liability

- **Officers:** Report all County Law Enforcement Personnel in the section titled *Law Enforcement Personnel Count Information.*
    - This should include all budgeted positions for Sheriff/Jail Personnel, Constable Personnel, Juvenile Personnel and other Law Enforcement staff.
    - Law Enforcement Personnel counts may be requested from your County

TEXAS COMMISSION ON JAIL STANDARDS

INTERIM EXECUTIVE DIRECTOR
Ricky Armstrong

P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185
Agency Website: http://www.tcjs.state.tx.us
E-mail Address: info@tcjs.state.tx.us

April 15, 2026

Sheriff Tom Schmerber
Maverick County Sheriff's Office
1051 Balboa Jones Memorial HWY 57
Eagle Pass, TX 78852

Dear Sheriff Schmerber,

The most recent inspection of the Maverick County Jail on April 9, 2026, 2026, by Texas Commission on Jail Standards Inspector Martin Arnold has demonstrated that your facility is in compliance with Texas Minimum Jail Standards.

Enclosed you will find the Certificate of Compliance for the Maverick County Jail.

If you have any questions, please feel free to contact me.

Sincerely,

Ricky Armstrong
Interim Executive Director

RA/gw

cc: Judge Ramsey Cantu, Maverick County

**__Note:__ Please be advised that technical assistance was provided in some areas. The Requirements Review has been attached for your review to ensure that you are fully aware of the issues. Failure to address the technical assistance areas in a timely manner may result in the issuance of a notice of non-compliance.

Sheriff Kelly Rowe, Chair
Dr. Esmaeil Porsa, M.D., Vice-Chair
Judge Joseph "Joe" Fauth, III, Plantersville
Sheriff Richard Kirkpatrick, Kingsville
Ross Reyes, Melissa
Patricia M. Anthony, Garland
Commissioner Ben Perry, Waco
Duane Lock, Southlake
Monica McBride, Alpine

"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".
To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas

Texas Commission on Jail Standards

Maverick County Jail

Eagle Pass, Texas

April 9, 2026
Date(s) of Inspection

SUBJECT: **Comprehensive Inspection Report**

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

☐ The facility was inspected on the date(s) indicated above, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.

Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.).

☑ This facility was inspected on the date(s) indicated above. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Martin P. Arnold

Martin P. Arnold, TCJS Inspector

Inter-Office Use Only

Received by:	4/14/2026 Date
Reviewed by:	4/13/2026 Date

cc: **Judge**
Sheriff

RECEIVED
By Gary Wigal at 9:58 am, Apr 14, 2026

TEXAS COMMISSION ON JAIL STANDARDS

County: Maverick

Sheriff: Tom Schmerber
email: sheriffschmerber@co.maverick.tx.us

Judge: Ramsey Cantu
email: ramsey.cantu@co.maverick.tx.us

Jail Administrator: Roberto Parra
email: warden@maverickcountysheriff.com

Inspector: Martin P. Arnold, TCJS Inspector

Last Inspection: May 28, 2025 Compliant: Yes Inspection Date(s): April 9, 2026
Remedial Order: Effect:

Reportable Incidents (Previous 12 month History)

Fires	0	Escapes	0	FOR	Jim Wells
Deaths	1	Walkaway	0		
Suicides	0	Secured	0		

Contract Inmates Housed

Jim Wells	30

Date Plans Approved: May 14, 2014

1. *Facility Name* Tom Bowles Detention Facility (Maverick Co. Jail)

Address: 1051 Balboa Jones Memorial Zip Code: 78355
City: Eagle Pass State: TX
Phone #: (830)773-2321 Fax #: (830)757-1057
Built: 1990 Renovated: N/A Addition: 2001
Type: Med/Max Number of Variances: 0

Drill Time: 1:19
Facility Capacity: 250
Average Daily Population:
Housing Total this Date: 132
Holding Total this Date: 0

2. *Facility Name*

Address: Zip Code:
City: State:
Phone #: Fax #:
Built: Renovated: Addition:
Type: Number of Variances:

Drill Time:
Facility Capacity:
Average Daily Population:
Housing Total this Date:
Holding Total this Date:

3. *Facility Name*

Address: Zip Code:
City: State:
Phone #: Fax #:
Built: Renovated: Addition:
Type: Number of Variances:

Drill Time:
Facility Capacity:
Average Daily Population:
Housing Total this Date:
Holding Total this Date:

Housing Capacity 250

Cells		Capacity
Sep Cells	20	20
Single Cells	30	30
M.O. Cells	25	200
Dorms	0	0
Neg Press Cells	0	0
Medical Cells	0	0

Notes: Negative Pressure Cells and Medical Cells are in the above count.

Holding Capacity 11

Cells		Capacity
Holding Cells	1	5
Detoxification Cells	1	4
Violent Cells	2	2

Construction Security Level

Minimum Capacity	0
Medium Capacity	0
Maximum Capacity	250

Females: 16 (Female Population Today)
# of Cells: 30
# of Bunks: 140

Contract Inmates
100 + Capacity (30% + Non - TX)
☐ Yes ☑ No

Population: (During Inspection) ***Housing*** 132 ***Hold/Detox/Violent*** 0 ***Total System Population*** 132

Total Inspection Time: 8 hours ***Total Average Daily Population*** 120.83

Interview with Court Representative ☑ Yes ☐ No

Chief Deputy

Jail Administrator

RECEIVED
By Gary Wigal at 9:58 am, Apr 14, 2026

Commissioners Court Representative

rev. 6/2027

TEXAS COMMISSION ON JAIL STANDARDS - INSPECTION REQUIREMENTS REVIEW

Martin P. Arnold, TCJS Inspector

Facility Name: Maverick County Jail **Date:** April 9, 2026

Chapter	Title	Comments
259	New Construction	Conducted a walk through inspection of the facility.
261	Existing Construction	Conducted a walk through inspection of the facility.
263	Life Safety	Inspected life safety equipment and conducted and observed emergency drill. Reviewed documentation. Conducted staff interviews.
265	Admission	Reviewed a random sample of 25 inmate files. Interviewed staff. Reviewed policy. **Technical assistance provided - Upon review of the VRSS report, it was discovered that the weekly reports to the TVC were not being submitted. Follow-up required - Jail Administration shall submit to this inspector copies of the weekly TVC reports for the next 30 days.**
267	Release	Reviewed a random sample of 10 inmate files. Interviewed staff.
269	Records/Procedures	Reviewed policy and documentation. Interviewed staff and reviewed ADA compliance evaluation.
271	Classification	Reviewed a random selection of 25 inmate files. Reviewed staff training records. Reviewed internal classification audits. Reviewed policy. Interviewed staff.
273	Health Services	Reviewed a random selection of 25 files. Interviewed staff and inmates. Reviewed training records. Reviewed policy.
275	Supervision	Reviewed all 50 officer TCOLE certification records. Reviewed officer documentation. Interviewed
277	Personal Hygiene	Conducted a facility walk through. Reviewed facility schedule.
279	Sanitation	Conducted a facility walk through. Interviewed staff and inmates. Reviewed policy.
281	Food Service	Conducted walk through inspection in kitchen area. Interviewed staff. Reviewed documentation.
283.1	Discipline	Reviewed 25 disciplinary hearing records. Interviewed staff and inmates. Reviewed policy. Reviewed inmate rules.
283.3	Grievance	Reviewed 25 inmate grievance/complaints. Reviewed policy. Interviewed staff and inmates.
285	Exercise	Walk through of exercise area conducted. Reviewed documentation. Interviewed staff and inmates.
287	Education/Library	Reviewed policy and schedule. Interviewed staff and inmates.
289	Work Assignments	Reviewed policy and schedule. Interviewed staff and inmates.
291.1	Telephone	Reviewed policy and schedule. Interviewed staff and inmates.
291.2	Correspondence	Reviewed policy and schedule. Interviewed staff and inmates.
291.3	Commissary	Reviewed policy and schedule. Interviewed staff and inmates.
291.4	Visitation	Reviewed policy and schedule. Interviewed staff and inmates.
291.5	Religious Practices	Reviewed policy and schedule. Interviewed staff and inmates.
xxx	Variances	All facility variances were reviewed.
xxx	Remedial Orders	Not applicable.
xxx	Complaints	Not applicable.
xxx	CCQ	All required personnel are trained and certified with the CCQ system and inquiries are being performed on all inmates at intake.

RECEIVED
By Gary Wigal at 9:58 am, Apr 14, 2026

TEXAS COMMISSION ON JAIL STANDARDS
Technical Assistance

Facility Name: Maverick County Jail **Date:** April 9, 2026

Martin P. Arnold

Martin P. Arnold, TCJS Inspector

Item	Section	Paragraph	Comments
1	265	.13	(c) Each sheriff shall maintain a log of positive VRSS returns with identifying prisoner number and whether a referral card was issued to the identified veteran prior to his or her release. If a referral card was not issued, a reason shall be provided on the log. A report shall be provided to the Texas Veterans Commission of positive identification of veteran status weekly. **Upon review of the VRSS report, it was discovered that the weekly reports to the TVC were not being submitted.**

RECEIVED
By Gary Wigal at 9:58 am, Apr 14, 2026

CERTIFICATE OF COMPLIANCE

This is to certify that the

MAVERICK COUNTY JAIL

Has been duly inspected on

April 9, 2026

and has been found that date to be in compliance with

Texas Minimum Jail Standards

Under Authority of Government Code,
Chapter 511, Texas Commission On Jail Standards

Ricky Armstrong
Interim Executive Director

CERTIFICATE OF COMPLIANCE

This is to certify that the

MAVERICK COUNTY JAIL

Has been duly inspected on

February 27, 2026

and has been found that date to be in compliance with

Texas Minimum Jail Standards

Under Authority of Government Code,
Chapter 511, Texas Commission On Jail Standards

Ricky Armstrong

Ricky Armstrong
Interim Executive Director



REGULAR ITEMS

29

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to accept the 2026-2027 TPS contribution for coverage for Auto, Physical Damages, Property, Equipment, & Crime.
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING: Rito Valdez
BACKGROUND/PREVIOUS ACTION:	
COST: **$ 747,839.00**	BUDGETED LINE ITEM: 100-08200-691
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approval for TPS 2026-2027	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS: See attached	
SUGGESTED MOTION:	

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

Outlook

Renewal Quote

From Kim Pruski <lvins@lv-insurance.com>
Date Thu 8/13/2026 3:21 PM
To Yanis Robles <yrobles@co.maverick.tx.us>
Cc Jaime Rodriguez <jrodzins@yahoo.com>

1 attachment (2 MB)
scan.pdf;

Please find attached the renewal quote. It is approximately $5,000 higher than last year but we had an increase in vehicles by 11 units. Please let me know if you have any questions.

Thanks,
Kim Pruski
La Vernia Insurance Agency, Inc.
(830)779-2595
lvins@lv-insurance.com

-----Original Message-----
From: LVINS <lvins2595@gmail.com>
Sent: Thursday, August 13, 2026 3:17 PM
To: Kim Pruski <lvins@lv-insurance.com>
Subject: Scan

Scan to email

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

SUMMARY OF PROPOSAL

County of Maverick

10-01-2026 to 10-01-2027

COVERAGE	DEDUCTIBLE	TOTAL CONTRIBUTION
Auto Liability	Various See Proposal Page	$423,536
Physical Damage	Various See Proposal Page	$126,559
Property	Refer to Property Proposal	$192,744
Contractor's Equipment	$10,000 Per Occurrence	Included
Miscellaneous Equipment	$1,000 Per Occurrence	Included
Equipment Breakdown	$10,000 Per Accident	Included
Crime	Refer to Crime Proposal	$5,000
Crisis Management	Refer to Highlights	Included at no charge
Foreign & Domestic Terrorism	$10,000 Per Occurrence	Applies to Property coverage only
	Total Contribution	**$747,839**

SPECIAL CONDITIONS:

****Effective at renewal, the Property Coverage Document will be updated to include several coverage enhancements. A Sample copy and summary of these changes will be provided with the proposal.***

Crisis coverage is contingent upon receipt of updated SOV prior to binding. (Only locations listed in SOV are covered, except as it relates to an off-site event.) Newly acquired/constructed locations should be reported to TPS as soon as possible.

Property Coverage excludes the following locations:

Pct. 3-2 Quemado Community Center, 2100 277 Eagle Pass, TX 78877
Courthouse Offices, 455-465 Quarry Street, Eagle Pass, TX 78852
Pct. 4 Nick Carr Park Recreation Center, Potro & Progresso, Eagle Pass, TX 78852
Old County Court House & Jail, 521 Main Street, Eagle Pass, TX 78852

Pricing contemplates TPS writing all lines of coverage quoted.
This proposal shall automatically expire as of the effective date.
Coverage must be bound prior to the inception date and all contributions are due according to the terms of our billing invoice.

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

AUTOMOBILE

County of Maverick

10-01-2026 to 10-01-2027

COVERAGE	LIMITS	DEDUCTIBLE
Liability:		
BI - Each Person	$ 100,000	Not Applicable ,
BI - Each Accident	$ 300,000	
PD - Each Accident	$ 100,000	
Collision	Actual Cash Value	$1,000
Comprehensive	Actual Cash Value	$1,000
HIRED Collision	$50,000	$1,000
HIRED Comprehensive	$50,000	$1,000

	Contributions:
Liability	$423,536
Physical Damage	$125,667
Hired Car Physical Damage	$892
Total Contribution:	**$550,095**

HIGHLIGHTS	EXCLUDED COVERAGES	CONDITION of PROPOSAL
60 day notice of cancellation Broad definition of Covered Party Hired PhysDam on a EXCESS Basis All owned, hired and non-owned vehicles for liability, including vehicles under long-term lease. Automatic coverage on vehicles acquired during policy term subject to annual self-audit.	Refer to coverage document for details. Personal Injury Protection Medical Payments Uninsured/Underinsured Motorists Terrorism Mold	This proposal contemplates 248 vehicles based on the schedule provided. Annual Payment ONLY Contribution adjusted at anniversary to reflect unit changes Physical Damage Coverage was requested for only selected vehicles.

Applicable Addenda:
207, 216a

The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.

SPECIAL CONDITIONS:

Deletion of any coverage is subject to Underwriter approval prior to binding.
Automobile coverage may be written on a monoline basis subject to Underwriter approval

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

PROPERTY

County of Maverick

10-01-2026 to 10-01-2027

Limit of Self-Insurance		
Property		$48,756,756
Equipment Breakdown		$48,756,756
Causes of Loss		All Risk of Direct Physical Loss or Damage
Basis of Coverage		**Blanket**
Valuation		Replacement Cost except ACV on Contractor's Equipment & Other IM Coverages
Deductibles:		
	Any Other Coverage Loss	$50,000 Per Occurrence
	Windstorm/Hail	$350,000 Per Occurrence
	Earth Movement	$100,000 Per Occurrence
	Flood	$200,000 Per Occurrence
	Equipment Breakdown	$10,000 Per Accident
Basic Contribution		$190,406
	Contractor's Equipment	$2,287
	Miscellaneous Equipment	$51
Total Contribution:		**$192,744**

OTHER COVERAGES	BASIC LIMITS
Newly Acquired Property	120 Days/$50,000,000
Fine Arts	$1,000,000
Extra Expense	$25,000,000
Valuable Papers and Records	$5,000,000
Property In Transit	$1,000,000
Accounts Receivable	$5,000,000
Demolition Cost & ICC	$1,000,000
Flood & Earth Movement	$10,000,000
Spoilage	$250,000
Outdoor Property (max per item may apply)	$1,000,000
Miscellaneous Unnamed Locations	$10,000,000

Applicable Addenda:
303, 308, 308a, 343, 365a

The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.

SPECIAL CONDITIONS:

By binding this coverage, the Member consents to the survey of some or all of the Member's buildings and /or property by drone videos/photos utilizing a drone operated by a commercially licensed sUAS Remote Pilot.

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

SPECIAL EQUIPMENT

County of Maverick

10-01-2026 to 10-01-2027

Proposal

COVERAGE	Values:	Causes of Loss	Valuation:	Deductible: Per Occurence	Contribution
Contractor's Equipment	$6,802,934	All risk of Direct Physical Loss or Damage	ACV	$10,000	$2,287
Miscellaneous Equipment	$50,000	All risk of Direct Physical Loss or Damage	ACV	$1,000	$51

Total Contribution: Included in Property Proposal

SPECIAL CONDITIONS:

Coverage will not be written without Property Coverage.

Please refer to the Coverage Document for complete coverages and exclusions.

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

CRIME

County of Maverick

10-01-2026 to 10-01-2027

Proposal

Crime Coverages:	Single Loss Limit of Self-Insurance	Single Loss Deductible Amount
Coverage A - Fidelity/Employee Dishonesty Limit	$50,000	$10,000
	Total Contribution	**$5,000**
Applicable Addenda & Coverage Forms: 000		
Please refer to the Coverage Document, Coverage Forms & Addenda for complete coverages and exclusions.		
SPECIAL CONDITIONS:		

TEXAS POLITICAL SUBDIVISIONS JSIF
CRISIS MANAGEMENT (Workplace Violence) HIGHLIGHTS

GENERAL TERMS	
Carrier	Beazley Group (Lloyd's Syndicate 2623/0623)
Insured	TPS Property and Liability Members (Insured person means a human third party individual, who is in or on the location(s), except when specifically excluded under any Section of this Policy. Insured person does not include the assailant of any deadly weapon event.)
A.M. Best Rating	A+ (Superior)
Consultants	CrisisRisk Strategies LLC: Crisis Response (Event Responder) Firm approved to provide crisis management services (www.crisisrisk.com).
Policy Number	B0507NU2502855
Deductible	$0 for Crisis Management Services, Event Responder, and AD&D. $10,000 for each Deadly Weapons Event.
Type	Occurrence and in the Aggregate
Limits	$2,250,000 each occurrence w/$2,250,000 Aggregate (see below for sub-limits)
Purpose	Provided as a value added service to assist TPS member's in the event of a workplace violence or similar crisis event. Submission of member's most recent property Statement-of-Values (SOV) is required upon renewal.
Triggering Event	Deadly weapon event means any event involving an assailant where a weapon has been used or brandished on any member location(s) that was provided to TPS in the member's SOV.

COVERAGE	LIMIT/INDEMNITY/WAITING PERIOD		COVERAGE DESCRIPTION
PROPERTY DAMAGE			
Property Damage	Limits	$2,250,000 w/$2,250,000 AGG	Indemnifies against physical loss or physical damage to insured property caused by a deadly weapon event. In the event that fire or sprinkler leakage ensues from a deadly weapon event, then physical loss or physical damage to insured property directly caused by that ensuing fire or sprinkler leakage is included. Additionally: A. The costs incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed; B. The costs incurred in the removal of debris, including biological cleaning and sanitizing; C. The costs incurred in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set; D. The costs incurred in replacing locks to external doors if security at the location(s) is compromised in consequence.
ACCIDENTAL DEATH & DISMEMBERMENT			
AD&D	Per Person Limit	$50,000	Benefit for loss of limb, mutilation, loss of sight, loss of speech, loss of hearing, permanent total disability or death.
	Aggregate Limit	$2,250,000	
MEDICAL EXPENSES			
Medical Expenses	Limits	$25,000 w/$2,250,000 AGG	Reimburses for payments made to an eligible person, regardless of fault, in respect of medical expenses necessarily incurred solely and directly by the eligible person as a result of identifiable physical injury due to an accident directly caused by a deadly weapon event occurring at any of the location(s).
	Indemnity Period	356 Days	
CRISIS MANAGEMENT SERVICES			
Crisis Management Services	Limits	$2,250,000 w/$2,250,000 AGG	Provides for the reasonable & necessary expense, in connection with a deadly weapon event, incurred in the provision of crisis management services directly after such deadly weapon event. Includes, but not limited to, emergency travel & accommodation for eligible person(s) & their immediate family member(s), child care for the immediate family member(s) of eligible person(s), brand rehabilitation, public relations, media management, legal, crisis counselling, site security, remediation, recovery & restoration.
		$250,000 w/$1,000,000 AGG	Additionally at underwriters sole and entire discretion, they will consider other expense costs not listed above which are directly incurred.
	Indemnity Period	90 Days & 1st Anniversary	
CIRCUMSTANCE - EVENT RESPONDER			
Event Responder	Limit	Unlimited (outside limit)	Provides for event responder fees associated with the provision of Prevention Services and Crisis Response by the event responder following any specific circumstance.
COUNSELLING SERVICES			
Counselling Services	Limits	$350,000 Each Event	Provides for reasonable and necessary expense incurred in the provision of counselling services to any eligible person and their immediate family member(s) in connection with a deadly weapon event that occurs during the period of insurance at any of the location(s).
		$15,000 Each Person	
		$1,000,000 AGG	
FUNERAL EXPENSES			
Funeral Expenses	Limits	$350,000 Each Event	Provides for reasonable and necessary funeral expenses incurred in connection with a deadly weapon event that occurs during the period of insurance at any of the location(s).
		$15,000 Each Person	
		$1,000,000 AGG	
EXTRA EXPENSE EXTENSION FOR THREAT ENDORSEMENT			
Extra Expense Extension for Treat	Limits	$350,000 Each Event	Additionally insures for the reasonable and necessary extra expense incurred following a threat.
		$1,000,000 AGG	
EXTRA EXPENSE EXTENSION ENDORSEMENT			

Extra Expense Extension	**Limits**	$350,000 Each Event	Provides for the reasonable and necessary extra expense incurred in order to continue as nearly as practicable the normal conduct of business services following a deadly weapon event.
		$1,000,000 AGG	
	Indemnity Period	356 (all other) or 30 (prevention of access) Days	
LOSS OF TUITION FEES EXTENSION ENDORESMENT			
Loss of Tuition Fees	**Limits**	$250,000 Each Loss	In the event of a deadly weapon event that occurs during the period of insurance, provides for the actual loss sustained resulting directly from the reduction in tuition fees during the period of indemnity,
		$2,250,000 AGG	
	Indemnity Period	356 Days	
DEMOLITION, CLEARANCE & MEMORIALIZATION COSTS EXTENTION ENDORSEMENT			
Demolition, Clearance & Memorialization Costs	**Limits**	$250,000 Each Event	Provides for reasonable and necessary costs, for demolition, removal, memorial, incurred as a direct result of a deadly weapon event.
		$10,000 Each Loss for Memorial Plaques	
		$1,000,000 AGG	
OFF-SITE COVERAGE EXTENSION ENDORSEMENT			
Off-Site Coverage	**Limits**	$250,000 Each Event	Off-site incident means a deadly weapon event which occurs during the period of insurance at a location in the United States other than the Insured location, to an employee or insured person who was participating in a sporting event sanctioned or acting within the scope of his or her employment at the time of the off-site incident. If a deadly weapon event occurs at an off-site location that has not previously been agreed prior to the event and where such event / activity was being conducted under your care, custody and control then only liable to pay the event responder fees.
		$1,000,000 AGG	
CHILD ABDUCTION EXTENSION ENDORSEMENT			
Child Abduction	**Limits**	$250,000 Each Event	In the event of an Abduction of a Covered Child that occurs during the Period of Insurance, the Underwriters shall be liable for the loss sustained by the Named Insured directly attributable to, either, the Abduction or to the Named Insured's efforts to counter or mitigate the effects of the Abduction, and which will comprise.
		$1,000,000 AGG	
	Indemnity Period	Varies	
SWATTING ENDORSEMENT			
Swatting Endorsement	**Limits**	$250,000 Each Event	Anonymous threat coverage means a situation, action, event, behavior, or information containing a threat made against you or a report of a fictitious Deadly Weapon Event, either to an emergency service provider or to you directly, which does not come from an identifiable assailant. We will only be liable to provide crisis management support and counselling services as defined in the policy and its endorsements.
		$1,000,000 AGG	
BUSINESS INTERRUPTION EXTENSION ENDORSEMENT			
Business Interruption Extension	**Limits**	$2,250,000 Each Loss	A direct result of the necessary interruption of your business services due to prevention of access to any of your location(s) by order of a civil or military authority, provided that such order is a sole and direct result of a deadly weapon event occurring at such location(s) and for a period of time not exceeding thirty (30) consecutive days from the date of such deadly weapon event.
		$2,250,000 AGG	
	Indemnity Period	356 Days	

CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at claims@tpspool.org, 800-588-0013 or directly to the Director of Claims at 972-835-5221

Should you require immediate assistance with an incident or possible incident, contact the CrisisRisk Strategies LLC Event Responder 24-hour/7-day @ 860-677-3790 or DWP@crisisrisk.com

This is a summary of coverage, please refer to the policy form for specific policy details and exclusions. Full policy & endorsement details are available on the TPS website at www.tpspool.org

Revised on March 14, 2025

TEXAS POLITICAL SUBDIVISIONS JSIF TERRORISM HIGHLIGHTS

GENERAL TERMS	
Carrier	Ironshore Insurance Service LLC (A Liberty Mutual Company)
Insured	TPS Property Members
A.M. Best Rating	A (Excellent)
Policy Number	3642600
Territory	United States
Deductibles	$10,000 (24 hour Ingress/Egress/Service Interruption)
Limit	$100,000,000 Per Occurrence & In The Aggregate
Type	Foreign & Domestic Terrorism/Sabotage (real property)
Purpose	Provided to assist TPS members in the event of a Property Terrorism Event

COVERAGE	LIMIT/INDEMNITY PERIOD/MILES	*Underlying Sublimits*	COVERAGE DESCRIPTION
ACCOUNTS RECEIVABLE			
Accounts	Limit	$250,000	As per property coverage document.
BUSINESS INTERRUPTION			
Business	Limit	$1,000,000	Available if applied for.
CIVIL OR MILITARY AUTHORITY			
Civil or Military Authority	Limit	$1,000,000	Actual loss sustained during the period of time when access to real or personal property is prohibited by an order of civil or military authority.
	Indemnity Period	30 days	
	Miles	1	
DEBRIS REMOVAL EXPENSES			
Debris Removal Expenses	Limit	$1,000,000	Covers the necessary and reasonable expense of removal from locations of debris.
DECONTAMINATION COSTS EXCLUDING NCBR			
Decontamination Costs	Limit	$250,000	Covers decontamination costs excluding nuclear, chemical, biological and radiological.
DEMOLITION & ICC			
Demolition & ICC	Limit	$1,000,000	Covers enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property.
ELECTRONIC DATA PROCESSING EQUIPMENT MEDIA (Physical Damage Only)			
Electronic Data Processing	Limit	$1,000,000	As per property coverage document.
ERROR & OMISSIONS			
Error & Omissions	Limit	$1,000,000	Covers direct physical loss or damage due to any error or unintentional omission.
FINE ARTS			
Fine Arts	Limit	$250,000	Covers breakage of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture: antique jewelry or similar fragile articles, unless such breakage.
FIRE PROTECTIVE SYSTEMS			
Fire Protective	Limit	$10,000	As per property coverage document.
INGRESS/EGRESS			
Ingress/Egress	Limit	$1,000,000	Provides coverage for actual loss sustained during the period of time when ingress to or egress from the real or personal property is prohibited.
	Indemnity Period	30 days	
	Miles	1	
KEY & LOCK EXPENSE			
Key & Lock	Limit	$250,000	Covers necessary key & lock expenses.
LANDSCAPING			
Landscaping	Limit	$10,000	Covers minimal landscape expense.
LEASEHOLD INTEREST			
Leasehold Interest	Limit	$1,000,000	Available if applied for.
MISSCELLANEOUS UNNAMED LOCATIONS			
Miscellaneous Unnamed	Limit	$1,000,000	As per property coverage document.
	Indemnity Period	30 days	
NEWLY ACQUIRED LOCATIONS			
Newly Acquired Locations	Limit	$10,000,000	As per property coverage document.
	Indemnity Period	90 days	
PRESERVATION OF PROPERTY			
Preservation of Property	Limit	$250,000	Reimburses expenses incurred in taking reasonable and necessary actions for the temporary protection and preservation of property.
PROFESSIONAL FEES			
Professional Fees	Limit	$250,000	Covers reasonable and necessary expenses incurred to accountants, architects, auditors, engineers, or other professionals or employees to prepare and certify particulars or details of claims.
RELOCATION EXPENSE			
Relocation	Limit	$1,000,000	Covers necessary relocation expense.
RENTAL INCOME			
Rental Income	Limit	$1,000,000	Available if applied for.

SERVICE INTERRUPTION			
Service Interruption	Limit	$1,000,000	Covers physical loss or damage to property and/or time element coverage arising form physical loss or damage.
	Indemnity Period	30 days	
	Miles	1	
SOFT COSTS			
Soft Costs	Limit	$250,000	Covers necessary soft costs.
TRANSIT			
Transit	Limit	$250,000	Covers loss resulting from loss or damage to property in transit.
VALUABLE PAPERS			
Valuable Papers	Limit	$250,000	As per property coverage document.

CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at claims@tpspool.org, 800-588-0013 or directly to the Director of Claims at 972-835-5221

This is a summary of coverage, please refer to the policy form for specific policy details and exclusions.

Revised on October 31 2018



REGULAR ITEMS

30

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and Appropriate Action to approve the salary increases for BPU Investigator Hector Blanco and BPU Investigator Humberto Gutierrez.
SPONSORED BY: County Judge Rolando Jasso	DEPARTMENT HEAD REQUESTING: Roberto Serna
1.) BACKGROUND/PREVIOUS ACTION: Discussion and Appropriate Action to approve the salary adjustment for Investigator Hector Blanco from $60,000.00 to $70,000.00 plus fringe benefits all to be paid by the Border Prosecution Grant; therefore, will be at no cost to the county of Maverick effective the day after Commissioner's Court approval. 2.) Discussion and Appropriate Action to approve the salary adjustment for Investigator Humberto Gutierrez from $65,000.00 to $70,000.00 plus fringe benefits all to be paid by the Border Prosecution Grant; therefore, will be at no cost to the county of Maverick effective the day after Commissioner's Court approval.	
COST: This is to be funded through BPU Grant, therefore, will be at no cost to the County of Maverick.	BUDGETED LINE ITEM: Border Prosecution Grant #2991608- Line Items: Personnel
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approved	
AGENDA ITEM SPONSOR COMMENTS: N/A	
LEGAL COUNSEL COMMENTS/RECOMMENDATION: N/A	
ATTACHMENTS: N/A	
SUGGESTED MOTION:	

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

DISTRICT ATTORNEY
Roberto Serna

ASSISTANT DISTRICT ATTORNEYS
Hugo Zapata
Amanda Riojas
Ruben Ramos
Ramses Betancourt
Roxanne S. Meraji

OFFICE OF THE DISTRICT ATTORNEY

293RD Judicial District

Dimmit, Maverick, and Zavala Counties
542 E. Main Street, Eagle Pass, Texas 78852
Phone: (830)773-9268
districtattorney@co.maverick.tx.us

CHIEF INVESTIGATOR
Eloy M. Garcia

DISTRICT ATTORNEY INVESTIGATORS
Erasmo Ramon
Clemente De Hoyos
Joe Richard Guzman
Michael Torralba
Yesica Jasso
Humberto Gutierrez
Ricardo Flores
Brenda De Hoyos

July 01, 2026

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

RE: Request for action and approval of the salary increases for BPU Investigator Hector Blanco and BPU Investigator Humberto Gutierrez

Dear Judge Jasso:

This is a request to please place on the agenda for the next Maverick County Commissioner's Court meeting the following items:

1.) Discussion and Appropriate Action to approve the salary adjustment for Investigator Hector Blanco from $60,000.00 to $70,000.00 plus fringe benefits all to be paid by the Border Prosecution Grant; therefore, will be at no cost to the county of Maverick effective the day after Commissioner's Court approval.
2.) Discussion and Appropriate Action to approve the salary adjustment for Investigator Humberto Gutierrez from $65,000.00 to $70,000.00 plus fringe benefits all to be paid by the Border Prosecution Grant; therefore, will be at no cost to the county of Maverick effective the day after Commissioner's Court approval.

With kind personal regards, I am…,

Respectfully,

Roberto Serna

Robert Serna
293rd Judicial District Attorney

Cc: Mrs. Gloria Barrientos, Maverick County Auditor
Mrs. Maria Sarimento, Maverick County Assistant Auditor
Ms. Mayra Ramirez, Maverick County Assistant Treasurer



REGULAR ITEMS

31

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and possible action to authorize the District Attorney, Roberto Serna, as Project Director for the Border Prosecution Unit Grant #2991608, to execute and submit future budget amendments as necessary for grant operations, subject to the approval of the Office of the Governor of Texas. Amendments resulting in cumulative increases or decreases exceeding $50,000.00 shall be presented to Commissioners Court for prior authorization.
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING: Roberto Serna
BACKGROUND/PREVIOUS ACTION: Discussion and possible action to authorize the District Attorney, Roberto Serna, as Project Director for the Border Prosecution Unit Grant #2991608, to execute and submit future budget amendments as necessary for grant operations, subject to the approval of the Office of the Governor of Texas. Amendments resulting in cumulative increases or decreases exceeding $50,000.00 shall be presented to Commissioners Court for prior authorization.	
COST: This is to be funded through BPU Grant, therefore, will be at no cost to the County of Maverick.	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approved	
AGENDA ITEM SPONSOR COMMENTS: N/A	
LEGAL COUNSEL COMMENTS/RECOMMENDATION: N/A	
ATTACHMENTS: N/A	
SUGGESTED MOTION:	

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

DISTRICT ATTORNEY
Roberto Serna

ASSISTANT DISTRICT ATTORNEYS
Hugo Zapata
Amanda Riojas
Ruben Ramos
Ramses Betancourt
Roxanne S. Meraji

OFFICE OF THE DISTRICT ATTORNEY

293RD Judicial District
Dimmit, Maverick, and Zavala Counties
542 E. Main Street, Eagle Pass, Texas 78852
Phone: (830)773-9268
districtattorney@co.maverick.tx.us

CHIEF INVESTIGATOR
Eloy M. Garcia

DISTRICT ATTORNEY INVESTIGATORS
Erasmo Ramon
Clemente De Hoyos
Dustin Lopez
Yesica Jasso
Humberto Gutierrez
Ricardo Flores
Hector Blanco

August 10, 2026

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

RE: Request for action and approval of the authorization for Project Director, Roberto Serna, to submit future budget amendments as necessary for grant operations.

Dear Judge Jasso:

This is a request to please place on the agenda for the next Maverick County Commissioner's Court meeting the following items:

Discussion and possible action to authorize the District Attorney, Roberto Serna, as Project Director for the Border Prosecution Unit Grant #2991608, to execute and submit future budget amendments as necessary for grant operations, subject to the approval of the Office of the Governor of Texas. Amendments resulting in cumulative increases or decreases exceeding $50,000.00 shall be presented to Commissioners Court for prior authorization.

With kind personal regards, I am…,

Respectfully,

Roberto Serna

Robert Serna
293rd Judicial District Attorney

Cc: Mrs. Gloria Barrientos, Maverick County Auditor
Mrs. Maria Sarimento, Maverick County Assistant Auditor
Ms. Mayra Ramirez, Maverick County Assistant Treasurer



REGULAR ITEMS

32

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and Appropriate Action to approve the salary increase for Assistant District Attorney Roxanne Meraji from $115,000.00 to $135,000.00 plus fringe benefits all to be paid by the Border Prosecution Grant; therefore, will be at no cost to the county of Maverick starting on September 1, 2026.
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING: Roberto Serna
BACKGROUND/PREVIOUS ACTION: Discussion and Appropriate Action to approve the salary increase for Assistant District Attorney Roxanne Meraji from $115,000.00 to $135,000.00 plus fringe benefits all to be paid by the Border Prosecution Grant; therefore, will be at no cost to the county of Maverick starting on September 1, 2026.	
COST: This is to be funded through BPU Grant, therefore, will be at no cost to the County of Maverick.	BUDGETED LINE ITEM: Personnel
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approved	
AGENDA ITEM SPONSOR COMMENTS: N/A	
LEGAL COUNSEL COMMENTS/RECOMMENDATION: N/A	
ATTACHMENTS: N/A	
SUGGESTED MOTION:	

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

DISTRICT ATTORNEY
Roberto Serna

ASSISTANT DISTRICT ATTORNEYS
Hugo Zapata
Amanda Riojas
Ruben Ramos
Ramses Betancourt
Roxanne S. Meraji

OFFICE OF THE DISTRICT ATTORNEY

293RD Judicial District
Dimmit, Maverick, and Zavala Counties
542 E. Main Street, Eagle Pass, Texas 78852
Phone: (830)773-9268
districtattorney@co.maverick.tx.us

CHIEF INVESTIGATOR
Eloy M. Garcia

DISTRICT ATTORNEY INVESTIGATORS
Erasmo Ramon
Clemente De Hoyos
Dustin Lopez
Yesica Jasso
Humberto Gutierrez
Ricardo Flores
Hector Blanco

August 10, 2026

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

RE: Request for action and approval of the salary increases for Assistant District Attorneys Roxanne Meraji.

Dear Judge Jasso:

This is a request to please place on the agenda for the next Maverick County Commissioner's Court meeting the following items:

Discussion and Appropriate Action to approve the salary increase for Assistant District Attorney Roxanne Meraji from $115,000.00 to $135,000.00 plus fringe benefits all to be paid by the Border Prosecution Grant; therefore, will be at no cost to the county of Maverick starting on September 1, 2026.

With kind personal regards, I am…,

Respectfully,

Roberto Serna

Robert Serna
293rd Judicial District Attorney

Cc: Mrs. Gloria Barrientos, Maverick County Auditor
Mrs. Maria Sarimento, Maverick County Assistant Auditor
Ms. Mayra Ramirez, Maverick County Assistant Treasurer



REGULAR ITEMS

33

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Court Date 8-26-26	Zero Fee Payment
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING: JP1 Mancha
BACKGROUND/PREVIOUS ACTION:	
COST: 0	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR: JP Courts	
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.**

ZeroFee
PAYMENTS



ELIMINATE
UP TO **100%**
OF YOUR CARD
PROCESSING FEES

VISA DISCOVER
MasterCard AMERICAN EXPRESS
PayPal Pay

FREE EQUIPMENT!

¡EQUIPO GRATIS!

SE HABLA ESPAÑOL

- Zero Cost Processing + White-Glove Service
- Equipment + Simple Setup +**HUGE** Savings

NO Junk Fees
NO Contracts
NO Terminal Fee
NO Transaction Fee





- RESTAURANTS/BARS
- FOOD TRUCKS
- RETAIL SHOPS
- HAIR/NAIL SALONS
- SMOKE SHOPS
- E-COMMERCE
- MEDICAL INDUSTRY

CALL/TEXT US AT:
(830)-461-0905



REGULAR ITEMS

34

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
	Discussion and appropriate action to move County official internet resources to a .GOV domain and authorize County Judge to take all action necessary to do so.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
	Auditors/IT

BACKGROUND/PREVIOUS ACTION:

.Gov domains are exclusive to government organizations and are managed by the federal government. It gives county resources security, validity and gives citizens confidence that a site is official. IT department recommends maverick.gov or maverickcounty.gov. Emails will also change to this.

COST:	BUDGETED LINE ITEM:
No cost for SLTT governments.	N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Move forward with this domain change to whichever name the court decides.

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:

CISA migrate to .Gov

SUGGESTED MOTION:

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

An official website of the United States government Here's how you know

America's Cyber Defense Agency

NATIONAL COORDINATOR FOR CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE



Migrate to the .Gov Domain

Build trust and strengthen cybersecurity by moving to a .gov address.

Increase Constituent Trust by Going .Gov

Organizations at all levels of government are eligible for .gov domains...and *only* verified U.S. government organizations can register for one. CISA manages .gov domains and verifies the identity of everyone who applies. Having a .gov domain tells the public that your website is an official source of information.

When people see .gov, they know it's a website they can trust—and it's free to your organization.

What is a .gov domain?

Like .com, .org, .edu or .net, .gov is a “top-level” domain—the last part of an internet address like Acme**.com** or StateU**.edu**.

Unlike the other domains, **.gov is reserved exclusively for U.S.-based government organizations**. Only verified federal, state, local, tribal or territorial (SLTT) entities can register for it.

CISA manages the .gov domain space and provides technical support, guidance and tools to help SLTTs onboard smoothly and securely.

Why migrate?

Cybercriminals often create fake websites and email addresses to impersonate government agencies and trick residents into sharing personal or financial information. Migrating your website and email to the .gov domain can help protect your organization and constituents from such scams.

Benefits include:

- Helps the public identify your website as official, trusted information
- Reduces the risk of impersonation attacks
- Improves your email security with features like DMARC enforcement
- Comes with support from CISA for domain management and cybersecurity
- Is required to receive State and Local Cybersecurity Grant Program <https://www.cisa.gov/cybergrants/slcgp> or Tribal Cybersecurity Grant Program <https://www.cisa.gov/cybergrants/tcgp> funds

  And **it's free!**

How do you get started?

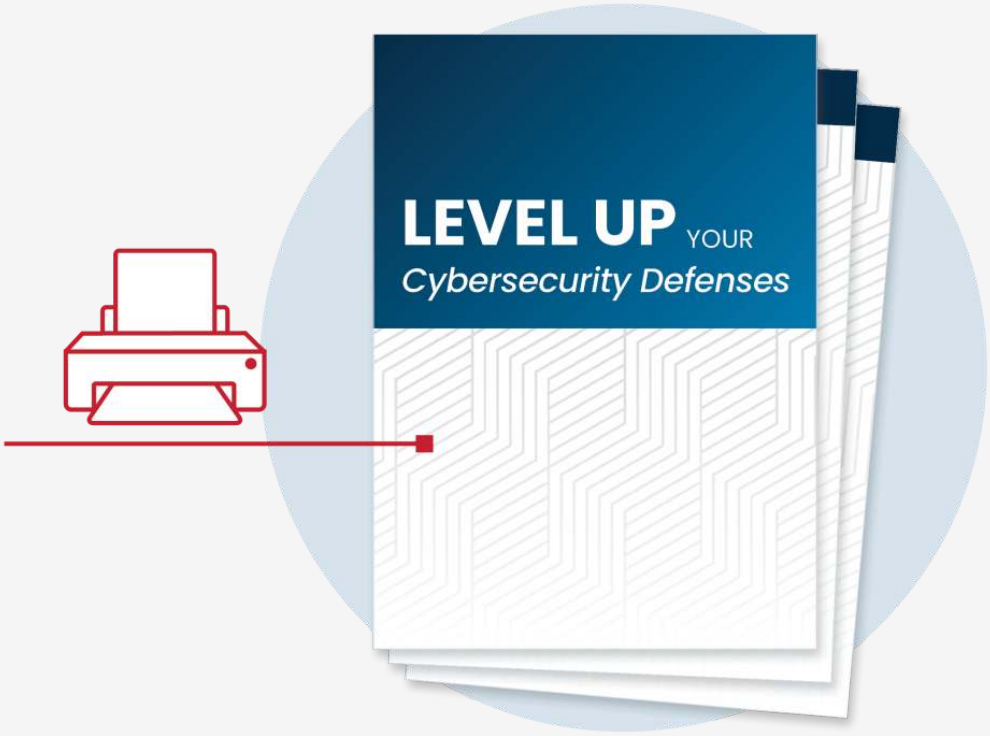
It's easier than you might think—and CISA is here to help.

- Apply at get.gov <https://get.gov/> and follow the instructions.
- Register for a login.gov account if you don't already have one.
- Submit an application—you'll need basic verification of your government status.
- Contact CISA (on get.gov) if you need help.

How will CISA support you?

The .gov registry's team of designers and developers is ready to:

- Help you choose your domain name
- Process your domain request
- Manage your domains
- Provide information on domain security best practices



Printable Tips

Get the “Level Up Your Defenses for SLTTs” best practices in one handy, printable summary.

GET IT NOW </resources-tools/res



Get Started

Your website is often the first place people turn for information, services and updates.

Ensure your public knows they can trust your web address—get.gov.

GO TO GET.GOV <https://get.gov/>

[Report Cyber Incident Information to CISA </report-cyber-incident-information-cisa>]

[Secure U.S. State, Local, Tribal & Territorial Government </secure-us-state-local-tribal-territorial-government>]

State, Local, Tribal & Territorial Resources

</government-resources>

Return to top





REGULAR ITEMS

35

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to cancel current contract with MDTPS for website services and procure a new vendor.
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: IT/Auditors
BACKGROUND/PREVIOUS ACTION: Due to the financial hardship the county faces, we recommend procuring website services from the Texas Association of Counties. Over three years the county can save up to $61,000 compared to current vendor. New vendor is also more aligned with new DOJ ADA requirements. Examples of website designs are in the backup.	
COST: $20,067.00	BUDGETED LINE ITEM: 100-04120-691
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approve the termination of MDTPS contract and approve TAC CIRA contract for website.	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS: Website Backup	
SUGGESTED MOTION:	

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

3-Year Financial Analysis for Website Vendor

Company	Year 1	Year 2	Year 3	Total	Savings
EaglePassNow LLC	$36,000.00	$36,000.00	$36,000.00	$108,000.00	$ -
TAC CIRA Essentials	$20,067.00	$13,000.00	$13,000.00	$ 46,067.00	$61,933.00

The County will save $61,933.00 over three years by switching to CIRA's Essential website package. CIRA also provides compliance with the new U.S. Department of Justice Website Accessibility requirements. All government websites and apps must comply with WCAG2.1 by April 26, 2027. All CIRA plans presented come with an Agenda Manager to upload agendas, documents, and videos.

Date: 05/21/26

TEXAS ASSOCIATION *of* COUNTIES
COUNTY INFORMATION RESOURCES AGENCY

Price Quote – Maverick County

This individualized quote outlines the costs for web hosting, support, and maintenance services for Maverick County. This quote is for the Essential package available to Maverick County. This quote includes an annual recurring fee and a one-time migration fee. The first-year cost includes both fees, but subsequent years will only include the annual hosting fee.

We have recently updated our web hosting technology and tools. Our platform is optimized for accessibility and independently evaluated to meet those standards. The platform also features improvements in security to protect your content.

County Information Resources Agency (CIRA) is a not-for-profit entity in Texas for Texas counties. We are in Austin, Texas and our purpose is to benefit Texas county government in their information technology needs. Our prices reflect our cost of doing business and not seeking to make a profit off Texas counties.

Please reach out to us at support@county.org or (512) 615-8915 if you have any questions about your quote.

Essential Package Pricing

The Essential Package is for members who want a professional looking website that is easy to maintain. It gives members flexibility in website design and needs. Migration fees vary based on the exact page count.

	Annual Hosting	One-Time Migration	First Year Total Cost
Essential Package	$9,550	(estimate) $5,167	$14,717

Disclaimer

This quote is an individualized quote for Maverick County. The quote is valid for six months from the date listed above and will need updating if any of the criteria change. This quote should not be distributed outside of Maverick County except for official use. All work is subject to TAC CIRA's terms and conditions. The quote may also include confidential trade secrets and/or proprietary information belonging to TAC and/or CIRA. If this quote is responsive to a request for public information under Chapter 552 of the Texas Gov't Code, County agrees to notify TAC CIRA, as a third-party, of the request and to submit a copy of the notice and request to the Attorney General.

TAC Agenda Manager™ Datasheet

A Modern, ADA-Compliant Solution for Texas Counties

Powered by ezTaskTitanium™

Transform How You Manage Agendas, Minutes & Packets

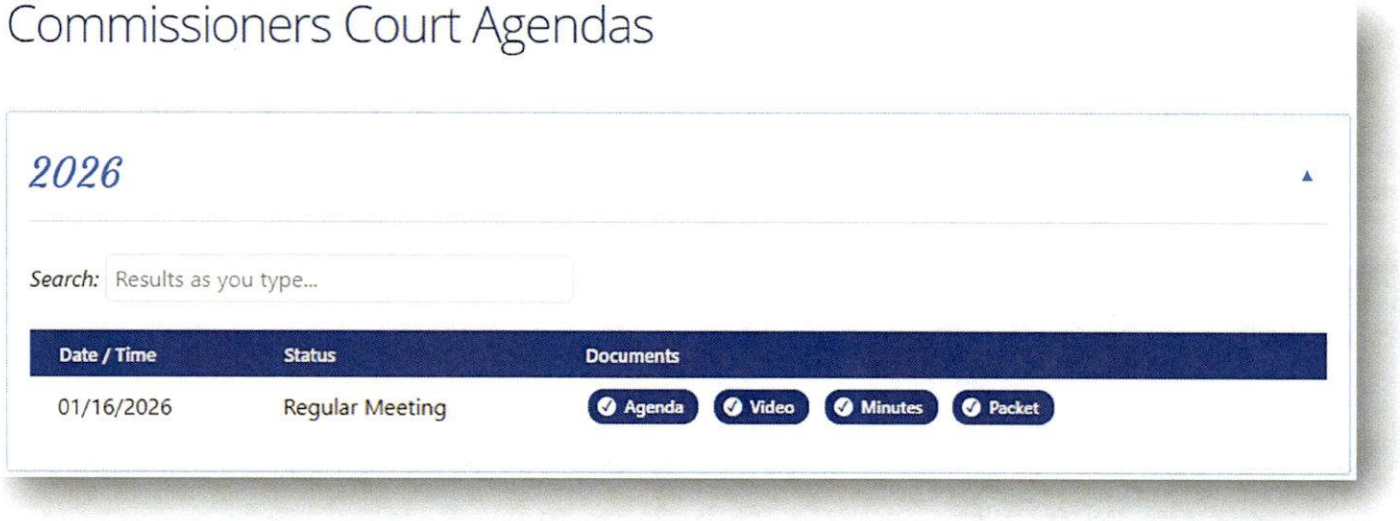
Agenda Manager gives counties and municipalities a fast, intuitive, and fully ADA-compliant way to publish meeting information and materials in a clean, easy-to-scan public format. Built for non-technical staff and backed by ezTask's enterprise-grade hosting, it streamlines the entire process—from upload to public access.

Core Benefits at a Glance

- Simple, modern interface—easy for any staff member to adopt
- Faster publishing with drag-and-drop uploads, inline editing, and native integration
- ADA/WCAG-compliant output reduces audit risk and improves accessibility
- Mobile-friendly public view with fast downloads and search-as-you-type filtering
- Centralized, multi-year archive for easy access and transparency
- Reduces constituent confusion, support calls and staff time
- Auto-tracked Created and Modified timestamps for transparency
- Adaptable to a wide variety of content and document types

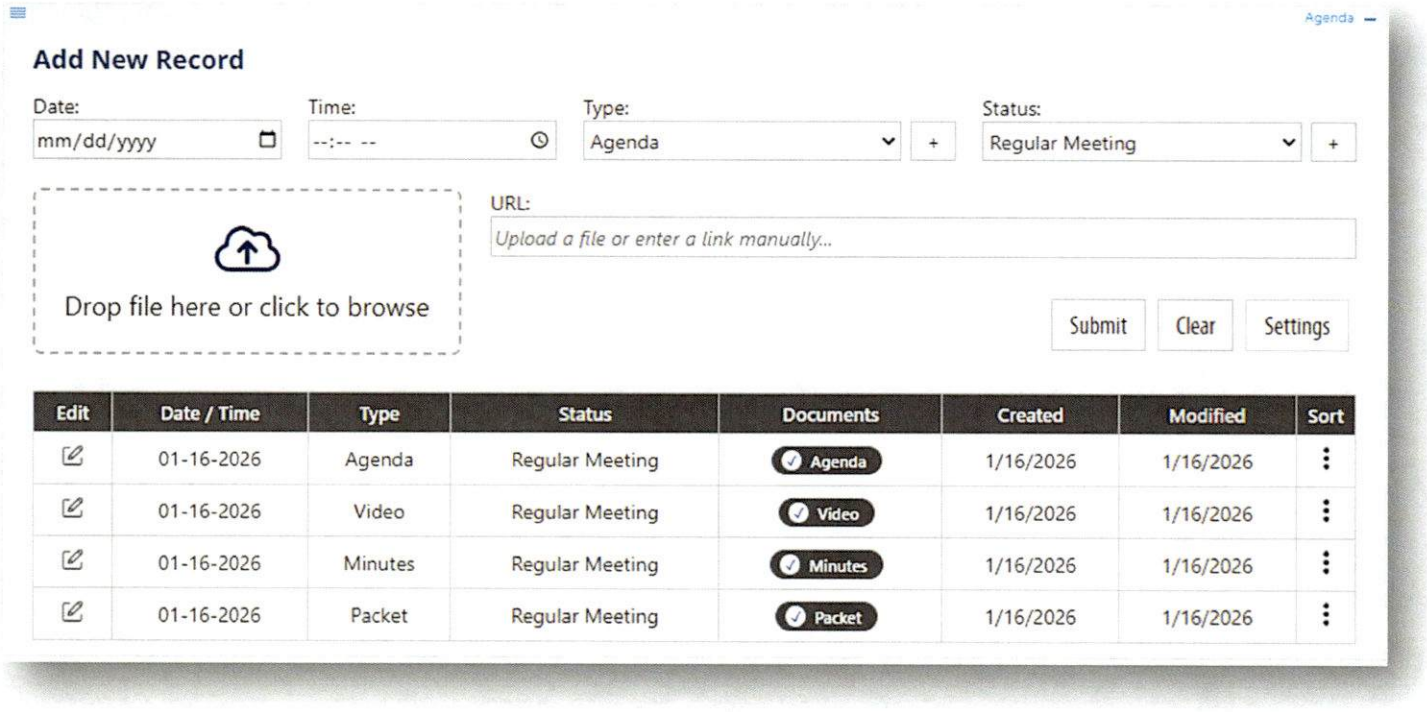
Public Frontend — Fast, Accessible & Mobile-Ready

Your community receives a polished, ADA-compliant interface:



Staff Backend — Built for Efficiency

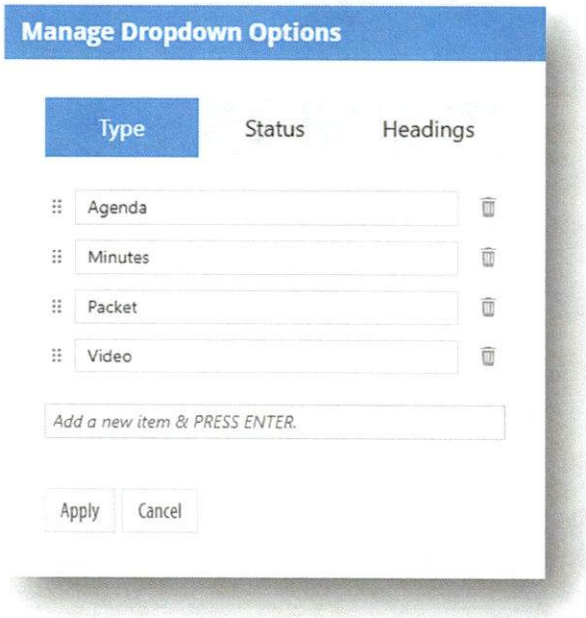
A clean, form-driven workflow eliminates complexity:



A Multipurpose Solution

With the Agenda Manager Unlimited, the module can be adapted to other frequently posted document types, including:

- ✓ Foreclosures
- ✓ Court Dockets
- ✓ Job Openings
- ✓ Tax Rate Worksheets
- ✓ Financial Reports



- Add the module to an unlimited number of webpages
- Customize the module for each type of document in just a few clicks
- Easily personalize "Type" and "Status" fields, along with frontend table headings
- Extend accessibility improvements to a broader range of documents with the Unlimited version

TAC Pricing

Agenda Manager Lite (only available during migration period)

$1,400 Recurring Annually

- Includes 1 instance of Agenda Manager
- Price includes implementation and initial upload of the current year's meetings.

Agenda Manager Unlimited

$1,850 Recurring Annually; $900 Initial Setup Fee

- Widget is made available for end users to adapt and apply to an unlimited number of webpages and document types, such as foreclosures, court dockets, job openings, tax rate worksheets, financial reports, etc.
- Price includes the addition of the Widget to an unlimited number of pages. Requests for tool customization and document upload will be quoted separately.

TAC CIRA Accessibility Compliance Tool

The ezAccessibility Dual Compliance Solution

The solution works in two complementary layers: proactive prevention at the content creation stage, and ongoing remediation of live content in real-time.

1. ezTaskTitanium™ Native Compliance Plugin

Elevate every page with built-in intelligence designed to proactively keep webpages accessible, accurate, and error-free at the point of publishing.

Key Features & Benefits

- **Automatic Broken Link Detection & Removal**
  Scans for and removes broken links the moment a page is published — keeping your site reliable and screen-reader friendly.

- **Mandatory Alt-Tag Compliance**
  Prevents publishing until all images include required alt text, guaranteeing stronger accessibility and better search visibility.

- **Unified Alt-Tag Management Interface**
  Quickly review, assign, and publish missing alt tags from a single streamlined dashboard — no more hunting through HTML.

- **Smart Accessibility Code Generation**
  Automatically injects screen-reader-friendly markup by identifying key elements in web content, including:
  - Links that open in a new window
  - Links that point to external websites
  - File-type indicators (PDF, Word, Excel, etc.)
  - Form fields and input controls for more accurate screen-reader narration

2. AI-Powered Accessibility Widget

Automatically fix accessibility issues and empower users to customize their experience.

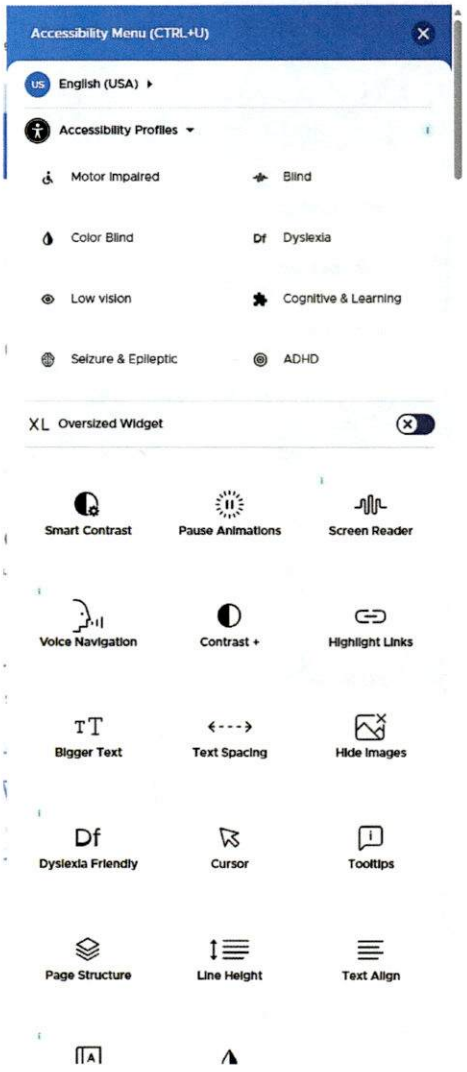
Key Features & Benefits

- **Automated AI Fixes**
  Continuously scans and applies 100+ AI-powered fixes, improving user experience and reducing manual effort.
- **User Personalization Tools**
  Enables visitors to adjust font size, contrast, spacing and more for a tailored experience.
- **Brand-Aligned Widget**
  Seamlessly match each website's branding with customizable colors, icons, and layouts.

TAC CIRA Member Pricing

- Tier 1 (Under 50,000 Population)
  $1,600 Recurring Annually; $1,000 Initial Setup Fee

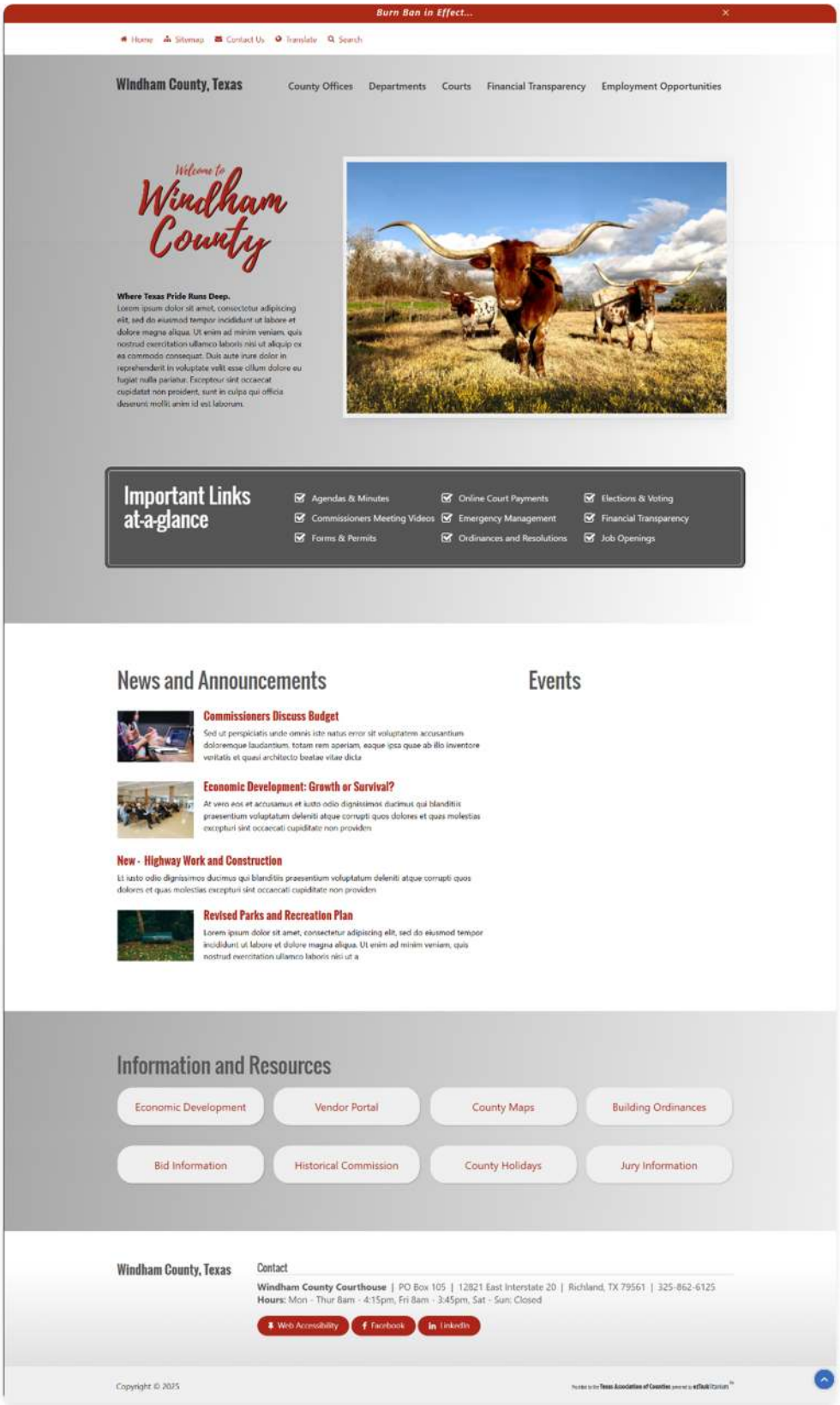
- Tier 2 (Over 50,000 Population)
  $2,700 Recurring Annually; $1,000 Initial Setup Fee



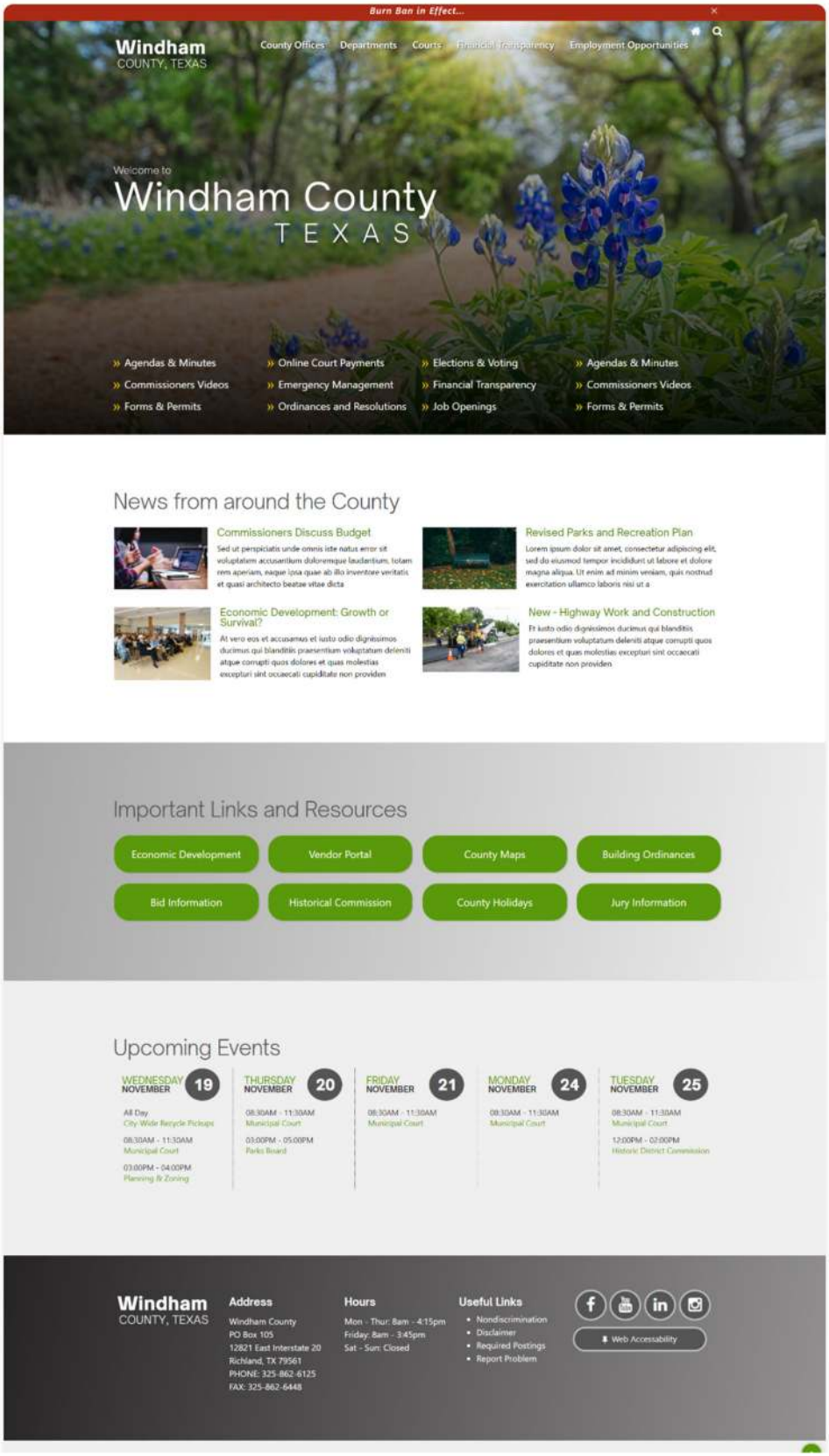
ESSENTIALS PACKAGE: OPTION 1



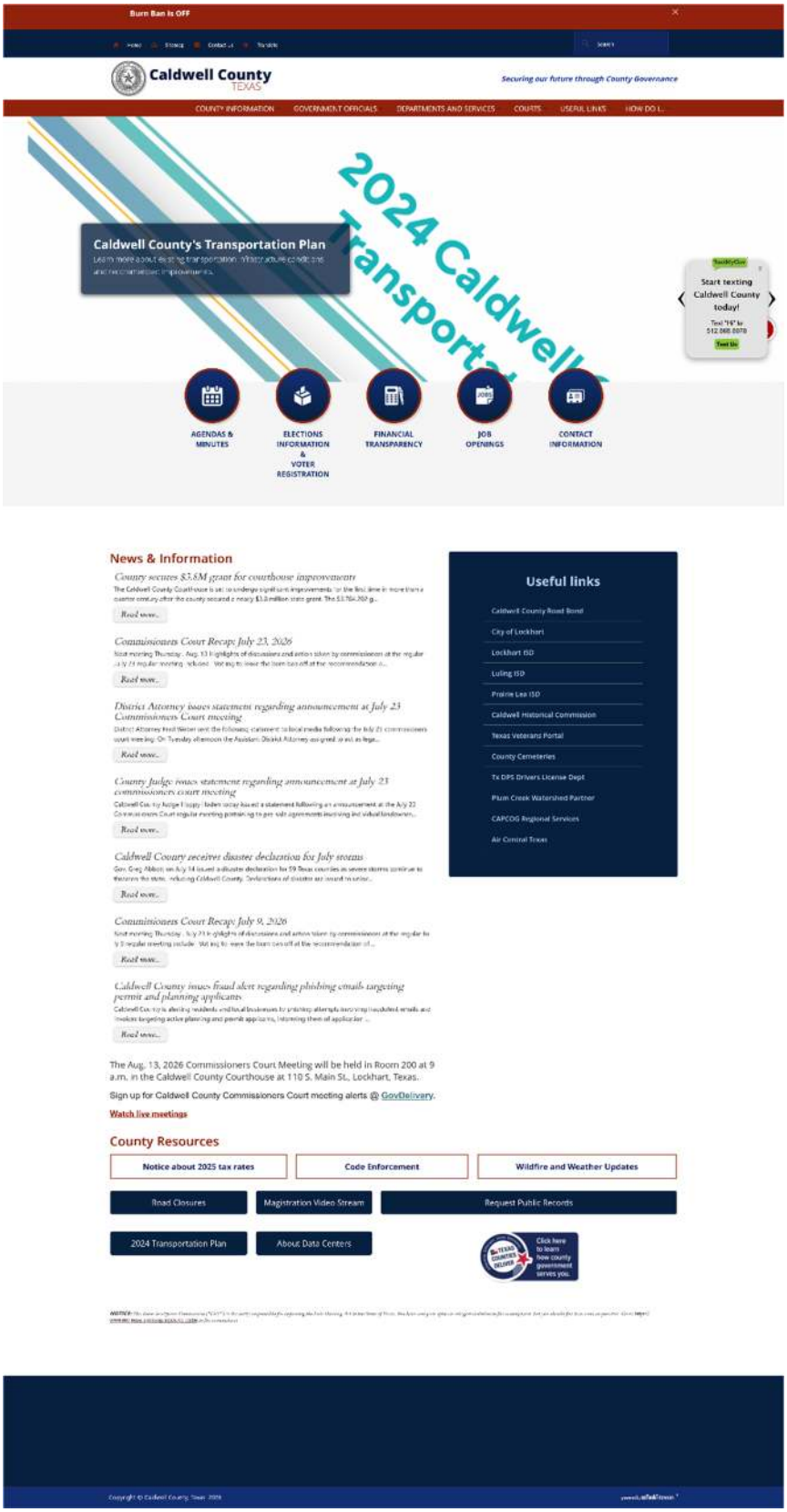
ESSENTIALS PACKAGE: OPTION 2



ESSENTIALS PACKAGE: OPTION 3

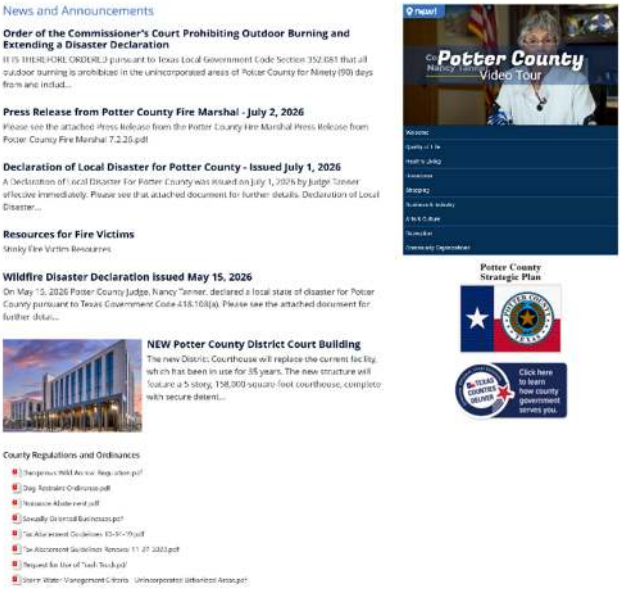


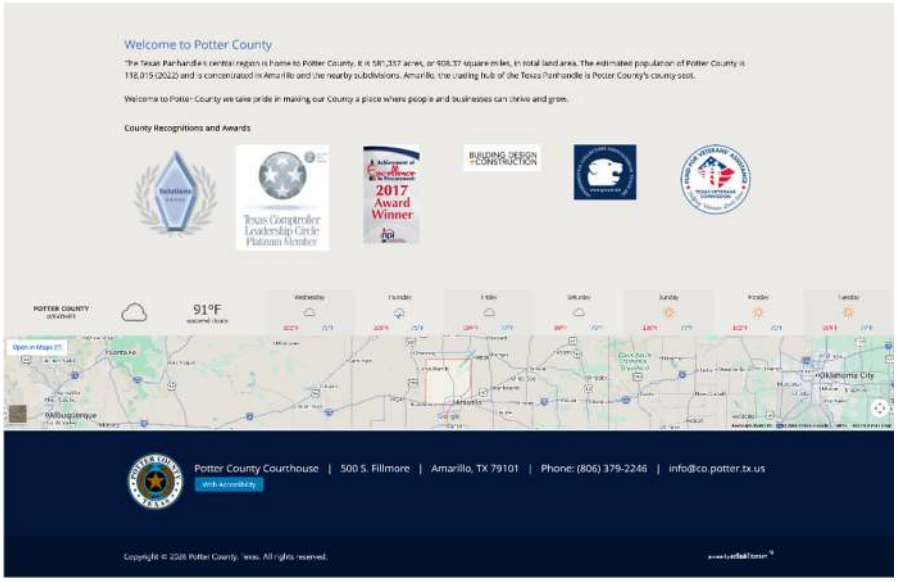
ULTIMATE PACKAGE: CALDWELL COUNTY



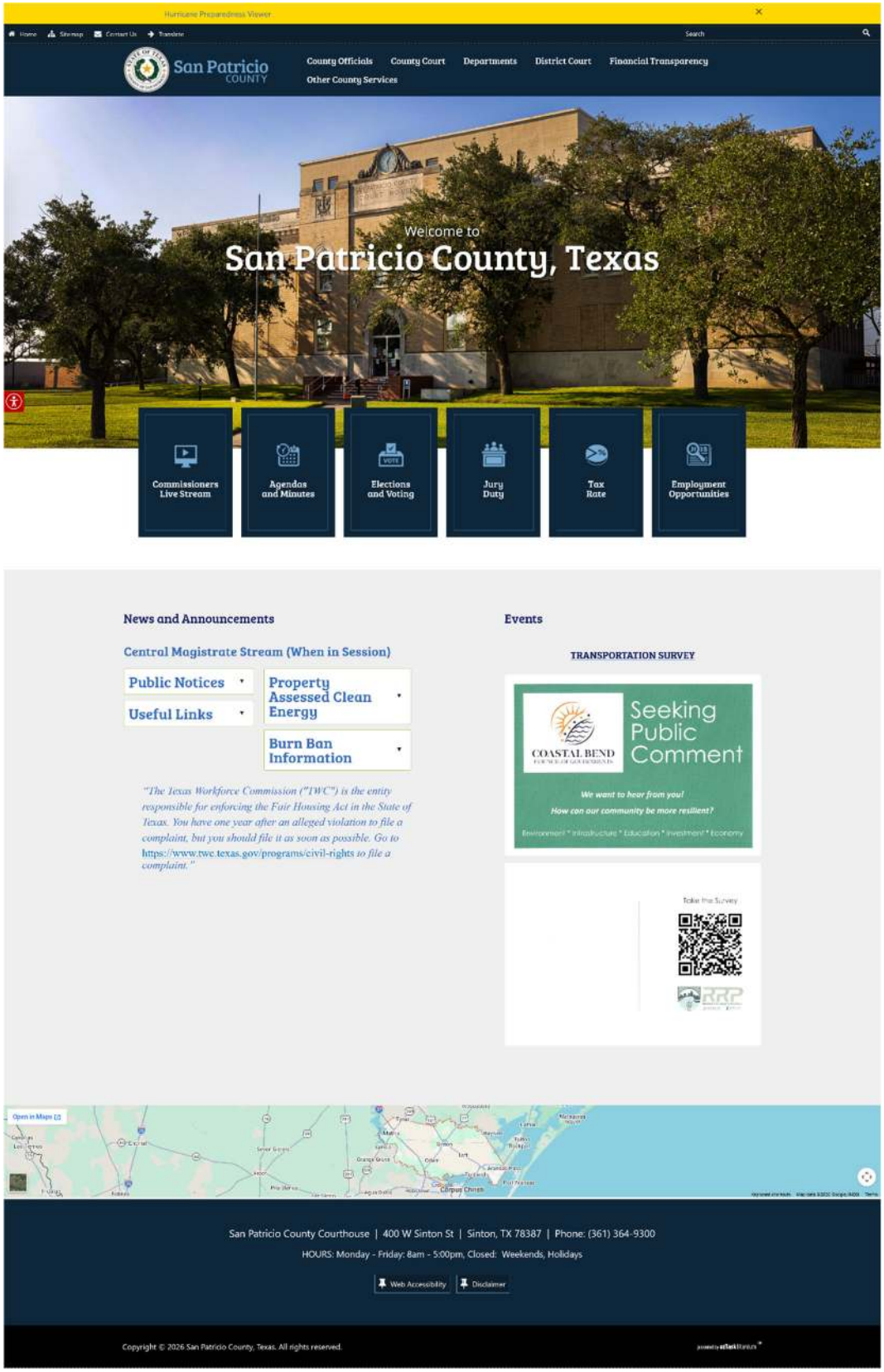
ULTIMATE PACKAGE: POTTER COUNTY







ULTIMATE PACKAGE: SAN PATRICIO COUNTY





REGULAR ITEMS

36

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
08/12/2026 (or sooner)	Discussion and Appropriate Action to record in Commissioners Court official minutes, by the District Clerk's Office and on behalf of the 365th and 293rd Judicial District Court, a Court Order in Setting Salary and Fringe Benefits of Maverick County Auditor and Assistant Auditors.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	Leopoldo Vielma-District Clerk

BACKGROUND/PREVIOUS ACTION:

SALARY SETTING FOR FYE 2026-2027

COST:	BUDGETED LINE ITEM:
SALARIES WITH COURT ORDER(ATTACHED)	n/a

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
TO SUBMIT ACTION ITEM TO EARLIEST COMMISSIONERS COURT MEETING

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:
COURT ORDER ATTACHED

SUGGESTED MOTION:
Move to approve item requested

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

THE STATE OF TEXAS

COUNTY OF MAVERICK

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.
AUG 06 2026
LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

ORDER OF COMPENSATION
OF OFFICIAL 365TH DISTRICT
COURT REPORTER

On this the 6th day of August, A.D., 2026, I, the undersigned Judge of the 365th Judicial District Court of Texas, and of the District Court of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, do hereby set the salary of Patricia G. Salinas, Official Court Reporter of the 365th Judicial District Court, at $140,000.00 annually, commencing the 1st day of October, A.D., 2026, plus fringe benefits. The salary herein ordered to be paid to the Official District Court Reporter of this Court is in addition to transcript fees, fees for a statement of facts and other necessary expenses authorized by law, including but not limited to actual and necessary expenses incurred by the Official Court Reporter while engaged in official duties in any county of the state other than the county of her residence.

IT IS FURTHER ORDERED that Maverick County, Texas, shall pay a portion of the Official Court Reporter's salary equal to the proportion that Maverick County bears to the total population of the 365th Judicial District.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Official Court Reporter's salary.

IN TESTIMONY whereof, witness my hand this 6th day of August, A.D., 2026.

AMADO ABASCAL, III
JUDGE FOR THE
365TH JUDICIAL DISTRICT OF TEXAS

10:26 FILED
AT _____ O'CLOCK a M

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code, and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Rodolfo Cordova- Garcia to be set at $52,088.40, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

10:28 FILED
AT _____ O'CLOCK a M

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ **Deputy**

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code,and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Pablo Hernandez to be set at $62,844.60, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

10:29 FILED
AT _____ O'CLOCK a M

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code, and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Veronica Jimenez to be set at $47,618.48, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

10:30 FILED
AT_____ O'CLOCK a M

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
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AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code, and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Maximiliano Pereda to be set at $67,112.50, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

10:31 FILED
AT _____ O'CLOCK a M

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
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AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code, and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Karla Mazuka Jimenez to be set at $85,954.05, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

AT 10:32 FILED
O'CLOCK a M
AUG 06 2026
LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.
AUG 06 2026
LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By Deputy

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code, and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Jose Luis Sarmiento to be set at $38,615.85, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

10:33 FILED
AT _____ O'CLOCK a M
AUG 06 2026
LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.
AUG 06 2026
LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code, and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Armando Gonzalez to be set at $65,128.31, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

FILED
AT 10:34 O'CLOCK a M
AUG 06 2026
LEOPOLDO VIELMA
District Clerk Maverick County Texas
By Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.
AUG 06 2026
LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By Deputy

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code, and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Luis Gustavo Rodriguez to be set at $68,305.02, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

AT 10:36 FILED O'CLOCK a M

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF ASSISTANT COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and pursuant to Section 84.021 of the Texas Local Government Code, and after careful examination and consideration required by law, do hereby order the salary of Assistant County Auditor Maria Sarmiento Lopez to be set at $80,015.98, annually, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said Assistant County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

AT 10:35 FILED
O'CLOCK a M

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ **Deputy**

THE STATE OF TEXAS

COUNTY OF MAVERICK

ORDER SETTING SALARY OF COUNTY AUDITOR

On this, the 6th day of August, A.D., 2026, we, the undersigned Judges of the 365th and 293rd Judicial Districts of Texas, and of the District Courts of Maverick County, Texas, after conducting a public hearing in accordance with Section 152.905 of the Texas Local Government Code in which parties in interest and citizens of the County in attendance had an opportunity to be heard at said public hearing, and after careful examination and consideration required by law, do hereby order the salary of County Auditor Gloria M. Barrientos to be set at $91,800, annually, plus a phone allowance of $1,200, effective the 1st day of October, A.D., 2026, plus medical and hospitalization insurance, plus fringe benefits.

IT IS FURTHER ORDERED that the District Clerk of Maverick County, Texas, shall record this action in the Minutes of the Court, and shall certify the same to the Honorable Commissioners' Court of Maverick County, Texas, for observance, and which Court shall cause the same to be recorded in their Minutes, together with an order directing the payment of said County Auditor's salary.

IN TESTIMONY whereof, witness our hands this 6th day of August, A.D., 2026.

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT COURT

MARIBEL FLORES
DISTRICT JUDGE
293RD JUDICIAL DISTRICT COURT

AT 10:27 FILED
O'CLOCK a M

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS, COUNTY OF MAVERICK
THIS DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED CONTAINING 1 OF 1 PAGES IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILE.

AUG 06 2026

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By _____ Deputy



REGULAR ITEMS

37

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
July 29, 2026	Discussion and possible action to reclassify the status of the staff of the 365th District Court, with the exception of the Official Court Reporters, from exempt to non-exempt.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
	DISTRICT JUDGE AMADO ABASCAL, III

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
AGENDA ITEM SPONSOR COMMENTS:
LEGAL COUNSEL COMMENTS/RECOMMENDATION:
ATTACHMENTS:
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.**

AMADO J. ABASCAL, III
DISTRICT JUDGE
365TH JUDICIAL DISTRICT
Dimmit, Maverick & Zavala Counties

Patricia Salinas
Official Court Reporter

To: Judge Rolando Jasso

Maverick County Judge

8/06/2026

I am hereby requesting, to have placed on the agenda for the earliest Commissioners' court meeting an item requesting that the staff of the 365th District Court, with the exception of the Official Court Reporter, have their employee status reclassified from exempt to non-exempt.

Thank you.

Amado Abascal, III

Historical Maverick County Courthouse

501 Main Street
Eagle Pass, Texas 78852

Telephone: (830) 773-1151
Telecopier: (830) 757-2720



REGULAR ITEMS

38

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
08/12/2026	DISCUSSION AND APPROPRIATE ACTION TO APPROVE REPLAT OF LOT 102, CHULA VISTA SUBDIVISION UNIT II

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
COUNTY JUDGE	OSCAR GARZA, PLANNING

BACKGROUND/PREVIOUS ACTION:

NEED FINAL APPROVAL FROM COMMISSIONER'S COURT

COST:	BUDGETED LINE ITEM:
NO COST TO MAVERICK COUNTY	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

RECOMMEND TO APPROVE

AGENDA ITEM SPONSOR COMMENTS:

CONCUR WITH DEPARTMENT DIRECTOR

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

WILL PROVIDE AT COMMISSIONER'S COURT

ATTACHMENTS:
REPLAT OF LOT 102, CHULA VISTA SUBDIVISION UNIT II

SUGGESTED MOTION:
MOVE TO APPROVE ITEM AS PRESENTED

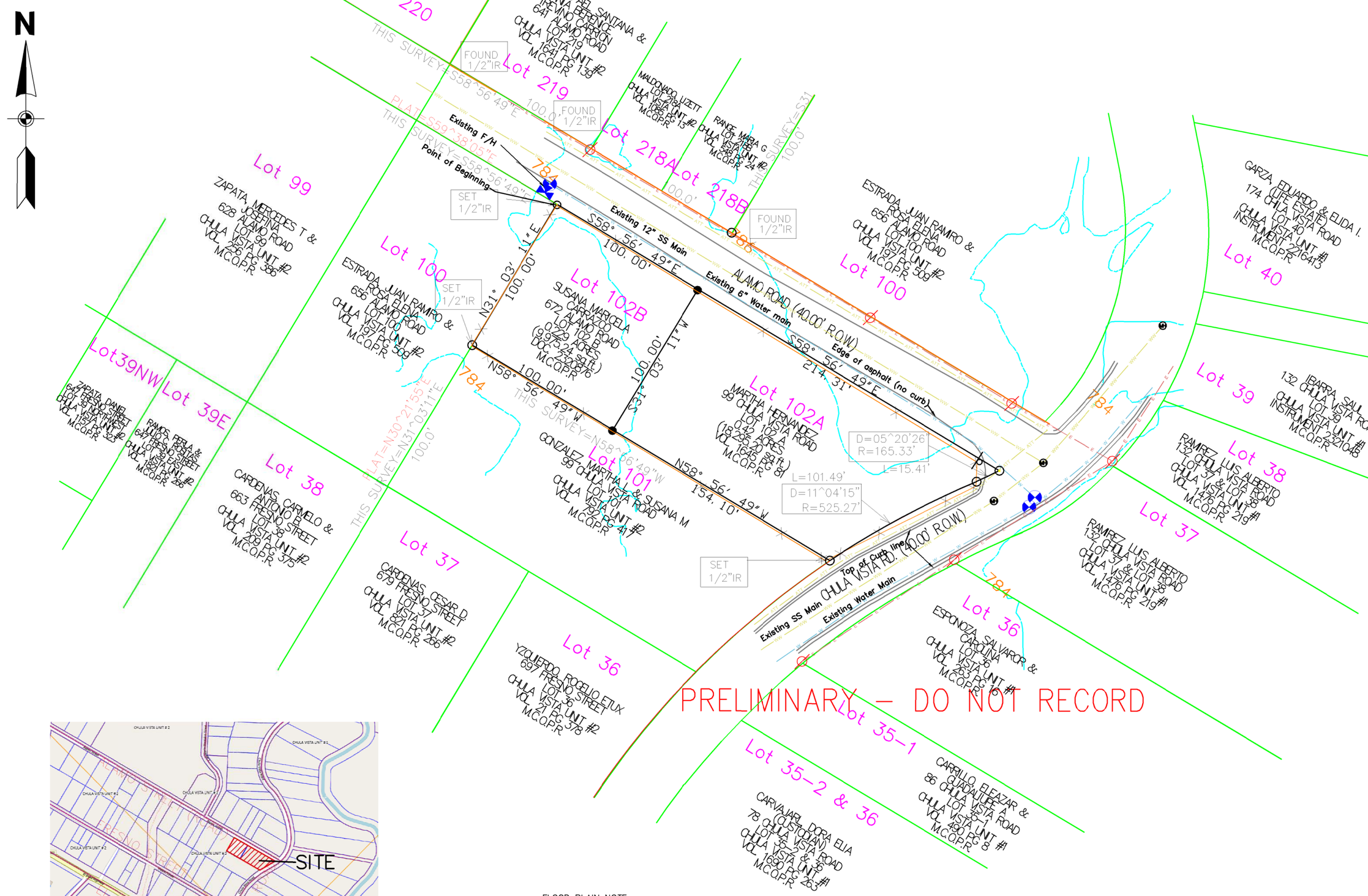
*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 10:00 A.M.**

SCALE IN FEET

24"x36" (ARCH D) – 1" = 40'

REPLAT SHOWING LOT 102A & 102B OUT OF LOT 102 CHULA VISTA SUBDIVISION UNIT II IN MAVERICK COUNTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF EAGLE PASS, TX

Curve Table			
Curve #	Length	Radius	Delta
C1	101.49	525.270	011°04'15"
C2	15.410	165.330	005°20'26"



LOCATION MAP
N.T.S.

SYMBOLOGY

- BOUNDARY
- FENCE
- WATER SUPPLY
- SANITARY SEWER
- STORM SEWER
- POWER
- TELEPHONE
- ATT
- TWC
- 571 CONTOUR MIN EX
- 575 CONTOUR MAJ EX
- FOUND MONUMENTS
- SET STAKES
- WATER VALVE, FIRE HYDRANT
- POWER POLE, GUY WIRE
- MANHOLE
- TRAFFIC LIGHT, SIGN

FLOOD PLAIN NOTE:

No portion of the property shown hereon is within Zone A, Special Flood Hazard Area as shown on Flood Hazard Boundary Community Map Panel No. 48323C0475D, dated April 4, 2011 for Maverick County as published by the Federal Insurance Administration.

PLAT NOTES AND RESTICTIONS:

1. Buildings shall be set back as follows:
   From front of lot = 25 feet
   Side Yard = 5 feet, Side to street = 10 feet
2. Zoning: * NO ZONING APPLIES WITHIN THE COUNTY OF MAVERICK
3. All easements shall be kept clear of fences, buildings, plantings, and other obstructions that would interfere with the utilities. This is the owner responsibility.
4. All lot corners, angle points, points of curvature and points of tangency are marked with 1/2" iron rod unless shown otherwise.
5. No more than one (1) single family detached dwelling shall be located on each lot.

NOTE: This Subdivision plat is inside Maverick County, Texas, and within the Extra Territorial Jurisdiction of the City of Eagle Pass, Texas.

COUNTY CLERKS RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF MAVERICK COUNTY, certify that the plat bearing this certificate was filed for record at ____ o clock ____ M on _____, 2024, and was recorded in Envelope _____, side ____ in the Plat Records of Maverick county at _____ o clock ____ M on _____, 2024,

_____
Maverick County Clerk.

METES AND BOUNDS FOR LOT 102A CHULA VISTA SUBDIVISION UNIT II

Situated in Maverick County, Texas and being a 0.42 Acres out of Survey 76, Abstract 1080 and being a portion of Lot 102, Chula Vista Subdivision Unit II, as shown in the plat of record in Envelope 106, Side B of the Maverick County Map records; said 0.42 Acres tract being more particularly described by metes and bounds as follows;

BEGINNING at the point that bears S 59°56'49"E, 100.00 feet from the common northerly corner of Lot 100 and Lot 102, said point falling on the southerly line of a 40 foot street, the south right of way line of Alamo Road for the northeast corner of this tract and POINT OF BEGINNING (P.O.B.);

THENCE, S 59°56'49"E, 214.31 feet to an iron pint set falling on a curve having a delta angle of 5°20'26" and a radius of 165.33 feet;

THENCE, 15.41 feet along the arc of said curve to the PC of another curve, having a delta angle of 11°04'15" and a radius of 525.27 feet;

THENCE, 101.49 feet along the arc of said curve to the common easterly corner of Lot 101 and Lot 102;

THENCE, N 59°56'49"W, 154.10 feet to the southwest corner of the herein described tract;

THENCE,, N 31°03'11"E, 100.00 feet to the POINT OF BEGINNING, and containing 0.42 Acres of land more or less.

METES AND BOUNDS FOR LOT 102B CHULA VISTA SUBDIVISION UNIT II

Situated in Maverick County, Texas and being a 0.229 Acres out of Survey 76, Abstract 1080 and being a portion of Lot 102, Chula Vista Subdivision Unit II, as shown in the plat of record in Envelope 106, Side B of the Maverick County Map records; said 0.229 Acres tract being more particularly described by metes and bounds as follows;

BEGINNING at the common northerly cornet of Lot 100 and Lot 102, Chula Vista Subdivision Unit II, said point falling on the southerly line of a 40 foot street, the south right of way line of Alamo Road for the northeast corner of this tract and POINT OF BEGINNING (P.O.B.);

THENCE, S 59°56'49"E, 100.00 feet to an iron pint set for the northeast corner of the herein described tract;

THENCE, S 31°03'11"W, 100.00 feet to an iron pint set falling on the northerly line of Lot 101 for the southeast corner of the herein described tract;

THENCE, along the division line of Lot 101 and 102, N59°56'49"W, 100.00 feet to a point on the easterly line of Lot100 for the southwesterly corner of this tract;

THENCE, along the division line of Lot 100 and Lot 102, N 31°03'11"E, 100.00 feet to the POINT OF BEGINNING, and containing 0.229 Acres of land more or less.

STATE OF TEXAS)(
COUNTY OF MAVERICK)(

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, AS OWNER OF LOT 102A AND LOT 102B OF THE CHULA VISTA SUBDIVISION UNIT II, IN MAVERICK COUNTY,TEXAS CERTIFY THAT :

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET THE MINIMUM STATE STANDARDS:
(D) GAS CONNECTIONS, IF AVAILABLE PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STANDARDS, AND

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

MARTHA HERNANDEZ
OWNER OF LOT 102A

SUSANA MARICELA CARRAZCO
OWNER OF LOT 102B

STATE OF TEXAS)(
COUNTY OF MAVERICK)(

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, MARTHA HERNANDEZ AND SUSANA MARICELA CARRAZCO PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSES TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGE THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____ . 2024.

NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS XX
COUNTY OF MAVERICK XX

CERTIFICATE OF COMPLIANCE WITH MODEL RULES

I, CARLOS VELARDE, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS (NO.134409), HEREBY CERTIFY THAT THE WATER AND SEWER SERVICES FOR THIS SUBDIVISION WERE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF EAGLE PASS, TEXAS, THAT THESE SERVICES WILL BE CONNECTED TO THE PUBLIC WATER AND SEWER UTILITIES. THAT THESE SERVICES WILL BE OPERATED AND MAINTAINED BY THE CITY OF EAGLE PASS; ALL SHOWN ON THE DRAWINGS PRESENTED TO, AND APPROVED BY, THE CITY OF EAGLE PASS, TEXAS. THESE WATER AND SEWER DESIGNS ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343 OF THE TEXAS WATER CODE AND ARE OPERABLE AT THIS TIME.

STATE OF TEXAS
CARLOS ARTURO VELARDE FERNANDEZ
134409
LICENSED PROFESSIONAL ENGINEER

CARLOS VELARDE
REGISTERED PROFESSIONAL ENGINEER
TEXAS NO. 134409

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____DAY OF _____, 2024.

NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS XX
COUNTY OF MAVERICK XX

I, FRANK GAYTAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION OF THE REPLAT OF LOT 102A AND 102B, OUT OF LOT 102 CHULA VISTA SUBDIVISION UNIT II, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____, 2024.

STATE OF TEXAS
REGISTERED
FRANCISCO GAYTAN
5474
PROFESSIONAL LAND SURVEYOR

FRANK GAYTAN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5474

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____DAY OF _____, 2024.

NOTARY PUBLIC STATE OF TEXAS

CITY OF EAGLE PASS
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS REPLAT OF LOT 102A AND 102B, OUT OF LOT 102 CHULA VISTA SUBDIVISION UNIT II, WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EAGLE PASS, TX

CHAIRMAN OF THE CITY OF EAGLE PASS
PLANNING AND ZONING COMMISSION

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2024.

NOTARY PUBLIC STATE OF TEXAS

CITY OF EAGLE PASS
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS REPLAT OF LOT 102A AND 102B, OUT OF LOT 102 CHULA VISTA SUBDIVISION UNIT II WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS.

MAYOR OF THE CITY OF EAGLE PASS

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2024.

NOTARY PUBLIC STATE OF TEXAS

MAVERICK COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS REPLAT OF LOT 102A AND LOT 102B OUT OF LOT 102 CHULA VISTA SUBDIVISION UNIT II, WAS REVIEWED AND APPROVED BY THE MAVERICK COUNTY COMMISSIONERS' COURT.

MAVERICK COUNTY JUDGE DATE

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2024.

NOTARY PUBLIC STATE OF TEXAS

Replat establishing Lot 102A and 102 B, out of Lot 102 of the Chula Vista Subdivision Unit II, Maverick County, Texas.

CAVEL ENGINEERING
ENGINEERING FIRM F-20893, TEXAS
2373 Willowbrae Dr.
Eagle Pass, Texas 78852
Phone: (830) 872-8799

JOB#RP 1123-01
REV __
January, 2024

SHEET
1 of 1



REGULAR ITEMS

39

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
08/26/2026	DISCUSSION AND APPROPRIATE ACTION TO APPROVE REPLAT OF LOT C, BLOCK 11, TOWNSITE OF FABRICA SUBDIVISION

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
COUNTY JUDGE	OSCAR GARZA, PLANNING

BACKGROUND/PREVIOUS ACTION:

NEED FINAL APPROVAL FROM COMMISSIONER'S COURT

COST:	BUDGETED LINE ITEM:
NO COST TO MAVERICK COUNTY	

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

RECOMMEND TO APPROVE

AGENDA ITEM SPONSOR COMMENTS:

CONCUR WITH DEPARTMENT DIRECTOR

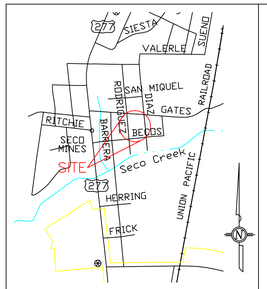
LEGAL COUNSEL COMMENTS/RECOMMENDATION:

WILL PROVIDE AT COMMISSIONER'S COURT

ATTACHMENTS:
REPLAT OF LOT C, BLOCK 11, TOWNSITE OF FABRICA SUBDIVISION

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 10:00 A.M.**



LOCATION MAP
NOT TO SCALE

MOUNTAIN VIEW ENGINEERING F-15053

CONSULTING ENGINEER:
HECTOR CANALES, P.E.
2400 VETERANS BLVD SUITE 8
DEL RIO, TEXAS 78840

SURVEYOR:
FRANSICO GAYTAN
RICHARD LANE AND ASSOCIATES
2605 ENCINO PARK DR.
EAGLE PASS, TEXAS 78852

STATE OF TEXAS)(
COUNTY OF MAVERICK)(

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE OWNER OF LOT C, BLOCK 11, TOWNSITE OF FABRICA SUBDIVISIONAND WHOSE NAMES ARE SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREIN, AND FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 212.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTION TO THE LOT(S) WILL MEET THE MINIMUM STATE STANDARDS
(B) THE SEWER CONNECTION TO THE LOT(S) WILL MEET THE MINIMUM REQUIRMENTS OF THE STATE
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOT(S) MEETS THE MINIMUM STATE STANDARDS
(D) THE GAS CONNECTIONS, IF AVALIBLE PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STANDARDS, AND;

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

REPLAT CERTIFICATION (RESIDENTIAL DEED RESTRICTIONS)
I, NOEMI GONZALEZ, THE OWNER OF LOT C, BLOCK 11, TOWNSITE OF FABRICA SUBDIVISION, AS SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS REPLAT DOES NOT ALTER, AMEND OR REMOVE ANY COVANANTS OR RESTRICTIONS; I FURTHER CERTIFY THAT NO PORTION OF THE PROPOSED AREA TO BE REPLATIED WAS LIMITED WITHIN THE IMMEDIATE PRECEDEDING FIVE YEARS BY ANY INTERIM OR PERMANENT ZONING CLASSIFICATION TO RESIDENTIAL USE FOR NOT MORE THAN ONE RESIDENTIAL UNIT PER LOT; WE FURTHER CERTIFY THAT NO LOT COVERED BY THE REPLAT OF LOT C, BLOCK 11, TOWNSITE OF FABRICA; APPROVED BY THE PLANNING COMMISSION IN THE PAST, WAS LIMITED BY DEED RESTRICTION TO RESIDENTIAL USE FOR NOT MORE THAN ONE RESIDENTIAL UNIT PER LOT.

_____
NOIME GONZALEZ

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026

BY NOEMI GONZALES.

_____
SIGNATURE NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES: _____

CITY OF EAGLE PASS
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS REPLAT LOT C, BLOCK 11, TOWNSITE OF FABRICA SUBDIVISION, WAS REVIEWED AND APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF EAGLE PASS, TEXAS

_____ _____
COMMUNITY DEVELOPMENT DIRECTOR DATE
OF THE CITY OF EAGLE PASS

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026

_____
NOTARY PUBLIC STATE OF TEXAS

CITY OF EAGLE PASS
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS RE-PLAT LOT C BLOCK 11, TOWNSITE OF FABRICA SUBDIVISION, WAS REVIEWED AND APPROVED BY THE CITY ENGINEER OF THE CITY OF EAGLE PASS, TEXAS

_____ _____
CITY ENGINEER OF THE CITY OF EAGLE PASS DATE

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026

_____
NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS
COUNTY OF MAVERICK
WE THE UNDERSIGNED, CERTIFY THAT THIS REPLAT OF LOT C, BLOCK 11 TOWNSITE OF FABRICA WAS REVIEWED AND APPROVED BY THE COUNTY COMMISSIONER'S COURT OF THE COUNTY OF MAVERICK, TEXAS

_____ _____
MAVERICK COUNTY JUDGE DATE

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 2026.

_____
NOTORARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF MAVERICK

I, HON. SARA MONTEMAYOR, COUNTY CLERK OF MAVERICK COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS

FILED IN MY OFFICE ON THE _____ DAY OF _____

2026 AT _____ IN THE RECORDS OF SAID COUNTY, IN

THE ENVELOPE _____ SIDE _____ IN TESTIMONY

WHEREOF WITNESS MY HAND AND OFFICAL SEAL OF OFFICE

THIS THE _____ DAY OF _____ 2026.

_____
HON. SARA MONTEMAYOR
MAVERICK COUNTY, TEXAS

PLAT NOTES:

1. THIS SUBDIVISION IS LOCATED OUTSIDE THE CITY LIMITS OF EAGLE PASS, TEXAS BUT WITHIN THE 5 MILE ETJ.

2. THIS SUBDIVISION IS PARTIALLY LOCATED WITHIN THE FEMA REGULATED 1% ANNUAL FLOODPLAIN AS DEPICTED ON FIRM PANEL #48323C 0451D, EFFECTIVE APRIL 4, 2011. SEE FLOODPLAIN NOTE FOR MORE INFORMATION.

3. THE LOTS IN THE SUBDIVISION ARE CURRENTLY SERVED BY A PUBLIC WATER SYSTEM OWNED, OPERATED, AND MAINTAINED BY EAGLE PASS WATER WORKS.

4. THE LOTS IN THE SUBDIVISION ARE CURRENTLY SERVED BY A PUBLIC SEWER SYSTEM OWNED, OPERATED, AND MAINTAINED BY EAGLE PASS WATER WORKS.

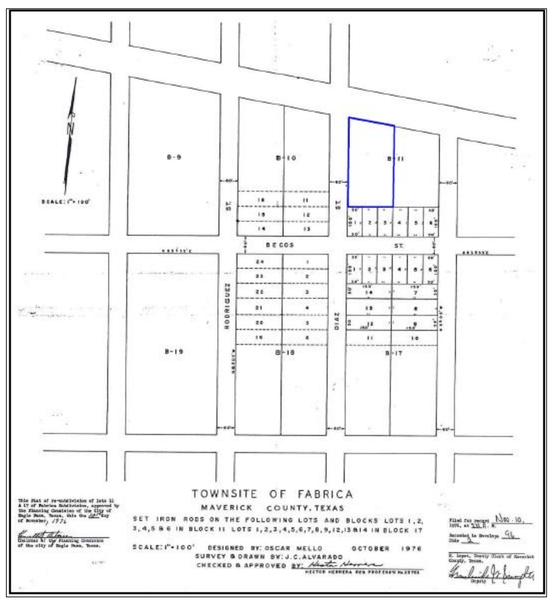
5. THE LOTS IN THE SUBDIVISION ARE CURRENTLY SERVED ELECTRICITY PROVIDED BY AMERICAN ELECTRIC POWER, A PUBLIC UTILITY OPERATED UNDER THE LAWS AND REGULATIONS OF THE STATE OF TEXAS.

6. LOTS ARE ZONED RESIDENTIAL.

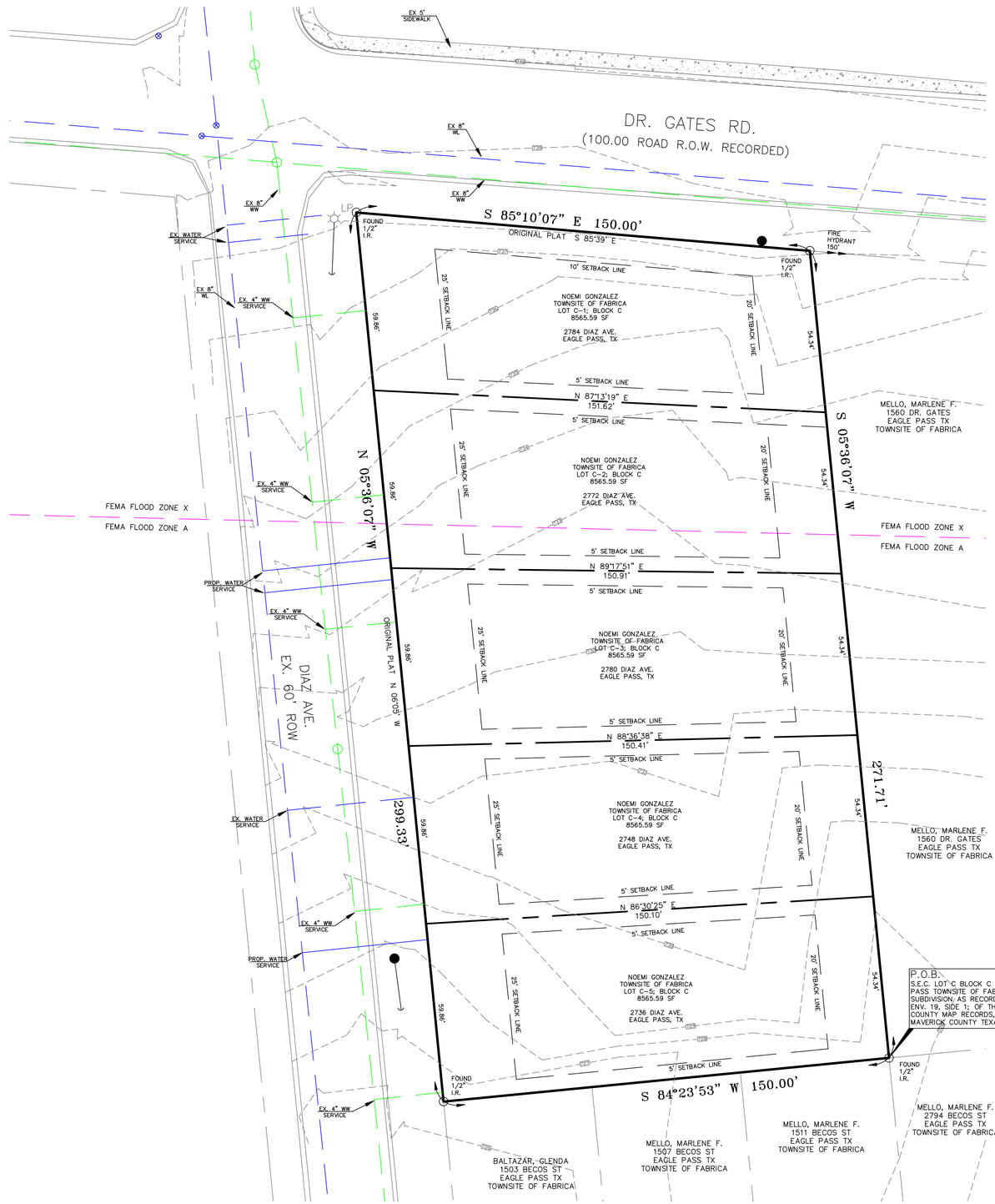
7. AS PER MAVERICK COUNTY THERE ARE NO RESTRICTIONS ASSOICATED WITH THE LOTS WITHIN THIS SUBDIVISION.

8. NO MORE THAN ONE (1) SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.

9. THIS REPLAT DOES NOT ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.



ORIGINAL PLAT OF RECORD



METES AND BOUNDS

A TRACT OF LAND CONTAINING 0.98 TOTAL ACRES, LOT C, BLOCK 11, TOWNSITE OF FABRICA, ACCORDING TO THE ORIGINAL PLAT THEREOF RECORDED IN ENV. 19, SIDE 1 OF THE MAP RECORDS OF THE COUNTY CLERK OF MAVERICK COUNTY, TEXAS, (REFERANCE TO WHICH IS HERE MADE FOR ALL PURPOSE), SAID IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

POINT OF BEGINING (P.O.B) BEING AT A 1/2-INCH IRON ROD FOUND FOR THE APPARENT SOUTHEAST CORNER OF SAID LOT C AND BEING THE P.O.B. OF SAID 0.98 ACRE TRACT HEREIN DESCRIBED;

THENCE, S 84°23'53" W, A DISTANCE OF 150.00 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE, N 05°36'07" W, WITH THE SAID EAST ROW LINE OF DIAZ AVE.;A DISTANCE OF 299.33 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE, S 85°10'07" E, WITH THE SAID SOUTH ROW LINE OF DR. GATES BLVD.; A DISTANCE OF 152.52 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE, S 05°36'07" E, A DISTANCE OF 271.71 FEET TO A 1/2-INCH IRON ROD FOUND; ALSO BEING THE P.O.B. CONTAINING 0.561 ACRES.

BEARINGS ACCORDING TO PLAT OF RECORD ENVELOPE 19, SIDE 1; THE NORTHE LINE OF BECOS STREET WITH BEARING N 84°23'53" E CALLED TO BE N 83°55' E

STATE OF TEXAS)(
COUNTY OF VAL VERDE)(

I, HECTOR CANALES, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS (NO. 97833), HEREBY CERTIFY THAT THE WATER AND WASTEWATER SERVICES FOR THIS PLAT WERE DESIGNED IN ACCORDANCE WITH THE REQUIRMENTS OF THE CITY OF EAGLE PASS, TEXAS, THAT THESE SERVICES ARE CONNECTED TO A PUBLIC WATER AND SEWER UTILITIES OPERATED AND MAINTAINED BY THE CITY OF EAGLE PASS, TEXAS. THESE WATER AND SEWER DESIGNS ARE IN COMPLIANCE WITH THE MODEL SUBDIVISION RULES ADOPTED UNDER 16.343, TEXAS WATER CODE.

_____
HECTOR CANALES, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026

_____
NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS
HECTOR CANALES
97388
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS)(
COUNTY OF MAVERICK)(

I, FRANCISCO GAYTAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION OF THE REPLAT LOT C, BLOCK 11, TOWNSITE OF FABRICA SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION.

_____
FRANCISCO GAYTAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 5474

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026

_____
NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS
REGISTERED
FRANCISCO GAYTAN
5474
PROFESSIONAL
LAND SURVEYOR

PREV. WIND

Scale: 1" = 20'

SET BACK INFORMATION:

FRONT 25'
SIDE 5'
REAR 20'

FLOODPLAIN NOTE:

LIMITS OF ZONE A SCALED FROM MAP TO BE 92 FEET FROM THE FRONT PROPERTY LINE, VERIFY AS REQUIRED.

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- FOUND 1" PIPE
- SET 60-D NAIL
- P.O.B. – POINT OF BEGINNING
- LP – EX. STREET LIGHT POLE
- EX. FIRE HYRDANT
- EX. UTILITY POLE
- EX CONCRETE
- EX BUILDING
- PLAT BOUNDARY
- PLAT INTERIOR BOUNDARY
- BOUNDARY OTHER
- UTILITY EASEMENT
- 1% FLOODPLAIN
- EX SEWER LINE
- EX WATER LINE
- EX FENCE LINE

RE-PLAT OF
LOT C, BLOCK 11, TOWNSITE OF FABRICA SUBDIVISION

BEING LOT C BLOCK 11 TOWNSITE OF FABRICA SUBDIVISION, MAVERICK COUNTY RECORDED IN ENVELOPE 19, SIDE 1; OF THE MAVERICK COUNTY MAP RECORDS, MAVERICK COUNTY, TEXAS

PLAT PREPARED:
JUNE 2026

REGULAR ITEMS

40

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
	Discussion and possible approval to recognize revenue in the amount of $51,926.36 – EPISD & Maverick County Water Control 2026 Election Contribution

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
	Auditor's Office

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
AGENDA ITEM SPONSOR COMMENTS:
LEGAL COUNSEL COMMENTS/RECOMMENDATION:
ATTACHMENTS: Check received and deposit warrant
SUGGESTED MOTION:

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

Deposit Warrant

Maverick County, Texas

The Treasurer will receive from Elections Department $ 51,926.36 7-14-26 (Date)

Source and purpose of the above amount EPTSD contract election Fee 5-2-26
MCWCID contract election Fee 5-2-26

Received the above amount for deposit as follows

Rito Valdez
County Treasurer

By: alexia gtz
Deputy

07/14/26
Date of Deposit

Prepared By

Description	Fund	Line Item Code	Amount
100-0470-20-300		Voter Registration	51,926.36
		Total	$ 51,926.36

Treasurer's Copy (White) Depositor's Copy (Yellow)

D.W. No. 0 7189

Maverick County WCID #1 18450

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
	Election Expense				8,726.21

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
7/8/26	18450	MAVERICK COUNTY ELECTIONS		$8,726.21

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

18450

MAVERICK COUNTY WATER CONTROL
1622 MAVERICK INDUSTRIAL PARK RD.
EAGLE PASS, TEXAS 78852
PH. (830) 773-5129

FALCON INTERNATIONAL BANK
Member FDIC
MAIN BRANCH
88-1580/1149

CHECK NO.	DATE	AMOUNT
18450	Jul 8, 2026	8,726.21

Eight Thousand Seven Hundred Twenty-Six and 21/100 Dollars

PAY TO THE ORDER OF:
MAVERICK COUNTY ELECTIONS
501 E. MAIN ST., SUITE B
EAGLE PASS, TX 78852

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈018450⑈ ⑆114915803⑆ 26220423116⑈

VENDOR COMPANY NAME	VENDOR NUMBER	VENDOR PHONE NO.	CHECK DATE	CHECK NO.
COUNTY OF MAVERICK	10429		06-30-2026	316729

INVOICE NUMBER	INVOICE DATE	PO/PA NUMBER	ACCOUNT CODE	PAYMENT AMOUNT
EPISD SPECIAL E	05-02-2026	166652	199-41-6439.00-702-699726	43,200.15

TOTAL *****43,200.15

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND VOID PANTOGRAPH.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT
587 MADISON ST. • EAGLE PASS, TEXAS 78852
(830) 773-5181

316729

VENDOR NUMBER	DATE	CHECK NUMBER
10429	06-30-2026	316729

PAY *****43,200 DOLLARS AND *15*CENTS

AMOUNT *****43,200.15

VOID AFTER 180 DAYS

TO THE ORDER OF
COUNTY OF MAVERICK
501 E MAIN STREET SUITE B
EAGLE PASS, TX 78852

Christopher Hiller, Board Secretary

Jorge Parrera, Board President

⑈316729⑈ ⑆071921891⑆ 494465786⑈

VENDOR COMPANY NAME	VENDOR NUMBER	VENDOR PHONE NO.	CHECK DATE	CHECK NO.
COUNTY OF MAVERICK	10429		06-30-2026	316729

INVOICE NUMBER	INVOICE DATE	PO/PA NUMBER	ACCOUNT CODE	PAYMENT AMOUNT
EPISD SPECIAL E	05-02-2026	166652	199-41-6439.00-702-699726	43,200.15

TOTAL *****43,200.15

WZS65706 11-21 THOMPSON PRINT SOLUTIONS 1-800-842-0191

Item #

Revenue Recognition
FY 2026

Fiscal Year : 2026

EPISD & MAVERICK COUNTY WATER CONTROL 2026 ELECTION CONTRIBUTION

	Account Number	Description	Debit	Credit
1	100-08215-691	EXP.CONTR.SERV - FUND DEFICIT	51,926.36	
	100-04020-300	VOTER REGISTRATION		51,926.36
		Total	51,926.36	51,926.36

LCG 111.0108

1	**EPISD & Maverick County Water Control 2026 Election Contribution**



REGULAR ITEMS

41

COMMISSIONER'S COURT COMMUNICATION

8-4-26

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT Discussion and appropriate action to recognize the appointment of 5 non-paid deputy constables in Pct.3-1 Joshua Martinez, Froylan Collazo, Jmichael Moths, Andres Jimenez, & Jose Armando Villegas who have met all perquisites of law to become a licensed Texas Peace Officer as per request of Constable 3-1 at no cost the county. Each deputy will pay their own insurance.
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING OLGA RAMOS
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.**

Outlook

5 reserve deputies to be picked up for PCT 3 Constables office

From mario.hernandez <mario.hernandez@co.maverick.tx.us>
Date Mon 8/3/2026 3:58 PM
To Gabriel Villasenor <airport@co.maverick.tx.us>

This is to advise that I have 5 individuals which Peace Officer license is ready to be piced up by The Maverick County PCT 3-1 CONSTABLES OFFICE. THE NAME ARE AS FOLLOW:

1. Joshua Alaxander Martinez
2. Froylan Collazo
3. JMichael Moths
4. Andres Arturo Jimenez
5. Jose Armando Villegas

Thank you in advance for time and consideration to this matter.

Mario Hernandez
Maverick County Constable PCT 3-1
830 325 0132



REGULAR ITEMS

42

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT Discussion and appropriate action to recognize the appointment of 2 non-paid deputy constables in Pct.3-2 Clay Cinclair and Dustin Martinez who have met all perquisites of law to become a licensed Texas Peace Officer as per the request of Constable 3-2
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING OLGA RAMOS
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.**

Outlook

Re: agenda

From Abraham Martinez <abraham.martinez@co.maverick.tx.us>
Date Tue 7/21/2026 10:07 AM
To Gabriel Villasenor <airport@co.maverick.tx.us>

Dustin Martinez and Clay Sinclaire

From: Gabriel Villasenor <airport@co.maverick.tx.us>
Sent: Tuesday, July 21, 2026 10:04 AM
To: Abraham Martinez <abraham.martinez@co.maverick.tx.us>
Cc: olgaramos <olgaramos@co.maverick.tx.us>
Subject: Re: agenda

Mr. Martinez,

Can you possibly send me the other name of the deputy please?

Thanks,

Olga Ramos
Maverick County Commissioner PCT 3

Gabriel Villaseñor
Maverick County
International Airport Manager
2989 Sanchez Ave.
Eagle Pass, TX 78852
Phone: 830-213-9760
Fax: 830-773-7730
Email: airport@co.maverick.tx.us

From: Abraham Martinez <abraham.martinez@co.maverick.tx.us>
Sent: Tuesday, July 21, 2026 9:50 AM
To: Gabriel Villasenor <airport@co.maverick.tx.us>
Subject: agenda

Good morning, Gabriel, Could you add Clay Cinclair to the agenda for the 27th as a non-paid reserve please.



REGULAR ITEMS

43

COMMISSIONER'S COURT COMMUNICATION

E-mailed 07/8//2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR Discussion and appropriate action regarding status of BELONG Child Welfare Board and budget allocation.
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING OLGA RAMOS
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.**

Meeting 05/31/2024 11:30pm

Met with: SJRC/ BELONG

- Who oversees Youth and Foster Children in Maverick County.
- Who are seeking assistance to reestablish **CHILD WELFARE BOARD.**
- There is "History" of a Former Child Welfare Board that is now dissolved. Dormant/dissolved 5 yrs. ago +/- (Last known members: **Marcos Salinas & David Diaz**).
- ***Belong*** has spoken to "County Clerk" and has verified information of past Board and Funds Left in Acct. (They do not know dollar amount).
- ***Child Welfare Board is funded by budget and fundraising.***
- ***Maverick county is the one of the if not the hardest county (Poverty)***

CPS no longer takes children/ youth for fostering they investigate and hand over children to ***BELONG*** who is a community-based care organization.

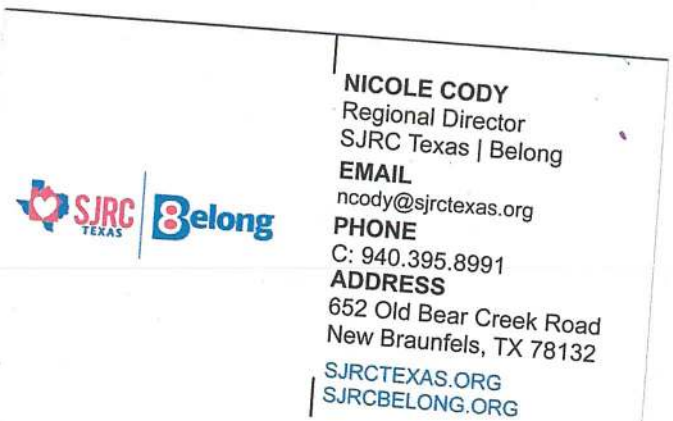
** they need a sponsor to be an agenda item and seek approval board can have 15 members.

** Comm. Morales advised them to seek elsewhere as he is always over voted.

Regular:

1. DA# regarding Belong (cu)
   Presentation.


SJRC
TEXAS
Belong
LINDA RICO
Community Liaison
SJRC Texas + Belong
EMAIL
lrico@sjrctexas.org
PHONE
C: 512.460.8041
O: 210.876.6763
ADDRESS
8918 Tesoro Drive #535
San Antonio, TX 78217
SJRCTEXAS.ORG | SJRCBELONG.ORG


SJRC
TEXAS
Belong
NICOLE CODY
Regional Director
SJRC Texas | Belong
EMAIL
ncody@sjrctexas.org
PHONE
C: 940.395.8991
ADDRESS
652 Old Bear Creek Road
New Braunfels, TX 78132
SJRCTEXAS.ORG
SJRCBELONG.ORG

Correction- Agenda Item

Mercedes Sanchez <airport@co.maverick.tx.us>

Fri 5/31/2024 3:58 PM

To:guille.romero <guille.romero@co.maverick.tx.us>

Cc:olgaramos <olgaramos@co.maverick.tx.us>;jessica.gonzalez <jessica.gonzalez@co.maverick.tx.us>

Maverick County Commissioner PCT3

Agenda Items to be placed on Commissioners' Court Meeting

Date: 05/31/2024

Regular Item

1) Discussion and appropriate action regarding SJRC Texas/ BELONG (Child welfare Board) Presentation.

Olga Ramos
Maverick County
PCT 3 Commissioner

Mercedes Sanchez
Maverick County Airport
Administrative Assistant
2989 Sanchez Ave.
Eagle Pass, TX 78852
Phone: 830-213-9760
Email: Airport@co.maverick.tx.us

Sent email

Examples – legal language

Here's the legal authority for your questions regarding appointment of board members and funding. The language is 'may' and not 'shall'. Also, perhaps, the Texas Council of Child Welfare Boards could assist the counties that need it. This link should take you right to it. I realize you may have already tried this route as well so disregard if you have. REGION 8 | Texas Council of CWB (tccwb.org)

Sec. 264.005. COUNTY CHILD WELFARE BOARDS. (a) The commissioners court of a county may appoint a child welfare board for the county. The commissioners court and the department shall determine the size of the board and the qualifications of its members. However, a board must have not less than seven and not more than 15 members, and the members must be residents of the county. The members shall serve at the pleasure of the commissioners court and may be removed by the court for just cause. The members serve without compensation.

(b) With the approval of the department, two or more counties may establish a joint child welfare board if that action is found to be more practical in accomplishing the purposes of this chapter. A board representing more than one county has the same powers as a board representing a single county and is subject to the same conditions and liabilities.

(c) The members of a county child welfare board shall select a presiding officer and shall perform the duties required by the commissioners court and the department to accomplish the purposes of this chapter.

(d) A county child welfare board is an entity of the department for purposes of providing coordinated state and local public welfare services for children and their families and for the coordinated use of federal, state, and local funds for these services. The child welfare board shall work with the commissioners court.

(e) A county child welfare board is a governmental unit for the purposes of Chapter 101, Civil Practice and Remedies Code.

Examples - Legal Language

(f) A county child protective services board member may receive information that is confidential under Section 40.005, Human Resources Code, or Section 261.201 when the board member is acting in the member's official capacity.

(g) A child welfare board may conduct a closed meeting under Section 551.101, Government Code, to discuss, consider, or act on a matter that is confidential under Section 40.005, Human Resources Code, or Section 261.201.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1997, 75th Leg., ch. 575, Sec. 24, eff. Sept. 1, 1997.

Sec. 264.006. COUNTY FUNDS. The commissioners court of a county may appropriate funds from its general fund or any other fund for the administration of its county child welfare board. The court may provide for services to and support of children in need of protection and care without regard to the immigration status of the child or the child's family.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1997, 75th Leg., ch. 575, Sec. 25, eff. Sept. 1, 1997.

Sec. 264.008. CHILD WELFARE SERVICE FUND. The child welfare service fund is a special fund in the state treasury. The fund shall be used to administer the child welfare services provided by the department.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.

FACT SHEET

Belong

Maverick County

Current needs and projects to support our area foster youth.

COUNTY OVERVIEW

Currently, **33** youth in foster care, **9** are placed in Maverick County. ← Not enough foster homes

For Fiscal Year 2022 (September 2021-August 2022):

9 Removals — 24 Not placed

271 Investigations

41 Families in a Family Preservation Services Stage

Needs	How You Can Help
Gift Cards	Host a drive to collect Amazon, Visa, or Walmart gift cards
Monthly Birthday Box Program	Volunteer to ensure that each child in foster care receives a special celebration box on their birthday.
Fundraising	Interested in organizing a fundraiser? We can utilize your talent, skill, and connections!
Open more foster homes	Host an Informational meeting with friends, church, business or your community.
Necessities	New Clothing Items, Car seats, Dressers, Twin Bed sets, Home Safety Items such as: fire extinguishers, electrical outlets, smoke detectors, etc.

CONTACT INFORMATION

Nicole Cody, Regional Director
ncody@sjrctexas.org
940-395-8991

Linda Rico, Community Liaison
lrico@sjrctexas.org
512-460-8041



SJRC TEXAS | Belong

TRANSFORMING TOMORROW TOGETHER

BECOME A FOSTER FAMILY!

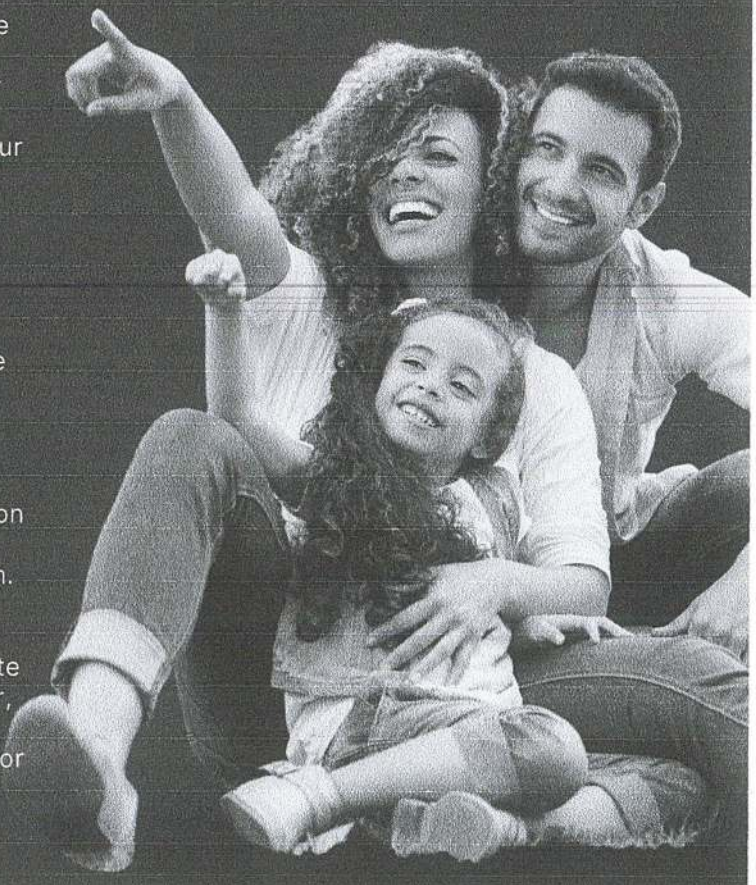
ADOPT A CHILD!

DONATE HOPE!

For over 40 years, SJRC Texas, a 501c3 nonprofit organization, has fulfilled its mission of offering healing, hope and a home for the most vulnerable children and families. Since inception, we have served more than 70,000 abandoned, abused, or neglected youth. Each day, our dedicated team ensures that hundreds of children entrusted to our care receive exceptional therapeutic care along their journey of a brighter future.

We provide an array of premier, nationally accredited continuum of care programs such as Residential Foster Care, Community-Based Care services through our division Belong, Foster Care and Adoption Services, Reunification and Kinship Services, a Family Resource Center in New Braunfels, and a Parenting Support Program. In addition to helping our youth heal, our trauma-informed team of professionals work with youth on critical life and social skills, education as well as living successfully beyond the foster care system.

Consider becoming involved at SJRC Texas by visiting our page, sjrctexas.org, and help us create impact for this generation and the next! Together, we can make a lasting difference in the lives of children and families and build a brighter future for our community.



SJRCTEXAS.ORG | SJRCBELONG.ORG
210.876.6763

SJRC TEXAS | 8elong

TRANSFORMING TOMORROW TOGETHER



Throughout 28 Texas Counties in Region 8

BELONG

We provide vulnerable children a place to belong by creating and strengthening connections.

BELIEVE

We give children the best possible start while empowering them to grow up to be happy, poductive, caring adults.

BECOME

You can be the positive change in a child's life by volunteering, fostering, adopting, or sponsoring a youth or kinship family.

Community-Based Care Programs

- Foster & Adoption Services
- Family Reunification Support
- Kinship Support
- Aging Out Services
- Faith-Based Outreach
- Family Enrichment Programs

Community-Based Care Goals

- Keep Siblings Together
- Placement in Child's Community
- Minimal Placement Changes
- Permanent Placement with Family
- Adult Living Preparation for Teens
- Community Support

FOSTER | ADOPT | GIVE THROUGH GOODS AND DONATIONS

(210) 876-6763 | SJRCTEXAS.ORG

AGENDA

MAVERICK COUNTY COMMISSIONERS COURT
SPECIAL MEETING
THURSDAY, JUNE 13, 2024, AT 5:00 P.M. CST
COMMISSIONER'S COURT, MAVERICK COUNTY COURTHOUSE
500 QUARRY ST. EAGLE PASS, MAVERICK COUNTY, TEXAS

ESTABLISHMENT OF QUORUM

CITIZENS COMMUNICATIONS AND RECOGNITIONS

CONSENT ITEMS

1. **Discussion and Appropriate Action to allow Middle Rio Grande Workforce Solutions to host a Job Fair for our community at the Nick Carr Community Center on June 18, 2024. - Commissioner Rios**

2. **Discussion and Appropriate Action to allow UMOS Organization to host a Migrant Informative event for our community at the Nick Carr Community Center June 18, 2024. Commissioner Rios**

3. **Discussion and Appropriate Action to allow Clinica Villanueva to host a Vital Reading event for our community at the Nick Carr Community Center on June 20, 2024. – Commissioner Rios**

4. **Discussion and Appropriate Action to allow Winter Garden Women's Shelter to host a Mental Health event for our community at the Nick Carr Community Center on June 20, 2024. – Commissioner Rios**

5. **Discussion and Appropriate Action to allow Area Agency on Aging to host an Informative Health Benefits event for our community at the Nick Carr Community Center on June 20, 2024. – Commissioner Rios**

6. **Discussion and Appropriate Action to allow housing Authority to host a Section 8 Informative event for our community at the Nick Carr Community Center on June 25, 2024. - Commissioner Rios**

Texas Belong (Child Welfare Board)

7. **Discussion and Appropriate Action to allow Fay's Scan Program to host a Mental Health event for our community at the Nick Carr Community Center on June 25, 2024. – Commissioner Rios**

8. **Discussion and Appropriate Action to allow Border Federal Credit Union to host a Financial Counseling Class for our community at the Nick Carr Community Center on June 27, 2024. – Commissioner Rios**

9. **Discussion and Appropriate Action to host a Children's Summer Program at the Nick Carr Community Center. – Commissioner Rios**

10. **Discussion and Appropriate Action to appoint five (5) non-paid deputy constables in Precinct 4, Ruben Velasquez III, Jared Garcia, Julianne Misael Galvan, Elijah E. Estrada-Perez and Manuel Eduardo Hernandez have met all prerequisites of law to become a licensed Texas Peace Officer. – Commissioner Ruiz**

11. **Discussion and Appropriate Action to assist resident at 1504 Baltica St to cut a tree interfering property fence. – Commissioner Ruiz**

REGULAR ITEMS

12. **Discussion and Appropriate Action to award engineering contract for the Maverick County 2024 TxCDBG Colonia Program Application as recommended by the selection review committee. – County Judge**

13. **Discussion and Appropriate Action to approve the setting of the salary for Amanda Capetillo at $53,742.00 and Laura Giles at $53,001.00 to be effective immediately. – County Judge**

14. **Discussion and Appropriate Action to transfer Adrian Botello, PID#474467 from full-time Deputy to Operation Lone Star Investigator Data Analyst position at an hourly rate of $25.00 effective May 31, 2024, to replace Krystal Gomez. – County Judge**

15. **Discussion and Appropriate Action to recognize revenue in the amount of $720.00 – Pct. 1 Father's Day event. – County Judge**

16. **Discussion and Appropriate Action to appoint Judge Ramsey English Cantu, Commissioner Olga Ramos and County Auditor Raul Treviño to the Tax Reinvestment Zone #1 Board of Directors. – County Judge**

17. **Discussion and Appropriate Action and/or consideration of a proposed partial abandonment of A. T. Gill Road and the construction of a new access road by the State of Texas. – Commissioner Rios**

18. **Discussion and Appropriate Action regarding SJRC Texas/BELONG (Child welfare Board) Presentation. – Commissioner Ramos**

19. Discussion and Appropriate Action to approve Budget Amendments for FY 2024. – County Judge

20. EXECUTIVE SESSION:
    CLOSED SESSION:
    1. Executive Session on matters pursuant to 551.087: Discussion and Appropriate Action regarding economic development negotiations from private business prospect regarding Chapter 381 Agreement for Project Kennedy. – County Judge

    2. Executive Session on matter pursuant to 551.071: Discussion and Appropriate Action on the negotiation/amendment of Black Pearl Publication, Inc. contract for Federal and State Grant Funding Services. – County Judge

21. Accounts Payable

22. Warrants Pending

23. Adjournment

Dated the 10th day of June 2024

Ramsey English Cantu
County Judge

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 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 10th day of June, 2024, and said notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Posted: June 10th, 2024

4:59 A.M./P.M.

FILED
AT 4:59 O'CLOCK P.M

JUN 10 2024

SARA MONTEMAYOR
County Clerk Maverick County, Texas
By _____ Deputy

Ramsey English Cantu
County Judge

"The Maverick County Court Commissioners 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."

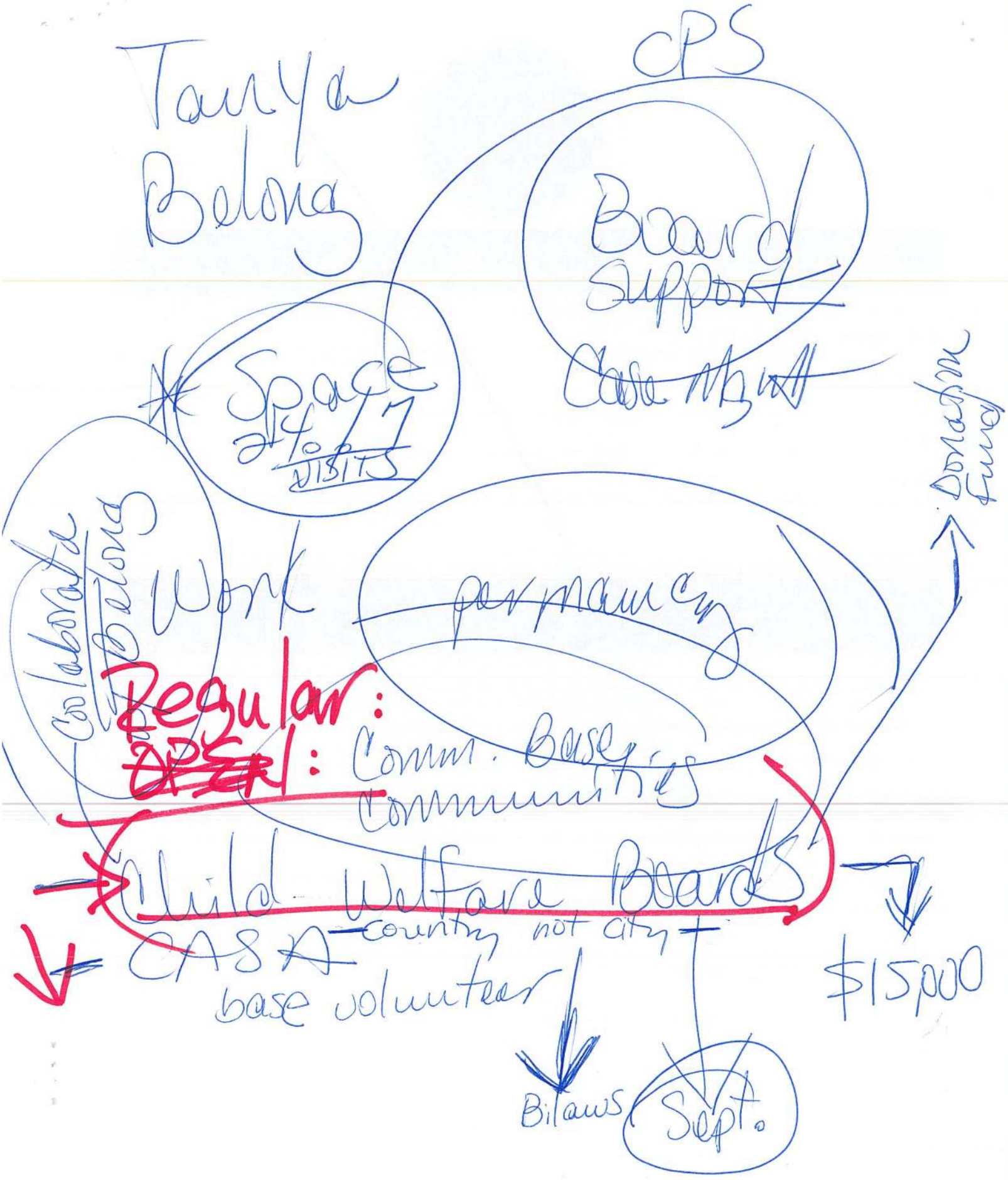
MAVERICK COUNTY COURTHOUSE ACCESSIBILITY STATEMENT
This meeting site is accessible to disabled persons. There are two (2) disabled persons vehicle parking spaces reserved at the courthouse parking lot. Entrance to the courthouse is accessible.

XC: Via-Email

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

Essential Items

Safety & Health Items	Car Seats, Booster Seats, Baby Gates
Household Safety	Outlet Covers, Cabinet Latches, Smoke Detectors, Fire Extinguishers, Medication Lock Boxes
Heating & Cooling	Window Unit Air Conditioners, Electric Heaters, Box Fans
Clothing & Footwear	Tennis Shoes (Various Sizes), Winter Jackets/Coats, Undergarments, & Socks
Infant & Toddler Care	Diapers, Pull Ups, Baby Wipes, Baby Formula, Pack and Plays, Highchairs
Personal Hygiene Items	Shampoo & Conditioner, Body Wash/Soap, Razors, Deodorant, Toothpaste, Toothbrushes
Youth Support	Gift Cards for Teens to make purchases: Amazon, Wal-Mart, Target
Furniture	Baby Beds/Cribs, Toddler Beds, Twin Beds, Dressers


Tanya
Belong
CPS
Board
Support
Case Mgmt
Space
24/7
VISITS
Collaborate
Belong
Work
permanency
Donation
Regular:
Oper:
Comm. Base
Communities
Child Welfare Boards
CASA
county not city
base volunteer
$15,000
Bilaws
Sept.



REGULAR ITEMS

44

COMMISSIONER'S COURT COMMUNICATION

EMAILED June 4, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: 1. Discussion and Appropriate Action to approve a Maverik County release & waiver off all claims for the following 1. Building Rentals/Events 2. Volunteers.
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: existing wavier for Rentals	
SUGGESTED MOTION:	

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

MAVERICK COUNTY

RENTAL FEES (CHECKS OR MONEY ORDERS ONLY)

VOUCHER

MAVERICK COUNTY, TEXAS

THE TREASURER WILL RECEIVE FROM _____ $_____ _____

SOURCE AND PURPOSE OF THE ABOVE AMOUNT_____

DATE(S): _____

FROM:_____ AM/PM

TO: _____ AM/PM

PREPARED BY_____

RECEIVED THE ABOVE AMOUNTFOR DEPOSITS AS FOLLOWS

_____

COUNTY TREASURER'S DEPUTY

_____

DATE OF DEPOSIT & DEPOSIT WARRANT #

RELEASE & WAIVER OF ALL CLAIMS
LIBERACION Y RENUNCIA A TODA RECLAMACION

The undersigned herby release MAVERICK COUNTY From any and all claims, demands, damages, actions, causes of actions or suits any kind or nature whatsoever which may result from any and all activities at MAVERICK COUNTY GROUNDS, including overnight stays, while visitation the MAVERICK COUNTY GROUNDS after closing hours.

This releases and waiver of all claims expressly reserves all rights of the party release (MAVERICK COUNTY) to pursue their legal remedies, if any against the undersigned, his/her executors, agents, and assigns, should he/she pursue any claim in the future against MAVERCK COUNTY.

WITNESS_____

WITNESS_____

Al firmar este documento deslindo al CONDADO DE MAVERICK de cualquier y todos los reclamos, demandas, danos, acciones, causas de acción de cualquier tipo o naturaleza que podría resultar a todas las actividades en el CONDADO DE MAVERICK, incluyendo estadia por la noche mientras usted visita el CONDADO DE MAVERICK después de horas de cierre.

Este documento libera y ampara de cualquier reclamo y reserva expresamente los derechos de la parte liberada (EL CONDADO DE MAVERICK) a perseguir cualquier remedio legal, si hubiese, en contra de la persona responsable de firmar este documento, sus ejecutores, agentes y cualquier asignado

_____ _____

Signature **Printed Name**

_____ _____

Address

_____ _____

Phone Number **Driver's License No.**



REGULAR ITEMS

45

COMMISSIONER'S COURT COMMUNICATION

EMAILED August 6, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: **Regular** 1. Discussion and Appropriate Action in regards to purchase order for an Emergency AC Repair at the Quemado Library and Seco Mines Community Center.
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: Invoices	
SUGGESTED MOTION:	

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

INVOICE

Bill To

Maverick County
370 N Monroe
Eagle pass, Texas 78852
(832) 887-3518

JV Heating And Cooling LLC

1767 North Point
Eagle Pass, Tx 78852
Phone: (830) 325-2909
Email: jlvg_007@hotmail.com

Payment terms	30 Days
Invoice #	310
Date	05/29/2026
Business / Tax #	3-20943-0666-2

Description	Total
precinto # 3 Olga Ramos Replace compresor 3 ton. R- 410a	$1,900.00
R-410a Recovery burn gas and add New gas R 410 a	$600.00
Star capacitor Replace capacitor and breaker damage also replace Main breaker	$400.00
Drain clogged Remove and clean and wash al drain	$120.00
Labor All labor	$1,200.00

Subtotal	$4,220.00
Total	**$4,220.00**

License # TACLB32012E

INVOICE

Bill To

Maverick County
370 N Monroe
Eagle pass, Texas 78852
(832) 887-3518

JV Heating And Cooling LLC

1767 North Point
Eagle Pass, Tx 78852
Phone: (830) 325-2909
Email: jlvg_007@hotmail.com

Payment terms	30 Days
Invoice #	320
Date	06/24/2026
Business / Tax #	3-20943-0666-2

Description	Total
Air Handler replace Quemado Library 4 ton air handler replace	$2,200.00
R-410a Refill refrigerats	$750.00
Thermostat Replace bad thermostat	$250.00
Labor Al labor for this parts and installation	$1,250.00

Subtotal	$4,450.00
Total	**$4,450.00**

License # TACLB32012E



REGULAR ITEMS

46

COMMISSIONER'S COURT COMMUNICATION

E-mailed 08/13//2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR Discussion and appropriate action to consider and approve the execution of a Memorandum of Agreement (MOA) between Maverick County Constable Precincts 3-1 and 3-2 and the US Immigration and Customs Enforcement (ICE) to participate in the 287(g) program.

SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING OLGA RAMOS
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.**

Maverick County Constable Pct. 3C
Abraham Martinez III

19799 N Highway 277
Quemado, TX 78877
(830)719-7986

Email: abraham.martinez@co.maverick.tx.us

Date: 07 03 2026

ICE/ERO Acting Executive Associate Director
U.S. Immigration and Customs Enforcement Department of Homeland Security
500 12 Street SW
Washington, DC 20536

Dear Acting Executive Associate Director:

I am writing to request Maverick County Constable's Pct 3-2 Office participation in the Task Force Model (TFM) pursuant to 287(g) of the Immigration and Nationality Act. Given our agency's current relationship with ICE, this partnership will enable us to better serve and meet the needs of the residents of Maverick County, Texas.

I have been in contact with your local ERO Field Office 287(g) Representative and am proposing the following:

- The establishment of a Task Force Model Program for the Maverick County Constable's Pct 3-2 Office, located in Quemado, Texas.
- Train law enforcement officers to serve as 287(g) Task Force officers under the TFM model. I understand the requirements for selection of these officers.

The Task Force Model will allow us to enter into a Memorandum of Agreement which will enable my agency' to assist in the identification and apprehension of illegal aliens who may pose a risk to public safety in Maverick County. I look forward to your speedy endorsement of this request in hopes of moving forward with the program for the benefit of both agencies.

If there are any questions or other needs which would assist in processing this request, please do not hesitate to contact my office.

Abraham Martinez III
Maverick County Constable, Pct. 3C

MEMORANDUM OF AGREEMENT
287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Maverick County Constable's Office Pct 3 (2), Texas, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the Maverick County Constable's Office Pct 3 (2), Texas (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents Maverick County Constable's Office Pct 3 (2), Texas in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(l)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.

- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.

- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).

- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).

- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R § 238.1; INA § 241(a)(5), 8 C.F.R § 241.8; INA § 235(b)(l), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.

- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.

- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))

- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: 07/23/24

Signature: _____

Name: Abraham Martinez

Title: Constable

Agency: Maverick County Constable's Office Pct 3 (2), Texas

For ICE:

Date: 07/07/2026

Signature: _____

Name: Russell Hott

Title: Assistant Director

Agency: U.S. Immigration and Customs Enforcement

Department of Homeland Security



REGULAR ITEMS

47

COMMISSIONER'S COURT COMMUNICATION

8-19-2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR Discussion and appropriate action in regard to accept the Warranty Dedication Deed from Weyrich MHP, LLC to Maverick County Pct.3.
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING OLGA RAMOS
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.**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Dedication Deed

Date: August ___, 2026

Grantor/Dedicator: Weyrich MHP, LLC, a Texas limited liability company

Grantor/Dedicator's Mailing Address:

106 N East Street
Uvalde, Texas 78801

Grantee: County of Maverick, a political subdivision of the State of Texasity

Grantee's Mailing Address:

500 Quarry Street
Eagle Pass, Texas 78852

Consideration:

Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Boundary Survey 0.78 acre more or less, of land lying in Maverick County, Texas, being out of and parts of Lots 21-22, Block 2, Weyrich Farm, Unit No. 2, recorded in Envelope 190-A, of the Maverick County Map Records, also being out of and a part of Lot 16, Block 2, Weyrich Farm, Unit No. 3, recorded in Envelope 243-A, of the Maverick County Map Records, and more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference;

Together with a twenty (20) foot wide access easement for the purposes of providing ingress and egress to and from Academy Road to the Property; said twenty (20) foot wide access easement being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in Public Records.
2. All validly subsisting restrictions, covenants, reservations, easements and rights of way affecting the Property and appearing in the Public Records.
3. All matters, easements, right of ways, setbacks, and notes described in Plat of Record of Weyrich Farm, Unit 3, recorded in Envelope 243, Side A of the Maverick County Plat Records, Maverick County, Texas and Weyrich Farm Unit No. 2, recorded in Envelope 190, Side A, of the Maverick County Plat Records of Maverick County, Texas.
4. Any portion of the Property lying within the boundaries of a public or private roadway whether dedicated or not.
5. Any visible and apparent easements or roadways on, over or across the subject property, the existence of which does not appear of record, including, but not limited to any public utility easements above or below the surface of the Property.

The Property is being conveyed to Grantee, AS IS, WITH ALL FAULTS.

Grantor/Dedicator, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, dedicates, releases, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever for Grantee's public use. Grantor/Dedicator binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor/Dedicator but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantee, by accepting this dedication, obligates itself to forever preserve and use the above-described Property for Grantee's public purpose, and no other.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

WEYRICH MHP, LLC, a Texas limited liability company

_____

Chad H. Foster, Jr.

STATE OF TEXAS §
§
COUNTY OF UVALDE §

This instrument was acknowledged before me on the ____ day of _____ 2026, by Chad Foster, Jr., Member, as the act of and on behalf of the WEYRICH MHP, LLC, a Texas limited liability company.

_____
Notary Public in and for the State of Texas

_____
(Print Name of Notary Public Here)

ACCEPTED BY:

GRANTEE:

COUNTY OF MAVERICK,
A political subdivision of the State of Texas

By:_____
Rolando Jasso, Interim County Judge

STATE OF TEXAS §
§
COUNTY OF MAVERICK §

This instrument was acknowledged before me on the ____ day of _____ 2026 by Rolando Jasso as Interim County Judge of the County of Maverick, a political subdivision of the State of Texas, as the act of and on behalf of said County.

_____
Notary Public in and for the State of Texas

_____
(Print Name of Notary Public Here)

EXHIBIT A

Smyth Surveyors, Inc.

"A Statewide Professional Land Surveying Service Company"

235 N. GETTY STREET, SUITE B

Uvalde, Texas 78801

FIRM # 10008800

Office Tel. (830) 591-0858 *smythsurveyors.com* **Fax (830) 591-0863**

FIELD NOTES FOR A BOUNDARY SURVEY OF 0.78 ACRE, MORE OR LESS COMPLETED APRIL 25, 2023

Being a Boundary Survey of 0.78 acre, more or less, of land lying in Maverick County, Texas, being out of and parts of Lots 21-22, Block 2, Weyrich Farm, Unit No. 2, recorded in Envelope 190-A of the Maverick County Map Records, also being out of and a part of Lot 16, Block 2, Weyrich Farm, Unit No. 3, recorded in Envelope 243-A of the Maverick County Map Records, and also being out of and a part of that same certain tract called Tract II (21.7318 acres) as described in conveyance document to Weyrich MHP, LLC, recorded in Document Number 2215635 of the Maverick County Official Public Records, Maverick County, Texas. Said 0.78 acre being more particularly described by metes and bounds as follows: (The courses, distances, areas and any coordinates cited herein or shown on the corresponding survey plat conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with ½" diameter rebar with plastic identification caps stamped "RPLS/6418" attached unless otherwise noted or shown.)

BEGINNING at a set ½" diameter rebar at a point on the common boundary line of said Lot 16 (Unit No. 3) and Lot 8 of said Unit No. 3, and marking the northwest corner of the herein described tract;

THENCE: S 87° 56' 35" E, generally with the fence, crossing into and across said Lot 16 (Unit No. 3), passing the common line of said Unit No. 2 and said Unit No. 3, and passing the common boundary line of said Lot 16 (Unit No. 3) and said Lot 21 (Unit No. 2), continuing on the same course and now crossing into and across said Lot 21 (Unit No. 2) for a distance of **89.07** feet to a set ½" diameter rebar marking the northeast corner of the herein described tract;

THENCE: S 00° 07‘ 21“ E, continuing across said Lot 21 (Unit No. 2), passing the common boundary line of said Lot 21 (Unit No. 2) and said Lot 22 (Unit No. 2), continuing on the same course and now crossing into and across said Lot 22 (Unit No. 2) for a distance of **128.21** feet to a set ½” diameter rebar at a point on the common boundary line of said Lot 22 (Unit No. 2) and Lot 23 of said Unit No. 2, and marking an exterior corner of the herein described tract;

THENCE: N 89° 27‘ 59“ W, with the common boundary line of said Lot 22 (Unit No. 2) and said Lot 23 (Unit No. 2), and the herein described tract for a distance of **26.07** feet to a set ½” diameter rebar marking the common corner of said Lot 22 (Unit No. 2) and said Lot 23 (Unit No. 2), at a point on the easterly line of said Lot 16 (Unit No. 3), at a point on the common boundary line of said Unit No. 2 and said Unit No. 3, and marking an interior corner of the herein described tract;

THENCE: S 00° 31‘ 13“ W, with the common boundary line of said Unit No. 2, said Unit No. 3, said Lot 16 (Unit No. 3), and the herein described tract, at 330.12 feet passing a set ½” diameter rebar at a point on the westerly line of Lot 27 of said Unit No. 2, and marking the northwest corner of a twenty (20') foot in width access easement (0.08 acre, more or less) simultaneously surveyed this same day, continuing on the same course for a total distance of **350.12** feet to a set ½” diameter rebar marking the common corner of said Lot 16 (Unit No. 3) and Lot 1 of said Unit No. 3, at a point on the westerly line of said Lot 27 (Unit No. 3), marking the southwest corner of said twenty (20') foot in width access easement, and marking the southeast corner of the herein described tract, from which the southwest corner of said Lot 27 (Unit No. 2) bears S 00° 31’ 13” W at a distance of 1.88 feet;

THENCE: N 89° 28‘ 47“ W, with the common boundary line of said Lot 16 (Unit No. 3), said Lot 1 (Unit No. 3), and the herein described tract for a distance of **64.41** feet to a set ½” diameter rebar marking the common corner of said Lot 16 (Unit No. 3) and Lot 2 of said Unit No. 3, and marking the southwest corner of the herein described tract;

THENCE: N 00° 31‘ 13“ E, with the common boundary line of said Lot 16 (Unit No. 3) and the herein described tract for a distance of **480.70** feet to the **Place of Beginning** and containing **0.78 acre, more or less**, of land within the herein described boundary, according to an actual on the ground survey made by Smyth Surveyors, Inc. and completed on April 25, 2023.

THE STATE OF TEXAS:
COUNTY OF UVALDE:

It is hereby certified that the foregoing field note description and Attached plat were prepared from an actual on the ground survey Made by personnel working under my direct supervision and that Same are true and correct according to said survey.

Mark E. Logribrinck, Registered Professional Land Surveyor/ No. 6418
PROJ. NO. 23-0097



EXHIBIT B

Smyth Surveyors, Inc.

"A Statewide Professional Land Surveying Service Company"

235 N. GETTY STREET, SUITE B

Uvalde, Texas 78801

FIRM # 10008800

Office Tel. (830) 591-0858 *smythsurveyors.com* **Fax (830) 591-0863**

FIELD NOTES FOR A TWENTY (20') FOOT ACCESS EASEMENT (0.08 ACRE, MORE OR LESS) COMPLETED APRIL 25, 2023

Being a twenty (20') foot in width access easement containing 0.08 acre, more or less, of land lying in Maverick County, Texas, being on and across Lot 27, Block 2, Weyrich Farm, Unit No. 2, recorded in Envelope 190-A of the Maverick County Map Records, and also being on and across that same certain tract called Tract II (21.7318 acres) as described in conveyance document to Weyrich MHP, LLC, recorded in Document Number 2215635 of the Maverick County Official Public Records, Maverick County, Texas. Said 0.08 acre being more particularly described by metes and bounds as follows: (The courses, distances, areas and any coordinates cited herein or shown on the corresponding survey plat conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with ½" diameter rebar with plastic identification caps stamped "RPLS/6418" attached unless otherwise noted or shown.)

BEGINNING at a set ½" diameter rebar at a point on the common line of said Lot 27 (Unit No. 2) and the westerly margin of Gratex Drive, and marking the northeast corner of the herein described easement;

THENCE: S 00° 31' 13" W, with the westerly margin of Gratex Drive and the herein described easement for a distance of **20.00** feet to a set ½" diameter rebar marking the southeast corner of the herein described easement;

THENCE: N 89° 27‘ 59“ W, crossing over and across said Lot 27 (Unit No. 2) for a distance of **168.00** feet to a set ½” diameter rebar at a point on the common line of said Unit No. 2 and Weyrich Farm, Unit No. 3, recorded in Envelope 243-A of the Maverick County Map Records, at a point on the common line of said Lot 27 (Unit No. 2) and Lot 16 of said Unit No. 3, marking the southeast corner of 0.78 acre, more or less, simultaneously surveyed this same day, and marking the southwest corner of the herein described easement, from which the southwest corner of said Lot 27 (Unit No. 2) bears S 00° 31’ 13” W at a distance of 1.88 feet;

THENCE: N 00° 31‘ 13“ E, with the common line of said Unit No. 2 and said Unit No. 3, and with the common line of said Lot 27 (Unit No. 2), said Lot 16 (Unit No. 3), and the herein described easement for a distance of **20.00** feet to a set ½” diameter rebar marking the northwest corner of the herein described easement;

THENCE: S 89° 27‘ 59“ E, crossing over and across said Lot 27 (Unit No. 2) for a distance of **168.00** feet to the **Place of Beginning** and containing **0.08 acre, more or less**, of land within the herein described easement, according to an actual on the ground survey made by Smyth Surveyors, Inc. and completed on April 25, 2023.

THE STATE OF TEXAS:
COUNTY OF UVALDE:

It is hereby certified that the foregoing field note description and Attached plat were prepared from an actual on the ground survey Made by personnel working under my direct supervision and that Same are true and correct according to said survey.

Mark E. Logrbrinck, Registered Professional Land Surveyor/
No. 6418
PROJ. NO. 23-0097 20’ Access Easement





REGULAR ITEMS

48

COMMISSIONER'S COURT COMMUNICATION

8-20-2026

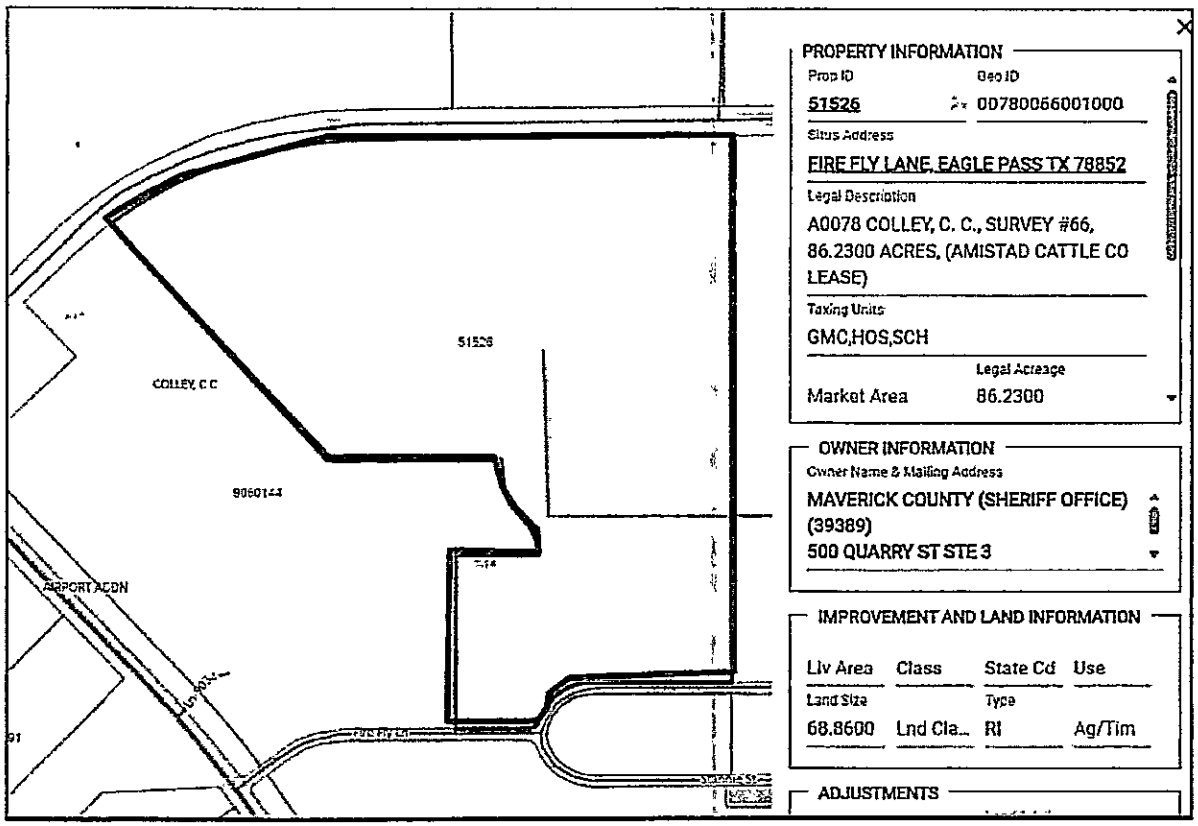
MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR
2026	Discussion, possible action and presentation to swamp airport land with U.S. Department of Justice as an even trade for the existing Border Patrol station facility and land located at 2285 Del Rio Blvd. (Property ID 2416)

SPONSORED BY:	DEPARTMENT HEAD REQUESTING
Commissioner Olga Ramos	OLGA RAMOS

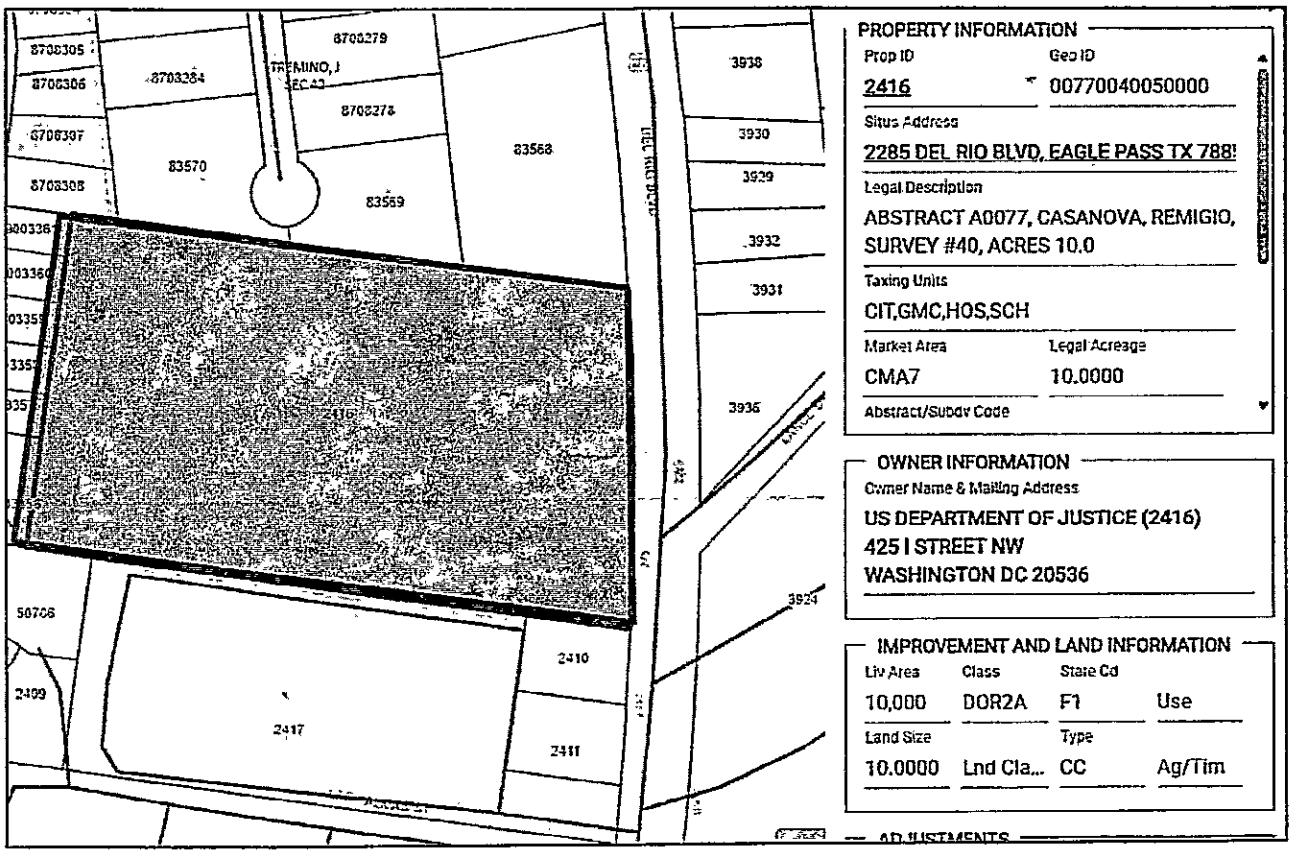
BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

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

Proposed Acquisition Property Map – ID 51526



Eagle Pass Station Property Map – ID 2416





REGULAR ITEMS

49

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next scheduled meeting	1. Discussion and appropriate Action to appt (5) non-paid Deputy Constables in Pct.4 They have met all prerequisites of law to become a licensed Texas Peace Officer.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Roberto Ruiz, Commissioner	Josephine Guilbeau

BACKGROUND/PREVIOUS ACTION:

.

COST:	BUDGETED LINE ITEM:
	None

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

AGENDA ITEM SPONSOR COMMENTS:

None

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

None

ATTACHMENTS: SEE ATTACHEMENT

SUGGESTED MOTION: Move to approve items as presented.

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

Roberto Ruiz

Maverick County Commissioner Pct. 4
E-mail : roberto.ruiz@co.maverick.tx.us
Office Phone : 830-773-1057

July 22,2026

To: Rolando Jasso, County Judge
500 Quarry Street. Suite 3
Eagle Pass, Texas 78852

Dear Judge Jasso,
Please add the following item to the meeting

Consent Agenda Item:

1. Discussion and appropriate action to appoint (5) non-paid deputy constables in Pct.4 Eduardo E. Moreno Jr, Jose D. Morin, Martin Torres Jr, Giselle L. Saucedo, Richard S. Gonzales Jr. They all have met all prerequisites of law to become a licensed Texas Peace Officer. requested by constable Mike Beattie via message.

Commissioner Roberto Ruiz, Pct.4



REGULAR ITEMS

50

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: "Discussion and Appropriate action to approve Jose Manuel Salazar, Jose Alejandro Rodriguez, Melina Gil, Aaron Vasquez, Ruben Gonzalez, Octavio Vargas, and Miguel Angel Ortiz III as non-paid reserve deputy constables for precinct 2, having successfully completed all prerequisites to serve as licensed Peace Officers."
SPONSORED BY: Commissioner Rosanna Rios	DEPARTMENT HEAD REQUESTING: Commissioner Rosanna Rios
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.**

MAVERICK COUNTY CONSTABLE PCT 2
253 RUELA STREET, SUITE 1
EAGLE PASS, TX 78852
830.968.9712

Agenda Item:

Discussion and possible action to approve Jose Manuel Salazar, Jose Alejandro Rodriguez, Melina Gil, Aaron Vasquez, Ruben Gonzalez,Octavio Vargas, and Miguel Angel Ortiz III as non-paid Reserve Deputy Constables for Precinct 2, having successfully completed all prerequisite to serve as licensed Peace Officers.

All Reserve Deputy Constables assigned to Precinct 2 assist Bailiff Duties, Patrol operations alongside full-time officers, and participate in community service events, including food drive distributions in partnership with the Maverick County Food Pantry. Each Reserve Deputy is required to volunteer a minimum of eight (8) hours per month, providing valuable support to our department at no cost to taxpayers.

The following Individuals have expressed their commitment and willingness to serve out community in this capacity.

Thank you for your consideration.

Albert De La Torre
Constable Pct. 2



REGULAR ITEMS

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MAVERICK COUNTY

ACCOUNTS PAYABLE LIST

August 26, 2026

FUND	VENDOR	VENDOR #	P.O. #	INVOICE #	AMOUNT
100	SAR DATA	8234	253541	000042	$ 3,000.00
100	CITY OF EAGLE PASS	118	253733	46304	$ 105,496.39
100	A&S	7751	255355	31792	$ 28,416.67
100	A&S	7751	255354	31793	$ 22,850.00
100	RUSSELL WALLACE	4141	253542	dc1084	$ 3,400.00
100	SAUCEDO FAMILY CARE	5137	254694	111139	$ 6,700.00
100	THE NEWS GRAM	9693	254956	20171	$ 160.00
100	ELIZABETH K PEREZ	8744		REIMB 6/26	$ 223.00
100	HARRISS GOVERN	1897		TAMN00007651	$ 10,679.50
100	COURTYARD BY MARRIOT WACO			ZGNBTN3CV	$ 925.92
100	COURTYARD BY MARRIOT WACO			RRSC6S5NJ	$ 925.92
100	COURTYARD BY MARRIOT WACO			95247541	$ 925.92
100	COURTYARD BY MARRIOT WACO			ZGSSPS7NK	$ 925.92
100	TDCAA	902041		294255	$ 155.00
100	TAC	900189	255983	288178	$ 275.00
100	OLGA RAMOS	5022	255984	TRVL 8/26	$ 556.46
100	TAX ASSESSOR	9489		UNIT#4029	$ 7.50
					$ 185,623.20
103					
					$ -
110	SENTRY	906500		322965	$ 100.50
					$ 100.50
112	UNIFIRST	902047	252635	2750149340	$ 528.97
112	UNIFIRST	902047	252635	2750150048	$ 533.66
112	UNIFIRST	902047	252635	2750150744	$ 492.25
					$ 1,554.88
115	AMERICAN HERITAGE	6466		AUG 2026	$ 12,773.92
					$ 12,773.92
170					
					$ -
174					
					$ -
180	THE GREEN COMPANY	1068	255380	14142	$ 255.00
180	RVS SOFTWARE	1002	255626	203616	$ 43.64
180	BRENNTAG	1855	255851	BSW714479	
					$ 298.64
201	VAL VERDE JUVENILE PROBATION	900071		JULY 2026	$ 2,500.00
201	WEBB COUNTY YOUTH VILLAGE	2664		0826	$ 3,150.00
					$ 5,650.00
227					
					$ -
229	TAX ASSESSOR	9489		UNIT#3	$ 7.50
229	TAX ASSESSOR	9489		UNIT#4	$ 7.50
229	TAX ASSESSOR	9489		UNIT#6	$ 7.50
					$ 15.00
268					
					$ -
450					
					$ -

MAVERICK COUNTY

ACCOUNTS PAYABLE LIST

August 26, 2026

FUND	VENDOR	VENDOR #	P.O. #	INVOICE #	AMOUNT
466	NELSY K FRAVEL	9269		TRVL 8/26	$ 242.90
					$ 242.90

TOTAL **$206,259.04**

RECEIVED BY: _____ DATE: _____

REGULAR ITEMS

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Check Warrants list requiring Commissioner's Court Approval

Date: Approved: August 28, 2026

Mav. Co. Payroll Fund
Acct.# 27000-46620 (Fund 115)
Payroll Deductions ending in 8/3/2026.

Number	Name	Amount
1	Christmas Saving	$ 18,590.00
2	Aflac	$ 484.24
3	Colonial Life Insurance	$ 491.86
4	Liberty Nation	$ 253.84
5	Family Heritage	$ 1,836.57
6	Allstate	$ 6,349.77
7	Aflac Group	$ 577.28
8	GPA	$ 157,788.22
9	Aflac Life Insurance	$ 2,567.16
10	Payroll fund (Oper. - Net pay)	$ 537,603.23
11	Pre-Paid Legal	$ 14.72
12	Child Support Fee	$ 155.00
13	Adult Probation Insur.	$ 596.30
14	Workmen's Comp.	$ 14,496.17
15	T.E.C.	-
16	TCDRS Retirement	$ 131,274.15
17	FICA, Medicare & Fed.	$ 150,734.11
18	Attorney General	-
18	Stone Garden	-

$ 1,023,812.62

Mav. Co. Payroll Fund

Acct.# 27000-46620 (Fund 115)

Vendor #	Name	Invoice	Amount
	TCDRS	July-26	$ 268,778.27

$ 268,778.27