

CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **DISCUSSION AND APPROPRIATE ACTION TO ALLOW AND RATIFY CAMINO REAL COMMUNITY SERVICES TO AN INTELLECTUAL AND DEVELOPMENTAL DISABILITIES (IDD) AWARENESS EVENT ON WEDNESDAY, MARCH 11, 2026, FROM 9:00 A.M. TO 1:00 P.M.**
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.**

Camino Real Community Services

19965 F.M. 3175 North, P.O. Box 725, Lytle, TX 78052
Phone: (210) 357-0300 Fax: (830) 772-4305
Relay Texas: (800) 735-2989 (TTY) Crisis Hotline: (800) 543-5750

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

Honorable Ramsey English Cantu
Maverick County Judge
500 Quarry St.
Eagle Pass, Tx 78852

February 09,2026

Subject: Request to Use Maverick County Park Amphitheater for IDD Awareness Event

Dear Judge Cantu:

I hope this letter finds you well. I am writing to formally request the use of the Maverick County Park Amphitheater for our upcoming IDD Awareness event. Camino Real Community Services – Intellectual and Developmental Disabilities (IDD) is a nonprofit organization dedicated to supporting individuals with intellectual and developmental disabilities. Our services include evaluations for eligibility, assistance with maintaining status on interest and waiver lists, enrollment into service programs, and access to Crisis Intervention Services and Crisis Respite.

This event is intended to bring together multiple organizations in one central location to provide families with essential resources, health information, and community support. Most importantly, the event will highlight that individuals with IDD and their families are not alone and that meaningful services and support are available. Our goal is to celebrate inclusion, raise awareness, and foster a sense of community.

We respectfully request the use of the amphitheater on March 11, 2026, from 9:00 a.m. to 1:00 p.m., including any necessary time for setting up and breakdown. The event will feature local organizations, health professionals, and community leaders who are committed to empowering individuals and families with valuable information and resources.

We greatly appreciate the opportunity to collaborate with Maverick County to make this event a success. Please let us know the steps, requirements, or any associated fees necessary to secure the amphitheater. We are happy to comply with all county guidelines and policies to ensure a safe and successful event. Thank you for your time and consideration. I look forward to your response and the opportunity to work together in promoting IDD Awareness. Please feel free to contact me at your convenience should you need additional information or wish to discuss this request further.

Best regards,

Veronica A. Sanchez

Veronica A. Sanchez
Executive Director
Camino Real Community Services
Email: vsanchez@caminorealcs.org



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **DISCUSSION AND APPROPRIATE ACTION TO ALLOW GUSTAVO VELEZ TO HOLD A FUNDRAISER PLATE SALE TO BENEFIT MEDICAL EXPENSES FOR CANCER PATIENT, RACHEL VELEZ, ON SATURDAY, MARCH 28, 2026, FROM 8:00 A.M. TO 4:00 P.M.**
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.**

From: Gustavo Velez <tavo@velez-group.com>
Sent: Tuesday, February 17, 2026 2:01 PM
To: Chief of Staff <chiefofstaff@co.maverick.tx.us>
Subject: Fund raiser

You don't often get email from tavo@velez-group.com. Learn why this is important

I would like to have fees waived for the use of booth 1 and grills at Mav Co Lake due to a fund raiser for cancer patient Rachel Velez on March 28th 2026 from 8am to 4 pm
Thanks for your help and consideration
Gustavo Velez



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Request for Vacation Hours Extension
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: Gloria M. Barrientos, Auditor
BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR: To approve request as presented	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS: request for extension	
SUGGESTED MOTION: To approve request as presented.	

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

MAVERICK COUNTY AUDITOR'S OFFICE

COUNTY OF MAVERICK
370 N MONROE ST, SUITE 1, EAGLE PASS, TEXAS 78852
AUDITOR@CO.MAVERICK.TX.US
830-773-3708

To: Commissioner's Court and Jesus Sanchez, HR Director

From: Gloria M. Barrientos, Maverick County Auditor

Date: February 18, 2026

Re: Vacation Extension

Due to the extensive workload in the Auditor's Office, I am requesting Commissioner's Court approval for vacation hours to be extended for Ms. Maria Sarmiento, Assistant Auditor.

Her anniversary date is March 26.



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
February 25, 2026	Discussion and appropriate action to extend vacations time for Marlett Rivera and Domingo Cabudol at the Nutrition Center Department due to work overload.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
County Judge	Marlett Rivera

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
0 Cost	N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
Nutrition Center /Maverick County

AGENDA ITEM SPONSOR COMMENTS:

Concur with Department Director

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

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.**

March 05, 2026

Dear Judge and Commissioners Court,

Through this means, I request authorization to extend the vacations of Domingo Cabudol and myself, Marlett Rivera.

Thank you,

Marlett Rivera
Maverick County Nutrition Center Director

2350 East Main Street Eagle Pass, TX 78852 • Office: (830) 757-8200 Fax: (830) 773-0719



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **DISCUSSION AND APPROPRIATE ACTION TO ALLOW AND RATIFY THE USE OF THE VETERAN'S MEMORIAL AMPHITHEATER ON FRIDAY, FEBRUARY 20, 2026, FROM 6:00 P.M. TO 8:00 P.M. FOR THE 2ND ANNUAL HEART AND HEALTH COMMUNITY WALK.**
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.**

American Heart Association.

2nd Annual

HEART HEALTH COMMUNITY WALK

Heart disease is the leading cause of death in America. Help us bring awareness to a variety of common heart health issues as we close out the month of February (American Heart Month). Join us for a short 1/2 mile walk with free blood pressure and glucose checks. Also, learn simple prevention methods you can take based on symptoms you might not be aware of. Let's get your heart pumping! Wear red in honor or memory of someone, and let's keep the BEAT moving, Maverick County!

Friday, February 20th

6:00pm to 8:00pm

Maverick County Lake

VETERAN'S MEMORIAL AMPHITHEATER



FREE EVENT



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

EMAILED February 5, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to extend vacation time for Sonia Dena.
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: Email request	
SUGGESTED MOTION:	

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

jessica.gonzalez

From: Sonia Dena
Sent: Thursday, February 5, 2026 4:49 PM
To: jessica.gonzalez
Subject: Extend Vacations

Hello Jessica,

I am asking to see if my vacations can be extended please.

Thank You,

Olga Ramos

Maverick County

Commissioner PCT 3

Sonia Dena

Seco Mines Community Center

Director

2989 Sanchez

Eagle Pass, TX 78852

Phone: 830-773-5588

Email: secominesdirector@co.maverick.tx.us



CONSENT ITEMS

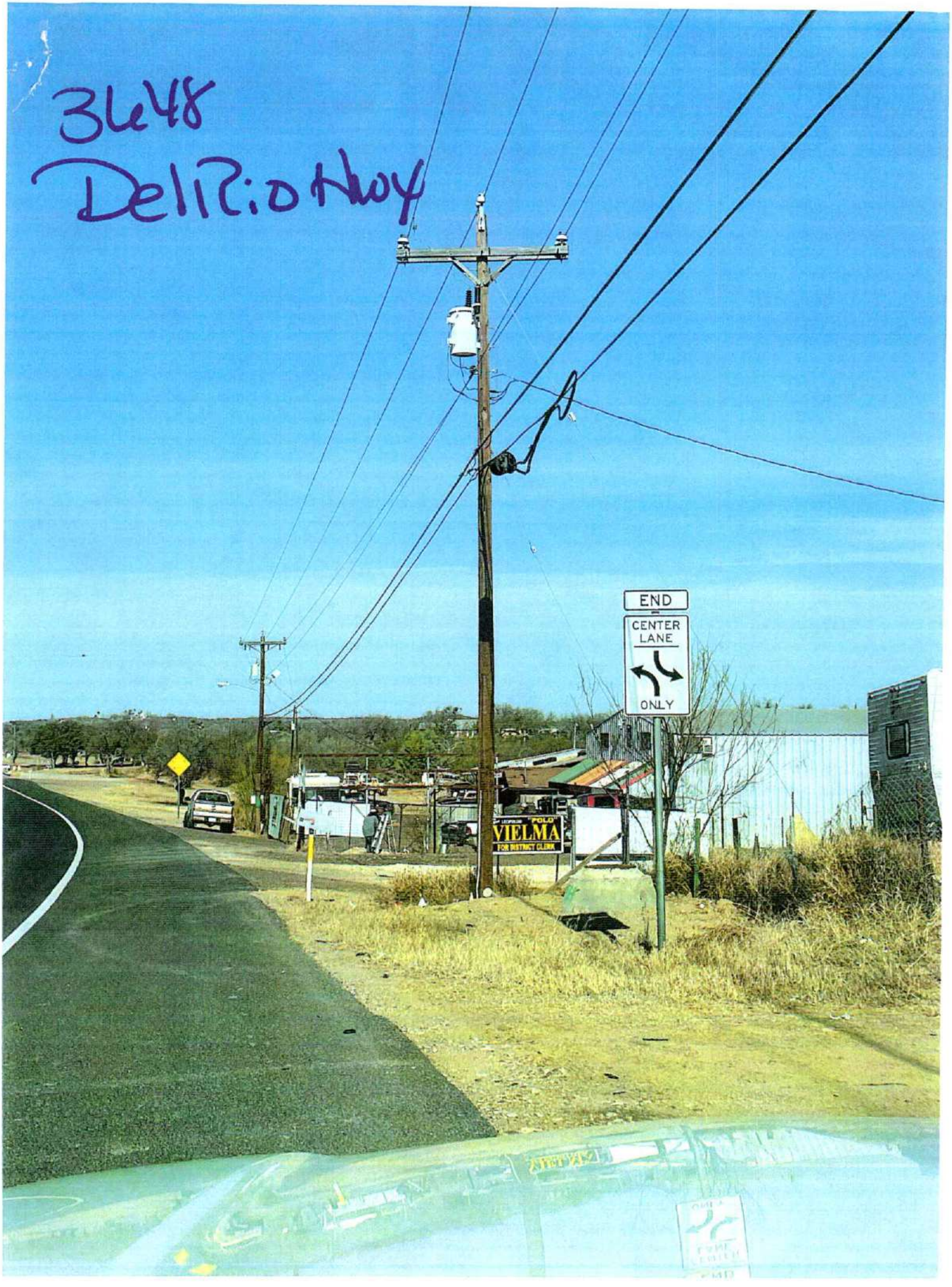
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COMMISSIONER'S COURT COMMUNICATION

02/05/2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR Discussion and appropriate action to allow install a LED light at 3648 Del Rio Hwy.
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.**


3648
Del Rio Hwy
END
CENTER
LANE
ONLY
VIELMA



CONSENT ITEMS

11

COMMISSIONER'S COURT COMMUNICATION

EMAILED February 5, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to install an LED Street Light on 3548 Sauz Dr.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Olga Ramos	Commissioner Olga Ramos

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
None	None

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

As Recommended

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:
Picture

SUGGESTED MOTION:

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


3536
Sauz. Dr.
3548 Sauz Dr.
Not a light speed Bump.



CONSENT ITEMS

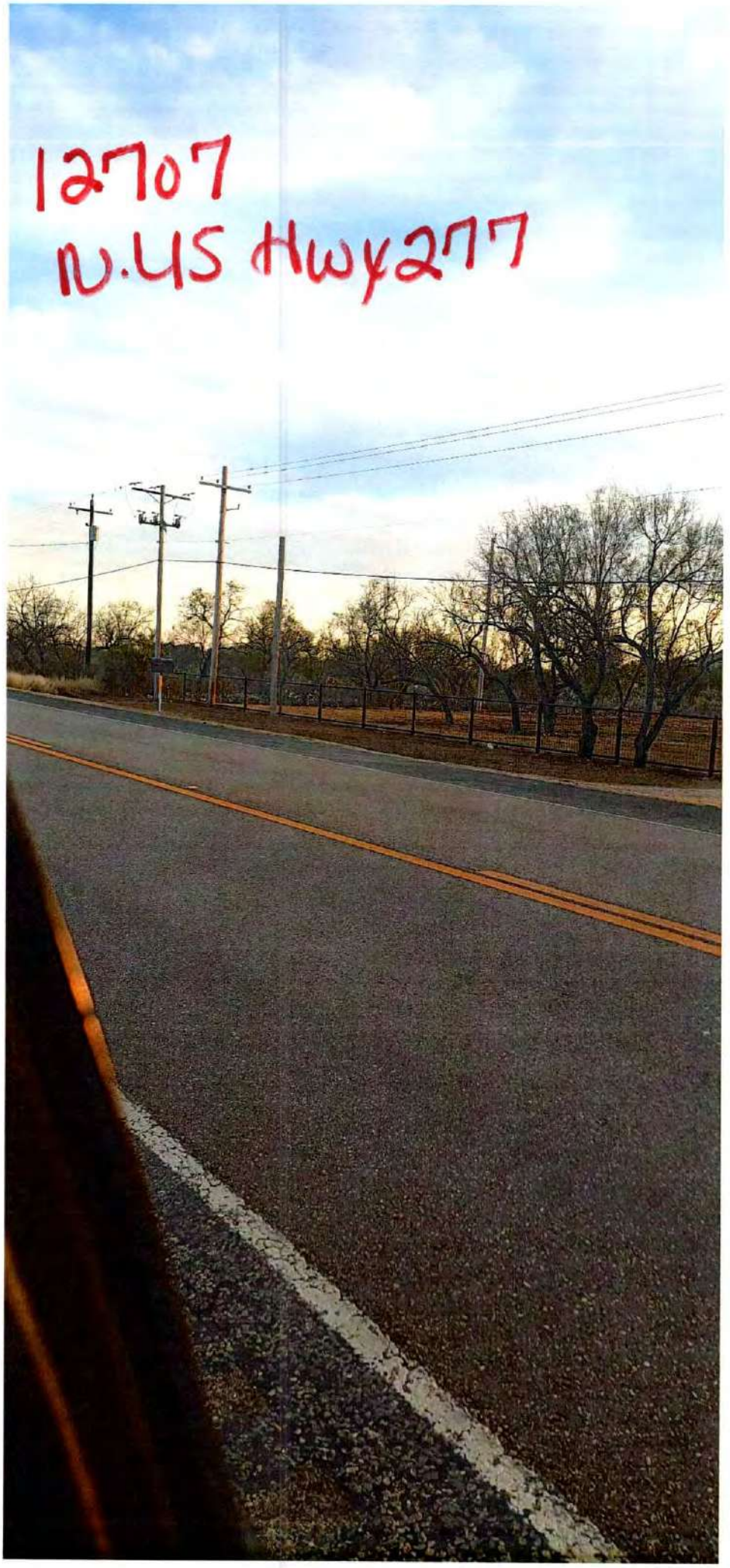
12

COMMISSIONER'S COURT COMMUNICATION

EMAILED February 5, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to install 2 LED Street Light on 12707 N US Hwy 277.
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING: Commissioner Olga Ramos
BACKGROUND/PREVIOUS ACTION:	
COST: None	BUDGETED LINE ITEM: None
RECOMMENDATION FROM DEPARTMENT DIRECTOR: As Recommended	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS: Picture	
SUGGESTED MOTION:	

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


12707
N. US Hwy 277



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

EMAILED February 18, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to install an LED street light at 11307 N US Hwy 277.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Olga Ramos	Commissioner Olga Ramos

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
None	None

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

As Recommended

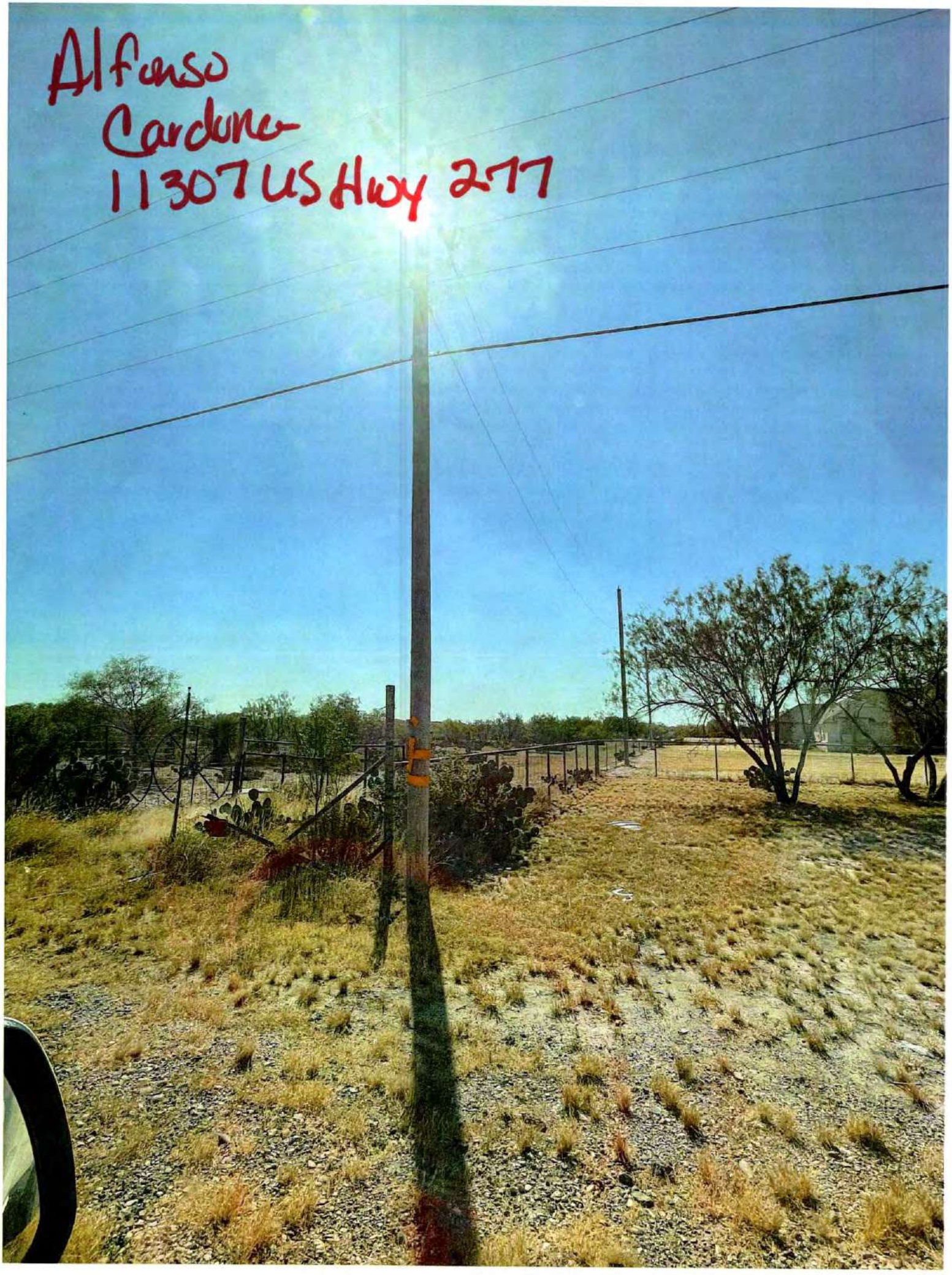
AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:
Picture

SUGGESTED MOTION:

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


Alfonso
Cardona
11307 US Hwy 277



CONSENT ITEMS

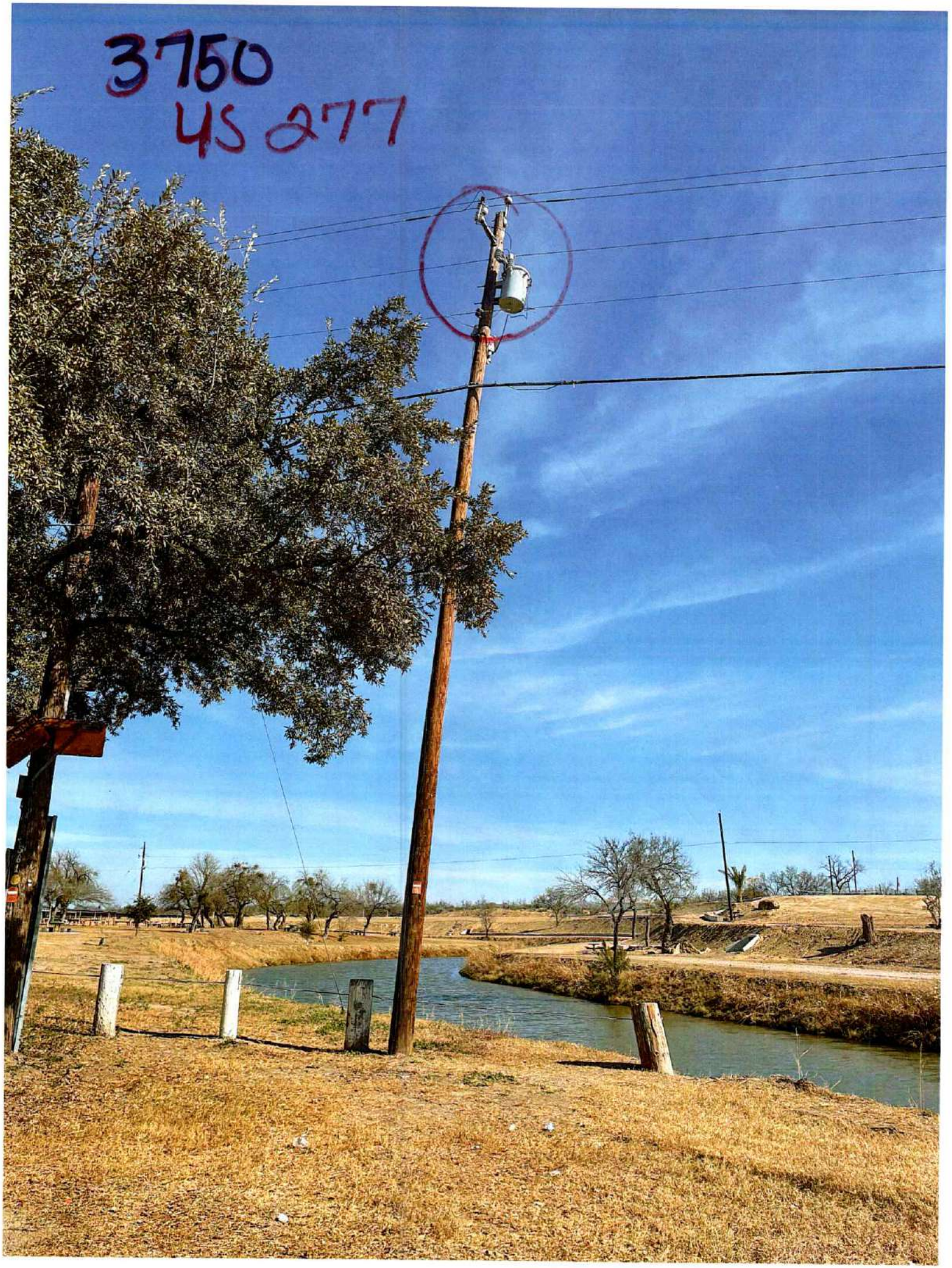
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COMMISSIONER'S COURT COMMUNICATION

EMAILED February 18, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to install a Flood Light at 3750 N US Hwy 277.
SPONSORED BY: Commissioner Olga Ramos	DEPARTMENT HEAD REQUESTING: Commissioner Olga Ramos
BACKGROUND/PREVIOUS ACTION:	
COST: None	BUDGETED LINE ITEM: None
RECOMMENDATION FROM DEPARTMENT DIRECTOR: As Recommended	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS: Picture	
SUGGESTED MOTION:	

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


3750
US 277

CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

EMAILED February 18, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to install 2 LED street light at 1111 FM 1664 and 411 FM 1664.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Olga Ramos	Commissioner Olga Ramos

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
None	None

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

As Recommended

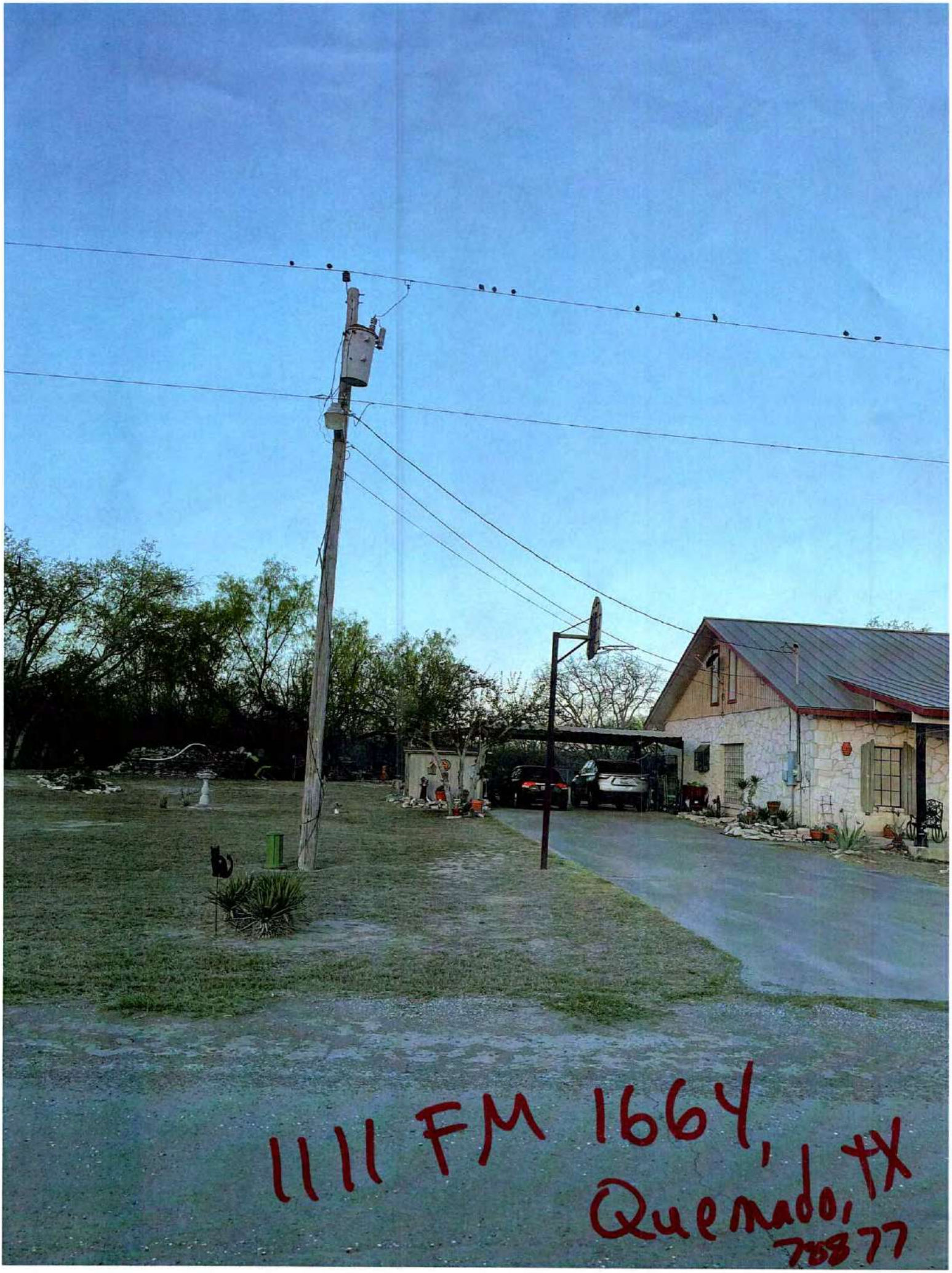
AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:
Picture

SUGGESTED MOTION:

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


1111 FM 1664,
Quemado, TX
78877


411 FM
16664
HIGHWAY
INTERSECTION
AHEAD
OBJECTS IN MIRROR ARE CLOSER
THAN THEY APPEAR
TACOMA



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

EMAILED February 18, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to install a LED street light at 246 FM 1666 (intersection of Hwy 277 and FM 1666)

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Olga Ramos	Commissioner Olga Ramos

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
None	None

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

As Recommended

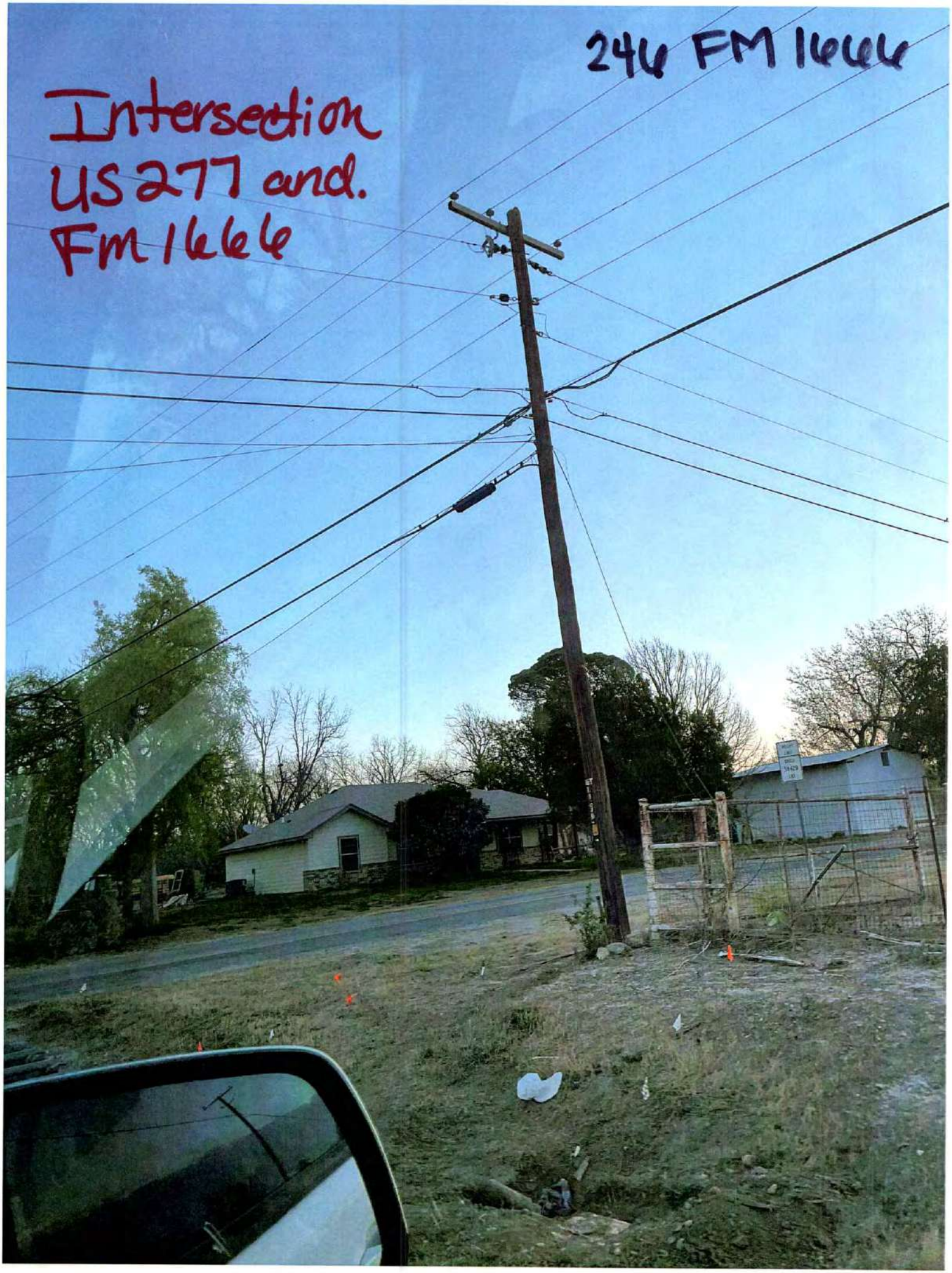
AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:
Picture

SUGGESTED MOTION:

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


246 FM 16666
Intersection
US 277 and.
Fm 16666



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

02/05/2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR Discussion and appropriate action to allow Southwest Texas Junior College use Mav. Co. International Airport for cadet training.
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.**

SOUTHWEST TEXAS COLLEGE

swtjc.edu



IMPORTANT REMINDER: DATES FOR EVOC (EMERGENCY VEHICLE OPERATIONS COURSE)

Location: Maverick County Memorial International Airport

1514 Maverick Industrial Park Rd, Eagle Pass, TX 78852

Dates: *March 18 –20, 2026 (Wednesday - Friday)

***June 9 - 11, 2026 (Tuesday - Thursday)**

***June 23 – 25, 2026 (Tuesday – Thursday)**

Times: 8 AM – 5 PM Daily

IMPORTANT: All cadets are required to attend and successfully complete this driving training in order to remain enrolled in the Basic Peace Officer Course (Police Academy). Attendance is mandatory, and 100% participation is required. Cadets are responsible for bringing their own lunch (sandwiches or sack lunches) and snacks to ensure food is readily available during the one-hour lunch break. Cadets are not permitted to leave the facility or travel in and out during the training session.

THANKFUL: We sincerely appreciate our partnership with Maverick County, its elected officials, and their dedicated staff for allowing us the use of their facilities. Their continued support plays a vital role in the ongoing success of this program and in the development of highly qualified law enforcement officers who serve our region.

Please reach out with any other questions or concerns,

Emmanuel Zamora
Coordinator
Law Enforcement Academy
Southwest Texas College
830-261-1060 cell
ezamora@swtxc.edu



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

2/12/2026

MEETING DATE: 2025	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT Discussion and appropriate action to allow Maverick County 4H club host their monthly meetings at the June Edwards Community Center for the FY 2026
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

June Edwards Jessica Blanchard 4h regular meetings

From Beatriz Perez <quemado.library@co.maverick.tx.us>
Date Wed 2/4/2026 10:16 AM
To Gabriel Villasenor <airport@co.maverick.tx.us>; olgaramos <olgaramos@co.maverick.tx.us>

Jessica Blanchard sent message wants to book June Edwards center for a 4h meeting on February 9th 2026 at 7pm. I did ask her to send an emial but she has not yet.

Olga Ramos
Maverick County
PCT 3 Commissioner

Beatrice Perez
Quemado Public Library
Librarian
19791 US-277
Quemado, TX 78877
Phone: 830-757-1313
Fax: 830-757-3322
Email: quemado.library@co.maverick.tx.us



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

EMAILED February 5, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to allow and ratify Maverick County Hospital District and Mission Border Hope to accept donations for the Seco Mines Community Center Valentines Dance.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Olga Ramos	Commissioner Olga Ramos

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
None	None

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

As Recommended

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:
Plan

SUGGESTED MOTION:

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

MCHD
Maverick County Hospital District

OLGA RAMOS
THE STATE OF TEXAS
COUNTY OF MAVERICK
COMMISSIONER PCT. 3

Mission:
BORDER HOPE

Senior Valentine's Dance

FEBRUARY 13TH

Seco Mines Community Center

1:30 PM - 4:00 PM



CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

2/17/2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT
2026	Discussion and appropriate action to allow & ratify the Jorge Maldonado Foundation & Maverick County Hospital District to use the June Edwards Community Center for free meals and health screenings.

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.**

Outlook

Request to Participate – Jorge Maldonado Foundation Event

From Karen Salinas <karen.salinas@mchdep.org>
Date Fri 2/13/2026 1:38 PM
To olgaramos <olgaramos@co.maverick.tx.us>
Cc Sonia Dena <secominesdirector@co.maverick.tx.us>

1 attachment (449 KB)
Mobile Wellness Unit JM Foundation.jpg;

Good afternoon Mrs. Ramos,

Maverick County Hospital District would like to request the opportunity to have our Mobile Wellness Unit present at the upcoming Jorge Maldonado Foundation event in Quemado at the June Edwards Community Center. We would greatly appreciate the opportunity to set up in the parking lot and provide free health screenings and resources to the community.

Our Mobile Wellness Unit offers services such as blood pressure and glucose checks, STD and HIV testing, colon cancer screening, and information on programs including Breast and Cervical Cancer Services, Medical Financial Assistance, and more. Our goal is to make healthcare accessible by bringing services directly to the community.

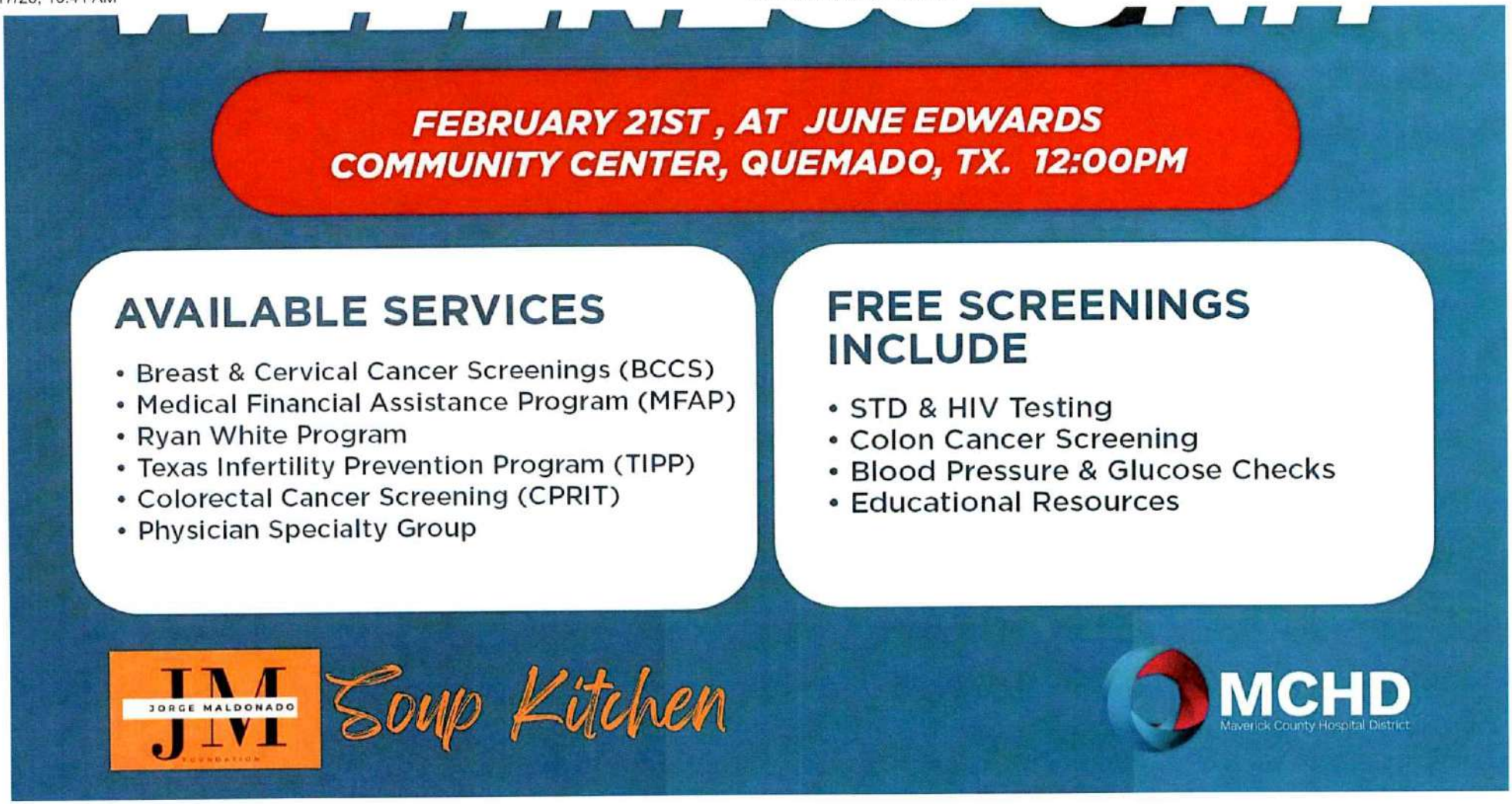
Attached is a sample Mobile Wellness Unit flyer to show what promotion would look like if approved to participate. Please let me know if this would be possible. We would truly appreciate your consideration.

Thank you so much,

MCHD

Karen H Salinas
PR/Marketing Director
Maverick County Hospital District


JUNE EDWARDS
COMMUNITY CENTER
20160 Hwy 277 North
ado, TX 78877
Mobile Wellness Unit
MCHD
Medical Services & Patient Education
Where our Specialty is You.
MOBILE
WELLNESS UNIT


FEBRUARY 21ST , AT JUNE EDWARDS
COMMUNITY CENTER, QUEMADO, TX. 12:00PM
AVAILABLE SERVICES
• Breast & Cervical Cancer Screenings (BCCS)
• Medical Financial Assistance Program (MFAP)
• Ryan White Program
• Texas Infertility Prevention Program (TIPP)
• Colorectal Cancer Screening (CPRIT)
• Physician Specialty Group
FREE SCREENINGS INCLUDE
• STD & HIV Testing
• Colon Cancer Screening
• Blood Pressure & Glucose Checks
• Educational Resources
JM
JORGE MALDONADO
FOUNDATION
Soup Kitchen
MCHD
Maverick County Hospital District

CONSENT ITEMS

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COMMISSIONER'S COURT COMMUNICATION

EMAILED February 18, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to ratify and allow Ana L. Guardiola FNP to give a Healthy Heart presentation following with a loteria sponsored by Mission Border Hope at the Seco Mines Community Center on February 19, 2026.

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: FLYER	
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 Commissioner Pct. 3

OLGA RAMOS



Healthy Heart Healthy Life

Protect Your Heart Live Longer!

Presentation by :
Ana L. Guardiola, FNP
Seco Mines Community Center

Feb 19th @ 1:30 PM



Mini Loteria after presentation

Mission: BORDER HOPE



CONSENT ITEMS

22

COMMISSIONER'S COURT COMMUNICATION

02/05/2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT Discussion and appropriate action to assist resident at 288 Third St on his fence repairs due to fallen tree on Mav. County right away.
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.**


STOP



CONSENT ITEMS

23

COMMISSIONER'S COURT COMMUNICATION

2/23/2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT Discussion and appropriate action to allow Mission Border Hope & USDA host an event at the Seco Mines Community Center.
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 Commissioner Pct. 3

OLGA RAMOS



Need Help Renovating?

Apply for USDA 306 Program

Mission: BORDER HOPE

OLGA RAMOS — THE STATE OF TEXAS — COUNTY OF MAVERICK — COMMISSIONER PCT. 3

USDA

Apply for Water & Waste Disposal Grant may Include:

Thursday
Feb
26

1:30 PM

1. Kitchen Sink and Counter
2. Bathroom - May include showers, toilet and vanity.
3. Water Heater

*Low Income Family to Qualify.
*Bring Income Tax or SSI, ID, SS Card and Home Deed.
*First 15 people will be attended

Seco Mines Community Center - 2989 Sanchez Ave



CONSENT ITEMS

24

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
	"Discussion and possible action to approve Alex Rodriguez as a non-paid Reserve Deputy Constable for Precinct 2, having successfully completed all prerequisites required to serve as a licensed Peace Officer."
SPONSORED BY: Commissioner Rios	DEPARTMENT HEAD REQUESTING: Commissioner Precinct 2 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 Alex Rodriguez as a non-paid Reserve Deputy Constable for Precinct 2, having successfully completed all prerequisites required to serve as a licensed peace officer.

All Reserve Deputy Constables assigned to Precinct 2 assist with Bailiff duties, patrol operations alongside full-time officers, and participate in community service events, including food 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.

Mr. Rodhas expressed his commitment and willingness to serve our community in this capacity.

Thank you for your consideration.

Albert De La Torre
Constable Pct. 2



CONSENT ITEMS

25

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: "Discussion and Appropriate Action to allow South Texas Development Council South Texas Aging and Disability Resource Center to host a Health Fair at the Nick Carr Community Center on February 25th, 2025 from 9:00 a.m. to 1:00 p.m."
SPONSORED BY: Commissioner Rosanna Rios	DEPARTMENT HEAD REQUESTING: Precinct 2 Commissioner Rosanna Rios
BACKGROUND/PREVIOUS ACTION: This Health Fair will help and educate precinct 2 residents on how to maintain a healthier body and its functions and to detect and monitor health issues. This fair will also guide and explain Medicare and Medicaid new rules & guidelines of services.	
COST: No cost to the county	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Recommendation of item for public event.	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

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

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

To whom it may concern,

I would like to formally request that this item be added to the upcoming agenda. The South Texas Developmental Council and the South Texas Aging and Disability Resource Center will host a Health Fair at the Nick Carr Community Center on February 25th, from 9:00 a.m. to 1:00 p.m.

This health fair will help educate Precinct 2 residents on how to maintain a healthier lifestyle and monitor health issues. They will also explain the new rules and guidelines for Medicare and Medicaid services that they have to offer.

Rosanna Ríos

ROSANNA "ROXI" RIOS
COMMISSIONER PCT.#2



CONSENT ITEMS

26

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
	"Discussion and Appropriate Action to host a Children's Spring Break Program at the Nick Carr Community Center from March 9th to March 13th, 2026. From 1:00 PM to 4:30 PM."

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Rios	Commissioner Precinct 2 Rosanna Rios

BACKGROUND/PREVIOUS ACTION:

This Spring Break Program aims to help children in Precinct 2 develop their skills through arts and crafts projects led by local artists. The presenters will support the children in their personal growth and help them enhance their artistic skills. Participants will have the opportunity to experience the joy of self-expression while learning new skills in a supportive and engaging environment.

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.**

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

To whom it may concern,

I would like to formally request that this item be added to the upcoming agenda. Discussion and Appropriate Action to host a Children's Spring Break Program at the Nick Carr Community Center from March 9th to March 13th, 2026.

This Spring Break Program aims to help children in Precinct 2 develop their skills through arts and crafts projects led by local artists. The presenters will support the children in their personal growth and help them enhance their artistic skills. Participants will have the opportunity to experience the joy of self-expression while learning new skills in a supportive and engaging environment.

Thank you for considering this request.

Rosanna Ríos

ROSANNA "ROXI" RIOS
COMMISSIONER PCT.#2



CONSENT ITEMS

27

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
02/27/2026	1. Discussion and appropriate Action to install a new LED light in front of address 1008 Progreso St. PCt4

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Roberto Ruiz, Commissioner	Priscilla De Los Santos

BACKGROUND/PREVIOUS ACTION:
To promote security and safety in surrounding area.

COST:	BUDGETED LINE ITEM:
No direct Cost	None Required

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Pct 4 Area

AGENDA ITEM SPONSOR COMMENTS:

Concur with Dept Commissioner

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

None

ATTACHMENTS: SEE ATTACHED

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.

Google Maps

1000 Progreso St

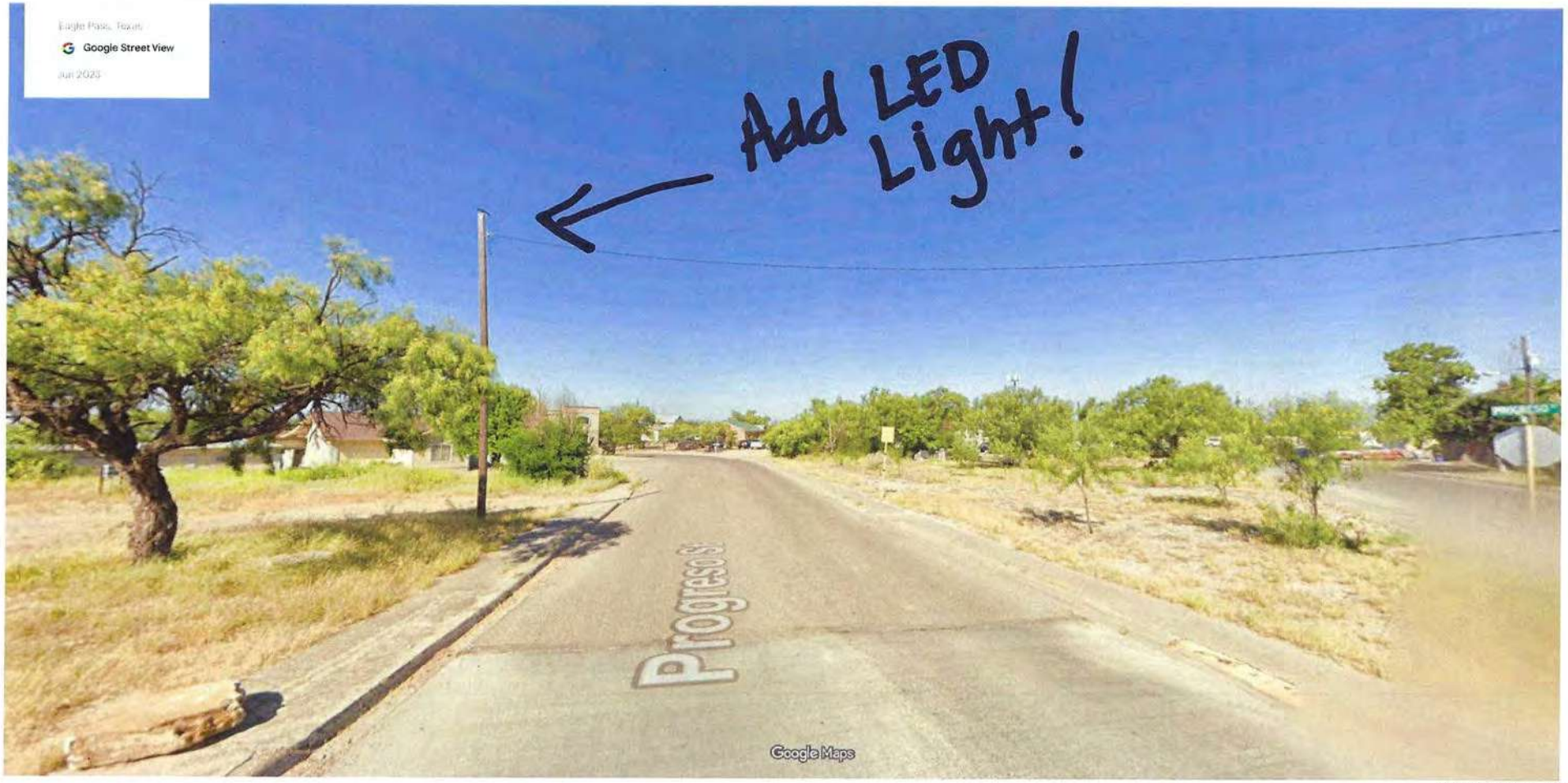


Image capture: Jun 2023 © 2026 Google



right before 1008 Progreso St.

Light pole Before church.



CONSENT ITEMS

28

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
02/27/2026	1. Discussion and appropriate Action to install a new LED light in front of address 1943 Coyunda St. PCt4

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Roberto Ruiz, Commissioner	Priscilla De Los Santos

BACKGROUND/PREVIOUS ACTION:
To promote security and safety in surrounding area.

COST:	BUDGETED LINE ITEM:
No direct Cost	None Required

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Pct 4 Area

AGENDA ITEM SPONSOR COMMENTS:

Concur with Dept Commissioner

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

None

ATTACHMENTS: SEE ATTACHED

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.


Add LED Light
1943 Coyunda St



CONSENT ITEMS

29

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
02/27/2026	1. Discussion and appropriate Action to install a new LED light in front of address 947 Cedro St. PCt4

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Roberto Ruiz, Commissioner	Priscilla De Los Santos

BACKGROUND/PREVIOUS ACTION:
To promote security and safety in surrounding area.

COST:	BUDGETED LINE ITEM:
No direct Cost	None Required

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Pct 4 Area

AGENDA ITEM SPONSOR COMMENTS:

Concur with Dept Commissioner

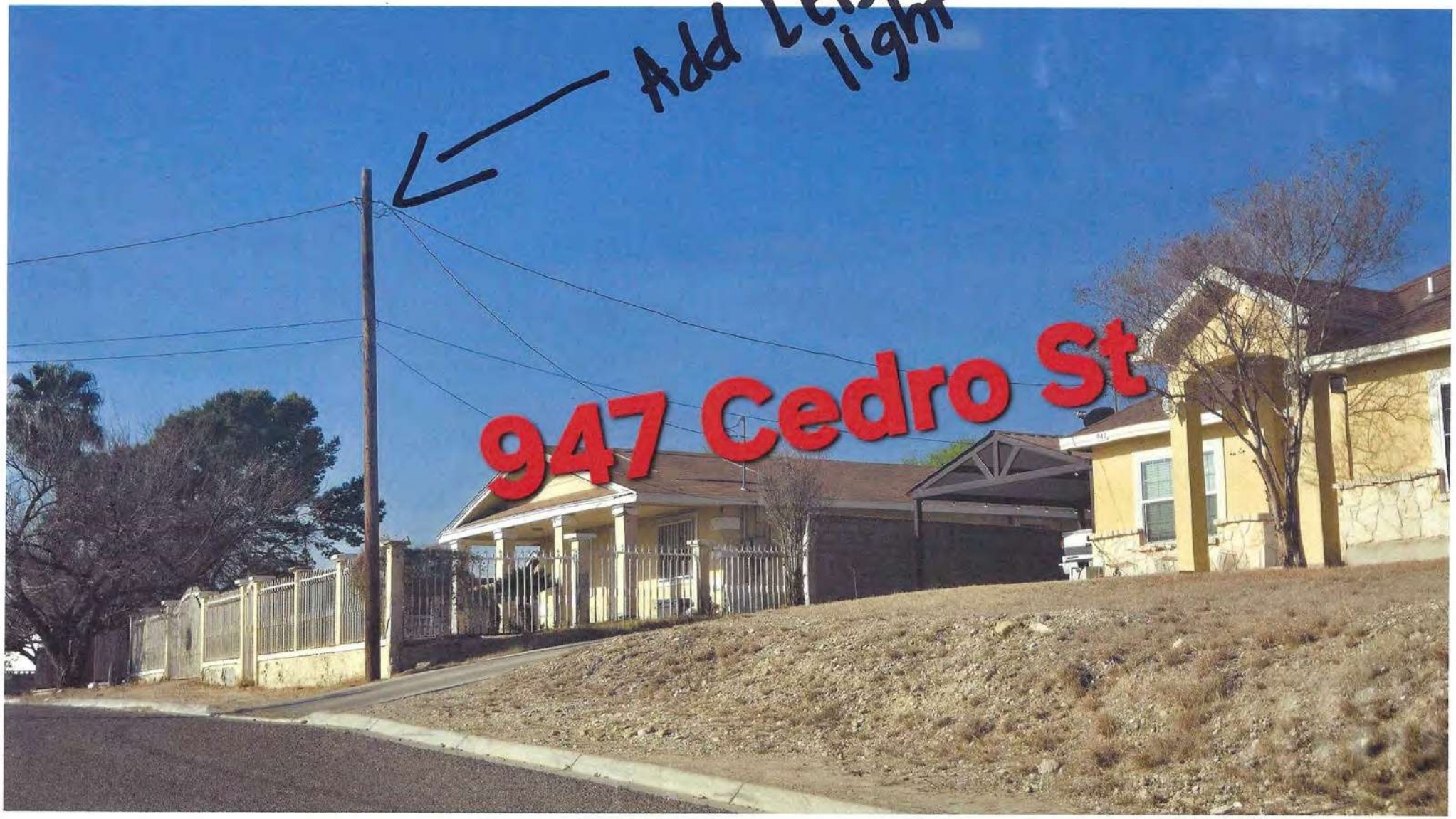
LEGAL COUNSEL COMMENTS/RECOMMENDATION:

None

ATTACHMENTS: SEE ATTACHED

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.


Add LED light
947 Cedro St



CONSENT ITEMS

30

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
02/27/2026	1. Discussion and appropriate Action to appoint (1) non-paid deputy constable in Precinct 4. Steve Reveles., has met all prerequisites of law to become a licensed Texas Peace Officer.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Roberto Ruiz, Commissioner	Priscilla De Los Santos

BACKGROUND/PREVIOUS ACTION:
A full-time Deputy Constable to be hired for Pct 4. Will perform various law enforcement functions

COST:	BUDGETED LINE ITEM:
No direct Cost	None Required

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Pct 4 Area

AGENDA ITEM SPONSOR COMMENTS:

Concur with Dept Commissioner

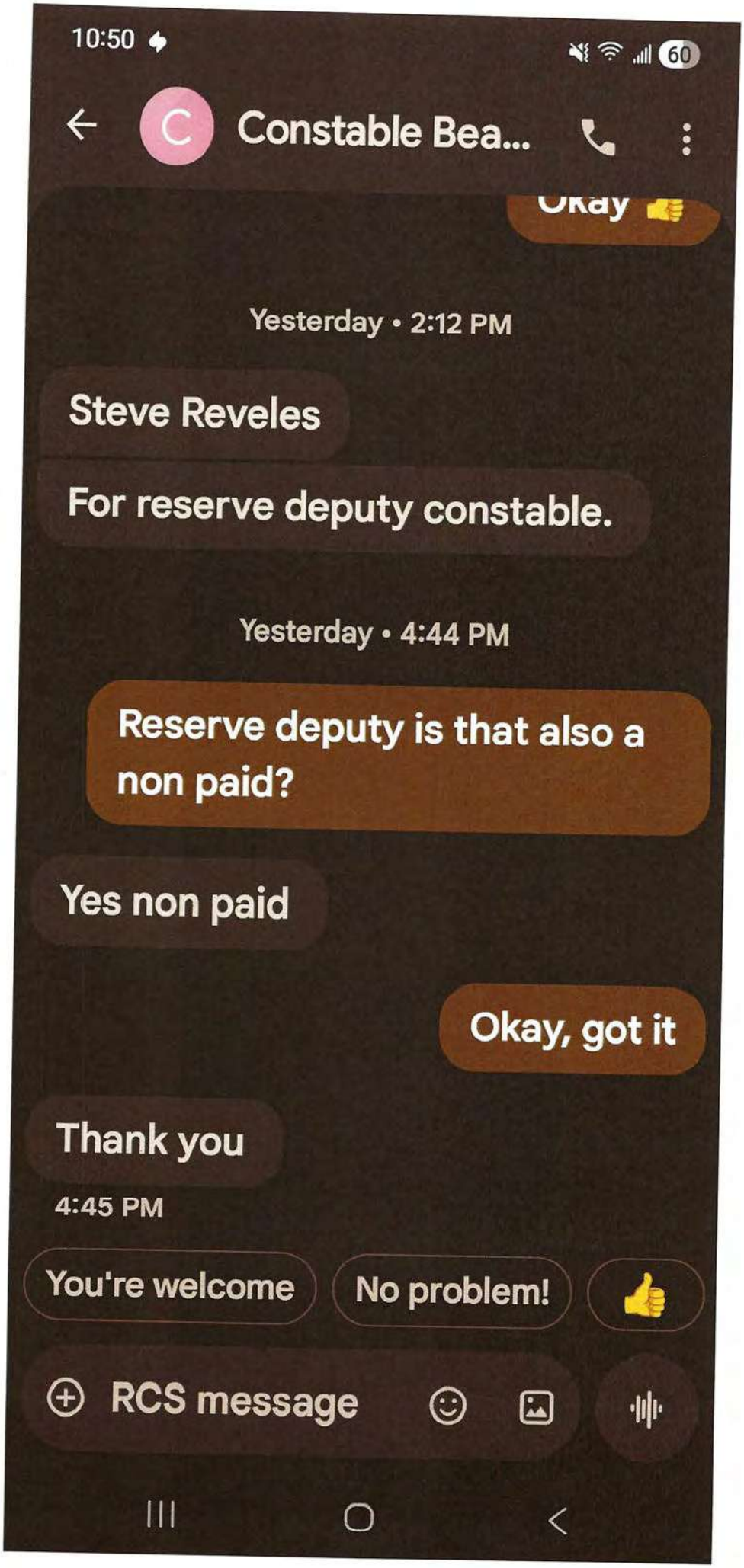
LEGAL COUNSEL COMMENTS/RECOMMENDATION:

None

ATTACHMENTS:

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.


10:50
60
Constable Bea...
Okay
Yesterday • 2:12 PM
Steve Reveles
For reserve deputy constable.
Yesterday • 4:44 PM
Reserve deputy is that also a non paid?
Yes non paid
Okay, got it
Thank you
4:45 PM
You're welcome
No problem!
RCS message



REGULAR ITEMS

31

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **DISCUSSION AND APPROPRIATE ACTION TO ASSIST RESIDENT AT 3245 VENESA ST. AFTER DAMAGING FIRE AND DECLARE A PREDOMINATLY SAFETY HAZARD.**
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.**

Letter to County Judge
Maria Menchaca
3245 Vanessa
8304988110 and 8309715240
lilymenchaca7@gmail.com
February 25, 2025
RE: Urgent Request for Debris Removal Assistance – at 3245 Vanessa
Dear Judge Cantu,
I am writing to formally request the county's immediate assistance with debris removal and property cleanup following the fire that destroyed my home at 3245 Vanessa on February 21st, 2026.
As of today, the remains of the structure pose a significant safety hazard to the surrounding neighborhood and a potential environmental risk. We are eager to begin the recovery and rebuilding process, but we cannot move forward until the site is cleared.
Because of the scale of the damage, we are requesting that the county expedite any available resources, such as:
• Emergency debris removal programs.
• Waivers for landfill or tipping fees.
• Coordination with the Department of Public Works for site clearing.
We are ready to provide any necessary documentation, including the fire marshal's report and insurance claim status, to move this process along. We are asking for your office's intervention to ensure this cleanup begins as soon as possible to prevent further hazard to the community.
Starting date February 27,2026.
Thank you for your time and for your leadership during this difficult time for my family. I look forward to hearing from your office regarding the next steps.
Sincerely,
Maria Lilia Menchaca



REGULAR ITEMS

32

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next	Discussion and possible action Declaring a continued state of emergency due to the ongoing immigration crisis for FY2027

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Judge Ramsey English Cantu	Jaime A. Iracheta, County Attorney

BACKGROUND/PREVIOUS ACTION:

This will allow the grant to operate as required

COST:	BUDGETED LINE ITEM:
No direct Cost	OLS

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Recommend item for continuation of OLS operations

AGENDA ITEM SPONSOR COMMENTS:

None

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:

See attached Declaration of Local State Disaster FY2027

SUGGESTED MOTION:

APPROVE

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

DECLARATION OF LOCAL STATE OF DISASTER FY2027

WHEREAS, The Maverick County Judge finds that the ongoing surge of individuals unlawfully crossing the Texas-Mexico border poses an ongoing and imminent threat of widespread and severe damage, injury, and loss of life and property, including property damage, property crime, human trafficking, violent crime, threats to public health, and violation of sovereignty and territorial integrity, in Maverick County and for all local agencies affected by this disaster.

WHEREAS, the ongoing immigration crisis on the Texas border is not acceptable, and has resulted in a security threat and humanitarian disaster with overwhelming consequences to the residents of Maverick County, alike.

WHEREAS, the Maverick County Judge, has determined that extraordinary measures must be taken to ensure the protection of the health, safety, and welfare of county residents.

NOW THEREFORE, BE IT RESOLVED that a local state of disaster is hereby declared for Maverick County, Texas, pursuant to Section 418.108 (a) of the Texas Government Code; and this declaration hereby authorizes the use of all lawfully available resources and authority granted under the Constitution of Texas and the U.S.; and upon approval by the Maverick County Commissioners Court shall continue in effect until terminated by the Maverick County Judge.

_____ _____

HON. RAMSEY E. CANTU, COUNTY JUDGE SARA MONTEMAYOR, COUNTY CLERK

_____

COMMISSIONER YOLANDA RAMON, PCT 1

_____

COMMISSIONER ROSSANA RIOS, PCT 2

_____

COMISSIONER OLGA RAMOS, PCT 3

_____

COMISSIONER ROBERTO RUIZ, PCT 4

PASSED AND APPROVED THIS ____OF _____ 2026 GRANT NUMBER: 4376306



REGULAR ITEMS

33

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next Upcoming	Discussion and appropriate action to approve moving forward with shovel ready projects including financing for consideration within 90 days.

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

BACKGROUND/PREVIOUS ACTION:
Maverick County Planning Department and Grants Team have been working with Triun LLC at no cost to the County developing a plan to address critical projects and financing these projects. A representative from Triun LLC will be presenting the findings.

Grant Funded:	COST:
$0	$0

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:
Pending review.

ATTACHMENTS:
Presentation

SUGGESTED MOTION:

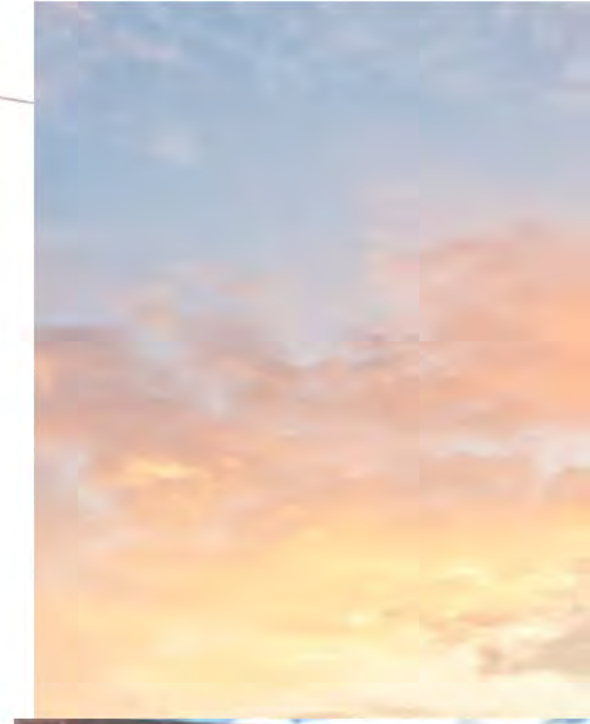
*****COMMISSIONER'S COURT COMMUNICATIONS AND AGENDA ITEMS REQUEST ARE DUE ON WEDNESDAY BEFORE THE NEXT SCHEDULED MEETING AT 9:00 A.M.**

MAVERICK COUNTY



Content:

- Overview
- Existing Conditions
- Solutions
- Economics
- Priorities







FACILITIES

MAVERICK COUNTY COURTHOUSE

The Courthouse is an older building that has served the county well. The structure is still in good condition and can be used for decades to come.

The lighting is all modern LED lighting.

There are signs of roof leaks throughout the building. Also, the restrooms do not meet ADA standards

The plumbing is a major concern with many issues over the years.

The electrical needs to be serviced to verify safely function moving forward

HVAC is 10 to 15 years old and will need to be addressed within 5 years, controls are local controls, using an automated control system would reduce operational cost

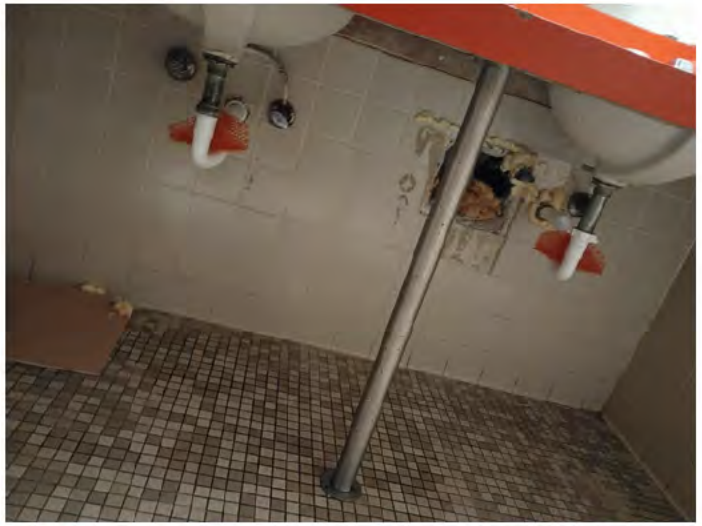
Space is a major concern



FACILITIES

MAVERICK COUNTY COURTHOUSE













FACILITIES

MAVERICK COUNTY COURTHOUSE ANNEX

The Annex is also an older building, has good structure and can provide decades of service.

Condition and issues are similar to the courthouse with the following differences.

Some electrical circuits not working.

Overlook railing on second floor is too low for safety standards

New roof, but several roof drains are clogged

HVAC is newer but lacks automated controls

One side of the building does not maintain temperature



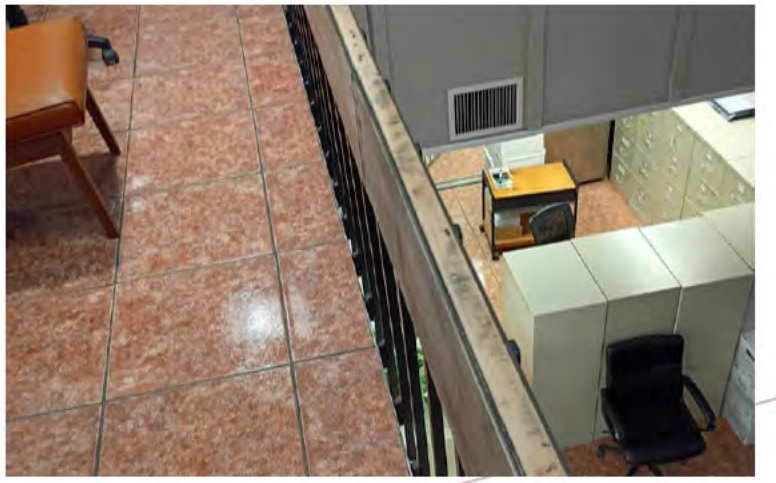
FACILITIES

MAVERICK COUNTY COURTHOUSE ANNEX











FACILITIES

LAW ENFORCEMENT CENTER

The Law Enforcement Center was built in 1990 and is need of immediate upgrades. While the building itself can provide decades of service the roof is leaking and creating unusable cells. The fire alarm is also inoperable which could force a closure.

The cost to house the prisoners if this facility is closed would be 3M/year

Although the building has had some foundation issues the movement seems to have stabilized

Water controls are not working and recommend repairing for operational savings

HVAC has passed it's recommended life for about a third of the units

One of the generators does not automatically start and when it is started often shuts down



FACILITIES

LAW ENFORCEMENT CENTER











FACILITIES

LAW ENFORCEMENT CENTER ROOF

The Law Enforcement Center roof is currently leaking and is well passed it's useful age. The roof was a built-up tar roof, then a metal roof with the minimum pitch. The main issue comes from the gutters that are inside the walls, vs being on the outside of the walls and this design is known for being pragmatic.

Recommend increasing pitch and running roofing to outside of building walls and adding outside wall gutters.







FACILITIES

NUTRITION CENTER

The Nutrition Center is well maintained most of the issues are related to plumbing and a need to update the restrooms.

The restrooms do not meet ADA standards

HVAC units are 10 years old and will not need to be replaced for another 5+years, the localized controls could be upgraded automated controls for operational savings



FACILITIES

AIRPORT CENTER

The Airport Center is fairly new and in good condition.

We were asked to investigate adding offices and there is space for three offices that could be added in the current square footage.





FACILITIES

RIO GRANDE WORKFORCE CENTER

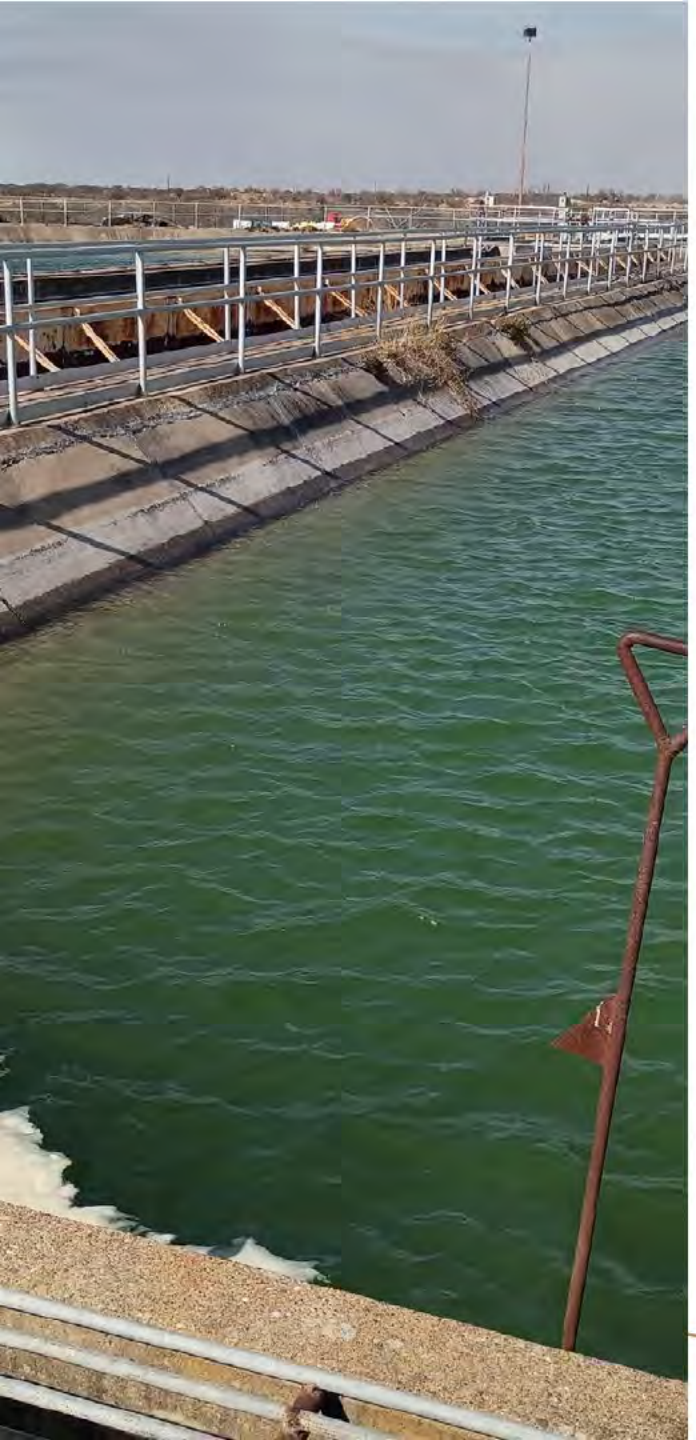
The Workforce center is an older building and in need of updating and infrastructure replacements.

Half of the HVAC is beyond its useful life. Units have been replaced as the fail.

The carpeting is in bad shape, the elevator needs major service

Power issues throughout the building

Lighting needs to be updated.



WATER SYSTEM

WATER PLANT

The water plant is well maintained the crew does many of the domestic piping upgrades in-house.

Three of the four blowers are down

Control valves are not working and use old technology to work

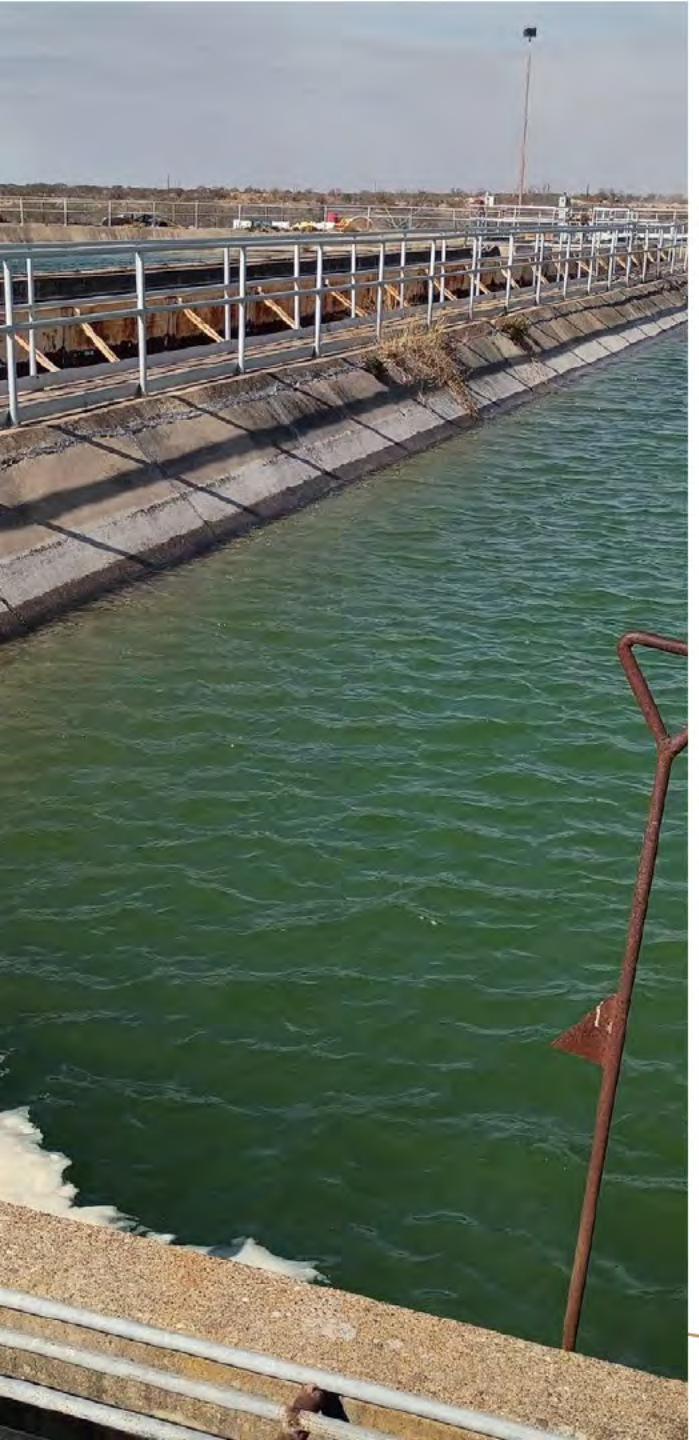
SCADA system is in need of upgrade to continue working

One of two inlet pumps are down

Exposed plastic tanks are getting sun damaged

Staff needs barn storage for existing supplies and equipment

Old building is falling apart and blowing asbestos material around



WATER SYSTEM

WATER PLANT













WATER SYSTEM

OUTSIDE OF PLANT

The water plant is well maintained the crew does many of the domestic piping upgrades in-house.

Three of the four blowers are down

Control valves are not working and use old technology to work

SCADA system is in need of upgrade to continue working

One of two inlet pumps are down

Exposed plastic tanks are getting sun damaged

Staff needs barn storage for existing supplies and equipment

Old building is falling apart and blowing asbestos material around



WATER SYSTEM

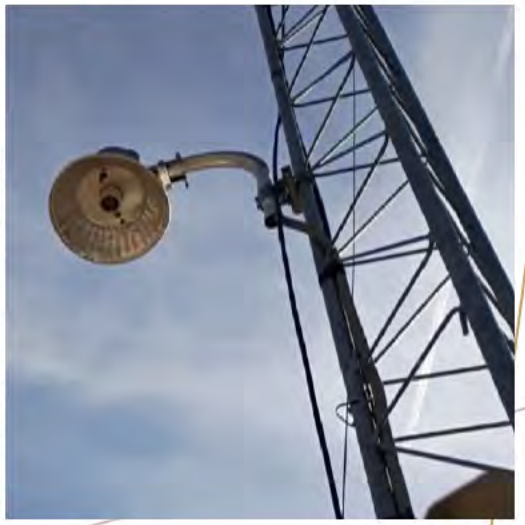
WATER PLANT













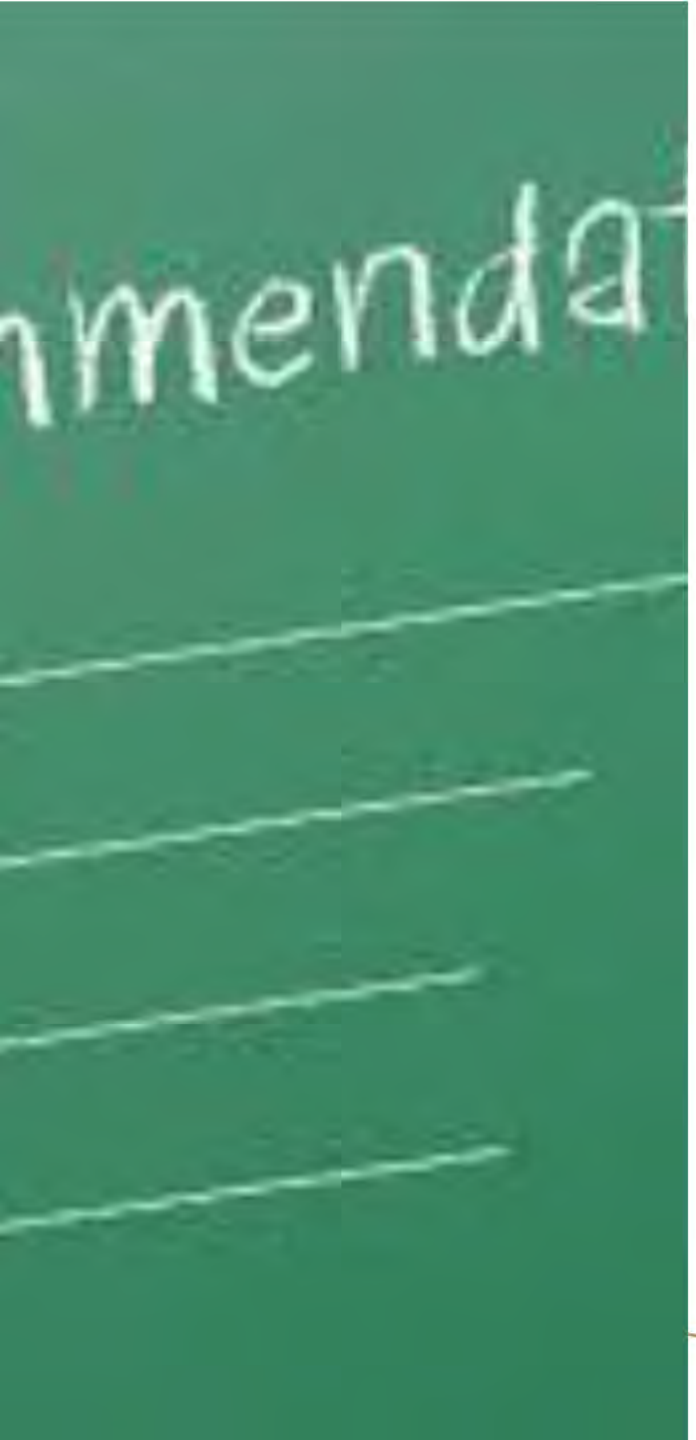
OTHER FACILITIES SURVEYED

QUEMADO LIBRARY

QUEMADO CIVIC CENTER

TAX OFFICE

PARKS



PRIORITIES

The highest priorities are as follows:

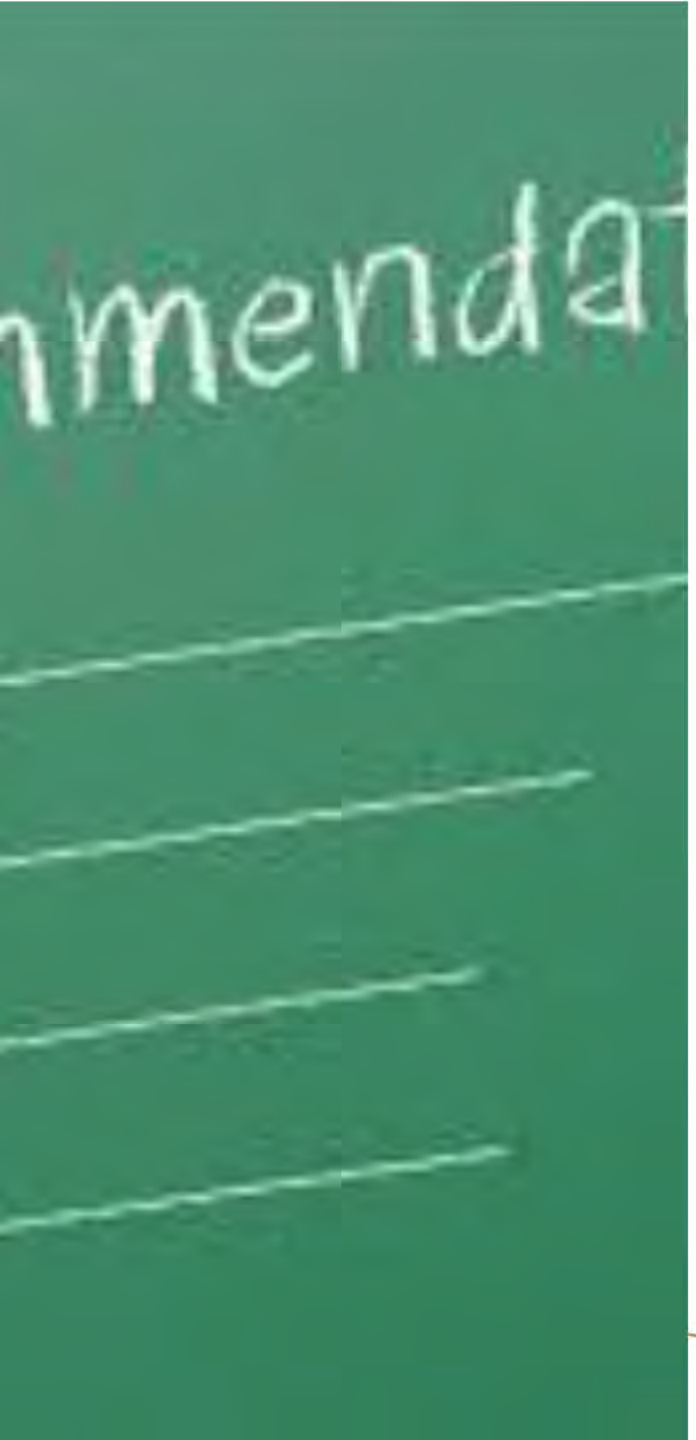
Roofing and fire alarm at Law Enforcement Center

All Roofing issues

End of life equipment replacements

Operational savings measures

Comfort and quality upgrades

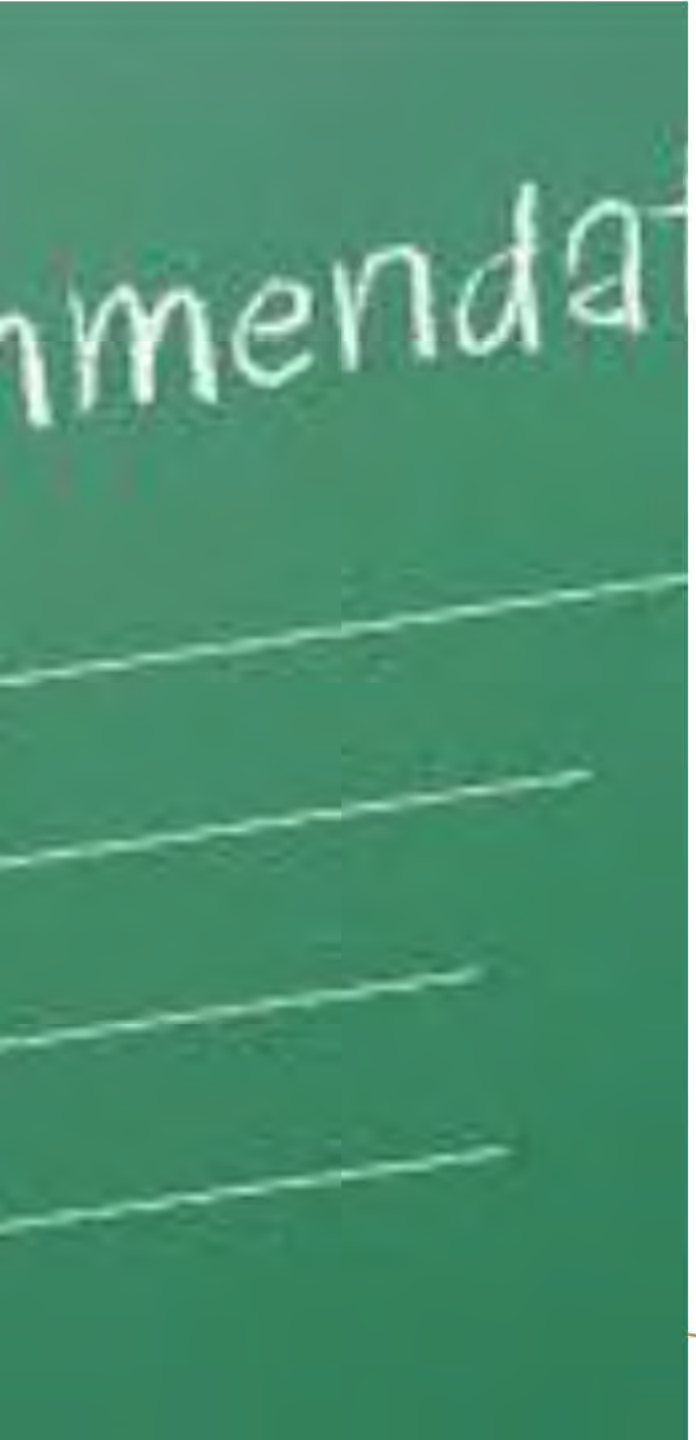


FINANCIAL

The county is approved by private lenders to fund up to 14M in operation upgrades that reduce operational cost.

By making upgrades the county will have lower operational cost

The upgrades to the law enforcement center will also allow for increased revenue



NEXT STEPS

The county to select Triun, LLC to put together full project scope

Triun will setup funding and provide construction ready project

County can select Triun through a pre-competed inter-local purchasing system called TIPS

Project can be ready for construction within 3 months or less

[redacted]ater/Sewer Rev. =	$0	[redacted]	[redacted]	Savings ($) =	$175,000	[redacted]	[redacted]	m Jail ($) =	$250,000	[redacted]	oject Funding ($) =	$9,652,539
[redacted]ed Accuracy (%) =	0.0%	[redacted]	[redacted]	s Term (Yrs) =	20	[redacted]	[redacted]	Leaks (%) =	0.0%	[redacted]	ance Term (Yrs) =	20
[redacted]age Increase ($) =	$0	[redacted]	[redacted]	oidance ($) =	$220,000	[redacted]	[redacted]	epairs ($) =	$0	[redacted]	Interest Rate (%) =	4.50%
[redacted] Inflation =	3.0%	[redacted]	[redacted]	A Term (Yrs) =	20	[redacted]	[redacted]	avings ($) =	$120,000	[redacted]	al M&V Cost ($) =	$0
[redacted]ction Period (M) =	12	[redacted]	[redacted]	aint Cost ($) =	$0	[redacted]	[redacted]	Other ($) =	$0	[redacted]	System Cost ($) =	$0
					One-time Transactions							
[redacted]pital Infusion ($) =	$0	[redacted]	[redacted]	Rebates ($) =	$0	[redacted]	[redacted]	harge ($) =	$0	[redacted]	cial Services ($) =	$0

Traditional

	Financial Benefits						Project Costs					Positive Cash-Flow	
Year	Additional Water Revenue	Energy Savings	Water Department O&M Savings	Distrib. Savings	Capital Cost Avoidance	Total Benefit	P&I Payment	M&V Service	Annual Maint. Cost	MDM System	Total Cost	Annual Difference	Cumulative Difference
1	2	3	3	4	5	4	5	6	7	8	9	10	11
Const.	$0	$48,000	$70,000	$100,000	$0	$218,000	$0	$0	$0	$0	$0	$218,000	$218,000
1	$0	$120,000	$175,000	$250,000	$220,000	$765,000	$742,050	$0	$0	$0	$742,050	$22,950	$240,950
2	$0	$123,600	$180,250	$257,500	$220,000	$781,350	$742,050	$0	$0	$0	$742,050	$39,300	$280,250
3	$0	$127,308	$185,658	$265,225	$220,000	$798,191	$742,050	$0	$0	$0	$742,050	$56,141	$336,391
4	$0	$131,127	$191,227	$273,182	$220,000	$815,536	$742,050	$0	$0	$0	$742,050	$73,486	$409,877
5	$0	$135,061	$196,964	$281,377	$220,000	$833,402	$742,050	$0	$0	$0	$742,050	$91,352	$501,229
6	$0	$139,113	$202,873	$289,819	$220,000	$851,804	$742,050	$0	$0	$0	$742,050	$109,754	$610,983
7	$0	$143,286	$208,959	$298,513	$220,000	$870,759	$742,050	$0	$0	$0	$742,050	$128,709	$739,692
8	$0	$147,585	$215,228	$307,468	$220,000	$890,281	$742,050	$0	$0	$0	$742,050	$148,231	$887,923
9	$0	$152,012	$221,685	$316,693	$220,000	$910,390	$742,050	$0	$0	$0	$742,050	$168,340	$1,056,263
10	$0	$156,573	$228,335	$326,193	$220,000	$931,101	$742,050	$0	$0	$0	$742,050	$189,051	$1,245,314
11	$0	$161,270	$235,185	$335,979	$220,000	$952,434	$742,050	$0	$0	$0	$742,050	$210,384	$1,455,699
12	$0	$166,108	$242,241	$346,058	$220,000	$974,407	$742,050	$0	$0	$0	$742,050	$232,357	$1,688,056
13	$0	$171,091	$249,508	$356,440	$220,000	$997,040	$742,050	$0	$0	$0	$742,050	$254,990	$1,943,046
14	$0	$176,224	$256,993	$367,133	$220,000	$1,020,351	$742,050	$0	$0	$0	$742,050	$278,301	$2,221,347
15	$0	$181,511	$264,703	$378,147	$220,000	$1,044,361	$742,050	$0	$0	$0	$742,050	$302,311	$2,523,658
16	$0	$186,956	$272,644	$389,492	$220,000	$1,069,092	$742,050	$0	$0	$0	$742,050	$327,042	$2,850,700
17	$0	$192,565	$280,824	$401,177	$220,000	$1,094,565	$742,050	$0	$0	$0	$742,050	$352,515	$3,203,215
18	$0	$198,342	$289,248	$413,212	$220,000	$1,120,802	$742,050	$0	$0	$0	$742,050	$378,752	$3,581,967
19	$0	$204,292	$297,926	$425,608	$220,000	$1,147,826	$742,050	$0	$0	$0	$742,050	$405,776	$3,987,743
20	$0	$210,421	$306,864	$438,377	$220,000	$1,175,661	$742,050	$0	$0	$0	$742,050	$433,611	$4,421,354
Total	$0	$3,272,445	$4,772,316	$6,817,594	$4,400,000	**$19,262,354**	$14,841,000	$0	$0	$0	**$14,841,000**	**$4,421,354**	



THANK YOU

Boo Podanoffsky

210-827-5782



REGULAR ITEMS

34

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
February 6, 2026	Discussion and appropriate action to approve update the following TDEM forms, Designation of Account Approval, Subrecipient Closeout Certification and Designation of Subrecipient Agent for Texas COVID 19 Pandemic Public Assistance Program

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

BACKGROUND/PREVIOUS ACTION:
Requested by Owolabi Raji, Junior Grant Coordinator from BDO Government Services LLC

Grant Funded:	COST:
$0	$0

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
Approve updated forms

AGENDA ITEM SPONSOR COMMENTS:

Approve updated forms

LEGAL COUNSEL COMMENTS/RECOMMENDATION:
Pending Review

ATTACHMENTS:
Designation of Account Approval, Subrecipient Closeout Certification and Designation of Subrecipient Agent for Texas COVID 19 Pandemic Public Assistance Program

SUGGESTED MOTION:
Approve updated forms

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

Designation of Subrecipient Agent (DSA) Form

Form Instructions

The following **must** be completed for access to subrecipient accounts in the Texas Division of Emergency Management (TDEM)'s Grants Management System (GMS).

A) The Designation of Subrecipient Agent (DSA) form is divided into two pages:
- Page 1: the *Primary Contacts* page
- Page 2: the **optional** *Alternate Contacts* page
  - The *Alternate Contacts* page is not required if there are no additional contacts to list.
  - As many *Alternate Contacts* pages as needed may be submitted.
- If applicable, both pages must be signed and dated by the Certifying Official.

B) In the header of the document:
- List the name of the subrecipient (the organization/jurisdiction applying for the grant).
- Check if the DSA Form is for Public Assistance grants, Hazard Mitigation Grants or Mutual Aid reimbursement.
- If the DSA is for another type of grant, please specify that in Other.
- For Public Assistance and Hazard Mitigation grants, include the applicable disaster numbers.
  - The disaster number is 4 digits long and assigned by FEMA. (For example, Hurricane Harvey is 4332.)
- Multiple disasters may be listed on one DSA as long as each disaster number is listed.

C) For the contacts:
- None of the positions on the primary contact page may be left blank. However, the same person may hold multiple positions.
- A third-party consultant/contractor cannot be listed as the Primary Contact or Certifying Official.
- The Certifying Official must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
- All contacts require a unique email address.

Designation of Subrecipient Agent (DSA) Form

D) User Access Levels

- **Full Access** to the Grants Management System (GMS) will allow a user to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grants Management System on behalf of the subrecipient.
- **Contributor Access** will allow a user to upload and update documentation and enter notes. The user will not have the ability to advance workflows.
- **Read Only Access** will allow a user to view information in GMS but will not grant them the ability to edit any existing information themselves.
- The Primary, Secondary, and Finance contacts will always be granted Full Access.

E) Updating User Access:

- The subrecipient can request that GMS access be added or revoked from a contact at any time if the need arises, however an updated DSA must be submitted.
- If a new DSA is submitted with a different person listed for a position on the Primary Contacts page, the old contact holding that position will be removed. If a new contact is added on the additional contacts page, no old contacts will be removed.

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Designation of Subrecipient Agent (DSA) Form

Subrecipient:	Maverick County						
Public Assistance	☑	**Hazard Mitigation**	☐	**Mutual Aid**	☐	**Other**	☐
Other:		**Disaster Number(s):**	DR - 4485 Texas COVID Pandemic				

*Leave Disaster Number(s) blank if only selecting Mutual Aid

Primary Agent			
Serves as the primary point of contact for projects. *Cannot be a contractor.*			
Name:	Isaak T. Ruiz	Office Number:	
Position/Title:	Grant Administrator	Cell Number:	8309680344
Email:	isaakruiz@co.maverick.tx.us	Fax Number:	
Organization:	Maverick County		
The Primary Agent will have **full** access to GMS.			

Secondary Agent			
Serves as the secondary point of contact for projects.			
Name:	Oscar Garza	Office Number:	8307734377
Position/Title:	Planning Director	Cell Number:	
Email:	planning@co.maverick.tx.us	Fax Number:	
Organization:	Maverick County		
The Secondary Agent will have **full** access to GMS.			

Primary Finance Agent			
Serves as the primary point of contact for financial matters			
Name:	Gloria Barrientos	Office Number:	8307733708
Position/Title:	County Auditor	Cell Number:	
Email:	auditor@co.maverick.tx.us	Fax Number:	
Organization:			
The Primary Finance Agent will have **full** access to GMS.			

Certifying Official			
Serves as the official representative of the organization. *Must possess the authority to obligate funds and enter into contracts for the organization.*			
Name:	Ramsey English-Cantu	Office Number:	8307733824
Position/Title:	County Judge	Cell Number:	
Email:	JudgeEnglishCantu@co.maverick.tx.us	Fax Number:	
Organization:	Maverick County		

GMS Access (pick 1):	Full ☑	Contributor ☐	Read-Only ☐

Signature of Certifying Official	Print Name	Date
	Ramsey English Cantu	3/11/26

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)

August 2023

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Designation of Subrecipient Agent (DSA) Form

Alternate Contact			
Name:	Karla Mazuka	Office Number:	8307733708
Position/Title:	Assistant County Auditor	Cell Number:	
Email:	karlamazuka@co.maverick.tx.us	Fax Number:	
Organization:	Maverick County		
GMS Access (pick 1):	Full ☑	Contributor ☐	Read-Only ☐

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full ☐	Contributor ☐	Read-Only ☐

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full ☐	Contributor ☐	Read-Only ☐

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full ☐	Contributor ☐	Read-Only ☐

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full ☐	Contributor ☐	Read-Only ☐

Ramsey English Cantu	3/11/26
Signature of Certifying Official	**Print Name** / **Date**

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)

Texas Division of Emergency Management
Subrecipient Closeout Certification Form

Date:	3/11/26
Subrecipient:	Maverick County
Contact Person:	Isaak T. Ruiz
Phone:	(830) 968-0344
Email:	isaakruiz@co.maverick.tx.us
Grant:	Texas COVID 19 Pandemic
Assistance Listing Number (ALN):	97.036
FIPS ID Number:	DR 4485

I HEREBY CERTIFY THAT FOR THE PROJECT WORKSHEET(S) INDICATED ABOVE THAT:

1. All work and costs claimed are eligible in accordance with the grant conditions.
2. All work claimed has been completed.
3. All expenses for work claimed and deemed eligible have been paid in full.
4. We make no further claim for damages the referenced Grant.

Signed By:		Date:	3/11/26
	Subrecipient Authorized Representative		
Printed Name:	Ramsey English Cantu	Title:	Maverick County Judge

Designation of Account Approval (DAA) Form

Form Instructions

The following **must** be completed for access approval for subrecipient accounts in the Texas Division of Emergency Management (TDEM)'s Grants Management System (GMS).

A) The Designation of Account Approval (DAA) form is used to assign an approver for a jurisdiction. The default approver for access to a jurisdiction is the Certifying Official.

B) For the contacts:
- Both the *Primary Approver* and the *Secondary Approver* will have **Full Access** to their jurisdiction's GMS account and will be responsible for the permissions, access levels, and approvals. They will also be responsible for providing updates if a user leaves the organization or changes roles.
- None of the positions on the page may be left blank. The same person cannot hold the Primary Approver and the Secondary Approver.
- The *Primary Approver* is the person at the organization that is responsible for approving requests for access to GMS.
- The *Secondary Approver* is the Primary Approver's designated alternate.
- A *Certifying Official* must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
- A third-party consultant/contractor cannot be listed as the Primary Approver or Certifying Official.
- All contacts require a unique email address.

C) User Access Levels
- **Full Access** to the Grants Management System (GMS) will allow a user to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grants Management System on behalf of the subrecipient.
- **Contributor Access** will allow a user to upload and update documentation and enter notes. The user will not have the ability to advance workflows.
- **Read Only Access** will allow a user to view information in GMS but will not grant them the ability to edit any existing information themselves.

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Designation of Account Approval (DAA) Form

Subrecipient:	Maverick County		
Tax ID:	74-6000702	**UEI:**	NGDWKRNDM8C5
Grant Program (PA/HM) ☑		**Mutual Aid** ☐	

Primary Approver			
Serves as the primary point of contact to approve access requests for your GMS account. *Cannot be a contractor.*			
Name:	Isaak T. Ruiz	Office Number:	
Position/Title:	Grant Administrator	Cell Number:	8309680344
Email:	isaakruiz@co.maverick.tx.us	Fax Number:	
Organization:	Maverick County		
The Primary Approver will have **full** access to GMS.			

Secondary Approver			
Serves as the secondary point of contact to approve access requests for your GMS account.			
Name:	Oscar Garza	Office Number:	8307734377
Position/Title:	Planning Director	Cell Number:	
Email:	planning@co.maverick.tx.us	Fax Number:	
Organization:	Maverick County		
The Secondary Approver will have **full** access to GMS.			

Certifying Official			
Serves as the official representative of the organization. *Must possess the authority to obligate funds and enter into contracts for the organization.*			
Name:	Gloria Barrientos	Office Number:	8307733708
Position/Title:	County Auditor	Cell Number:	
Email:	auditor@co.maverick.tx.us	Fax Number:	
Organization:			
GMS Access (pick 1):	Full ☐	Contributor ☐	Read-Only ☐

Signature of Certifying Official	Print Name	Date
	Ramsey English Cantu	3/11/26

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)



REGULAR ITEMS

35

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next	Discussion and possible action to approve the Resolution for Operation Lonestar Grant FY2027 and committing to the requirements set forth by the Office of the Governor of Texas and ensuring no additional cost to the citizens of Maverick County.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Judge Ramsey English Cantu	Jaime A. Iracheta, County Attorney

BACKGROUND/PREVIOUS ACTION:

This will allow the grant to operate as required

COST:	BUDGETED LINE ITEM:
No direct Cost	OLS

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Recommend item for continuation of OLS operations

AGENDA ITEM SPONSOR COMMENTS:

None

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:

See attached Resolution

SUGGESTED MOTION:

APPROVE

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

RESOLUTION

FOR THE SUBMISSION AND OPERATION OF THE OPERATION LONE STAR GRANT ALLOCATED FOR MAVERICK COUNTY

WHEREAS, The Maverick County Commissioners Court finds it in the best interest of the citizens of Maverick County, that the Operation Lone Star Grant allocated for Maverick County be operated for the 2027 fiscal year and thereafter; and

WHEREAS, The Maverick County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Maverick County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Maverick County Commissioners Court designates the Maverick County Judge as the grantee's authorized official, the Maverick County Attorney as the Project Director, and the Maverick County Auditor as the Financial Director. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Maverick County Commissioners Court approves submission of the grant application for Operation Lone Star to the Office of the Governor.

_____ _____

HON. RAMSEY E. CANTU, COUNTY JUDGE SARA MONTEMAYOR, COUNTY CLERK

_____

COMMISSIONER YOLANDA RAMON, PCT 1

_____

COMMISSIONER ROSSANA RIOS, PCT 2

_____

COMISSIONER OLGA RAMOS, PCT 3

_____

COMISSIONER ROBERTO RUIZ, PCT 4

PASSED AND APPROVED THIS ____OF _____ 2026 GRANT NUMBER: 4376306



REGULAR ITEMS

36

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
Next	Discussion and possible action to approve the CEO/Law Enforcement Certification and Assurance Form for Operation Lonestar Grant #43763-06.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Judge Ramsey English Cantu	Jaime A. Iracheta, County Attorney

BACKGROUND/PREVIOUS ACTION:

This will allow the grant to operate as required

COST:	BUDGETED LINE ITEM:
No direct Cost	OLS

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

Recommend item for continuation of OLS operations

AGENDA ITEM SPONSOR COMMENTS:

None

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:

See attached CEO/Law Enforcement Certification and Assurance Form

SUGGESTED MOTION:

APPROVE

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

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Maverick County	**Date:** February 24, 2026
Agency/Department Name: Maverick County	
Name of Chief Executive Officer: County Judge Ramsey English Cantu	
Name of Head of Law Enforcement Agency: County Sheriff Tom Schmerber	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Maverick County ("Grantee") and as head of Maverick County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would:
(1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency



REGULAR ITEMS

37

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to approve contract with Streamline Engineering for On-Call Engineering Services
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: Auditor Office -Planning
BACKGROUND/PREVIOUS ACTION: Commissioners Court awarded this contract.	
COST: None	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

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

STATE OF TEXAS §
§
COUNTY OF MAVERICK §

MASTER PROFESSIONAL SERVICES AGREEMENT
RFQ 25-02 – ON-CALL ENGINEERING

THIS MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Maverick County, ("County"), a body corporate and politic under the laws of the State of Texas, and Streamline Engineering ("Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide to provide on-call professional engineer services for various civil projects in the County("Services") as described on the Consultant's response to RFQ #25-02 (attached hereto as "Exhibit A" and incorporated by reference); and

WHEREAS, Consultant represents that it is qualified and desires to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Consultant agrees to perform Services related to engineering and construction as are requested from time to time by County, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as Exhibit B, issued from time to time by County and accepted by Consultant. Each Work Order shall constitute a separate and independent agreement between Consultant and County.

1.2. Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of Consultant, returned to County and countersigned by County. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by County and Consultant. The Consultant shall review the Work Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Work Order for County's authorization. The County Project Manager may also issue oral Work Orders to which Consultant will respond with a written proposal. Upon receipt of County's written acceptance. The Consultant shall commence the Work as detailed on the Work Order.

1.3. All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and

effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4. Nothing herein shall obligate County to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

1.5. Consultant agrees to execute any and all certificates and/or documents as may reasonably be required by County, provided same is not in conflict with this Contract, unless excepted by Consultant in writing.

1.6. The Consultant shall designate a principal of the firm reasonably satisfactory to the County who shall, for so long as acceptable to the County, oversee Consultant's Services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Agreement. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the County, prior to replacement. Consultant shall designate a full-time employee contact for each Work Order to act as the project Administrator (the "Consultant Project Administrator") issued by and under this Agreement for consultation throughout the Work Order. Any replacement of that Consultant Project Administrator shall be approved in writing (which shall not be unreasonably withheld) by the County, prior to replacement.

1.7. Consultant shall be responsible for the coordination of its Services with those of its Subconsultant, the County, and the County's Consultants. Consultant shall be responsible for the completeness and accuracy of all Work Product submitted by or through Consultant and for its compliance with all applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the Texas Accessibility Standards of the Architectural Barriers Act located at Chapter 469, Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Services. Upon receipt from the County, the Consultant shall review any services or information furnished by the County and the County's Consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the County, the Consultant shall not proceed without written instruction from the County to do so.

2. Term of Agreement.

2.1. This Agreement shall be effective from the date first set forth above and shall continue without action by either Party for a term of one (1) year from the date first set forth above or through completion of the Work for all approved Work Order(s) unless terminated earlier in writing in accordance with Section 12.

2.2. Notwithstanding the foregoing subsection 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Section 12, either Party shall have the right to terminate any Work Order for cause and County shall have the right to terminate any Work Order for convenience.

2.3. Without limiting the generality of the foregoing subsection 2.2, Consultant's obligations under Sections 5, 6, 7, 8, 9, 10, 11, 12, 20, 21, and 22 shall survive the expiration of termination of this Agreement or any Work Order.

3. Compensation and Payment

3.1. County agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of Exhibit C, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2. On or before the tenth day of each calendar month, Consultant shall submit an invoice to County, together with backup documentation required by County and releases and waivers in forms acceptable to County, covering all Services performed under any Work Order by Consultant and its subconsultants, subcontractors and suppliers during the preceding calendar month. Consultant shall separately itemize on each invoice:

(a) each Work Order for which payment is sought;
(b) the amount budgeted for each such Work Order;
(c) the amount of payment requested pursuant to each such Work Order;
(d) the amount previously paid pursuant to each such Work Order;
(e) descriptions of Services performed during the prior month pursuant to each such Work Order; and
(f) the total payment requested by such invoice. Pursuant to The Texas Prompt Pay Act (Tex. Gov't Code Ann. § 2251.021) payments terms are NET thirty (30) days from date of invoice. If County objects to all or any portion of an invoice, it will notify Consultant of the same within twenty-one (21) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall make every effort to settle the disputed portion of the invoice. Interests and Consultant's right to suspend performance will be governed by Texas Prompt Pay Act.

3.3. County shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect County from loss or expected loss because of:

(a) services that are not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;
(b) third party suits, stop notices, claims or liens arising out of Services performed for which Consultant is responsible pursuant to this Agreement and asserted or filed against County or any of its property or portion thereof or improvements thereon provided that Consultant fails to provide County with sufficient evidence that Consultant's insurance is adequate or shall cover the claim(s);
(c) uninsured damage to any Indemnitee (hereinafter defined) which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or
(d) any failure of Consultant to pay any subcontractor, subconsultant, or supplier of Consultant the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. Consultant will not include in its billings to County any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

3.4. Any failure by County to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i)

a waiver of County's right to do so in the future, or (ii) evidence that any of the circumstances identified in subsections 3.3(a)-(d) above have not occurred.

3.5. Consultant agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from County, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by Consultant out of such payment made to Consultant by County. Provided that County is not in breach of its payment obligations hereunder, Consultant shall ensure that the Project site remains free from all liens and claims by its consultants. If County receives notice of a lien claim, or a claim for non-payment, from any of Subconsultants, County may, in its sole discretion, directly pay any such Subconsultant. If County pays the Subconsultant, the amount paid for the claim and any expenses, including reasonable attorneys' fees, incurred by County shall be deducted from Consultant's next payment. Further, provided that County has paid Consultant in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT SHALL DEFEND AND INDEMNIFY COUNTY FROM AND AGAINST ANY CLAIMS FOR PAYMENT ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY AGAINST COUNTY, ITS PROJECT OR PROPERTY OR CONSULTANT.

4. Standard of Care; Coordination of Services; Safety; Cost Estimates; Legal Compliance; Third Party Review

4.1. Pursuant to Texas Local Government Code § 271.904(d), Consultant shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order:

(a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and

(b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineers (collectively, the Consultant's "Standard of Care").

4.2. Consistent with its Standard of Care, Consultant shall:

(a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations;

(b) perform its Services in an efficient manner; and

(c) keep County apprised of the status of Services, coordinate its activities with County, and accommodate other activities of County at sites that Services impact. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3. Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing Services. It is expressly understood and agreed that the County shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons. Provided however, that to the extent such Work Order or Services are to be performed for or on an active construction project, construction contractors of County shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with County. Without assuming any control

over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, Consultant shall notify County if it observes violations of safety regulations or ordinances or quality of work deficiencies by County's construction contractors to the extent Consultant becomes actually aware of same or Consultant should have known if practicing Consultant's Standard of Care. Consultant shall comply with the site safety program and rules established by the construction contractors.

4.4. To the extent that Consultant provides to County any estimate of costs associated with construction, any such estimate shall be developed in accordance with Consultant's Standard of Care, but it is recognized by the Parties that neither Consultant nor County has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from County's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by Consultant.

4.5. Consultant hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, Consultant shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Chapter 176, Texas Local Government Code, Consultant shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Consultant submits this signed Agreement to County. TEC Form CIQ and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/forms/conflict/. If Consultant certifies that there are no Conflicts of Interest, Consultant shall indicate so by writing name of Consultant's firm and "No Conflicts" on the TEC Form CIQ.

(c) If Consultant is a privately held entity, then pursuant to Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC, Consultant shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to County at the time Consultant submits this signed Agreement to County. TEC Form 1295 and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/filinginfo/1295/. Consultant agrees and acknowledges that this Agreement shall be of no force and effect unless and until Consultant has submitted said form to County, if and to the extent such form is required under Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Tex. Gov't Code Ann. § 2274.002, as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary,

parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

(g) As required by Tex. Gov't Code Ann. § 2274.002, Texas Government Code as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.001(3), as amended.

(h) Pursuant to Chapter 2274, Texas Government Code, as amended, and to the extent this Agreement grants to Consultant direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Consultant verifies that neither Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.0101.

4.6. Consultant acknowledges and agrees that projects of County may be subject to review and approval by other third parties. Accordingly, as and when requested by County, Consultant shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7. Consultant does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If County reuses any Work Product without Consultant's specific written verification or adaptation, such reuse will be at the risk of County, without liability to Consultant.

4.8. Approval of the County shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the County's approval be deemed to be the assumption of responsibility by the County for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

4.9. Conflicts of Interest Prohibited. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement or any Work Order. If Consultant maintains or acquires a conflicting interest, any contract or Work Order with the County (including this Agreement) involving Consultant's conflicting interest may be terminated by the County. The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff is placed in a position where, in the reasonable opinion of the County, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the

duties owed to the County under the provisions of the Agreement. The Consultant will disclose to the Authority full particulars of any such conflict of interest which may arise. By means of example only, and not limitation, it shall be a potential conflict of interest if Consultant provides plan review services on any land development, where Consultant has been involved in the preparation of the current or prior plan proposed to be developed in the County to ensure that such conform to codes adopted by the County; or has been involved in the preparation of a plan adjacent or abutting a development for which the County has requested Plan Review Services.

(a) Notice of Potential Conflict. Consultant shall notify County in writing prior to accepting any Work Order, or beginning Services on any assignment or task under a Work Order for which Consultant believes there is or may be an actual or potential conflict of interest due to Engineer's professional services to third parties. If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the County in writing of such conflict. The Consultant shall not receive any compensation, and Consultant waives the same, in connection with any work, Services or other activities of the Consultant for Service provided where a conflict of interest exists, unless notice is provided as required herein. As used herein a conflict of interest.

(b) Termination for Material Conflict. If, in the reasonable judgment of the County after receiving notice required in 4.9(a) or otherwise, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then the County may terminate the Agreement for convenience immediately upon written notice to Consultant; such termination of the Agreement or any Worker shall be effective upon the receipt of such notice by Consultant.

5. Cost Records.

5.1. Consultant shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant shall maintain records of direct costs for which County is charged. County shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. County's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third-party charges only. Except to the extent audit rights are granted to County by applicable law, County shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

6. Ownership of Work Product and Technology.

6.1. All studies, plans, deliverables, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by Consultant, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of County are and shall remain County's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of Consultant, its subconsultants, subcontractors, and/or suppliers ("Consultant Proprietary Information").To this end, Consultant agrees to and does hereby assign, grant, transfer, and convey to County, its successors and assigns, Consultant's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Consultant confirms that County and its successors and assigns shall own Consultant's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other

transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, Consultant hereby grants County a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with County's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of County or otherwise in connection with property or projects in which County has an interest (whether by County or a third party). Consultant shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by Consultant only with respect to the Project in connection with which such Work Product was created and is not to be used on any other project. Consultant and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of County's copyright or other reserved rights. Consultant agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. Consultant shall deliver all copies of the Work Product to County upon the earliest to occur of County's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. Consultant is entitled to retain copies of Work Product for its permanent Project records.

7. Confidential Information.

7.1. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document;

(b) Is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or

(c) Is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

7.2. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in

identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

7.3. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

7.4. In providing all services hereunder, Consultant agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

7.5. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

8. Independent Contractor Relationship.

8.1. In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. Consultant shall not be considered a partner, affiliate, agent, or employee of County and shall in no way have any authority to bind County to any obligation.

9. Warranty Period; Guarantees.

9.1. If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with Consultant's Standard of Care, County, in its sole discretion, may: (1) direct Consultant to re-perform and Consultant shall re-perform such Services at its own expense, and as expediently or in the manner required for County's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and Consultant agrees to pay County's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by County as a result of such default. The obligations of Consultant under this subsection 8.1 are in addition to other rights and remedies of County available to it pursuant to this Agreement or applicable law.

9.2. Consultant agrees to assign County the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by Consultant hereunder and cooperate and assist County in County's enforcement thereof. Consultant's responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of Consultant under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and Consultant makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Consultant shall have no liability to County based upon any theory of liability that any such other warranty was made or breached.

10. Indemnification.

10.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS COMMISSIONERS COURT MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "COUNTY INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY COUNTY INDEMNITEES THAT ARISE FROM OR RELATE TO PERFORMANCE OF THE SERVICES OR THIS AGREEMENT TO THE EXTENT. CONSULTANT'S INDEMNITY OBLIGATIONS SHALL APPLY ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CONSULTANT OR THOSE FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF PROFESSIONAL SERVICES AND IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, AND SHALL BE PROPORTIONATE TO CONSULTANT'S PERCENTAGE OF RESPONSIBILITY AS DETERMINED BY AGREEMENT OR FINAL ADJUDICATION.:

(a) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(b) CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(c) CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING ACTUAL OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(d) DUE TO THE FAILURE OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

(e) OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF THIRD PARTY TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT, OR ANY

OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL.

NOTHING CONTAINED IN THIS SECTION 10.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS COUNTY OR ANY INDEMNITEES FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COUNTY OR INDEMNITEES SUBJECT TO THE LIMITATIONS IN TEX. LOC. GOV'T CODE ANN. § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B). NOTHING IN THIS SECTION 10 IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR COUNTY UNDER TEXAS LAW.

10.2. TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE COUNTY INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 11 HEREOF OR THE COUNTY INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 10.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 10.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE COUNTY INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

10.3. Consultant shall procure liability insurance covering its obligations under this section.

10.4. It is mutually understood and agreed that the indemnification provided for in this section 9 shall survive **for the** applicable statute of limitations and statute of repose under Texas law. survive any expiration, completion or termination of this Agreement. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.5. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Section 9.1, and any Additional Insured requirements under Section 11, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

11. Limitation of Liability.

11.1. SUBJECT TO SECTION 11.2, BELOW, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11.2. EXCLUSIONS FROM WAIVER. NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 11.1 ABOVE, COUNTY AND CONSULTANT MUTUALLY AGREE THAT THE FOLLOWING LIABILITIES, OBLIGATIONS AND DAMAGES ARE SPECIFICALLY EXCLUDED FROM ANY WAIVER OF CONSEQUENTIAL DAMAGES SET FORTH IN SECTION 11.1:

(a) CONSULTANT'S OBLIGATION TO INDEMNIFY OWNER OR OTHER COUNTY INDEMNITEE UNDER SECTION 10.1 FOR CONSEQUENTIAL DAMAGES ARISING OUT OF CLAIMS (A) ASSERTED UNDER SECTION 10.1 AND 10.2 AND (B) SUFFERED BY THIRD PARTIES WITH RESPECT TO CLAIMS COVERED BY CONSULTANT'S INDEMNIFICATION OBLIGATIONS;

(b) A PARTY'S WAIVER IN SECTION 10.1 WILL NOT APPLY TO THE EXTENT ITS EFFECT WOULD BE TO LIMIT THE OBLIGATION OF AN INSURER TO PAY INSURANCE PROCEEDS THAT WOULD, BUT FOR THE OPERATION OF SUCH WAIVER, BE PAYABLE BY THAT INSURER;

(c) ANY DIRECT OR "NON-CONSEQUENTIAL" DAMAGE(S) INCURRED BY OWNER OR CONSULTANT;

(d) COSTS OF CORRECTIVE OR COMPLETION WORK CAUSED BY OR RESULTING FROM THE CONSULTANT'S FAILURE TO COMPLY WITH THE REQUIREMENTS IMPOSED ON THE CONSULTANT

BY THIS AGREEMENT OR ANY WORK ORDERS ISSUED THEREUNDER;

(e) FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY;

(f) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONSULTANT OR ITS SUBCONSULTANTS, THEIR EMPLOYEES OR ANY FOR WHOM THEY ARE RESPONSIBLE.

11.3. THE PARTIES AGREE THAT NEITHER PARTY'S INDIVIDUAL EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS OR PRINCIPALS SHALL BE SUBJECT TO ANY PERSONAL LIABILITY AS A RESULT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY WORK ORDER FOR SERVICES HEREUNDER, EXCEPT AS REQUIRED UNDER CHAPTER 1051, TEXAS OCCUPATIONS CODE. IN CASES INVOLVING THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COUNTY'S, OR CONSULTANT'S EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS, OR PRINCIPALS, THE FOREGOING LIMITATION SHALL NOT APPLY AND THE OTHER PARTY SHALL BE ENTITLED TO ALL AVAILABLE REMEDIES AT LAW OR IN EQUITY.

11.4. TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, CONSULTANT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL WORK ORDERS (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF (I) THE TOTAL FEES PAID TO CONSULTANT UNDER THE APPLICABLE WORK ORDER GIVING RISE TO THE CLAIM, OR (II) THE LIMITS OF CONSULTANT'S PROFESSIONAL LIABILITY INSURANCE REQUIRED BY THIS AGREEMENT. THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING FROM CONSULTANT'S **GROSS NEGLIGENCE OR WILLFUL MISCONDUCT**.

12. Insurance.

12.1. General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below.

Each Subconsultant must provide Worker's Compensation/Employer's liability, Professional Liability, CGL, and Automobile Liability coverage with equal limits as Consultant; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each Subconsultant's operations but, if such adjustment is requested, it must be submitted to County for approval before the Consultant enters into an agreement or any work commences under the agreement in question.

During the term of the Agreement Consultant's insurance policies shall meet the minimum requirements of this section.

12.2. Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.

(b) Business Automobile Liability.

(c) Workers Compensation/Employer's Liability

(d) Professional Liability.

12.3. Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the County, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the County, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the County pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the County's Representative at the time of execution of this Agreement (attached hereto as "Exhibit D" and incorporated by reference), and approved by the County before any letter of authorization to commence planning will

issue or any work on the Project commences.

12.4. General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.

(b) Deductibles shall be listed on the Certificate of Insurance.

(c) "Claims made" policies will not be accepted, except for Professional Liability insurance.

(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the Maverick County.

(e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

(f) Additional Insured Status. To the fullest extent permitted under Texas law County, and Indemnitees, shall be included as additional insureds on each CGL policy procured by Consultants and Subconsultants using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage. Such parties shall also be included as additional insureds on all other policies procured by Consultant and Subconsultants except Worker's Compensation/Employer's Liability and Professional Liability with endorsements approved by County. Notwithstanding anything to the contrary, such additional insured coverage shall not exceed that allowed under Texas law.

12.5. Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $1,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

(e) The County shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

12.6. Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A.M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

(e) The County shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

12.7. Workers' Compensation/Employers Liability Insurance Requirements. The following

Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "Consultant' as identified in this Agreement:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/employer's liability insurance shall include the following terms:

(c) Employer's Liability limits of $1,000,000 for each accident is required.

(d) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

(e) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(f) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

  (i) Definitions:

    (A) Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

    (B) Duration of the Project – includes the time from the beginning of the work on the Project until the Consultant's/person's work on the project has been completed and accepted by the governmental entity.

    (C) Persons providing services on the project ("subcontractors" Tex. Lab. Code Ann. § 406.096) – includes all persons or entities performing all or part of the services the Agreement or has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, subconsultants, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

  (ii) The Consultant shall provide coverage, based on proper reporting of classification

codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Tex. Labor Code Ann. § 401.011(44) for all employees of the Consultant providing services on the project, for the duration of the project.

(iii) The Consultant must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

(iv) If the coverage period shown on the Consultant's current certificate of coverage ends during the duration of the Project, the Consultant must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

(v) The Consultant shall obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven calendar days after receipt by the Consultant, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(vi) The Consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(vii) The Consultant shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Consultant knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

(viii) The Consultant shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(ix) The Consultant shall contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Tex. Labor Code Ann. § 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(B) provide to the Consultant, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(C) provide the Consultant, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(D) obtain from each other person with whom it contracts, and provide to the Consultant:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(3) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(4) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(5) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

(6) By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Consultant is representing to the governmental entity that all employees of the Consultant who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(7) The Consultant's failure to comply with any of these provisions is a breach of Contract by the Consultant that entitles the governmental entity to declare the Contract void if the Consultant does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

12.8. Professional Liability Requirements. The following Professional Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the County when requested.

(c) Professional liability coverage will be obtained and maintained by Consultant and Subconsultant with policy limits set forth above to insure from and against all negligent acts, errors, and omissions in the professional services performed by them, and their agents, representatives, employees, subcontractors, and subconsultants. Coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project Professional Liability coverage shall be maintained on terms commercially available to the Consultant in the Texas marketplace. Consultant shall not be required to obtain coverage endorsements that are not commercially available or are available only at unreasonable premium. Consultant shall provide County evidence of coverage and any material exclusions upon request.. Consultant shall maintain Professional Liability insurance during the term of this Agreement and for two (2) years following completion or termination of the applicable Work Order, or such longer period as Consultant may maintain in the ordinary course of business.. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

13. Changes; Termination For Convenience; Termination For Cause.

13.1. County may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no

fault of Consultant, shall impact Consultant's compensation or schedule, then (a) such changes shall be authorized by written change order issued by County and accepted by Consultant, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

13.2. County may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, County shall have the right but not the obligation to assume all obligations and commitments that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and County shall pay Consultant, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided County has pre-approved such costs. Consultant shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, Consultant shall invoice County for all services performed by Consultant prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by County and County's receipt of all Work Product. Consultant shall include a similar provision allowing for termination for convenience on similar terms in all its lower-tier subcontracts.

13.3. This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that County terminates this Agreement or any Work Order for cause, Consultant shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to County's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, Consultant is declared in default and/or terminated by County under any Work Order with County, County shall have the right to offset and apply any amounts which might be owed to County by Consultant against any earned but unpaid amounts owed to Consultant by County under any Work Order. In the event any Work Order is terminated by County, Consultant shall promptly deliver to County all Work Product with respect to such terminated Work Order.

13.4. The County may, without cause, order the Consultant in writing to suspend, delay, or interrupt this Agreement or any Work Order in whole or in part for such period of time as the County may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue Services on the date and to the extent specified in the notice. The Consultant shall be compensated for Services performed prior to notice of such suspension. When the services under this Contract are resumed, the Consultant shall be compensated for expenses directly and necessarily incurred in the interruption and resumption of the Consultant's services, without markup.

14. Notices.

14.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

14.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Maverick County

Attn: County Judge
_____, Eagle Pass, TX _____

With a copy to: _____
Attn: _____
_____, Eagle Pass, TX _____

Consultant: _____
Attn: _____

14.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

(a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

15. Force Majeure.

15.1. Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of Consultant contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by Consultant and (ii) prevents the performance of Services.

15.2. If Consultant is affected by Force Majeure, Consultant shall promptly provide notice to County, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five (5) days after Consultant first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on Consultant's ability to communicate with County. Consultant shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

16. Successors, Assignment and Subcontracting.

16.1. County and Consultant bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

16.2. No right or interest in this Agreement or any Work Order shall be assigned by Consultant or County without the prior written consent of the other Party.

16.3. Prior to commencement of any part of the Services to be provided under any Work Order with respect to which Consultant has elected to subcontract, Consultant will notify County in writing of the identity of the particular subcontractor, subconsultant or supplier Consultant intends to employ for the performance of such part of the Services and the scope of Services it will perform. County shall have the right within twenty-one (21) calendar days of such written notice to disallow Consultant's employment of any particular subcontractor,

subconsultant or supplier, provided that any reasonable additional costs incurred by Consultant as a result of such disallowance shall be borne by County.

17. Severability; Non-Waiver.

17.1. If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect. The Parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the Parties.

17.2. Failure by County in any instance to insist upon observance or performance by Consultant of any term, condition or obligation of this Agreement shall not be deemed a waiver by County of any such observance or performance. No waiver by County of any term, condition, obligation or breach of this Agreement will be binding upon County unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by County to Consultant with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

18. License Requirements.

18.1. The Consultant and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

19. Entire Agreement.

19.1. This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

20. Governing Law; Venue.

20.1. This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Maverick County, Texas.

21. Dispute Resolution.

21.1. Each party to this Agreement is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable to perform under the circumstances.

21.2. Before invoking mediation or any other alternative dispute process set forth herein, the parties to this Agreement agree they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute to the other, then the parties shall proceed with mediation alternative dispute resolution process contained herein. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

21.3. In the event that County or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

(a) Request for mediation shall be in writing and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon the written agreement of both parties.

(b) In the event County and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this Section 19 shall be deemed to have occurred.

(c) The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Maverick County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

(d) Consultant and County expressly agree that, in the event of litigation, both parties waive rights to payment of attorneys' fees that might otherwise be recoverable pursuant to Chapter 38, Texas Civil Practice and Remedies Code and Tex. Loc. Gov't Code Ann. § 271.153, the Prompt Payment Act, common law or any other provision for payment of Attorneys' fees.

(e) Notwithstanding the foregoing, in the event County and any other consultant and/or any contractor are involved in a dispute in connection with a project for which Consultant has provided Services, and County, in its sole discretion, determines that Consultant's participation in any dispute resolution meeting or mediation proceeding between County and any such consultant and/or contractor is necessary to the resolution of such dispute, Consultant agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

21.4. Notwithstanding the foregoing, before bringing an action asserting a claim for a construction defect as provided by Tex. Gov't Code Ann. §§ 2272.001 et seq., as amended, County shall provide Consultant a written report by certified mail, return receipt requested, that clearly: identifies the specific construction defect on which the claim is based; describes the present physical condition of the affected structure; and describes any modification, maintenance, or repairs to the affected structure made by County or others since the affected structure was initially occupied or used. Not later than the five (5) days after the date Consultant receives a report under this section, Consultant must provide a copy of the report to each subcontractor/subconsultant retained on the construction of the affected structure whose work is subject to the claim.

21.5. Before bringing an action asserting a claim under Chapter 2272, Texas Government Code, County shall allow each party with under this Agreement with County is subject to the claim and any known subcontractor/subconsultant or supplier who is subject to the claim:

(a) a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of thirty (30) days after sending the report required by Section 21.4; and

(b) at least 120 days after the inspection to:

(i) correct any construction defect or related condition identified in the report; or

(ii) enter into a separate agreement with County to correct any construction defect or related condition identified in the report.

(c) County is not required to allow a party to make a correction or repair under this section

21.5 if:

(i) the party:
  (A) is a contractor and cannot provide payment and performance bonds to cover the corrective work;
  (B) cannot provide liability insurance or workers' compensation insurance;
  (C) has been previously terminated for cause by the County; or
  (D) has been convicted of a felony; or

(ii) the County previously complied with the process required by Subsection (a) regarding a construction defect or related condition identified in the report and:
  (A) the defect or condition was not corrected as required by Subsection 21.5(b)(i) or an agreement under Subsection 21.5(b)(ii) or
  (B) the attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.

(iii) If a report provided by County under Section 21.4 identifies a construction defect that is corrected under Section 21.5 or for which the County recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by the County to obtain the report with respect to identification of that construction defect.

21.6. This Section 21 does not prohibit or limit the County from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public.

22. Electronic Signatures; Counterparts.

22.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of County, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of County regarding electronic signatures shall apply.

23. Publicity.

23.1. Neither Consultant nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of County, unless such materials have first been reviewed and approved in writing by County. This provision shall not apply to mandatory reports which Consultant or its subconsultants are required by law to file with governmental authorities.

24. General Terms.

24.1. Cumulative Mutual Remedies. In the event of default by a Party herein, the other Party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

24.2. State or Federal Laws. This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction. The Consultant must

obtain all necessary permits and licenses required in completing the services required by this Contract.

24.3. No Third-Party Beneficiary. The Parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

24.4. Captions. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

24.5. Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

MAVERICK COUNTY	**STREAMLINE ENGINEERING**
_____	_____
Ramsey English-Cantu, County Judge	Authorized Agent – Signature
_____	_____
Date	Authorized Agent- Printed Name
ATTEST:	_____
	Title
_____	
_____, County Clerk	_____
	Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____to accomplish and pay the obligation of Maverick County under this contract.

_____
Gloria Barrientos, County Auditor

Exhibit A

Exhibit B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, between the County and Consultant effective_____, 20_.

Work Order Date: _____

Consultant: _____

Consultant Project Manager: _____

County Point of Contact: _____

Type of Compensation: _____

Compensation: _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

MAVERICK COUNTY	**[CONSULTANT]**
_____	_____
Ramsey English-Cantu, County Judge	Name:_____
	Title: _____
_____	_____
Date	Title
ATTEST:	_____
	Date
_____	
_____, County Clerk	

Exhibit C

Compensation terms for cost reimbursable and lump sum Services:

A.1. Compensation Based On Cost With Multiplier

For professional and non-professional staff, County will compensate Consultant on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as Administrator, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) Raw Salary Multipliers

- X.XX for professional and non-professional staff working at Consultant or its subcontractor, subconsultant, or vendor offices.
- X.XX for professional and non-professional staff working in the field during construction or at County offices for a minimum period of six (6) consecutive months.
- X.XX for construction inspectors working in the field.

(b) Expenses

"Billable Expenses" include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). "Billable Expenses" include: subconsultants; travel expenses to and from locations outside Maverick County; and copies of all deliverables submitted to County. All local vehicle use outside Maverick County will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. Lump Sum Compensation

County will compensate Consultant on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. County may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. Consultant will submit and County will pay monthly invoices based on the mutually agreed upon percentage of the Project completed.

Exhibit D
Certificate of Insurance



REGULAR ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to approve contract with Triun, LLC for On-Call Engineering Services
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: Auditor Office -Planning
BACKGROUND/PREVIOUS ACTION: Commissioners Court awarded this contract.	
COST: None	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

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

STATE OF TEXAS §
§
COUNTY OF MAVERICK §

MASTER PROFESSIONAL SERVICES AGREEMENT
RFQ 25-02 – ON-CALL ENGINEERING

THIS MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Maverick County, ("County"), a body corporate and politic under the laws of the State of Texas, and TRIUN, LLC ("Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide to provide on-call professional engineer services for various civil projects in the County("Services") as described on the Consultant's response to RFQ #25-02 (attached hereto as "Exhibit A" and incorporated by reference); and

WHEREAS, Consultant represents that it is qualified and desires to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Consultant agrees to perform Services related to Engineering and Construction related services as are requested from time to time by County, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as Exhibit B, issued from time to time by County and accepted by Consultant. Each Work Order shall constitute a separate and independent agreement between Consultant and County.

1.2. Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of Consultant, returned to County and countersigned by County. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by County and Consultant. The Consultant shall review the Work Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Work Order for County's authorization. The County Project Manager may also issue oral Work Orders to which Consultant will respond with a written proposal. Upon receipt of County's written acceptance. The Consultant shall commence the Work as detailed on the Work Order.

1.3. All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and

effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4. Nothing herein shall obligate County to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

1.5. Consultant agrees to execute any and all certificates and/or documents as may reasonably be required by County, provided same is not in conflict with this Contract, unless excepted by Consultant in writing.

1.6. The Consultant shall designate a principal of the firm reasonably satisfactory to the County who shall, for so long as acceptable to the County, oversee Consultant's Services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Agreement. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the County, prior to replacement. Consultant shall designate a full-time employee contact for each Work Order to act as the project Administrator (the "Consultant Project Administrator") issued by and under this Agreement for consultation throughout the Work Order. Any replacement of that Consultant Project Administrator shall be approved in writing (which shall not be unreasonably withheld) by the County, prior to replacement.

1.7. Consultant shall be responsible for the coordination of its Services with those of its Subconsultant, the County, and the County's Consultants. Consultant shall be responsible for the completeness and accuracy of all Work Product submitted by or through Consultant and for its compliance with all applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the Texas Accessibility Standards of the Architectural Barriers Act located at Chapter 469, Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Services. Upon receipt from the County, the Consultant shall review any services or information furnished by the County and the County's Consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the County, the Consultant shall not proceed without written instruction from the County to do so.

2. Term of Agreement.

2.1. This Agreement shall be effective from the date first set forth above and shall continue without action by either Party for a term of one (1) year from the date first set forth above or through completion of the Work for all approved Work Order(s) unless terminated earlier in writing in accordance with Section 12.

2.2. Notwithstanding the foregoing subsection 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Section 12, either Party shall have the right to terminate any Work Order for cause and County shall have the right to terminate any Work Order for convenience.

2.3. Without limiting the generality of the foregoing subsection 2.2, Consultant's obligations under Sections 5, 6, 7, 8, 9, 10, 11, 12, 20, 21, and 22 shall survive the expiration of termination of this Agreement or any Work Order.

3. Compensation and Payment

3.1. County agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of Exhibit C, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2. On or before the tenth day of each calendar month, Consultant shall submit an invoice to County, together with backup documentation required by County and releases and waivers in forms acceptable to County, covering all Services performed under any Work Order by Consultant and its subconsultants, subcontractors and suppliers during the preceding calendar month. Consultant shall separately itemize on each invoice:

(a) each Work Order for which payment is sought;
(b) the amount budgeted for each such Work Order;
(c) the amount of payment requested pursuant to each such Work Order;
(d) the amount previously paid pursuant to each such Work Order;
(e) descriptions of Services performed during the prior month pursuant to each such Work Order; and
(f) the total payment requested by such invoice. Pursuant to The Texas Prompt Pay Act (Tex. Gov't Code Ann. § 2251.021) payments terms are NET thirty (30) days from date of invoice. If County objects to all or any portion of an invoice, it will notify Consultant of the same within twenty-one (21) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall make every effort to settle the disputed portion of the invoice. Interests and Consultant's right to suspend performance will be governed by Texas Prompt Pay Act.

3.3. County shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect County from loss or expected loss because of:

(a) services that are not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;
(b) third party suits, stop notices, claims or liens arising out of Services performed for which Consultant is responsible pursuant to this Agreement and asserted or filed against County or any of its property or portion thereof or improvements thereon provided that Consultant fails to provide County with sufficient evidence that Consultant's insurance is adequate or shall cover the claim(s);
(c) uninsured damage to any Indemnitee (hereinafter defined) which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or
(d) any failure of Consultant to pay any subcontractor, subconsultant, or supplier of Consultant the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. Consultant will not include in its billings to County any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

3.4. Any failure by County to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i)

a waiver of County's right to do so in the future, or (ii) evidence that any of the circumstances identified in subsections 3.3(a)-(d) above have not occurred.

3.5. Consultant agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from County, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by Consultant out of such payment made to Consultant by County. Provided that County is not in breach of its payment obligations hereunder, Consultant shall ensure that the Project site remains free from all liens and claims by its consultants. If County receives notice of a lien claim, or a claim for non-payment, from any of Subconsultants, County may, in its sole discretion, directly pay any such Subconsultant. If County pays the Subconsultant, the amount paid for the claim and any expenses, including reasonable attorneys' fees, incurred by County shall be deducted from Consultant's next payment. Further, provided that County has paid Consultant in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT SHALL DEFEND AND INDEMNIFY COUNTY FROM AND AGAINST ANY CLAIMS FOR PAYMENT ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY AGAINST COUNTY, ITS PROJECT OR PROPERTY OR CONSULTANT.

4. Standard of Care; Coordination of Services; Safety; Cost Estimates; Legal Compliance; Third Party Review

4.1. Pursuant to Texas Local Government Code § 271.904(d), Consultant shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order:

(a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and

(b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineers (collectively, the Consultant's "Standard of Care").

4.2. Consistent with its Standard of Care, Consultant shall:

(a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations;

(b) perform its Services in an efficient manner; and

(c) keep County apprised of the status of Services, coordinate its activities with County, and accommodate other activities of County at sites that Services impact. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3. Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing Services. It is expressly understood and agreed that the County shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons. Provided however, that to the extent such Work Order or Services are to be performed for or on an active construction project, construction contractors of County shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with County. Without assuming any control

over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, Consultant shall notify County if it observes violations of safety regulations or ordinances or quality of work deficiencies by County's construction contractors to the extent Consultant becomes actually aware of same or Consultant should have known if practicing Consultant's Standard of Care. Consultant shall comply with the site safety program and rules established by the construction contractors.

4.4. To the extent that Consultant provides to County any estimate of costs associated with construction, any such estimate shall be developed in accordance with Consultant's Standard of Care, but it is recognized by the Parties that neither Consultant nor County has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from County's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by Consultant.

4.5. Consultant hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, Consultant shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Chapter 176, Texas Local Government Code, Consultant shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Consultant submits this signed Agreement to County. TEC Form CIQ and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/forms/conflict/. If Consultant certifies that there are no Conflicts of Interest, Consultant shall indicate so by writing name of Consultant's firm and "No Conflicts" on the TEC Form CIQ.

(c) If Consultant is a privately held entity, then pursuant to Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC, Consultant shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to County at the time Consultant submits this signed Agreement to County. TEC Form 1295 and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/filinginfo/1295/. Consultant agrees and acknowledges that this Agreement shall be of no force and effect unless and until Consultant has submitted said form to County, if and to the extent such form is required under Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Tex. Gov't Code Ann. § 2274.002, as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary,

parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

(g) As required by Tex. Gov't Code Ann. § 2274.002, Texas Government Code as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.001(3), as amended.

(h) Pursuant to Chapter 2274, Texas Government Code, as amended, and to the extent this Agreement grants to Consultant direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Consultant verifies that neither Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.0101.

4.6. Consultant acknowledges and agrees that projects of County may be subject to review and approval by other third parties. Accordingly, as and when requested by County, Consultant shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7. Consultant does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If County reuses any Work Product without Consultant's specific written verification or adaptation, such reuse will be at the risk of County, without liability to Consultant.

4.8. Approval of the County shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the County's approval be deemed to be the assumption of responsibility by the County for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

4.9. Conflicts of Interest Prohibited. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement or any Work Order. If Consultant maintains or acquires a conflicting interest, any contract or Work Order with the County (including this Agreement) involving Consultant's conflicting interest may be terminated by the County. The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff is placed in a position where, in the reasonable opinion of the County, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the

duties owed to the County under the provisions of the Agreement. The Consultant will disclose to the Authority full particulars of any such conflict of interest which may arise. By means of example only, and not limitation, it shall be a potential conflict of interest if Consultant provides plan review services on any land development, where Consultant has been involved in the preparation of the current or prior plan proposed to be developed in the County to ensure that such conform to codes adopted by the County; or has been involved in the preparation of a plan adjacent or abutting a development for which the County has requested Plan Review Services.

(a) Notice of Potential Conflict. Consultant shall notify County in writing prior to accepting any Work Order, or beginning Services on any assignment or task under a Work Order for which Consultant believes there is or may be an actual or potential conflict of interest due to Engineer's professional services to third parties. If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the County in writing of such conflict. The Consultant shall not receive any compensation, and Consultant waives the same, in connection with any work, Services or other activities of the Consultant for Service provided where a conflict of interest exists, unless notice is provided as required herein. As used herein a conflict of interest.

(b) Termination for Material Conflict. If, in the reasonable judgment of the County after receiving notice required in 4.9(a) or otherwise, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then the County may terminate the Agreement for convenience immediately upon written notice to Consultant; such termination of the Agreement or any Worker shall be effective upon the receipt of such notice by Consultant.

5. Cost Records.

5.1. Consultant shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant shall maintain records of direct costs for which County is charged. County shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. County's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third-party charges only. Except to the extent audit rights are granted to County by applicable law, County shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

6. Ownership of Work Product and Technology.

6.1. All studies, plans, deliverables, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by Consultant, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of County are and shall remain County's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of Consultant, its subconsultants, subcontractors, and/or suppliers ("Consultant Proprietary Information"). To this end, Consultant agrees to and does hereby assign, grant, transfer, and convey to County, its successors and assigns, Consultant's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Consultant confirms that County and its successors and assigns shall own Consultant's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other

transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, Consultant hereby grants County a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with County's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of County or otherwise in connection with property or projects in which County has an interest (whether by County or a third party). Consultant shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by Consultant only with respect to the Project in connection with which such Work Product was created and is not to be used on any other project. Consultant and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of County's copyright or other reserved rights. Consultant agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. Consultant shall deliver all copies of the Work Product to County upon the earliest to occur of County's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. Consultant is entitled to retain copies of Work Product for its permanent Project records.

7. Confidential Information.

7.1. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document;

(b) Is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or

(c) Is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

7.2. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in

identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

7.3. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

7.4. In providing all services hereunder, Consultant agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

7.5. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

8. Independent Contractor Relationship.

8.1. In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. Consultant shall not be considered a partner, affiliate, agent, or employee of County and shall in no way have any authority to bind County to any obligation.

9. Warranty Period; Guarantees.

9.1. If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with Consultant's Standard of Care, County, in its sole discretion, may: (1) direct Consultant to re-perform and Consultant shall re-perform such Services at its own expense, and as expediently or in the manner required for County's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and Consultant agrees to pay County's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by County as a result of such default. The obligations of Consultant under this subsection 8.1 are in addition to other rights and remedies of County available to it pursuant to this Agreement or applicable law.

9.2. Consultant agrees to assign County the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by Consultant hereunder and cooperate and assist County in County's enforcement thereof. Consultant's responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of Consultant under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and Consultant makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Consultant shall have no liability to County based upon any theory of liability that any such other warranty was made or breached.

10. Indemnification.

10.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS COMMISSIONERS COURT MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "COUNTY INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY COUNTY INDEMNITEES THAT ARISE FROM OR RELATE TO PERFORMANCE OF THE SERVICES OR THIS AGREEMENT TO THE EXTENT:

(a) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(b) CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(c) CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING ACTUAL OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(d) DUE TO THE FAILURE OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

(e) OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF THIRD PARTY TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL.

NOTHING CONTAINED IN THIS SECTION 10.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS COUNTY OR ANY INDEMNITEES FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COUNTY OR INDEMNITEES SUBJECT TO THE LIMITATIONS IN TEX. LOC. GOV'T CODE ANN. § 271.904 AND

TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B). NOTHING IN THIS SECTION 10 IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR COUNTY UNDER TEXAS LAW.

10.2. TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE COUNTY INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 11 HEREOF OR THE COUNTY INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 10.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 10.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE COUNTY INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

10.3. Consultant shall procure liability insurance covering its obligations under this section.

10.4. It is mutually understood and agreed that the indemnification provided for in this section 9 shall indefinitely survive any expiration, completion or termination of this Agreement. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.5. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Section 9.1, and any Additional Insured requirements under Section 11, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

11. Limitation of Liability.

11.1. SUBJECT TO SECTION 11.2, BELOW, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11.2. EXCLUSIONS FROM WAIVER. NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 11.1 ABOVE, COUNTY AND CONSULTANT MUTUALLY AGREE THAT THE FOLLOWING LIABILITIES, OBLIGATIONS AND DAMAGES ARE SPECIFICALLY EXCLUDED FROM ANY WAIVER OF CONSEQUENTIAL DAMAGES SET FORTH IN SECTION 11.1:

(a) CONSULTANT'S OBLIGATION TO INDEMNIFY OWNER OR OTHER COUNTY INDEMNITEE UNDER SECTION 10.1 FOR CONSEQUENTIAL DAMAGES ARISING OUT OF CLAIMS (A) ASSERTED UNDER SECTION 10.1 AND 10.2 AND (B) SUFFERED BY THIRD PARTIES WITH RESPECT TO CLAIMS COVERED BY CONSULTANT'S INDEMNIFICATION OBLIGATIONS;

(b) A PARTY'S WAIVER IN SECTION 10.1 WILL NOT APPLY TO THE EXTENT ITS EFFECT WOULD BE TO LIMIT THE OBLIGATION OF AN INSURER TO PAY INSURANCE PROCEEDS THAT WOULD, BUT FOR THE OPERATION OF SUCH WAIVER, BE PAYABLE BY THAT INSURER;

(c) ANY DIRECT OR "NON-CONSEQUENTIAL" DAMAGE(S) INCURRED BY OWNER OR CONSULTANT;

(d) COSTS OF CORRECTIVE OR COMPLETION WORK CAUSED BY OR RESULTING FROM THE CONSULTANT'S FAILURE TO COMPLY WITH THE REQUIREMENTS IMPOSED ON THE CONSULTANT BY THIS AGREEMENT OR ANY WORK ORDERS ISSUED THEREUNDER;

(e) FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY;

(f) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONSULTANT OR ITS SUBCONSULTANTS, THEIR EMPLOYEES OR ANY FOR WHOM THEY ARE RESPONSIBLE.

11.3. THE PARTIES AGREE THAT NEITHER PARTY'S INDIVIDUAL EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS OR PRINCIPALS SHALL BE SUBJECT TO ANY PERSONAL LIABILITY AS A RESULT

OF OR IN CONNECTION WITH THE AGREEMENT OR ANY WORK ORDER FOR SERVICES HEREUNDER, EXCEPT AS REQUIRED UNDER CHAPTER 1051, TEXAS OCCUPATIONS CODE. IN CASES INVOLVING THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COUNTY'S, OR CONSULTANT'S EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS, OR PRINCIPALS, THE FOREGOING LIMITATION SHALL NOT APPLY AND THE OTHER PARTY SHALL BE ENTITLED TO ALL AVAILABLE REMEDIES AT LAW OR IN EQUITY.

12. Insurance.

12.1. General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below.

Each Subconsultant must provide Worker's Compensation/Employer's liability, Professional Liability, CGL, and Automobile Liability coverage with equal limits as Consultant; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each Subconsultant's operations but, if such adjustment is requested, it must be submitted to County for approval before the Consultant enters into an agreement or any work commences under the agreement in question.

During the term of the Agreement Consultant's insurance policies shall meet the minimum requirements of this section.

12.2. Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.
(b) Business Automobile Liability.
(c) Workers Compensation/Employer's Liability
(d) Professional Liability.

12.3. Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the County, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the County, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the County pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the County's Representative at the time of execution of this Agreement (attached hereto as "Exhibit D" and incorporated by reference), and approved by the County before any letter of authorization to commence planning will issue or any work on the Project commences.

12.4. General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
(b) Deductibles shall be listed on the Certificate of Insurance.
(c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the Maverick County.
(e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

(f) Additional Insured Status. To the fullest extent permitted under Texas law County, and Indemnitees, shall be included as additional insureds on each CGL policy procured by Consultants and Subconsultants using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage. Such parties shall also be included as additional insureds on all other policies procured by Consultant and Subconsultants except Worker's Compensation/Employer's Liability and Professional Liability with endorsements approved by County. Notwithstanding anything to the contrary, such additional insured coverage shall not exceed that allowed under Texas law.

12.5. Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $1,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

(e) The County shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

12.6. Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A.M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

(e) The County shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

12.7. Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "Consultant' as identified in this Agreement:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/employer's liability insurance shall include the following terms:

(c) Employer's Liability limits of $1,000,000 for each accident is required.

(d) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

(e) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(f) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

  (i) Definitions:

    (A) Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

    (B) Duration of the Project – includes the time from the beginning of the work on the Project until the Consultant's/person's work on the project has been completed and accepted by the governmental entity.

    (C) Persons providing services on the project ("subcontractors" Tex. Lab. Code Ann. § 406.096) – includes all persons or entities performing all or part of the services the Agreement or has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, subconsultants, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

  (ii) The Consultant shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Tex. Labor Code Ann. § 401.011(44) for all employees of the Consultant providing services on the project, for the duration of the project.

  (iii) The Consultant must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

  (iv) If the coverage period shown on the Consultant's current certificate of coverage ends during the duration of the Project, the Consultant must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

  (v) The Consultant shall obtain from each person providing services on a project, and provide to the governmental entity:

    (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for

all persons providing services on the project; and

(B) no later than seven calendar days after receipt by the Consultant, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(vi) The Consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(vii) The Consultant shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Consultant knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

(viii) The Consultant shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(ix) The Consultant shall contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Tex. Labor Code Ann. § 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(B) provide to the Consultant, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(C) provide the Consultant, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(D) obtain from each other person with whom it contracts, and provide to the Consultant:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(3) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(4) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(5) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

(6) By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Consultant is representing to the governmental entity that all employees of the Consultant who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the

appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(7) The Consultant's failure to comply with any of these provisions is a breach of Contract by the Consultant that entitles the governmental entity to declare the Contract void if the Consultant does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

12.8. Professional Liability Requirements. The following Professional Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum of $1,000,000 per claim and $1,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the County when requested.

(c) Professional liability coverage will be obtained and maintained by Consultant and Subconsultant with policy limits set forth above to insure from and against all negligent acts, errors, and omissions in the professional services performed by them, and their agents, representatives, employees, subcontractors, and subconsultants. Coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project. Policies shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subconsultants; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; or (vi) design services. All policies shall be maintained until all claims arising out of the services provided by each entity are barred by the statute of repose under Texas law. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

13. Changes; Termination For Convenience; Termination For Cause.

13.1. County may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of Consultant, shall impact Consultant's compensation or schedule, then (a) such changes shall be authorized by written change order issued by County and accepted by Consultant, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

13.2. County may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, County shall have the right but not the obligation to assume all obligations and commitments that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and County shall pay Consultant, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided County has pre-approved such costs. Consultant shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, Consultant shall invoice County for all services performed by Consultant prior

to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by County and County's receipt of all Work Product. Consultant shall include a similar provision allowing for termination for convenience on similar terms in all its lower-tier subcontracts.

13.3. This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that County terminates this Agreement or any Work Order for cause, Consultant shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to County's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, Consultant is declared in default and/or terminated by County under any Work Order with County, County shall have the right to offset and apply any amounts which might be owed to County by Consultant against any earned but unpaid amounts owed to Consultant by County under any Work Order. In the event any Work Order is terminated by County, Consultant shall promptly deliver to County all Work Product with respect to such terminated Work Order.

13.4. The County may, without cause, order the Consultant in writing to suspend, delay, or interrupt this Agreement or any Work Order in whole or in part for such period of time as the County may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue Services on the date and to the extent specified in the notice. The Consultant shall be compensated for Services performed prior to notice of such suspension. When the services under this Contract are resumed, the Consultant shall be compensated for expenses directly and necessarily incurred in the interruption and resumption of the Consultant's services, without markup.

14. Notices.

14.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

14.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Maverick County
Attn: County Judge
500 Quarry St., Eagle Pass, TX 78852

With a copy to: _____
Attn: _____
_____, Eagle Pass, TX _____

Consultant: TRIUN, LLC
Attn: Edward R. De La Garza, CEO
4242 Medical Drive, Suite 1200
San Antonio, TX 78229

14.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

(a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally

recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannotbe delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

15. Force Majeure.

15.1. Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of Consultant contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by Consultant and (ii) prevents the performance of Services.

15.2. If Consultant is affected by Force Majeure, Consultant shall promptly provide notice to County, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five (5) days after Consultant first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on Consultant's ability to communicate with County. Consultant shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

16. Successors, Assignment and Subcontracting.

16.1. County and Consultant bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

16.2. No right or interest in this Agreement or any Work Order shall be assigned by Consultant or County without the prior written consent of the other Party.

16.3. Prior to commencement of any part of the Services to be provided under any Work Order with respect to which Consultant has elected to subcontract, Consultant will notify County in writing of the identity of the particular subcontractor, subconsultant or supplier Consultant intends to employ for the performance of such part of the Services and the scope of Services it will perform. County shall have the right within twenty-one (21) calendar days of such written notice to disallow Consultant's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by Consultant as a result of such disallowance shall be borne by County.

17. Severability; Non-Waiver.

17.1. If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect. The Parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the Parties.

17.2. Failure by County in any instance to insist upon observance or performance by Consultant of any term, condition or obligation of this Agreement shall not be deemed a waiver by County of any such observance or performance. No waiver by County of any term, condition,

obligation or breach of this Agreement will be binding upon County unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by County to Consultant with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

18. License Requirements.

18.1. The Consultant and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

19. Entire Agreement.

19.1. This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

20. Governing Law; Venue.

20.1. This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Maverick County, Texas.

21. Dispute Resolution.

21.1. Each party to this Agreement is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable to perform under the circumstances.

21.2. Before invoking mediation or any other alternative dispute process set forth herein, the parties to this Agreement agree they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute to the other, then the parties shall proceed with mediation alternative dispute resolution process contained herein. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

21.3. In the event that County or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

(a) Request for mediation shall be in writing and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon the written agreement of both parties.

(b) In the event County and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this Section 19 shall be deemed to have occurred.

(c) The parties shall share the mediator’s fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Travis County, Texas. Any

agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

(d) Consultant and County expressly agree that, in the event of litigation, both parties waive rights to payment of attorneys' fees that might otherwise be recoverable pursuant to Chapter 38, Texas Civil Practice and Remedies Code and Tex. Loc. Gov't Code Ann. § 271.153, the Prompt Payment Act, common law or any other provision for payment of Attorneys' fees.

(e) Notwithstanding the foregoing, in the event County and any other consultant and/or any contractor are involved in a dispute in connection with a project for which Consultant has provided Services, and County, in its sole discretion, determines that Consultant's participation in any dispute resolution meeting or mediation proceeding between County and any such consultant and/or contractor is necessary to the resolution of such dispute, Consultant agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

21.4. Notwithstanding the foregoing, before bringing an action asserting a claim for a construction defect as provided by Tex. Gov't Code Ann. §§ 2272.001 et seq., as amended, County shall provide Consultant a written report by certified mail, return receipt requested, that clearly: identifies the specific construction defect on which the claim is based; describes the present physical condition of the affected structure; and describes any modification, maintenance, or repairs to the affected structure made by County or others since the affected structure was initially occupied or used. Not later than the five (5) days after the date Consultant receives a report under this section, Consultant must provide a copy of the report to each subcontractor/subconsultant retained on the construction of the affected structure whose work is subject to the claim.

21.5. Before bringing an action asserting a claim under Chapter 2272, Texas Government Code, County shall allow each party with under this Agreement with County is subject to the claim and any known subcontractor/subconsultant or supplier who is subject to the claim:

(a) a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of thirty (30) days after sending the report required by Section 21.4; and

(b) at least 120 days after the inspection to:

(i) correct any construction defect or related condition identified in the report; or

(ii) enter into a separate agreement with County to correct any construction defect or related condition identified in the report.

(c) County is not required to allow a party to make a correction or repair under this section 21.5 if:

(i) the party:

(A) is a contractor and cannot provide payment and performance bonds to cover the corrective work;

(B) cannot provide liability insurance or workers' compensation insurance;

(C) has been previously terminated for cause by the County; or

(D) has been convicted of a felony; or

(ii) the County previously complied with the process required by Subsection (a) regarding a construction defect or related condition identified in the report and:

(A) the defect or condition was not corrected as required by Subsection 21.5(b)(i) or an agreement under Subsection 21.5(b)(ii) or

(B) the attempt to correct the construction defect or related condition identified in the

report resulted in a new construction defect or related condition.

(iii) If a report provided by County under Section 21.4 identifies a construction defect that is corrected under Section 21.5 or for which the County recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by the County to obtain the report with respect to identification of that construction defect.

21.6. This Section 21 does not prohibit or limit the County from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public.

22. Electronic Signatures; Counterparts.

22.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of County, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of County regarding electronic signatures shall apply.

23. Publicity.

23.1. Neither Consultant nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of County, unless such materials have first been reviewed and approved in writing by County. This provision shall not apply to mandatory reports which Consultant or its subconsultants are required by law to file with governmental authorities.

24. General Terms.

24.1. Cumulative Mutual Remedies. In the event of default by a Party herein, the other Party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

24.2. State or Federal Laws. This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

24.3. No Third-Party Beneficiary. The Parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

24.4. Captions. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

24.5. Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

MAVERICK COUNTY	**[CONSULTANT]**
_____	_____
Ramsey English-Cantu, County Judge	Authorized Agent – Signature
_____	_____
Date	Authorized Agent- Printed Name
ATTEST:	_____
	Title
_____	
_____, County Clerk	_____
	Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____to accomplish and pay the obligation of Maverick County under this contract.

_____
Gloria Barrientos, County Auditor

Exhibit B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, between the County and Consultant effective_____, 20_.

Work Order Date: _____

Consultant: _____

Consultant Project Manager: _____

County Point of Contact: _____

Type of Compensation: _____

Compensation: _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

MAVERICK COUNTY	**[CONSULTANT]**
_____	_____
Ramsey English-Cantu, County Judge	Edward R. De La Garza, CEO
_____	_____
Date	Date

Exhibit C

Compensation terms for cost reimbursable and lump sum Services:

A.1. Compensation Based On Cost With Multiplier

For professional and non-professional staff, County will compensate Consultant on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as Administrator, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

Raw Salary Multipliers

- 3.10 for professional and non-professional staff working at Consultant or its subcontractor, subconsultant, or vendor offices.
- 3.10 for professional and non-professional staff working in the field during construction or at County offices for a minimum period of six (6) consecutive months.
- 2.5 for construction inspectors working in the field.

Expenses

"Billable Expenses" include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). "Billable Expenses" include: subconsultants; travel expenses to and from locations outside Maverick County; and copies of all deliverables submitted to County. All local vehicle use outside Maverick County will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

Hourly Rates

- Principal: $298/hour
- Project Manager: $223.56/Hour
- Professional Engineer: $194/hour
- EIT/CAD Technician: $134.13

A.2. Lump Sum Compensation

County will compensate Consultant on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. County may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. Consultant will submit and County will pay monthly invoices based on the mutually agreed upon percentage of the Project completed.

Exhibit D

Certificate of Insurance



REGULAR ITEMS

39

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to approve contract with AG3 Group, LLC for On-Call Engineering Services
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: Auditor Office -Planning
BACKGROUND/PREVIOUS ACTION: Commissioners Court awarded this contract.	
COST: None	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

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

STATE OF TEXAS §
§
COUNTY OF MAVERICK §

MASTER PROFESSIONAL SERVICES AGREEMENT
RFQ 25-02 – ON-CALL ENGINEERING

THIS MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Maverick County, ("County"), a body corporate and politic under the laws of the State of Texas, and_AG3 Group, LLC_ ("Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide to provide on-call professional engineer services for various civil projects in the County("Services") as described on the Consultant's response to RFQ #25-02 (attached hereto as "Exhibit A" and incorporated by reference); and

WHEREAS, Consultant represents that it is qualified and desires to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Consultant agrees to perform Services related to Engineering and Construction as are requested from time to time by County, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as Exhibit B, issued from time to time by County and accepted by Consultant. Each Work Order shall constitute a separate and independent agreement between Consultant and County.

1.2. Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of Consultant, returned to County and countersigned by County. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by County and Consultant. The Consultant shall review the Work Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Work Order for County's authorization. The County Project Manager may also issue oral Work Orders to which Consultant will respond with a written proposal. Upon receipt of County's written acceptance. The Consultant shall commence the Work as detailed on the Work Order.

1.3. All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and

effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4. Nothing herein shall obligate County to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

1.5. Consultant agrees to execute any and all certificates and/or documents as may reasonably be required by County, provided same is not in conflict with this Contract, unless excepted by Consultant in writing.

1.6. The Consultant shall designate a principal of the firm reasonably satisfactory to the County who shall, for so long as acceptable to the County, oversee Consultant's Services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Agreement. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the County, prior to replacement. Consultant shall designate a full-time employee contact for each Work Order to act as the project Administrator (the "Consultant Project Administrator") issued by and under this Agreement for consultation throughout the Work Order. Any replacement of that Consultant Project Administrator shall be approved in writing (which shall not be unreasonably withheld) by the County, prior to replacement.

1.7. Consultant shall be responsible for the coordination of its Services with those of its Subconsultant, the County, and the County's Consultants. Consultant shall be responsible for the completeness and accuracy of all Work Product submitted by or through Consultant and for its compliance with all applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the Texas Accessibility Standards of the Architectural Barriers Act located at Chapter 469, Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Services. Upon receipt from the County, the Consultant shall review any services or information furnished by the County and the County's Consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the County, the Consultant shall not proceed without written instruction from the County to do so.

2. Term of Agreement.

2.1. This Agreement shall be effective from the date first set forth above and shall continue without action by either Party for a term of one (1) year from the date first set forth above or through completion of the Work for all approved Work Order(s) unless terminated earlier in writing in accordance with Section 12.

2.2. Notwithstanding the foregoing subsection 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Section 12, either Party shall have the right to terminate any Work Order for cause and County shall have the right to terminate any Work Order for convenience.

2.3. Without limiting the generality of the foregoing subsection 2.2, Consultant's obligations under Sections 5, 6, 7, 8, 9, 10, 11, 12, 20, 21, and 22 shall survive the expiration of termination of this Agreement or any Work Order.

3. Compensation and Payment

3.1. County agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of Exhibit C, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2. On or before the tenth day of each calendar month, Consultant shall submit an invoice to County, together with backup documentation required by County and releases and waivers in forms acceptable to County, covering all Services performed under any Work Order by Consultant and its subconsultants, subcontractors and suppliers during the preceding calendar month. Consultant shall separately itemize on each invoice:

(a) each Work Order for which payment is sought;
(b) the amount budgeted for each such Work Order;
(c) the amount of payment requested pursuant to each such Work Order;
(d) the amount previously paid pursuant to each such Work Order;
(e) descriptions of Services performed during the prior month pursuant to each such Work Order; and
(f) the total payment requested by such invoice. Pursuant to The Texas Prompt Pay Act (Tex. Gov't Code Ann. § 2251.021) payments terms are NET thirty (30) days from date of invoice. If County objects to all or any portion of an invoice, it will notify Consultant of the same within twenty-one (21) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall make every effort to settle the disputed portion of the invoice. Interests and Consultant's right to suspend performance will be governed by Texas Prompt Pay Act.

3.3. County shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect County from loss or expected loss because of:

(a) services that are not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;
(b) third party suits, stop notices, claims or liens arising out of Services performed for which Consultant is responsible pursuant to this Agreement and asserted or filed against County or any of its property or portion thereof or improvements thereon provided that Consultant fails to provide County with sufficient evidence that Consultant's insurance is adequate or shall cover the claim(s);
(c) uninsured damage to any Indemnitee (hereinafter defined) which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or
(d) any failure of Consultant to pay any subcontractor, subconsultant, or supplier of Consultant the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. Consultant will not include in its billings to County any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

3.4. Any failure by County to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i)

a waiver of County's right to do so in the future, or (ii) evidence that any of the circumstances identified in subsections 3.3(a)-(d) above have not occurred.

3.5. Consultant agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from County, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by Consultant out of such payment made to Consultant by County. Provided that County is not in breach of its payment obligations hereunder, Consultant shall ensure that the Project site remains free from all liens and claims by its consultants. If County receives notice of a lien claim, or a claim for non-payment, from any of Subconsultants, County may, in its sole discretion, directly pay any such Subconsultant. If County pays the Subconsultant, the amount paid for the claim and any expenses, including reasonable attorneys' fees, incurred by County shall be deducted from Consultant's next payment. Further, provided that County has paid Consultant in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT SHALL DEFEND AND INDEMNIFY COUNTY FROM AND AGAINST ANY CLAIMS FOR PAYMENT ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY AGAINST COUNTY, ITS PROJECT OR PROPERTY OR CONSULTANT.

4. Standard of Care; Coordination of Services; Safety; Cost Estimates; Legal Compliance; Third Party Review

4.1. Pursuant to Texas Local Government Code § 271.904(d), Consultant shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order:

(a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and

(b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineers (collectively, the Consultant's "Standard of Care").

4.2. Consistent with its Standard of Care, Consultant shall:

(a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations;

(b) perform its Services in an efficient manner; and

(c) keep County apprised of the status of Services, coordinate its activities with County, and accommodate other activities of County at sites that Services impact. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3. Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing Services. It is expressly understood and agreed that the County shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons. Provided however, that to the extent such Work Order or Services are to be performed for or on an active construction project, construction contractors of County shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with County. Without assuming any control

over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, Consultant shall notify County if it observes violations of safety regulations or ordinances or quality of work deficiencies by County's construction contractors to the extent Consultant becomes actually aware of same or Consultant should have known if practicing Consultant's Standard of Care. Consultant shall comply with the site safety program and rules established by the construction contractors.

4.4. To the extent that Consultant provides to County any estimate of costs associated with construction, any such estimate shall be developed in accordance with Consultant's Standard of Care, but it is recognized by the Parties that neither Consultant nor County has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from County's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by Consultant.

4.5. Consultant hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, Consultant shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Chapter 176, Texas Local Government Code, Consultant shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Consultant submits this signed Agreement to County. TEC Form CIQ and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/forms/conflict/. If Consultant certifies that there are no Conflicts of Interest, Consultant shall indicate so by writing name of Consultant's firm and "No Conflicts" on the TEC Form CIQ.

(c) If Consultant is a privately held entity, then pursuant to Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC, Consultant shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to County at the time Consultant submits this signed Agreement to County. TEC Form 1295 and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/filinginfo/1295/. Consultant agrees and acknowledges that this Agreement shall be of no force and effect unless and until Consultant has submitted said form to County, if and to the extent such form is required under Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Tex. Gov't Code Ann. § 2274.002, as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary,

parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

(g) As required by Tex. Gov't Code Ann. § 2274.002, Texas Government Code as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.001(3), as amended.

(h) Pursuant to Chapter 2274, Texas Government Code, as amended, and to the extent this Agreement grants to Consultant direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Consultant verifies that neither Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.0101.

4.6. Consultant acknowledges and agrees that projects of County may be subject to review and approval by other third parties. Accordingly, as and when requested by County, Consultant shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7. Consultant does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If County reuses any Work Product without Consultant's specific written verification or adaptation, such reuse will be at the risk of County, without liability to Consultant.

4.8. Approval of the County shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the County's approval be deemed to be the assumption of responsibility by the County for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

4.9. Conflicts of Interest Prohibited. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement or any Work Order. If Consultant maintains or acquires a conflicting interest, any contract or Work Order with the County (including this Agreement) involving Consultant's conflicting interest may be terminated by the County. The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff is placed in a position where, in the reasonable opinion of the County, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the

duties owed to the County under the provisions of the Agreement. The Consultant will disclose to the Authority full particulars of any such conflict of interest which may arise. By means of example only, and not limitation, it shall be a potential conflict of interest if Consultant provides plan review services on any land development, where Consultant has been involved in the preparation of the current or prior plan proposed to be developed in the County to ensure that such conform to codes adopted by the County; or has been involved in the preparation of a plan adjacent or abutting a development for which the County has requested Plan Review Services.

(a) Notice of Potential Conflict. Consultant shall notify County in writing prior to accepting any Work Order, or beginning Services on any assignment or task under a Work Order for which Consultant believes there is or may be an actual or potential conflict of interest due to Engineer's professional services to third parties. If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the County in writing of such conflict. The Consultant shall not receive any compensation, and Consultant waives the same, in connection with any work, Services or other activities of the Consultant for Service provided where a conflict of interest exists, unless notice is provided as required herein. As used herein a conflict of interest.

(b) Termination for Material Conflict. If, in the reasonable judgment of the County after receiving notice required in 4.9(a) or otherwise, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then the County may terminate the Agreement for convenience immediately upon written notice to Consultant; such termination of the Agreement or any Worker shall be effective upon the receipt of such notice by Consultant.

5. Cost Records.

5.1. Consultant shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant shall maintain records of direct costs for which County is charged. County shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. County's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third-party charges only. Except to the extent audit rights are granted to County by applicable law, County shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

6. Ownership of Work Product and Technology.

6.1. All studies, plans, deliverables, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by Consultant, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of County are and shall remain County's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of Consultant, its subconsultants, subcontractors, and/or suppliers ("Consultant Proprietary Information"). To this end, Consultant agrees to and does hereby assign, grant, transfer, and convey to County, its successors and assigns, Consultant's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Consultant confirms that County and its successors and assigns shall own Consultant's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other

transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, Consultant hereby grants County a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with County's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of County or otherwise in connection with property or projects in which County has an interest (whether by County or a third party). Consultant shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by Consultant only with respect to the Project in connection with which such Work Product was created and is not to be used on any other project. Consultant and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of County's copyright or other reserved rights. Consultant agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. Consultant shall deliver all copies of the Work Product to County upon the earliest to occur of County's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. Consultant is entitled to retain copies of Work Product for its permanent Project records.

7. Confidential Information.

7.1. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document;

(b) Is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or

(c) Is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

7.2. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in

identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

7.3. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

7.4. In providing all services hereunder, Consultant agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

7.5. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

8. Independent Contractor Relationship.

8.1. In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. Consultant shall not be considered a partner, affiliate, agent, or employee of County and shall in no way have any authority to bind County to any obligation.

9. Warranty Period; Guarantees.

9.1. If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with Consultant's Standard of Care, County, in its sole discretion, may: (1) direct Consultant to re-perform and Consultant shall re-perform such Services at its own expense, and as expediently or in the manner required for County's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and Consultant agrees to pay County's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by County as a result of such default. The obligations of Consultant under this subsection 8.1 are in addition to other rights and remedies of County available to it pursuant to this Agreement or applicable law.

9.2. Consultant agrees to assign County the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by Consultant hereunder and cooperate and assist County in County's enforcement thereof. Consultant's responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of Consultant under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and Consultant makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Consultant shall have no liability to County based upon any theory of liability that any such other warranty was made or breached.

10. Indemnification.

10.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS COMMISSIONERS COURT MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "COUNTY INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY COUNTY INDEMNITEES THAT ARISE FROM OR RELATE TO PERFORMANCE OF THE SERVICES OR THIS AGREEMENT TO THE EXTENT:

(a) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(b) CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(c) CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING ACTUAL OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(d) DUE TO THE FAILURE OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

(e) OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF THIRD PARTY TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL.

NOTHING CONTAINED IN THIS SECTION 10.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS COUNTY OR ANY INDEMNITEES FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COUNTY OR INDEMNITEES SUBJECT TO THE LIMITATIONS IN TEX. LOC. GOV'T CODE ANN. § 271.904 AND

TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B). NOTHING IN THIS SECTION 10 IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR COUNTY UNDER TEXAS LAW.

10.2. TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE COUNTY INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 11 HEREOF OR THE COUNTY INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 10.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 10.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE COUNTY INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

10.3. Consultant shall procure liability insurance covering its obligations under this section.

10.4. It is mutually understood and agreed that the indemnification provided for in this section 9 shall indefinitely survive any expiration, completion or termination of this Agreement. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.5. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Section 9.1, and any Additional Insured requirements under Section 11, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

11. Limitation of Liability.

11.1. SUBJECT TO SECTION 11.2, BELOW, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11.2. EXCLUSIONS FROM WAIVER. NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 11.1 ABOVE, COUNTY AND CONSULTANT MUTUALLY AGREE THAT THE FOLLOWING LIABILITIES, OBLIGATIONS AND DAMAGES ARE SPECIFICALLY EXCLUDED FROM ANY WAIVER OF CONSEQUENTIAL DAMAGES SET FORTH IN SECTION 11.1:

(a) CONSULTANT'S OBLIGATION TO INDEMNIFY OWNER OR OTHER COUNTY INDEMNITEE UNDER SECTION 10.1 FOR CONSEQUENTIAL DAMAGES ARISING OUT OF CLAIMS (A) ASSERTED UNDER SECTION 10.1 AND 10.2 AND (B) SUFFERED BY THIRD PARTIES WITH RESPECT TO CLAIMS COVERED BY CONSULTANT'S INDEMNIFICATION OBLIGATIONS;

(b) A PARTY'S WAIVER IN SECTION 10.1 WILL NOT APPLY TO THE EXTENT ITS EFFECT WOULD BE TO LIMIT THE OBLIGATION OF AN INSURER TO PAY INSURANCE PROCEEDS THAT WOULD, BUT FOR THE OPERATION OF SUCH WAIVER, BE PAYABLE BY THAT INSURER;

(c) ANY DIRECT OR "NON-CONSEQUENTIAL" DAMAGE(S) INCURRED BY OWNER OR CONSULTANT;

(d) COSTS OF CORRECTIVE OR COMPLETION WORK CAUSED BY OR RESULTING FROM THE CONSULTANT'S FAILURE TO COMPLY WITH THE REQUIREMENTS IMPOSED ON THE CONSULTANT BY THIS AGREEMENT OR ANY WORK ORDERS ISSUED THEREUNDER;

(e) FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY;

(f) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONSULTANT OR ITS SUBCONSULTANTS, THEIR EMPLOYEES OR ANY FOR WHOM THEY ARE RESPONSIBLE.

11.3. THE PARTIES AGREE THAT NEITHER PARTY'S INDIVIDUAL EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS OR PRINCIPALS SHALL BE SUBJECT TO ANY PERSONAL LIABILITY AS A RESULT

OF OR IN CONNECTION WITH THE AGREEMENT OR ANY WORK ORDER FOR SERVICES HEREUNDER, EXCEPT AS REQUIRED UNDER CHAPTER 1051, TEXAS OCCUPATIONS CODE. IN CASES INVOLVING THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COUNTY'S, OR CONSULTANT'S EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS, OR PRINCIPALS, THE FOREGOING LIMITATION SHALL NOT APPLY AND THE OTHER PARTY SHALL BE ENTITLED TO ALL AVAILABLE REMEDIES AT LAW OR IN EQUITY.

12. Insurance.

12.1. General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below.

Each Subconsultant must provide Worker's Compensation/Employer's liability, Professional Liability, CGL, and Automobile Liability coverage with equal limits as Consultant; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each Subconsultant's operations but, if such adjustment is requested, it must be submitted to County for approval before the Consultant enters into an agreement or any work commences under the agreement in question.

During the term of the Agreement Consultant's insurance policies shall meet the minimum requirements of this section.

12.2. Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.
(b) Business Automobile Liability.
(c) Workers Compensation/Employer's Liability
(d) Professional Liability.

12.3. Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the County, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the County, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the County pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the County's Representative at the time of execution of this Agreement (attached hereto as "Exhibit D" and incorporated by reference), and approved by the County before any letter of authorization to commence planning will issue or any work on the Project commences.

12.4. General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
(b) Deductibles shall be listed on the Certificate of Insurance.
(c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the Maverick County.
(e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

(f) Additional Insured Status. To the fullest extent permitted under Texas law County, and Indemnitees, shall be included as additional insureds on each CGL policy procured by Consultants and Subconsultants using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage. Such parties shall also be included as additional insureds on all other policies procured by Consultant and Subconsultants except Worker's Compensation/Employer's Liability and Professional Liability with endorsements approved by County. Notwithstanding anything to the contrary, such additional insured coverage shall not exceed that allowed under Texas law.

12.5. Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $1,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

(e) The County shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

12.6. Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A.M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

(e) The County shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

12.7. Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "Consultant' as identified in this Agreement:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/employer's liability insurance shall include the following terms:

(c) Employer's Liability limits of $1,000,000 for each accident is required.

(d) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

(e) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(f) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

  (i) Definitions:

    (A) Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

    (B) Duration of the Project – includes the time from the beginning of the work on the Project until the Consultant's/person's work on the project has been completed and accepted by the governmental entity.

    (C) Persons providing services on the project ("subcontractors" Tex. Lab. Code Ann. § 406.096) – includes all persons or entities performing all or part of the services the Agreement or has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, subconsultants, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

  (ii) The Consultant shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Tex. Labor Code Ann. § 401.011(44) for all employees of the Consultant providing services on the project, for the duration of the project.

  (iii) The Consultant must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

  (iv) If the coverage period shown on the Consultant's current certificate of coverage ends during the duration of the Project, the Consultant must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

  (v) The Consultant shall obtain from each person providing services on a project, and provide to the governmental entity:

    (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for

all persons providing services on the project; and

(B) no later than seven calendar days after receipt by the Consultant, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(vi) The Consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(vii) The Consultant shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Consultant knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

(viii) The Consultant shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(ix) The Consultant shall contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Tex. Labor Code Ann. § 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(B) provide to the Consultant, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(C) provide the Consultant, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(D) obtain from each other person with whom it contracts, and provide to the Consultant:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(3) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(4) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(5) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

(6) By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Consultant is representing to the governmental entity that all employees of the Consultant who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the

appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(7) The Consultant's failure to comply with any of these provisions is a breach of Contract by the Consultant that entitles the governmental entity to declare the Contract void if the Consultant does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

12.8. Professional Liability Requirements. The following Professional Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum of $,000,000 per claim and $5,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the County of West Lake Hills when requested.

(c) Professional liability coverage will be obtained and maintained by Consultant and Subconsultant with policy limits set forth above to insure from and against all negligent acts, errors, and omissions in the professional services performed by them, and their agents, representatives, employees, subcontractors, and subconsultants. Coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project. Policies shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subconsultants; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; or (vi) design services. All policies shall be maintained until all claims arising out of the services provided by each entity are barred by the statute of repose under Texas law. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

13. Changes; Termination For Convenience; Termination For Cause.

13.1. County may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of Consultant, shall impact Consultant's compensation or schedule, then (a) such changes shall be authorized by written change order issued by County and accepted by Consultant, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

13.2. County may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, County shall have the right but not the obligation to assume all obligations and commitments that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and County shall pay Consultant, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided County has pre-approved such costs. Consultant shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon

termination, Consultant shall invoice County for all services performed by Consultant prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by County and County's receipt of all Work Product. Consultant shall include a similar provision allowing for termination for convenience on similar terms in all its lower-tier subcontracts.

13.3. This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that County terminates this Agreement or any Work Order for cause, Consultant shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to County's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, Consultant is declared in default and/or terminated by County under any Work Order with County, County shall have the right to offset and apply any amounts which might be owed to County by Consultant against any earned but unpaid amounts owed to Consultant by County under any Work Order. In the event any Work Order is terminated by County, Consultant shall promptly deliver to County all Work Product with respect to such terminated Work Order.

13.4. The County may, without cause, order the Consultant in writing to suspend, delay, or interrupt this Agreement or any Work Order in whole or in part for such period of time as the County may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue Services on the date and to the extent specified in the notice. The Consultant shall be compensated for Services performed prior to notice of such suspension. When the services under this Contract are resumed, the Consultant shall be compensated for expenses directly and necessarily incurred in the interruption and resumption of the Consultant's services, without markup.

14. Notices.

14.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

14.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Maverick County
Attn: County Judge
_____, Eagle Pass, TX _____

With a copy to: _____
Attn: _____
_____, Eagle Pass, TX _____

Consultant: _____
Attn: _____

14.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

(a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

15. Force Majeure.

15.1. Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of Consultant contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by Consultant and (ii) prevents the performance of Services.

15.2. If Consultant is affected by Force Majeure, Consultant shall promptly provide notice to County, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five (5) days after Consultant first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on Consultant's ability to communicate with County. Consultant shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

16. Successors, Assignment and Subcontracting.

16.1. County and Consultant bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

16.2. No right or interest in this Agreement or any Work Order shall be assigned by Consultant or County without the prior written consent of the other Party.

16.3. Prior to commencement of any part of the Services to be provided under any Work Order with respect to which Consultant has elected to subcontract, Consultant will notify County in writing of the identity of the particular subcontractor, subconsultant or supplier Consultant intends to employ for the performance of such part of the Services and the scope of Services it will perform. County shall have the right within twenty-one (21) calendar days of such written notice to disallow Consultant's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by Consultant as a result of such disallowance shall be borne by County.

17. Severability; Non-Waiver.

17.1. If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect. The Parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the Parties.

17.2. Failure by County in any instance to insist upon observance or performance by Consultant of any term, condition or obligation of this Agreement shall not be deemed a waiver by County of any such observance or performance. No waiver by County of any term, condition, obligation or breach of this Agreement will be binding upon County unless in writing, and

then will be for the particular instance specified in such writing only. Payment of any sum by County to Consultant with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

18. License Requirements.

18.1. The Consultant and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

19. Entire Agreement.

19.1. This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

20. Governing Law; Venue.

20.1. This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Maverick County, Texas.

21. Dispute Resolution.

21.1. Each party to this Agreement is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable to perform under the circumstances.

21.2. Before invoking mediation or any other alternative dispute process set forth herein, the parties to this Agreement agree they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute to the other, then the parties shall proceed with mediation alternative dispute resolution process contained herein. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

21.3. In the event that County or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

(a) Request for mediation shall be in writing and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon the written agreement of both parties.

(b) In the event County and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this Section 19 shall be deemed to have occurred.

(c) The parties shall share the mediator’s fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Travis County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any

court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

(d) Consultant and County expressly agree that, in the event of litigation, both parties waive rights to payment of attorneys' fees that might otherwise be recoverable pursuant to Chapter 38, Texas Civil Practice and Remedies Code and Tex. Loc. Gov't Code Ann. § 271.153, the Prompt Payment Act, common law or any other provision for payment of Attorneys' fees.

(e) Notwithstanding the foregoing, in the event County and any other consultant and/or any contractor are involved in a dispute in connection with a project for which Consultant has provided Services, and County, in its sole discretion, determines that Consultant's participation in any dispute resolution meeting or mediation proceeding between County and any such consultant and/or contractor is necessary to the resolution of such dispute, Consultant agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

21.4. Notwithstanding the foregoing, before bringing an action asserting a claim for a construction defect as provided by Tex. Gov't Code Ann. §§ 2272.001 et seq., as amended, County shall provide Consultant a written report by certified mail, return receipt requested, that clearly: identifies the specific construction defect on which the claim is based; describes the present physical condition of the affected structure; and describes any modification, maintenance, or repairs to the affected structure made by County or others since the affected structure was initially occupied or used. Not later than the five (5) days after the date Consultant receives a report under this section, Consultant must provide a copy of the report to each subcontractor/subconsultant retained on the construction of the affected structure whose work is subject to the claim.

21.5. Before bringing an action asserting a claim under Chapter 2272, Texas Government Code, County shall allow each party with under this Agreement with County is subject to the claim and any known subcontractor/subconsultant or supplier who is subject to the claim:

(a) a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of thirty (30) days after sending the report required by Section 21.4; and

(b) at least 120 days after the inspection to:

(i) correct any construction defect or related condition identified in the report; or

(ii) enter into a separate agreement with County to correct any construction defect or related condition identified in the report.

(c) County is not required to allow a party to make a correction or repair under this section 21.5 if:

(i) the party:

(A) is a contractor and cannot provide payment and performance bonds to cover the corrective work;

(B) cannot provide liability insurance or workers' compensation insurance;

(C) has been previously terminated for cause by the County; or

(D) has been convicted of a felony; or

(ii) the County previously complied with the process required by Subsection (a) regarding a construction defect or related condition identified in the report and:

(A) the defect or condition was not corrected as required by Subsection 21.5(b)(i) or an agreement under Subsection 21.5(b)(ii) or

(B) the attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.

(iii) If a report provided by County under Section 21.4 identifies a construction defect that is corrected under Section 21.5 or for which the County recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by the County to obtain the report with respect to identification of that construction defect.

21.6. This Section 21 does not prohibit or limit the County from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public.

22. Electronic Signatures; Counterparts.

22.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of County, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of County regarding electronic signatures shall apply.

23. Publicity.

23.1. Neither Consultant nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of County, unless such materials have first been reviewed and approved in writing by County. This provision shall not apply to mandatory reports which Consultant or its subconsultants are required by law to file with governmental authorities.

24. General Terms.

24.1. Cumulative Mutual Remedies. In the event of default by a Party herein, the other Party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

24.2. State or Federal Laws. This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

24.3. No Third-Party Beneficiary. The Parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

24.4. Captions. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

24.5. Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

MAVERICK COUNTY

_____
Ramsey English-Cantu, County Judge

_____
Date

ATTEST:

_____
_____, County Clerk

AG3 GROUP, LLC

_____
Authorized Agent – Signature

_____
Authorized Agent- Printed Name

_____
Title

_____
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____to accomplish and pay the obligation of Maverick County under this contract.

_____
Gloria Barrientos, County Auditor

Exhibit B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, between the County and Consultant effective_____, 20_.

Work Order Date: _____

Consultant: _____

Consultant Project Manager: _____

County Point of Contact: _____

Type of Compensation: _____

Compensation: _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

MAVERICK COUNTY

_____
Ramsey English-Cantu, County Judge

_____
Date

ATTEST:

_____
_____, County Clerk

AG3 GROUP, LLC

_____
Name:_____
Title: _____

_____
Title

_____
Date

Exhibit C

Compensation terms for cost reimbursable and lump sum Services:

A.1. Compensation Based On Cost With Multiplier

For professional and non-professional staff, County will compensate Consultant on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as Administrator, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) Raw Salary Multipliers

- X.XX for professional and non-professional staff working at Consultant or its subcontractor, subconsultant, or vendor offices.
- X.XX for professional and non-professional staff working in the field during construction or at County offices for a minimum period of six (6) consecutive months.
- X.XX for construction inspectors working in the field.

(b) Expenses

"Billable Expenses" include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). "Billable Expenses" include: subconsultants; travel expenses to and from locations outside _____ and Bexar County; and copies of all deliverables submitted to County. All local vehicle use outside_____and Bexar Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. Lump Sum Compensation

County will compensate Consultant on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. County may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. Consultant will submit and County will pay monthly invoices based on the mutually agreed upon percentage of the Project completed.

Exhibit D
Certificate of Insurance



REGULAR ITEMS

40

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to approve contract with Halff Associates, Inc. for On-Call Engineering Services
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: Auditor Office -Planning
BACKGROUND/PREVIOUS ACTION: Commissioners Court awarded this contract.	
COST: None	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

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

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
MAVERICK COUNTY, TEXAS (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)

This MASTER SERVICES AGREEMENT (the "Agreement") is entered into by and between Halff Associates, Inc. ("Halff" or "Engineer") and *Maverick County* a *Political Subdivision of the State of Texas* ("Client") and shall become effective upon the last date signed below (the "Effective Date").

I. SERVICES TO BE PROVIDED. Engineer agrees to perform professional services as established and described in one or more Task Orders executed by the Parties from time to time during the Term of this Agreement (each a "Task Order"). Unless modified in writing by both Engineer and Client (each a "Party" and, collectively, the "Parties"), the duties of Engineer shall not be construed to exceed those services specifically set forth in each Task Order (the "Services"). Each Task Order shall set forth the fees to be paid by Client to Engineer for the Services performed under that Task Order (the "Fees"), the anticipated schedule and such other details as mutually agreed upon by the Parties.

II. FEES AND PAYMENT TERMS.

a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. All payment terms, time for payments and interest charged for late payments made in accordance with this Agreement by Client are subject to Chapter 2251, Texas Government Code.

b. **Suspension of Services due to Nonpayment**. The Parties agree that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others. Further, Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.

c. **Fee and Cost Calculations**. Lump sum and time-related charges will be billed as specified in each Task Order. Unless stated otherwise in the applicable Task Order, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

d. **Disputed Invoices**. If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made in accordance with Chapter 2251, Texas Government Code within thirty (30) days of Client's receipt of the relevant invoice.

e. **Taxes.** Client is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

III. STANDARD OF CARE AND RESPONSIBILITY.

a. Engineer's Standard of Care. Engineer shall perform the Services with the normal and customary standard practices of the engineering profession ordinarily used by members of the profession under similar circumstances at the same time and in the same locality where the services are to be performed (the "Standard of Care") to make findings, provide opinions (including opinions of probable costs of construction), make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be construed to create any warranty or certification of any kind, and Engineer shall not be required to provide any certification, assignment, or warranty. Upon request and for a separate mutually agreed fee and fully executed contract amendment and at Engineer's sole discretion, Engineer may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

_____/_____
Client Initial / Date

b. **Timeliness of Performance.** Engineer shall perform its professional services with due and reasonable diligence consistent with the Standard of Care.

c. **Engineer's Review of Client or Third Party Work.** Engineer's review or supervision of work prepared or performed by Client or by other individuals or legal entities (including such legal entity's employees, agents, consultants, officers and directors) employed by Client (collectively "Third Party(ies)") shall not relieve Client or any Third Party of complete responsibility for the adequacy of their work. It is understood that any site visits, resident engineering or, if specifically required in the applicable Task Order, inspection or observation services provided or performed by Engineer shall be for the sole and exclusive purpose of observing the progress and quality of work completed and reviewing the general compliance of such activities with respect to the technical provisions of the project specifications. Site visits and observation services by Engineer are not intended to be an exhaustive check or detailed inspection of the any Third Party's work, and shall not constitute any form of guarantee with respect to the performance of any Third Party. Engineer shall not supervise, direct or have control over any Third Party. Engineer does not assume responsibility for means, methods, techniques, sequences, procedures, or appliances used by any Third Party, for safety precautions, programs or conditions, or for compliance by any Third Party with applicable laws, rules, and regulations. Engineer shall not be responsible for any acts or omissions of any Third Party or any employee or agent of such Third Party.

d. **Client and Third-Party Responsibilities**. Neither the professional activities of Engineer, nor the presence of Engineer or its employees and subcontractors at any project site, shall impose any duty on Engineer, nor relieve any Third-Party of its obligations, duties, and responsibilities including, but not limited to, the responsibilities of others, including any Contractor at any tier, for the construction means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any applicable health or safety precautions required by any applicable regulatory agencies. Engineer and its personnel have no authority to exercise any control over any Third-Party, including, without limitation, the Contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that each Third-Party shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in Client's contract(s) with each Third-Party. Client also agrees that Client, Engineer, and Engineer's subcontractors shall be made additional insureds under the Contractor's and other Third-Party policies of general liability insurance. As used herein, "Contractor" means the person or legal entity that has entered into a contractual agreement with Client or others to construct, rehabilitate, alter and/or repair all or part of the Project.

e. **Construction Estimates**. Engineer's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs, prepared by Engineer, represent Engineer's judgment as a design professional. Client understands and agrees that neither Engineer nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any other estimate or evaluation, prepared or agreed to by Engineer.

f. **Construction Observation**. Unless construction observation is specifically included in a Task Order, Client acknowledges and agrees that Engineer's services do **not** include construction observation or review of any Third-Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Engineer related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

g. **Client Indemnification of Third-Party Acts and Omissions.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subcontractors against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of services by any Third Party and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Deliverables without Engineer's express, written consent.

h. **Additional Services and Change Orders**. Any Services not listed in a Task Order will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Engineer. All Additional

_____/_____
Client Initial / Date

Services, when requested, shall be authorized in writing by Client prior to Engineer proceeding with any such Additional Services. In the event Client requests to modify a Task Order (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Engineer prior to Engineer proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Engineer. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or know to Engineering become known that affect the scope of Services provided under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Engineer will inform Client and Client agrees to engage in good faith renegotiation of the Task Order. If a revised Task Order cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement in accordance with Section VII below.

i. **Subcontractors**. Engineer shall be entitled to subcontract any portion of the Services in Engineer's sole and reasonable discretion.

IV. CLIENT OBLIGATIONS.

a. Client shall furnish, at Client's expense, all required or necessary information, requirements, reports, data, access, surveys, and instructions necessary for Engineer to perform the services. Engineer may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Engineer shall not be held responsible for any errors or omissions that arise as a result of erroneous or incomplete information provided by Client and/or Client's Third Parties.

b. Client shall secure safe access to and make all provisions for Engineer to enter upon public and private property as required to perform the Services.

V. OWNERSHIP OF DOCUMENTS.

a. **License to Client.** Upon Engineer's completion of the Services and receipt of payment of the Fees in full under each Task Order, Engineer grants to Client a non-exclusive, royalty-free, perpetual, worldwide license to possess the final drawings and instruments produced in connection with Engineer's performance of such Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Notwithstanding the foregoing, Engineer expressly acknowledges that Client is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, Client will make any information and Deliverables related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Client by Engineer shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

b. **Prohibition Against Reuse of the Deliverables**. Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").

c. **Indemnification of Reuse of the Deliverables.** To the extent authorized by the Constitution and laws of the State of Texas, Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from

_____/_____
Client Initial / Date

and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VI. INSURANCE. Engineer agrees to maintain during the Term of this Agreement the following minimum insurance:

a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $2,000,000 per occurrence/aggregate.
b. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.
c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than $1,000,000.
d. Professional liability insurance (Errors and Omissions) with a limit of $2,000,000 per claim/annual aggregate.
e. Excess or Umbrella insurance with a limit not less than $5,000,000 per occurrence/general aggregate.
f. Halff shall name Client, its elected officials, directors, officers and employees as additional insureds for policies VI.a. and VI.b. To the extent allowed by each policy, Halff shall also provide a waiver of subrogation in favor of Client.

VII. TERM AND TERMINATION.

a. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years thereafter (the "Term").

b. **Termination for Convenience.** Either Client or Engineer may terminate any Task Order or this Agreement in its entirety at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Following Engineer's receipt of such termination notice Client shall, within thirty (30) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all Services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

c. **Notice.** Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

Client: Maverick County Judge
500 Quarry St.,
Eagle Pass, TX 78852

Engineer:

A Notice is effective only if the party giving or making the Notice has complied with this Section VII.c. and if the addressee has received the Notice. A Notice is deemed received as follows:

(1) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
(2) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

_____/_____
Client Initial / Date

VIII. SUSPENSION OF SERVICES.

a. By Client. Client may suspend performance of the Services upon five (5) business days prior written notice to Engineer. Provided Services are suspended for more than thirty (30) calendar days in the aggregate, Engineer shall be compensated for Services performed and charges incurred prior to Engineer's receipt of a written notice to suspend, including an equitable adjustment in Fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the schedule based on the delay caused by the suspension. If Services are suspended for more than ninety (90) calendar days in the aggregate, Engineer may, at its option, terminate the applicable Task Order or this Agreement in its entirety upon giving notice of termination in writing to Client.

b. By Engineer. Engineer may suspend performance of the Services upon five (5) business days prior written notice to Client in the event that (1) circumstances or conditions occur that interfere with the normal progress of the Services; or (2) Client fails to make timely payments to Engineer or is otherwise in breach of this Agreement. Engineer shall have no liability to Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

IX. DISPUTE RESOLUTION.

a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.

b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

c. Reserved.

d. **Litigation**. If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. (except that Disputes related to disputed and/or unpaid invoices), If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

e. **Governing Law; Jurisdiction and Venue**. This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Maverick County, Texas.

X. PROJECT ENHANCEMENTS/BETTERMENTS.

a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement or negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence,

_____/_____
Client Initial / Date

for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement or negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. If the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

XI. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XII. AGREED REMEDIES.

A. **No Individual Liability.** In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

B. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

C. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

D. **Time Limit To Make A Claim.** Client may not assert any claim against Engineer after the shorter of (1) three (1) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XIII. RELATIONSHIP OF THE PARTIES. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for any applicable payment of the salaries and incentives of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

_____/_____
Client Initial / Date

XIV. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

XV. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XVI. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. INTEGRATION. This Master Services Agreement and each Task Order, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by an authorized representative of each Party.

XVIII. STATE LAW REQUIREMENTS FOR CONTRACTS.

a. If Engineer is a privately held entity, then pursuant to Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC, Engineer shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to Client at the time Engineer submits this signed Agreement to Client. TEC Form 1295 and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/filinginfo/1295/. Engineer agrees and acknowledges that this Agreement shall be of no force and effect unless and until Engineer has submitted said form to Client, if and to the extent such form is required under Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC.

b. Pursuant to Chapter 2252, Texas Government Code, Engineer represents and certifies that, at the time of execution of this Agreement, neither Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Tex. Gov't Code Ann. §§ 2270.0201 and 2252.153.

c. As required by Chapter 2271, Texas Government Code, Engineer hereby verifies that Engineer, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Tex. Gov't Code Ann. §§ 808.001 et seq., as amended.

d. As required by Tex. Gov't Code Ann. § 2274.002, Engineer hereby verifies that Engineer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.001(3).

e. Pursuant to Chapter 2275 of the Texas Government Code, and to the extent this Agreement grants to Engineer direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Engineer verifies that neither Engineer, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term

_____/_____
Client Initial / Date

"designated country" in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Tex. Gov't Code Ann. § 2275.0103. The term "critical infrastructure" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2275.0101.

f. As required by Tex. Gov't Code Ann. § 2276.002, Engineer hereby verifies that Engineer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph shall have the meaning assigned to the term "boycott energy company" in Tex. Gov't Code Ann. §§ 809.001, et seq., as amended.

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

ACCEPETED AND AGREED:

Engineer: **HALF ASSOCIATES, INC.**	Client: **MAVERICK COUNTY, TEXAS**
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

_____/_____
Client Initial / Date

TASK ORDER #_____

PURSUANT TO THE MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN *MAVERICK COUNTY, TEXAS* ("CLIENT") AND HALFF ASSOCIATES, INC. ("HALFF") DATED _____

In accordance with the Master Services Agreement for Professional Services by and between Halff and the Client referenced above (the "Agreement"), Client and Halff hereby mutually agree upon the terms set forth in this Task Order. To the extent this Task Order conflicts with the Agreement, the Agreement shall control.

Project Information:

Project Name: _____

Project Number (AVO): _____

Project Location: _____

Client Information:

Client Contact (name): _____

Client Contact Email Address: _____

Client Contact Phone Number: _____

Scope of Services:

Description of Services to be performed by Halff:

[**Cost Estimates**. Client acknowledges and agrees that Halff's preparation of any estimate of probable design and/or construction costs, preliminary or otherwise, and any updated estimates of probable costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.]

Assumptions underlying the Description of Services to be performed by Halff:

Description of work **EXCLUDED** from the Services:

Prime Agreement: ☐ No ☐ Yes*

* If Yes, Prime Agreement must be attached to this Task Order as Exhibit A.

Deliverables:

_____/_____

Client Initial / Date

Fees:

Type: ☐ Time & Material ☐ Fixed Price ☐ Houry Rate ☐ Other
Fee Not To Exceed (if applicable): $_____
Hourly Rates (if applicable): $_____/hour
Lum Sum (if applicable: $_____

Schedule of Performance:

Start Date:
End Date:
Other Time Related Commitments and Details:

Upon full execution of this Task Order by Client and Halff, Halff shall commence performance of the Services described herein in accordance with the terms and conditions of the Agreement.

Halff Associates, Inc.	***MAVERICK COUNTY, TEXAS***
_____	_____
Signed by an **Authorized Representative**	Signed by an **Authorized Representative**
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

_____/_____
Client Initial / Date



REGULAR ITEMS

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COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to approve contract with Freese and Nichols, Inc. for On-Call Engineering Services
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: Auditor Office -Planning
BACKGROUND/PREVIOUS ACTION: Commissioners Court awarded this contract.	
COST: None	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

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

STATE OF TEXAS §
§
COUNTY OF MAVERICK §

MASTER PROFESSIONAL SERVICES AGREEMENT
RFQ 25-02 – ON-CALL ENGINEERING

THIS MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Maverick County, ("County"), a body corporate and politic under the laws of the State of Texas, and Freese and Nichols, Inc. ("Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide to provide on-call professional engineer services for various civil projects in the County("Services") as described on the Consultant's response to RFQ #25-02 (attached hereto as "Exhibit A" and incorporated by reference); and

WHEREAS, Consultant represents that it is qualified and desires to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Consultant agrees to perform Services related to_____ as are requested from time to time by County, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as Exhibit B, issued from time to time by County and accepted by Consultant. Each Work Order shall constitute a separate and independent agreement between Consultant and County.

1.2. Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Consultant shall perform its services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of Consultant, returned to County and countersigned by County. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by County and Consultant. The Consultant shall review the Work Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Work Order for County's authorization. The County Project Manager may also issue oral Work Orders to which Consultant will respond with a written proposal. Upon receipt of County's written acceptance. The Consultant shall commence the Work as detailed on the Work Order.

1.3. All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms,

conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4. Nothing herein shall obligate County to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

1.5. Consultant agrees to execute any and all certificates and/or documents as may reasonably be required by County, provided same is not in conflict with this Contract, unless excepted by Consultant in writing.

1.6. The Consultant shall designate a principal of the firm reasonably satisfactory to the County who shall, for so long as acceptable to the County, oversee Consultant's Services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Agreement. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the County, prior to replacement. Consultant shall designate a full-time employee contact for each Work Order to act as the project Administrator (the "Consultant Project Administrator") issued by and under this Agreement for consultation throughout the Work Order. Any replacement of that Consultant Project Administrator shall be approved in writing (which shall not be unreasonably withheld) by the County, prior to replacement.

1.7. Consultant shall be responsible for the coordination of its Services with those of its Subconsultant, the County, and the County's Consultants. Consultant shall be responsible for the completeness and accuracy of all Work Product submitted by or through Consultant and for its compliance with all applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the Texas Accessibility Standards of the Architectural Barriers Act located at Chapter 469, Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Services. Upon receipt from the County, the Consultant shall review any services or information furnished by the County and the County's Consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the County, the Consultant shall not proceed without written instruction from the County to do so.

2. Term of Agreement.

2.1. This Agreement shall be effective from the date first set forth above and shall continue without action by either Party for a term of one (1) year from the date first set forth above or through completion of the Work for all approved Work Order(s) unless terminated earlier in writing in accordance with Section 12.

2.2. Notwithstanding the foregoing subsection 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Section 12, either Party shall have the right to terminate any Work Order for cause and County shall have the right to terminate any Work Order for convenience.

2.3. Without limiting the generality of the foregoing subsection 2.2, Consultant's obligations under Sections 5, 6, 7, 8, 9, 10, 11, 12, 20, 21, and 22 shall survive the expiration of termination of this

Agreement or any Work Order.

3. Compensation and Payment

3.1. County agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of Exhibit C, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2. On or before the tenth day of each calendar month, Consultant shall submit an invoice to County, together with backup documentation required by County and releases and waivers in forms acceptable to County, covering all Services performed under any Work Order by Consultant and its subconsultants, subcontractors and suppliers during the preceding calendar month. Consultant shall separately itemize on each invoice:

(a) each Work Order for which payment is sought;
(b) the amount budgeted for each such Work Order;
(c) the amount of payment requested pursuant to each such Work Order;
(d) the amount previously paid pursuant to each such Work Order;
(e) descriptions of Services performed during the prior month pursuant to each such Work Order; and
(f) the total payment requested by such invoice. Pursuant to The Texas Prompt Pay Act (Tex. Gov't Code Ann. § 2251.021) payments terms are NET thirty (30) days from date of invoice. If County objects to all or any portion of an invoice, it will notify Consultant of the same within twenty-one (21) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall make every effort to settle the disputed portion of the invoice. Interests and Consultant's right to suspend performance will be governed by Texas Prompt Pay Act.

3.3. County shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect County from loss or expected loss because of:

(a) services that are not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;
(b) third party suits, stop notices, claims or liens arising out of Services performed for which Consultant is responsible pursuant to this Agreement and asserted or filed against County or any of its property or portion thereof or improvements thereon provided that Consultant fails to provide County with sufficient evidence that Consultant's insurance is adequate or shall cover the claim(s);
(c) uninsured damage to any Indemnitee (hereinafter defined) which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or
(d) any failure of Consultant to pay any subcontractor, subconsultant, or supplier of Consultant the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. Consultant will not include in its billings to County any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

3.4. Any failure by County to exercise its right to withhold all or any part of payment requested

in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of County's right to do so in the future, or (ii) evidence that any of the circumstances identified in subsections 3.3(a)-(d) above have not occurred.

3.5. Consultant agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from County, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by Consultant out of such payment made to Consultant by County. Provided that County is not in breach of its payment obligations hereunder, Consultant shall ensure that the Project site remains free from all liens and claims by its consultants. If County receives no
for non-payment, from any of Subconsultants, County may, in its
any such Subconsultant. If County pays the Subconsultant, the a
any expenses, including reasonable attorneys' fees, incurred b
from Consultant's next payment. Further, provided that Cou
accordance with the terms of this Agreement and any particular
SHALL INDEMNIFY COUNTY FROM AND AGAINST ANY
ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY
PROJECT OR PROPERTY OR CONSULTANT.

Matthew Lloyd Grove
2026-02-18 17:53:00

If the project requires a payment/performance then Chapter 2253, Government Code applies to claims against the bond.

4. Standard of Care; Coordination of Services; Safety; Cost Estimates; Legal Compliance; Third Party Review

4.1. Pursuant to Texas Local Government Code § 271.904(d), Consultant shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order:

(a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and

(b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineers (collectively, the Consultant's "Standard of Care").

4.2. Consistent with its Standard of Care, Consultant shall:

(a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations;

(b) perform its Services in an efficient manner; and

(c) keep County apprised of the status of Services, coordinate its activities with County, and accommodate other activities of County at sites that Services impact. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3. Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. The Consultant must at all times exercise reasonable precautions on behalf of, and be responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing Services. It is expressly understood and agreed that the County shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons. Provided however, that to the extent such Work Order or Services are to be performed for or on an active construction project, construction contractors of County shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance

of work or services provided under contracts with County. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, Consultant shall notify County if it observes violations of safety regulations or ordinances or quality of work deficiencies by County's construction contractors to the extent Consultant becomes actually aware of same or Consultant should have known if practicing Consultant's Standard of Care. Consultant shall comply with the site safety program and rules established by the construction contractors.

4.4. To the extent that Consultant provides to County any estimate of costs associated with construction, any such estimate shall be developed in accordance with Consultant's Standard of Care, but it is recognized by the Parties that neither Consultant nor County has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from County's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by Consultant.

4.5. Consultant hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, Consultant shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Chapter 176, Texas Local Government Code, Consultant shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Consultant submits this signed Agreement to County. TEC Form CIQ and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/forms/conflict/. If Consultant certifies that there are no Conflicts of Interest, Consultant shall indicate so by writing name of Consultant's firm and "No Conflicts" on the TEC Form CIQ.

(c) If Consultant is a privately held entity, then pursuant to Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC, Consultant shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to County at the time Consultant submits this signed Agreement to County. TEC Form 1295 and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/filinginfo/1295/. Consultant agrees and acknowledges that this Agreement shall be of no force and effect unless and until Consultant has submitted said form to County, if and to the extent such form is required under Tex. Gov't Code Ann. § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Tex. Gov't Code Ann. § 2274.002, as amended, Consultant hereby verifies

that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

(g) As required by Tex. Gov't Code Ann. § 2274.002, Texas Government Code as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.001(3), as amended.

(h) Pursuant to Chapter 2274, Texas Government Code, as amended, and to the extent this Agreement grants to Consultant direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Consultant verifies that neither Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" in this paragraph shall have the meaning assigned to such term in Tex. Gov't Code Ann. § 2274.0101.

4.6. Consultant acknowledges and agrees that projects of County may be subject to review and approval by other third parties. Accordingly, as and when requested by County, Consultant shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7. Consultant does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If County reuses any Work Product without Consultant's specific written verification or adaptation, such reuse will be at the risk of County, without liability to Consultant.

4.8. Approval of the County shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the County's approval be deemed to be the assumption of responsibility by the County for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

4.9. Conflicts of Interest Prohibited. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement or any Work Order. If Consultant maintains or acquires a conflicting interest, any contract or Work Order with the County (including this Agreement) involving Consultant's conflicting interest may be terminated by the County. The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff is placed in a position where, in the reasonable opinion of the County, there is or may be an actual conflict,

or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the County under the provisions of the Agreement. The Consultant will disclose to the Authority full particulars of any such conflict of interest which may arise. By means of example only, and not limitation, it shall be a potential conflict of interest if Consultant provides plan review services on any land development, where Consultant has been involved in the preparation of the current or prior plan proposed to be developed in the County to ensure that such conform to codes adopted by the County; or has been involved in the preparation of a plan adjacent or abutting a development for which the County has requested Plan Review Services.

(a) Notice of Potential Conflict. Consultant shall notify County in writing prior to accepting any Work Order, or beginning Services on any assignment or task under a Work Order for which Consultant believes there is or may be an actual or potential conflict of interest due to Engineer's professional services to third parties. If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the County in writing of such conflict. The Consultant shall not receive any compensation, and Consultant waives the same, in connection with any work, Services or other activities of the Consultant for Service provided where a conflict of interest exists, unless notice is provided as required herein. As used herein a conflict of interest.

(b) Termination for Material Conflict. If, in the reasonable judgment of the County after receiving notice required in 4.9(a) or otherwise, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then the County may terminate the Agreement for convenience immediately upon written notice to Consultant; such termination of the Agreement or any Worker shall be effective upon the receipt of such notice by Consultant.

5. Cost Records.

5.1. Consultant shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant shall maintain records of direct costs for which County is charged. County shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. County's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third-party charges only. Except to the extent audit rights are granted to County by applicable law, County shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

6. Ownership of Work Product and Technology.

6.1. All studies, plans, deliverables, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by Consultant, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of County are and shall remain County's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of Consultant, its subconsultants, subcontractors, and/or suppliers ("Consultant Proprietary Information"). To this end, Consultant agrees to and does hereby assign, grant, transfer, and convey to County, its successors and assigns, Consultant's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Consultant confirms that County and its successors and assigns shall own Consultant's right, title and interest in and to, including without limitation

the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, Consultant hereby grants County a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with County's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of County or otherwise in connection with property or projects in which County has an interest (whether by County or a third party). Consultant shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by Consultant only with respect to the Project in connection with which such Work Product was created and is not to be used on any other project. Consultant and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of County's copyright or other reserved rights. Consultant agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. Consultant shall deliver all copies of the Work Product to County upon the earliest to occur of County's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. Consultant is entitled to retain copies of Work Product for its permanent Project records.

7. Confidential Information.

7.1. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document;

(b) Is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or

(c) Is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

7.2. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep

Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

7.3. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

7.4. In providing all services hereunder, Consultant agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

7.5. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

8. Independent Contractor Relationship.

8.1. In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. Consultant shall not be considered a partner, affiliate, agent, or employee of County and shall in no way have any authority to bind County to any obligation.

9. Warranty Period; Guarantees.

9.1. If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with Consultant's Standard of Care, County, in its sole discretion, may: (1) direct Consultant to re-perform and Consultant shall re-perform such Services at its own expense, and as expediently or in the manner required for County's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and Consultant agrees to pay County's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by County as a result of such default. The obligations of Consultant under this subsection 8.1 are in addition to other rights and remedies of County available to it

pursuant to this Agreement or applicable law.

9.2. Consultant agrees to assign County the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by Consultant hereunder and cooperate and assist County in County's enforcement thereof. Consultant's responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of Consultant under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and Consultant makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Consultant shall have no liability to County based upon any theory of liability that any such other warranty was made or breached.

10. Indemnification.

10.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS COMMISSIONERS COURT MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "COUNTY INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY COUNTY INDEMNITEES THAT ARISE FROM OR RELATE TO PERFORMANCE OF THE SERVICES OR THIS AGREEMENT TO THE EXTENT:

(a) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(b) CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(c) CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING ACTUAL OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(d) DUE TO THE FAILURE OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

(e) OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF THIRD PARTY TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER AGREEMENT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL.

NOTHING CONTAINED IN THIS SECTION 10.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS COUNTY OR ANY INDEMNITEES FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COUNTY OR

INDEMNITEES SUBJECT TO THE LIMITATIONS IN TEX. LOC. GOV'T CODE ANN. § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B). NOTHING IN THIS SECTION 10 IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR COUNTY UNDER TEXAS LAW.

10.2. TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE COUNTY INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 11 HEREOF OR THE COUNTY INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 10.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 10.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE COUNTY INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

10.3. Consultant shall procure liability insurance covering its obligations under this section.

10.4. It is mutually understood and agreed that the indemnification provided for in this section 9 shall indefinitely survive any expiration, completion or termination of this Agreement. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.5. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Section 9.1, and any Additional Insured requirements under Section 11, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

11. Limitation of Liability.

11.1. SUBJECT TO SECTION 11.2, BELOW, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11.2. EXCLUSIONS FROM WAIVER. NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 11.1 ABOVE, COUNTY AND CONSULTANT MUTUALLY AGREE THAT THE FOLLOWING LIABILITIES, OBLIGATIONS AND DAMAGES ARE SPECIFICALLY EXCLUDED FROM ANY WAIVER OF CONSEQUENTIAL DAMAGES SET FORTH IN SECTION 11.1:

(a) CONSULTANT'S OBLIGATION TO INDEMNIFY OWNER OR OTHER COUNTY INDEMNITEE UNDER SECTION 10.1 FOR CONSEQUENTIAL DAMAGES ARISING OUT OF CLAIMS (A) ASSERTED UNDER SECTION 10.1 AND 10.2 AND (B) SUFFERED BY THIRD PARTIES WITH RESPECT TO CLAIMS COVERED BY CONSULTANT'S INDEMNIFICATION OBLIGATIONS;

(b) A PARTY'S WAIVER IN SECTION 10.1 WILL NOT APPLY TO THE EXTENT ITS EFFECT WOULD BE TO LIMIT THE OBLIGATION OF AN INSURER TO PAY INSURANCE PROCEEDS THAT WOULD, BUT FOR THE OPERATION OF SUCH WAIVER, BE PAYABLE BY THAT INSURER;

(c) ANY DIRECT OR "NON-CONSEQUENTIAL" DAMAGE(S) INCURRED BY OWNER OR CONSULTANT;

(d) COSTS OF CORRECTIVE OR COMPLETION WORK CAUSED BY OR RESULTING FROM THE CONSULTANT'S FAILURE TO COMPLY WITH THE REQUIREMENTS IMPOSED ON THE CONSULTANT BY THIS AGREEMENT OR ANY WORK ORDERS ISSUED THEREUNDER;

(e) FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY;

(f) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONSULTANT OR ITS SUBCONSULTANTS, THEIR EMPLOYEES OR ANY FOR WHOM THEY ARE RESPONSIBLE.

11.3. THE PARTIES AGREE THAT NEITHER PARTY'S INDIVIDUAL EMPLOYEES, OFFICERS, ELECTED

OFFICIALS, DIRECTORS OR PRINCIPALS SHALL BE SUBJECT TO ANY PERSONAL LIABILITY AS A RESULT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY WORK ORDER FOR SERVICES HEREUNDER, EXCEPT AS REQUIRED UNDER CHAPTER 1051, TEXAS OCCUPATIONS CODE. IN CASES INVOLVING THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COUNTY'S, OR CONSULTANT'S EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS, OR PRINCIPALS, THE FOREGOING LIMITATION SHALL NOT APPLY AND THE OTHER PARTY SHALL BE ENTITLED TO ALL AVAILABLE REMEDIES AT LAW OR IN EQUITY.

12. Insurance.

12.1. General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below.

Each Subconsultant must provide Worker's Compensation/Employer's liability, Professional Liability, CGL, and Automobile Liability coverage with equal limits as Consultant; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each Subconsultant's operations but, if such adjustment is requested, it must be submitted to County for approval before the Consultant enters into an agreement or any work commences under the agreement in question.

During the term of the Agreement Consultant's insurance policies shall meet the minimum requirements of this section.

12.2. Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.
(b) Business Automobile Liability.
(c) Workers Compensation/Employer's Liability
(d) Professional Liability.

12.3. Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the County, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the County, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the County pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the County's Representative at the time of execution of this Agreement (attached hereto as "Exhibit D" and incorporated by reference), and approved by the County before any letter of authorization to commence planning will issue or any work on the Project commences.

12.4. General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
(b) Deductibles shall be listed on the Certificate of Insurance.
(c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the Maverick County.
(e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved

forms.

(f) Additional Insured Status. To the fullest extent permitted under Texas law County, and Indemnitees, shall be included as additional insureds on each CGL policy procured by Consultants and Subconsultants using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage. Such parties shall also be included as additional insureds on all other policies procured by Consultant and Subconsultants except Worker's Compensation/Employer's Liability and Professional Liability with endorsements approved by County. Notwithstanding anything to the contrary, such additional insured coverage shall not exceed that allowed under Texas law.

12.5. Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $1,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

(e) The County shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

12.6. Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A.M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

(e) The County shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

12.7. Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "Consultant' as identified in this Agreement:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them

not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/employer's liability insurance shall include the following terms:

(c) Employer's Liability limits of $1,000,000 for each accident is required.

(d) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

(e) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(f) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

(i) Definitions:

(A) Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(B) Duration of the Project – includes the time from the beginning of the work on the Project until the Consultant's/person's work on the project has been completed and accepted by the governmental entity.

(C) Persons providing services on the project ("subcontractors" Tex. Lab. Code Ann. § 406.096) – includes all persons or entities performing all or part of the services the Agreement or has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, subconsultants, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(ii) The Consultant shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Tex. Labor Code Ann. § 401.011(44) for all employees of the Consultant providing services on the project, for the duration of the project.

(iii) The Consultant must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

(iv) If the coverage period shown on the Consultant's current certificate of coverage ends during the duration of the Project, the Consultant must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

(v) The Consultant shall obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the

governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven calendar days after receipt by the Consultant, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(vi) The Consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(vii) The Consultant shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Consultant knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

(viii) The Consultant shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(ix) The Consultant shall contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Tex. Labor Code Ann. § 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(B) provide to the Consultant, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(C) provide the Consultant, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(D) obtain from each other person with whom it contracts, and provide to the Consultant:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(3) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(4) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(5) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

(6) By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Consultant is representing to the governmental entity that all employees of the Consultant who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and

payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(7) The Consultant's failure to comply with any of these provisions is a breach of Contract by the Consultant that entitles the governmental entity to declare the Contract void if the Consultant does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

12.8. Professional Liability Requirements. The following Professional Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum of $,000,000 per claim and $5,000,000 aggregate, wi
$500,000.00. Financial statements shall be furnished to Maver

James Pruden
2026-02-04 17:00:00
Clarification needed.

(c) Professional liability coverage will be obtained and mai ained by Consultant and Subconsultant with policy limits set forth above to insure fr m and against all negligent acts, errors, and omissions in the professional services pe formed by them, and their agents, representatives, employees, subcontractors, and sub consultants. Coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project. All policies shall be maintained until all claims arising out of the services provided by each entity are barred by the statute of repose under Texas law. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

13. Changes; Termination For Convenience; Termination For Cause.

13.1. County may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of Consultant, shall impact Consultant's compensation or schedule, then (a) such changes shall be authorized by written change order issued by County and accepted by Consultant, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

13.2. County may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, County shall have the right but not the obligation to assume all obligations and commitments that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and County shall pay Consultant, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided County has pre-approved such costs. Consultant shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, Consultant shall invoice County for all services performed by Consultant prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by County and County's receipt of all Work Product. Consultant shall include a similar

provision allowing for termination for convenience on similar terms in all its lower-tier subcontracts.

13.3. This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that County terminates this Agreement or any Work Order for cause, Consultant shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to County's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, Consultant is declared in default and/or terminated by County under any Work Order with County, County shall have the right to offset and apply any amounts which might be owed to County by Consultant against any earned but unpaid amounts owed to Consultant by County under any Work Order. In the event any Work Order is terminated by County, Consultant shall promptly deliver to County all Work Product with respect to such terminated Work Order.

13.4. The County may, without cause, order the Consultant in writing to suspend, delay, or interrupt this Agreement or any Work Order in whole or in part for such period of time as the County may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue Services on the date and to the extent specified in the notice. The Consultant shall be compensated for Services performed prior to notice of such suspension. When the services under this Contract are resumed, the Consultant shall be compensated for expenses directly and necessarily incurred in the interruption and resumption of the Consultant's services, without markup.

14. Notices.

14.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

14.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Maverick County
Attn: County Judge
_____, Eagle Pass, TX _____

With a copy to: _____
Attn: _____
_____, Eagle Pass, TX _____

Consultant: _____
Attn: _____

14.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

(a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

15. Force Majeure.

15.1. Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of Consultant contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by Consultant and (ii) prevents the performance of Services.

15.2. If Consultant is affected by Force Majeure, Consultant shall promptly provide notice to County, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five (5) days after Consultant first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on Consultant's ability to communicate with County. Consultant shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

16. Successors, Assignment and Subcontracting.

16.1. County and Consultant bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

16.2. No right or interest in this Agreement or any Work Order shall be assigned by Consultant or County without the prior written consent of the other Party.

16.3. Prior to commencement of any part of the Services to be provided under any Work Order with respect to which Consultant has elected to subcontract, Consultant will notify County in writing of the identity of the particular subcontractor, subconsultant or supplier Consultant intends to employ for the performance of such part of the Services and the scope of Services it will perform. County shall have the right within twenty-one (21) calendar days of such written notice to disallow Consultant's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by Consultant as a result of such disallowance shall be borne by County.

17. Severability; Non-Waiver.

17.1. If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect. The Parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the Parties.

17.2. Failure by County in any instance to insist upon observance or performance by Consultant of any term, condition or obligation of this Agreement shall not be deemed a waiver by County of any such observance or performance. No waiver by County of any term, condition, obligation or breach of this Agreement will be binding upon County unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by County to Consultant with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

18. License Requirements.

18.1. The Consultant and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

19. Entire Agreement.

19.1. This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

20. Governing Law; Venue.

20.1. This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Maverick County, Texas.

21. Dispute Resolution.

21.1. Each party to this Agreement is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable to perform under the circumstances.

21.2. Before invoking mediation or any other alternative dispute process set forth herein, the parties to this Agreement agree they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute to the other, then the parties shall proceed with mediation alternative dispute resolution process contained herein. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

21.3. In the event that County or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

(a) Request for mediation shall be in writing and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon the written agreement of both parties.

(b) In the event County and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this Section 19 shall be deemed to have occurred.

(c) The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Travis County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

(d) Consultant and County expressly agree that, in the event of litigation, both parties waive rights to payment of attorneys' fees that might otherwise be recoverable pursuant to

Chapter 38, Texas Civil Practice and Remedies Code and Tex. Loc. Gov't Code Ann. § 271.153, the Prompt Payment Act, common law or any other provision for payment of Attorneys' fees.

(e) Notwithstanding the foregoing, in the event County and any other consultant and/or any contractor are involved in a dispute in connection with a project for which Consultant has provided Services, and County, in its sole discretion, determines that Consultant's participation in any dispute resolution meeting or mediation proceeding between County and any such consultant and/or contractor is necessary to the resolution of such dispute, Consultant agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

21.4. Notwithstanding the foregoing, before bringing an action asserting a claim for a construction defect as provided by Tex. Gov't Code Ann. §§ 2272.001 et seq., as amended, County shall provide Consultant a written report by certified mail, return receipt requested, that clearly: identifies the specific construction defect on which the claim is based; describes the present physical condition of the affected structure; and describes any modification, maintenance, or repairs to the affected structure made by County or others since the affected structure was initially occupied or used. Not later than the five (5) days after the date Consultant receives a report under this section, Consultant must provide a copy of the report to each subcontractor/subconsultant retained on the construction of the affected structure whose work is subject to the claim.

21.5. Before bringing an action asserting a claim under Chapter 2272, Texas Government Code, County shall allow each party with under this Agreement with County is subject to the claim and any known subcontractor/subconsultant or supplier who is subject to the claim:

(a) a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of thirty (30) days after sending the report required by Section 21.4; and

(b) at least 120 days after the inspection to:

(i) correct any construction defect or related condition identified in the report; or

(ii) enter into a separate agreement with County to correct any construction defect or related condition identified in the report.

(c) County is not required to allow a party to make a correction or repair under this section 21.5 if:

(i) the party:

(A) is a contractor and cannot provide payment and performance bonds to cover the corrective work;

(B) cannot provide liability insurance or workers' compensation insurance;

(C) has been previously terminated for cause by the County; or

(D) has been convicted of a felony; or

(ii) the County previously complied with the process required by Subsection (a) regarding a construction defect or related condition identified in the report and:

(A) the defect or condition was not corrected as required by Subsection 21.5(b)(i) or an agreement under Subsection 21.5(b)(ii) or

(B) the attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.

(iii) If a report provided by County under Section 21.4 identifies a construction defect that is corrected under Section 21.5 or for which the County recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by the County to obtain the report with respect to identification of that construction defect.

21.6. This Section 21 does not prohibit or limit the County from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public.

22. Electronic Signatures; Counterparts.

22.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of County, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of County regarding electronic signatures shall apply.

23. Publicity.

23.1. Neither Consultant nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of County, unless such materials have first been reviewed and approved in writing by County. This provision shall not apply to mandatory reports which Consultant or its subconsultants are required by law to file with governmental authorities.

24. General Terms.

24.1. Cumulative Mutual Remedies. In the event of default by a Party herein, the other Party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

24.2. State or Federal Laws. This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

24.3. No Third-Party Beneficiary. The Parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

24.4. Captions. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

24.5. Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

MAVERICK COUNTY	**[CONSULTANT]**
_____	_____
Ramsey English-Cantu, County Judge	Authorized Agent – Signature
_____	_____
Date	Authorized Agent- Printed Name
ATTEST:	_____
	Title
_____	
_____, County Clerk	_____
	Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____to accomplish and pay the obligation of Maverick County under this contract.

_____
Gloria Barrientos, County Auditor

Exhibit B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, between the County and Consultant effective_____,

20_.

Work Order Date: _____

Consultant: _____

Consultant Project Manager: _____

County Point of Contact: _____

Type of Compensation: _____

Compensation: _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

MAVERICK COUNTY	**[CONSULTANT]**
_____	_____
Ramsey English-Cantu, County Judge	Name:_____
	Title: _____
_____	_____
Date	Title
ATTEST:	_____
	Date
_____	
_____, County Clerk	

Exhibit C

Compensation terms for cost reimbursable and lump sum Services:

A.1. Compensation Based On Cost With Multiplier

For professional and non-professional staff, County will compensate Consultant on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as Administrator, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) Raw Salary Multipliers

- X.XX for professional and non-professional staff working at Consultant or its subcontractor, subconsultant, or vendor offices.
- X.XX for professional and non-professional staff working in the field during construction or at County offices for a minimum period of six (6) consecutive months.
- X.XX for construction inspectors working in the field.

(b) Expenses

"Billable Expenses" include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). "Billable Expenses" include: subconsultants; travel expenses to and from locations outside _____ and Bexar County; and copies of all deliverables submitted to County. All local vehicle use outside_____and Bexar Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. Lump Sum Compensation

County will compensate Consultant on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. County may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. Consultant will submit and County will pay monthly invoices based on the mutually agreed upon percentage of the Project completed.

Exhibit D
Certificate of Insurance



REGULAR ITEMS

42

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to accept and open request for proposals for Inmate Medical Service for Tom Bowles Detention Center
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: Sheriff office
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

43

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and appropriate action to accept and open request for proposals for Inmate Medical Service for Tom Bowles Detention Center
SPONSORED BY:	DEPARTMENT HEAD REQUESTING: Sheriff office
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
Request for Proposals
Maverick County Regional Public Defender Office

Notice is hereby given that Maverick County is seeking Request for Proposals from qualified and experienced companies to provide legal services in support of a Regional Public Defender Office that will provide representation for Indigent Criminal Defendants in Maverick, Dimmit, and Zavala. RFP packages can be obtained from the Auditor's office located at 370 N. Monroe Street, Suite 1; or by e-mail from copurchasing@co.maverick.tx.us and at the County's website co.maverick.tx.us Responses shall be submitted to:

Maverick County Clerk's Office
500 Quarry Street, Suite 2
Eagle Pass Texas 78852
No later than 2:00 p.m. on March 26th, 2026
Responses should be submitted by sealed envelope and marked
"RFP# FY26-04: Maverick County Regional Public Defender Office"

PROPOSALS RECEIVED AFTER THE DEADLINE TIME WILL BE RETURNED UNOPENED

MAVERICK COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

Publication Dates
March 11, 2026
March 18, 2026



REGULAR ITEMS

44

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next	AGENDA ITEM / SUBJECT OF DELIBERATION: Discussion and Appropriate Action to approve the lateral transfers of the following employees: Investigator, Hector Blanco, Legal Assistant Juan Camarillo, Legal Assistant, Leslie Ibarra, Legal Assistant Cristina Perez, and Paralegal Melissa Garza from the Operation Lone Star grant #4376305 to the Border Prosecution Unit grant #2991608.
SPONSORED BY: County Judge	DEPARTMENT HEAD REQUESTING: Roberto Serna
BACKGROUND/PREVIOUS ACTION: Discussion and Appropriate Action to approve the lateral transfers of the following employees: Investigator, Hector Blanco, Legal Assistant Juan Camraillo, Legal Assistant, Leslie Ibarra, Legal Assistant Cristina Perez, and Paralegal, Melissa Garza from the Operation Lone Star grant #4376305 to the Border Prosecution Unit grant #2991608 beginning on the day after approval. This is to be funded through the BPU Grant, therefore, at no cost to the County of Maverick.	
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
Sofia Gutierrez

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

February 13, 2026

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

RE: Discussion and Appropriate Action to approve the lateral transfers of the following employees:
Investigator, Hector Blanco, Legal Assistant, Leslie Ibarra, Legal Assistant Cristina Perez, Legal Assistant, Juan Camarillo, and Paralegal, Melissa Garza from the Operation Lone Star grant #4376305 to the Border Prosecution Unit grant #2991608.

Dear Honorable Judge Cantu:

We are requesting that the following employees be laterally transferred from the Operation Lone Star Grant to the Border Prosecution Unit Grant. This will be fully funded through the BPU grant therefore, at no cost to the county of Maverick.

- Discussion and Appropriate Action to approve the lateral transfer of Legal Assistant, Leslie Ibarra from the Operation Lone Star grant #4376305, 293rd Judicial District Attorney's Office, with annual salary of $38,628.00 per annum plus fringe benefits $17,442.00 total $56,070.00, beginning on the day after approval. This is to be funded through BPU Grant #2991608, therefore, will be at no cost to the County of Maverick.
- Discussion and Appropriate Action to approve the lateral transfer of Legal Assistant, Cristina Perez from the Operation Lone Star grant #4376305, 293rd Judicial District Attorney's Office, with annual salary of $38,628.00 per annum plus fringe benefits $17,442.00 total $56,070.00, beginning on the day after approval. This is to be funded through BPU Grant #2991608, therefore, will be at no cost to the County of Maverick.
- Discussion and Appropriate Action to approve the lateral transfer of Paralegal, Melissa Garza from the Operation Lone Star grant #4376305, 293rd Judicial District Attorney's Office, with annual salary of $38,628.00 per annum plus fringe benefits $17,442.00 total $56,070.00, beginning on the day after approval. This is to be funded through BPU Grant #2991608, therefore, will be at no cost to the County of Maverick.

DISTRICT ATTORNEY
Roberto Serna

ASSISTANT DISTRICT ATTORNEYS
Hugo Zapata
Amanda Riojas
Ruben Ramos
Ramses Betancourt
Roxanne S. Meraji
Sofia Gutierrez

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

- Discussion and Appropriate Action to approve the lateral transfer of Legal Assistant, Juan Camarillo from the Operation Lone Star grant #4376305, 293rd Judicial District Attorney's Office, with annual salary of $38,628.00 per annum plus fringe benefits $17,442.00 total $56,070.00, beginning on the day after approval. This is to be funded through BPU Grant #2991608, therefore, will be at no cost to the County of Maverick.
- Discussion and Appropriate Action to approve the lateral transfer of Investigator, Hector Blanco from the Operation Lone Star grant #4376305, 293rd Judicial District Attorney's Office, with annual salary of $60,000.00 per annum plus fringe benefits, beginning on the day after approval. This is to be funded through BPU Grant #2991608, therefore, will be at no cost to the County of Maverick.

With kind personal regards, I am…,

Respectfully,

Robert Serna
293rd Judicial District Attorney

Cc: Mr. Rito Valdez, Maverick County Treasurer
Mrs. Gloria Barrientos, Maverick County Auditor
Jesus Sanchez, Maverick County Human Resources
Mrs. Maria Sarimento, Maverick County Assistant Auditor
Mr. Jaime Iracheta, Maverick County Attorney
Ms. Jacqueline Reyna, Maverick County Attorney Grant Coordinator
Ms. Mayra Ramirez, Maverick County Assistant Treasurer



REGULAR ITEMS

45

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
	Discussion and possible action to transfer a confiscated 2023 Ford Explorer (VIN#), as granted by Justice of the Peace Precinct 3-2, to the Maverick County Sheriff's Office Criminal Investigation Department.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Sheriff's Office	Sheriff Tom Schmerber
BACKGROUND/PREVIOUS ACTION:	
COST:	BUDGETED LINE ITEM:
RECOMMENDATION FROM DEPARTMENT DIRECTOR:	
AGENDA ITEM SPONSOR COMMENTS:	
LEGAL COUNSEL COMMENTS/RECOMMENDATION:	
ATTACHMENTS:	
SUGGESTED MOTION:	

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

CAUSE NO. AD2500004

	§	IN THE JUSTICE COURT
IN THE MATTER OF	§	
	§	
MAVERICK COUNTY SHERIFF DEPARTMENT	§	PRECINCT 3 PLACE 2
	§	
	§	
	§	MAVERICK COUNTY, TEXAS

ORDER DETERMINING DISPOSITION OF STOLEN PROPERTY

On **February 10, 2026**, the court heard this case.

The following interested parties appeared:

☑ Maverick County Sheriff Department - D/S Mario Garza
☐ PV Holding Corp

The court **FINDS** that the following property was seized by law enforcement, is alleged to have been stolen or acquired in an illegal way, and law enforcement is not allowed to release the property without a court order: **2023 Ford Explorer** VIN **#:**

☐ The court **FINDS** that no criminal action related to the property is pending and the owner of the property is known. The court therefore **ORDERS** that:
  ☐ The property be delivered to: _____.
  ☐ The property be delivered to _____ after payment of storage costs in the amount of _____.
  ☐ The property is awarded to the custody of the peace officer that seized it, _____ _____, pending resolution of criminal investigations regarding the property.

☑ The court **FINDS** that no criminal action related to the property is pending, probable cause exists to believe that the property was acquired by theft or another offense, and the identity of the owner cannot be determined. The court therefore **ORDERS** the peace officer with custody of the property, **2023 Ford Explorer**, to:
  ☑ Deliver the property to the following government agency for official purposes: **Maverick County Sheriff Department.**

☐ Deliver the property to the following person, who is authorized by Code of Criminal Procedure Art. 18.17 to receive and dispose of the property: _____

_____.

☐ Destroy the property.

☐ The court **FINDS** that a criminal investigation related to the property is pending. The court further **FINDS** that the property is under the control of a peace officer and the court is satisfied that it has been proven that the person named below is the true owner of the property. The court therefore **ORDERS** the property to be delivered to _____ after investigation is complete.

☐ The court **FINDS** that there is doubt as to the ownership of the property and therefore **ORDERS** that _____, will hold the property until proper ownership can be proven and further orders are made regarding possession.

Optional:

☐ The court further **FINDS** that there is doubt as to the ownership of the property and therefore **ORDERS** that before the property may be delivered to them, the alleged owner, _____, is required to post a bond in an amount equal to the value of the property. The bond must be payable to and approved by the county judge of _____ County *(where the property is in custody)* and be filed in the office of the county clerk of that county.

ISSUED AND SIGNED on February 10th, 2026.

Jeannie F Smith

JEANNIE F SMITH
JUSTICE OF THE PEACE, PRECINCT 3 PLACE 2
MAVERICK COUNTY, TEXAS



REGULAR ITEMS

46

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
	Discussion and possible action to transfer a confiscated 2013 Jaguar XF (VIN#), as granted by Justice of the Peace Precinct 3-2, to the Maverick County Sheriff's Office Criminal Investigation Department.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Maverick County Sheriff's Office	Sheriff Tom Schmerber

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

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

CAUSE NO. AD2500005

	§	IN THE JUSTICE COURT
IN THE MATTER OF	§	
	§	
MAVERICK COUNTY SHERIFF DEPARTMENT	§	PRECINCT 3 PLACE 2
	§	
	§	
	§	MAVERICK COUNTY, TEXAS

ORDER DETERMINING DISPOSITION OF STOLEN PROPERTY

On **February 10, 2026**, the court heard this case.

The following interested parties appeared:

- ☑ Maverick County Sheriff Department - D/S Mario Garza
- ☐ Xavian Deandre Lacy
- ☐ Brazos Valley Schools Credit Union

The court **FINDS** that the following property was seized by law enforcement, is alleged to have been stolen or acquired in an illegal way, and law enforcement is not allowed to release the property without a court order: **2013 Jaguar XF** VIN **#:**

- ☐ The court **FINDS** that no criminal action related to the property is pending and the owner of the property is known. The court therefore **ORDERS** that:
  - ☐ The property be delivered to: _____.
  - ☐ The property be delivered to _____ after payment of storage costs in the amount of _____.
  - ☐ The property is awarded to the custody of the peace officer that seized it, _____ _____, pending resolution of criminal investigations regarding the property.

- ☑ The court **FINDS** that no criminal action related to the property is pending, probable cause exists to believe that the property was acquired by theft or another offense, and the identity of the owner cannot be determined. The court therefore **ORDERS** the peace officer with custody of the property, **2013 Jaguar XF,** to:
  - ☑ Deliver the property to the following government agency for official purposes: **Maverick County Sheriff Department.**

☐ Deliver the property to the following person, who is authorized by Code of Criminal Procedure Art. 18.17 to receive and dispose of the property: _____
_____.

☐ Destroy the property.

☐ The court **FINDS** that a criminal investigation related to the property is pending. The court further **FINDS** that the property is under the control of a peace officer and the court is satisfied that it has been proven that the person named below is the true owner of the property. The court therefore **ORDERS** the property to be delivered to _____ after investigation is complete.

☐ The court **FINDS** that there is doubt as to the ownership of the property and therefore **ORDERS** that _____, will hold the property until proper ownership can be proven and further orders are made regarding possession.

Optional:

☐ The court further **FINDS** that there is doubt as to the ownership of the property and therefore **ORDERS** that before the property may be delivered to them, the alleged owner, _____, is required to post a bond in an amount equal to the value of the property. The bond must be payable to and approved by the county judge of _____ County *(where the property is in custody)* and be filed in the office of the county clerk of that county.

ISSUED AND SIGNED on February 10th, 2026.

Jeannie F Smith

JEANNIE F SMITH
JUSTICE OF THE PEACE, PRECINCT 3 PLACE 2
MAVERICK COUNTY, TEXAS



REGULAR ITEMS

47

COMMISSIONER'S COURT COMMUNICATION

EMAILED February 5, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action approve Maverick County Airport Water Works Drought Contingency Plan.

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Olga Ramos	Commissioner Olga Ramos

BACKGROUND/PREVIOUS ACTION:

COST:	BUDGETED LINE ITEM:
None	None

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

As Recommended

AGENDA ITEM SPONSOR COMMENTS:

LEGAL COUNSEL COMMENTS/RECOMMENDATION:

ATTACHMENTS:
Plan

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
DROUGHT CONTINGENCY PLAN

The Maverick County comprehensive drought contingency plan is a proactive strategy developed by Maverick County to address the impacts of drought on the Maverick County water supply and demand. It will include a set of measures, protocols, and strategies to manage water resources efficiently, minimize water use, and mitigate the effects of drought on the community, economy, and environment.

Maverick County hereby establishes as part of their operating rules a plan in which water can be partially or totally restricted, in the purview of the Commissioner's Court or its representative, and as necessitated by the emergency.

The Maverick County comprehensive drought contingency plan will include the following:

1. A "Stage 1" curtailment allows the Commissioner's Court or its representative to restrict the use of water for outdoor sprinkling, watering of lawns, shrubs, driveways, and car washing to certain areas of the County's service area by days and to certain hours. Said restrictions will remain in effect until the Commissioner's Court or its representative lifts the restrictions. More specifically, the following actions shall be implemented:

   A. Inform the public through the news media that a trigger condition (Stage 1) has been initiated. Customers are requested to voluntarily reduce water use. Practical water savings tips will be provided through the news media.
   B. Notify commercial and institutional water users of the situation and request voluntary water use restrictions.
   C. The following mandatory lawn watering schedule shall be implemented:

   Customers with even numbered street addresses may water on even numbered days of the month. Customers with odd numbered street addresses may water on odd numbered days of the month. Watering shall occur only between the hours of 6:00 am to 10:00 am and 8:00 pm to 10:00 pm and no watering on weekends.

D. During winter months, request water users to insulate pipes rather than running water to prevent freezing.
E. The County will closely monitor water pressure in the distribution system and water levels in the storage tanks.

2. A "Stage 2" curtailment authorizes the Commissioner's Court, or its representatives to ban the use of water entirely for outdoor sprinkling, watering lawns, shrubs, driveways, and car washing. Said restrictions will remain in effect until the Commissioner's Court, its representative lifts the ban. More specifically, the following actions will be performed:

   A. Continue implementation of all relevant actions in Stage 1.
   B. Car washing, window washing, pavement washing will be prohibited except when a bucket is used.
   C. The following public water uses, not essential for public health or safety, are prohibited:

      1. Street washing and watering
      2. Fire hydrant flushing
      3. Filling of swimming pools and decorative ponds
      4. Golf course watering
      5. Athletic field watering

3. The curtailment will be effective upon the Commissioner's Court, or its representative, giving notice of curtailment to the customers within the water system's service areas, the posting of a notice of curtailment and notifying the news media of curtailment.

4. The curtailment will be terminated upon the Commissioner's Court, or its representative, giving notice of termination in the same manner in which the curtailment was instituted.

5. Any violation of the operating rules adopted by the County shall carry a penalty of forfeiture of service from the County and termination of service.

In addition to the existing Drought Contingency Plan, the County will enact the following Drought Contingency Measures:

A. Mild Drought Contingency Measures:
The Maverick County comprehensive drought contingency plan will be flexible, adaptive, and regularly reviewed and updated to account for changing drought conditions, water supply availability, and stakeholder needs. It will also be

communicated effectively to the public, and include provisions for public engagement, stakeholder involvement, and education to promote water conservation and sustainable water use practices during drought conditions in Maverick County.



REGULAR ITEMS

48

COMMISSIONER'S COURT COMMUNICATION

02/05/2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR Discussion and appropriate action to install a walking trail at Glass Elementary through our MOU with EPISD.
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.**

Olga Ramos

Maverick County Commissioner PCT3

Date: 2/5/26

To: Maverick County Hon. Judge Ramsey English Cantu

From: Maverick County Commissioner Olga Ramos

Subject: Commissioners Court Agenda

Good afternoon, attached is documentation to submit an item on Commissioners Court regarding installation of a walking trail at Glass Elementary through our MOU with Eagle Pass Independent School District. If any questions or concerns arise please be free to contact my office at (830) 773-1716.

Olga Ramos

Maverick County Pct. 3 Commissioner

2989 Sanchez Ave. Eagle Pass. TX 78852
Phone: 830-773-1716 Fax: 830-773-7730
Email: olgaramos@co.maverick.tx.us



REGULAR ITEMS

49

COMMISSIONER'S COURT COMMUNICATION

EMAILED February 18, 2026

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: CONSENT 1. Discussion and Appropriate Action to discuss the Quemado Cemetery Groundskeeper Services outstanding invoices for Pura Leticia Gonzalez.
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: Picture	
SUGGESTED MOTION:	

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

Quemado Cemetery Groundskeeper Service Agreement

This Agreement ("Agreement") is made and entered into on October 08 2025, between Maverick County, a political subdivision of the State of Texas with its principal office at 500 Quarry Street ("County"), and Mrs. Pura L. Gonzalez, an independent contractor with an address at P.O. Box 294 Quemado, TX 78852 ("Contractor").

1. Scope of Services

1.1. The County hereby contracts the services of the Contractor for Groundskeeping Services at the Quemado Cemetery located in Quemado, in accordance with the terms and conditions set forth in this Agreement.

1.2. The Contractor agrees to provide regular lawn maintenance services, including mowing, trimming, edging, weeding, picking up and removing trash/flower arrangements, pruning, purchasing of gasoline for power tools, gas treatment, trimmer string, and any other services necessary to maintain the cemetery grounds in a clean, neat, and orderly condition.

1.3. The County will be responsible for purchasing power equipment (tractor & trimmer), any maintenance or repairs on power equipment (including yearly oil change, gas, air filter, mower blades, etc.), any heavy brush and vegetation, and/or heavy tree pruning or removal of tree stumps.

2. Compensation

2.1. In consideration of the services rendered by the Contractor, the County agrees to pay a monthly fee of Seven Hundred US Dollars ($700) to the Contractor.

2.2. The Contractor shall submit an invoice to the County for the services provided, and payment will be made within a timely fashion in accordance with County policies.

3. Term and Renewal

3.1. This Agreement shall commence on October 14, 2024 and continue for a period of one (1) year unless terminated earlier in accordance with the terms of this Agreement.

3.2. This Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of its intent to terminate the Agreement at least thirty (30) days prior to the expiration of the then-current term.

4. Termination

4.1. Either party may terminate this Agreement by providing written notice to the other party with at least thirty (30) days' notice.

4.2. In the event of termination, the County shall pay the Contractor for all services rendered up to the effective date of termination.

5. Independent Contractor Status

5.1. The Contractor is an independent contractor and not an employee of the County. The Contractor is responsible for all taxes, insurance, and benefits.

6. Insurance

6.1. The Contractor shall maintain general liability insurance and worker's compensation insurance, if required by law, and shall provide proof of insurance to the County upon request.

7. Compliance with Laws
7.1. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the services provided under this Agreement.
7.2. The Contractor shall obtain all necessary permits and licenses required for the performance of the services under this Agreement.

8. Governing Law
8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

9. Indemnification
9.1. Contractor agrees to indemnify and hold harmless Maverick County and its assigns from and against any losses, claims, liabilities, or damages occurring as a result of or arising out of this Agreement on account of Contractor's negligence or willful misconduct, to the extent not caused by the fault of Maverick County.

10. Governmental Immunity
10.1. The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a party may have by operation of law. Maverick County retains all governmental immunities.

11. Notices
11.1. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, sent by certified mail, return receipt requested, or sent by recognized overnight courier, to the respective addresses of the parties as set forth above, or to such other addresses as may be specified by either party in writing.

12. Entire Agreement
12.1. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Maverick County

By: _____ County Judge _____ (date)

Mrs. Pura L. Gonzalez

By: _____ Pura L. Gonzalez 12/3/25 (date)

Commissioner Ramos replied yes.
A motion was duly made by Commissioner Ramos, seconded by Commissioner Ruiz and unanimously carried to approve item as presented.

W. Discussion and Appropriate Action to renew the Quemado Cemetery Groundskeeper Service Agreement for the Fiscal Year 2026. -Commissioner Ramos
A motion was duly made by Commissioner Ramos, seconded by Commissioner Ruiz and unanimously carried to open the item
Matthew Grove asked same question as previous item.
Gloria Martinez-Barrientos Auditor addressed the Court and stated they don't have a purchase order, but it'll be paid yearly, yearly purchase order.
Commissioner Ramos stated it'll be yearly. It is a standard that they do and they will submit a PO.
County Judge English Cantu stated for clarification, that'll be submitting the process. These are standard agreements that should not have any issues in order to proceed with the process. "Is that correct, Mrs. Barrientos."
Mrs. Barrientos replied yes. She asked if it would be the same amount as last year.
Commissioner Ramos replied yes, it is the same amount as last year.
A motion was duly made by Commissioner Ramos, seconded by Commissioner Ruiz and unanimously carried to approve item as presented.

6. 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.

3. Real Property located on Weyrich Farm Mobile Home Park- Commissioner Ramos

4. Maverick County Water Works Hauling Water and Water Rates. - Commissioner Ramos

5. Maverick County Airport Water Works. -Commissioner Ramos

6. Real Property contracts for homes located at Radar Base. - Commissioner Ramos

Executive Session on matters pursuant to 551.071; Consultation with Attorney.

T. Discussion and Appropriate Action to allow Maverick County to enter private property located at 4053 Deer Run Blvd to access canal for clearing to avoid vector and possible flooding. -Commissioner Ramos

Open session:

Court goes into Executive Session at 6:50 o' clock P.M.
Court returns from Executive Session at 8:47 o'clock P.M.

Considerate and possible action on matters discussed in Executive Session.

Note: County Judge English Cantu stated Matthew Grove Legal Counsel is on via zoom.

7. RECONVENE OPEN SESSION

Consider taking action on the following matters:



REGULAR ITEMS

50

COMMISSIONER'S COURT COMMUNICATION

2/25/2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR Discussion and appropriate action to approve the Memorandum of Understanding (MOU) with Maverick County and Eagle Pass Independent School District.
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.**

Olga Ramos

Maverick County Commissioner PCT3

Date: 2/25/26

To: Maverick County Hon. Judge Ramsey English Cantu

From: Maverick County Commissioner Olga Ramos

Subject: Commissioners Court Agenda

Good afternoon, attached is documentation to submit an item on Commissioners Court regarding the Memorandum of Understanding (MOU) with Maverick County and Eagle Pass Independent School District. If any questions or concerns arise please be free to contact my office at (830) 773-1716.

Olga Ramos

Maverick County Pct. 3 Commissioner

2989 Sanchez Ave. Eagle Pass. TX 78852
Phone: 830-773-1716 Fax: 830-773-7730
Email: olgaramos@co.maverick.tx.us

STATE OF TEXAS	**)(**	**INTERGOVERNMENTAL AGREEMENT**
	)(	
COUNTY OF MAVERICK	**)(**	**FOR SERVICES AND EQUIPMENT**

This Agreement is made on the _____ of _____ 2026, between Maverick County, a political subdivision of the State of Texas, hereinafter referred to as "County", and Eagle Pass Independent School District, hereinafter referred to as "EPISD".

WITNESSETH

Whereas, the County sometimes requires the use of EPISD equipment and/or services; and

Whereas, the EPISD sometimes requires the use of County equipment and/or services; and

Whereas, the EPISD has a desire to mutually exchange services and equipment with the County; and

Whereas, pursuant to Texas Government Code, Chapter 791, the Texas State Legislature has authorized intergovernmental agreements between political subdivisions and to provide certain services; and

Whereas, both EPISD and County desire to provide services and equipment to each other pursuant to the terms herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide for the use by County and EPISD of each other's resources as necessary.

ARTICLE II

DESCRIPTION OF SERVICES

2.01 The EPISD agrees to provide the requested services and equipment, which include, but are not limited to:

a. available equipment;

b. available manpower;

c. supplies and materials;

d. and other services and equipment as requested and available.

e. Use of buildings, facilities, parks, & outdoor spaces.

f. Collaboration for grant funding

2.02 County agrees to provide the required services and equipment:

a. available equipment;

b. available manpower;

c. supplies and materials;

d. and other services and equipment as requested and available.

e. Use of buildings, facilities, parks, and public land.

f. Collaboration for grant funding

ARTICLE III

COST OF SERVICES

3.01 Both EPISD and County agree that the consideration to be paid for the services and equipment provided hereunder shall be determined in advance by the respective entities and shall not exceed the cost of services, manpower, supplies and materials, and the rental value of equipment.

3.02 EPISD and County agree to invoice each other on a monthly basis for the equipment or services provided herein, with itemized invoices to be forwarded to the designated party for payment. Payment shall be made within thirty (30) calendar days of approval of said invoice.

3.03 EPISD and County agree that notice required under this agreement shall be forwarded to the authorized representative as identified by the EPISD and County no more than thirty (30) days after the execution of this agreement, and as it may be amended in writing thereafter.

3.04 All requests for services and equipment must be made by signed purchase order, in accordance with established administrative guidelines.

ARTICLE IV

INSURANCE

4.01 The EPISD and County agree to provide and maintain, as its own expense, the proper form of insurance coverage appropriate and required for the equipment, buildings, facilities, parks, and other services.

ARTICLE V

RESPONSIBILITY

5.01 The EPISD and County will be responsible for any damage to equipment while under their control and care.

ARTICLE VI

TERMS

6.01 The term of this Agreement is from _____ until _____.

6.02 This Agreement, however, shall terminate in the event sufficient funds are not appropriated by Maverick County Commissioners Court to meet the County's fiscal obligations or if sufficient funds are not appropriated to the EPISD by its Board of Trustees, the State or Federal Government to meet the EPISD services, fees and equipment obligations agreed hereto in any fiscal year. In such event, either party agrees to give the other party thirty (30) days written notice prior to termination.

6.03 Notwithstanding anything herein to the contrary, either party may terminate this Agreement with or without cause, upon giving written notice to the other, thirty (30) days prior to the date of termination.

ARTICLE VII

INDEMNITY

7.01 County agrees to indemnify and hold EPISD harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from, or in any way connected with, any activity conducted by the County or County's employees, that might be related, however remotely, to the performance by County of its duties under the terms of this Agreement. Likewise, the County agrees to indemnify and hold EPISD harmless against any and all claims, demands, damages, costs, and expenses, including original attorney's fees, arising out of, or in any way connected with any breach on the part of County of any conditions of this Agreement, or from any act of negligence of County, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises. In case of any action or proceeding brought against EPISD by reason of any such claim, County upon notice from EPISD, agrees to defend, at its expense, the action or proceeding with counsel acceptable to EPISD.

ARTICLE VIII

TEXAS LAW TO APPLY

8.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Maverick County, Texas.

ARTICLE IX

LEGAL CONSTRUCTION

9.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalid illegal, or unenforceable provision shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

ARTICLE X

PRIOR AGREEMENTS SUPRESEDED

10.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement(s) between the parties respecting the within subject matter.

ARTICLE XI

AMENDMENT

11.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto.

(EXECUTED IN DUPLICATED ORIGINALS)

MAVERICK COUNTY

By: _____
Ramsey English Cantu
Maverick County Judge

Date: _____

ATTEST:

_____
Sara Montemayor
County Clerk

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

By: _____
Jorge Barrera
Board President

Date: _____

ATTEST:

_____
Hilda Mauricio
Board Secretary



REGULAR ITEMS

51

COMMISSIONER'S COURT COMMUNICATION

2/25/2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: REGULAR Discussion and appropriate action to approve the Memorandum of Understanding (MOU) with Maverick County and Southwest Texas Junior College.
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.**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on 1st day January in *2026* (herein referred to as the "Effective Date") by and between:

[Party A: Southwest Texas College, 2401 Garner Field Rd. Uvalde, TX (herein referred to as "Party A")

and

[Party B: The Maverick County International Airport, 2989 Sanchez Ave. Eagle Pass, TX 78852 (herein referred to as "Party B").

Parties may be referenced individually as "Party" and collectively as "Parties."

PURPOSE

The purpose of this MOU is to establish a good-faith foundation between the Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual goals and the collective goals of the partnership. In this case the use of the airport grounds located at 1514 Maverick Industrial Blvd. Eagle Pass, TX on county property by Southwest Texas College.

This MOU is designed to detail the specifics of the working relationship between the Parties to the mutual benefit of the parties and the communities they serve. This MOU does not obligate the Parties to provide funds or payment. This MOU does not bind Parties to any legal obligations.

DURATION OF MOU

This MOU becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

2-23-26

Signature/Date

Emmanuel Zamora - Coordinator

Printed Name / Title

Southwest Texas College

Signature/Date

Printed Name / Title

County of Maverick



REGULAR ITEMS

52

COMMISSIONER'S COURT COMMUNICATION

2/25/2026

MEETING DATE: 2026	AGENDA ITEM / SUBJECT OF DELIBERATION: EXECUTIVE Discussion and appropriate action in regards to Quemado Cemetery Survey and projects.
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.**

Olga Ramos

Maverick County Commissioner PCT3

Date: 2/25/26

To: Maverick County Hon. Judge Ramsey English Cantu

From: Maverick County Commissioner Olga Ramos

Subject: Commissioners Court Agenda

Good afternoon, attached is documentation to submit an item on Commissioners Court regarding an Executive Item discussion pertaining to the Quemado Cemetery Survey along with potential projects. If any questions or concerns arise please be free to contact my office at (830) 773-1716.

Olga Ramos

Maverick County Pct. 3 Commissioner

2989 Sanchez Ave. Eagle Pass. TX 78852
Phone: 830-773-1716 Fax: 830-773-7730
Email: olgaramos@co.maverick.tx.us



REGULAR ITEMS

53

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION: "Discussion and Appropriate Action to assist resident on 240 Calle Escuela, El Indio HWY with the removal of debris, and will serve a predominantly public purpose."
SPONSORED BY: Commissioner Rios	DEPARTMENT HEAD REQUESTING: Commissioner Precinct 2 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.**

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

To whom it may concern,

I would like to formally request that this item be added to the upcoming agenda. Discussion and Appropriate Action to assist the residents on 240 Calle Escuela, El Indio HWY, on the removal of debris, and will serve a predominantly public purpose.

The removal is necessary to enhance safety, reduce property hazards, and increase clearance for an elderly person's home.

Rosanna Ríos

ROSANNA "ROXI" RIOS
COMMISSIONER PCT.#2











REGULAR ITEMS

54

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE:	AGENDA ITEM / SUBJECT OF DELIBERATION:
	"Discussion and Appropriate Action to assist resident on 75 Wild Turkey St. with tree branch removal and will serve a predominantly public purpose ."

SPONSORED BY:	DEPARTMENT HEAD REQUESTING:
Commissioner Rios	Commissioner Precinct 2 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.**

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

To whom it may concern,

I would like to formally request that this item be added to the upcoming agenda. Discussion and Appropriate Action to assist the residents on 75 Wild Turkey St. with tree branch removal, and will serve a predominantly public purpose.

The removal is necessary to enhance safety by trimming trees, reducing property hazards, and increasing clearance for an elderly couple's home.

Rosanna Ríos

ROSANNA "ROXI" RIOS
COMMISSIONER PCT.#2



REGULAR ITEMS

55

COMMISSIONER'S COURT COMMUNICATION

MEETING DATE: Next Court Date	AGENDA ITEM / SUBJECT OF DELIBERATION: **DISCUSSION AND APPROPRIATE ACTION TO ACCEPT TRANSFER OF FUNDS IN THE AMOUNT OF $1,500,00.00 FROM MAVERICK COUNTY HFC FOR PUBLIC WELFARE PURPOSE IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE ANN 81.032.**
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.**



REGULAR ITEMS

56



REGULAR ITEMS

57



REGULAR ITEMS

58

SENSITIVE LIST

12-Feb-26

Vendor	Vendor Name	Invoice Number	Dept Account	Line Item
6467	CHARTER COMMUNICATION HOLDINGS 18563101010126		100-04227-561	199.92
6467	CHARTER COMMUNICATION HOLDINGS 185636201010126 01/31/26		100-04222-663	221.15
2372	ENGIE RESOURCES LLC	176499 1/26	100-04222-497	270.83
2372	ENGIE RESOURCES LLC	176213 1/26	100-04224-459	182.74
2372	ENGIE RESOURCES LLC	176511 1/26	100-04224-461	9.84
2372	ENGIE RESOURCES LLC	176517 1/26	100-04224-461	11.21
2372	ENGIE RESOURCES LLC	186952 1/26	100-04224-475	172.46
2372	ENGIE RESOURCES LLC	238354 1/26	100-04224-475	393.42
2372	ENGIE RESOURCES LLC	176499 1/26	100-04224-495	270.84
2372	ENGIE RESOURCES LLC	176499 1/26	100-04224-501	270.83
2372	ENGIE RESOURCES LLC	176481 1/26	100-04224-510	1,871.49
2372	ENGIE RESOURCES LLC	173172 1/26	100-04224-663	5.78
2372	ENGIE RESOURCES LLC	176323 1/26	100-04224-663	643.23
2372	ENGIE RESOURCES LLC	167257 1/26	100-04224-684	225.00
2372	ENGIE RESOURCES LLC	172544 1/26	100-04224-684	180.91
2372	ENGIE RESOURCES LLC	176447 1/26	100-04224-684	214.66
2372	ENGIE RESOURCES LLC	176515 2/26	100-04224-684	9.74
2372	ENGIE RESOURCES LLC	176521 1/26	100-04224-684	17.73
2372	ENGIE RESOURCES LLC	185106 1/26	100-04224-684	256.27
2372	ENGIE RESOURCES LLC	163139 1/26	100-04224-820 003	12.81
2372	ENGIE RESOURCES LLC	171879 1/26	100-04224-820 003	9.74
2372	ENGIE RESOURCES LLC	176312 1/26	100-04224-820 003	6.13
2372	ENGIE RESOURCES LLC	176353 1/26	100-04224-820 003	5.67
2372	ENGIE RESOURCES LLC	176354 1/26	100-04224-820 003	233.78
2372	ENGIE RESOURCES LLC	176464 1/26	100-04224-820 003	133.81
2372	ENGIE RESOURCES LLC	176493 1/26	100-04224-820 003	562.80
2372	ENGIE RESOURCES LLC	270620 1/26	100-04224-820 003	5.67
2372	ENGIE RESOURCES LLC	349117 1/26	100-04224-820 003	58.38
109	FEDERAL EXPRESS CORPORATION	917153458	100-03110-495	69.99
109	FEDERAL EXPRESS CORPORATION	917153458	100-03110-501	72.41
			TOTAL	**6,599.24**
2372	ENGIE RESOURCES LLC	173918 1/26	112-04576-611	5.78
2372	ENGIE RESOURCES LLC	176306 1/26	112-04576-611	20.78
2372	ENGIE RESOURCES LLC	176318 1/26	112-04576-611	119.70
2372	ENGIE RESOURCES LLC	176351 1/26	112-04576-611	27.98
2372	ENGIE RESOURCES LLC	176358 1/26	112-04576-611	30.35
2372	ENGIE RESOURCES LLC	176360 1/26	112-04576-611	30.35
2372	ENGIE RESOURCES LLC	176385 1/26	112-04576-611	60.67
2372	ENGIE RESOURCES LLC	176449 1/26	112-04576-611	40.41
2372	ENGIE RESOURCES LLC	176456 1/26	112-04576-611	1,020.27
2372	ENGIE RESOURCES LLC	176458 1/26	112-04576-611	144.02
2372	ENGIE RESOURCES LLC	176460 1/26	112-04576-611	1,956.98
2372	ENGIE RESOURCES LLC	176462 1/26	112-04576-611	625.17
2372	ENGIE RESOURCES LLC	176483 1/26	112-04576-611	964.73
2372	ENGIE RESOURCES LLC	176492 1/26	112-04576-611	21,985.67
2372	ENGIE RESOURCES LLC	176495 1/26	112-04576-611	673.50
2372	ENGIE RESOURCES LLC	176497 1/26	112-04576-611	1,108.31
2372	ENGIE RESOURCES LLC	176503 1/26	112-04576-611	2,913.48
2372	ENGIE RESOURCES LLC	176505 1/26	112-04576-611	315.84
2372	ENGIE RESOURCES LLC	313645 1/26	112-04576-611	262.69

2372	ENGIE RESOURCES LLC	176203 1/26	180-04224-835	2,872.16
2372	ENGIE RESOURCES LLC	176205 1/26	180-04224-835	322.30
2372	ENGIE RESOURCES LLC	176310 1/26	180-04224-835	11.56
2372	ENGIE RESOURCES LLC	176316 1/26	180-04224-835	46.97
2372	ENGIE RESOURCES LLC	176320 1/26	180-04224-835	2,043.86
			TOTAL	**5,296.85**
2372	ENGIE RESOURCES LLC	176308 1/26	200-04224-870	454.60
2372	ENGIE RESOURCES LLC	176325 1/26	200-04224-870	219.22
2372	ENGIE RESOURCES LLC	94839 1/26	200-04224-870	48.58
			TOTAL	**722.40**
6467	CHARTER COMMUNICATION HOLDINGS 185641001010726 01/31/26		229-03120-443	164.85
2372	ENGIE RESOURCES LLC	176314 1/26	450-04224-521	5.78

SENSITIVE LIST

19-Feb-26

SB 354 ROUTINE EXPENSES

Vendor	Vendor Name	Invoice Number	Dept Account	Line Item
906013	ALEJANDRO GODINA	55465	100-04410-560	279.00
903976	BENJAMIN RODRIGUEZ III	88204	100-04410-560	851.32
8978	CHACON BROTHERS LLC	238	100-04410-560	559.75
3811	DANIELA CARRAZCO-FLORES	82	100-04410-560	873.00
3811	DANIELA CARRAZCO-FLORES	83	100-04410-560	790.00
3811	DANIELA CARRAZCO-FLORES	84	100-04410-560	291.93
3811	DANIELA CARRAZCO-FLORES	85	100-04410-560	1,352.00
3811	DANIELA CARRAZCO-FLORES	86	100-04410-560	1,342.00
3811	DANIELA CARRAZCO-FLORES	87	100-04410-560	2,219.27
3811	DANIELA CARRAZCO-FLORES	88	100-04410-560	625.00
3811	DANIELA CARRAZCO-FLORES	89	100-04410-560	1,287.00
3811	DANIELA CARRAZCO-FLORES	92	100-04410-560	784.50
3811	DANIELA CARRAZCO-FLORES	93	100-04410-560	416.95
3811	DANIELA CARRAZCO-FLORES	94	100-04410-560	1,477.45
3811	DANIELA CARRAZCO-FLORES	96	100-04410-560	1,352.00
128	DE BONA-BIBB SUPPLY COMPANY	157644	100-04410-560	249.98
128	DE BONA-BIBB SUPPLY COMPANY	157645	100-04410-560	51.33
128	DE BONA-BIBB SUPPLY COMPANY	158065	100-04410-560	308.99
9596	DRIVEN BRANDS HOLDINGS, INC.	8115	100-04410-560	340.42
9596	DRIVEN BRANDS HOLDINGS, INC.	7007	100-04420-560	209.28
9596	DRIVEN BRANDS HOLDINGS, INC.	8537	100-04420-560	135.16
9596	DRIVEN BRANDS HOLDINGS, INC.	8730	100-04420-560	135.16
9596	DRIVEN BRANDS HOLDINGS, INC.	8744	100-04420-560	107.82
9596	DRIVEN BRANDS HOLDINGS, INC.	8824	100-04420-560	112.76
138	EAGLE TIRE & APPLIANCE	39097	100-04420-560	130.00
8599	EDUARDO LUIS GOMEZ	8	100-04410-560	1,060.00
8599	EDUARDO LUIS GOMEZ	9	100-04410-560	650.00
8599	EDUARDO LUIS GOMEZ	10	100-04410-560	650.00
8599	EDUARDO LUIS GOMEZ	11	100-04410-560	1,670.00
1525	LAREDO GONZALEZ AUTO PARTS	S13-4423982	100-04410-501	164.49
1525	LAREDO GONZALEZ AUTO PARTS	S13-4400953	100-04410-560	328.98
1525	LAREDO GONZALEZ AUTO PARTS	S13-4433859	100-04410-560	109.24
1525	LAREDO GONZALEZ AUTO PARTS	S13-4461603	100-04410-560	100.20
3613	TEXAS DIAMOND GARAGE INC	42557	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	42567	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	42679	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	42732	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	42791	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	42792	100-04410-560	20.00

3613	TEXAS DIAMOND GARAGE INC	42813	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	42888	100-04410-560	20.00
3613	TEXAS DIAMOND GARAGE INC	42937	100-04410-560	20.00
			TOTAL	**21,194.98**
904046	EAGLE PASS AUTOMOTIVE	161956	110-04410-696	340.13
1525	LAREDO GONZALEZ AUTO PARTS	S13-4428191	110-04410-696	145.40
			TOTAL	**485.53**
2225	BBO TRUCK CENTER, INC.	20043	112-04410-611	12,844.28
1525	LAREDO GONZALEZ AUTO PARTS	S13-4389952	112-04410-611	185.98
1525	LAREDO GONZALEZ AUTO PARTS	S13-4393322	112-04410-611	236.09
1525	LAREDO GONZALEZ AUTO PARTS	S13-4394310	112-04410-611	386.94
1525	LAREDO GONZALEZ AUTO PARTS	S13-4401023	112-04410-611	109.24
1525	LAREDO GONZALEZ AUTO PARTS	S13-4423050	112-04410-611	244.62
1525	LAREDO GONZALEZ AUTO PARTS	S13-4423057	112-04410-611	185.98
1525	LAREDO GONZALEZ AUTO PARTS	S13-4423073	112-04410-611	185.98
1525	LAREDO GONZALEZ AUTO PARTS	S13-4426787	112-04410-611	214.88
1525	LAREDO GONZALEZ AUTO PARTS	S13-4446870	112-04410-611	237.87
1525	LAREDO GONZALEZ AUTO PARTS	S13-4446974	112-04410-611	241.47
1525	LAREDO GONZALEZ AUTO PARTS	S13-4446994	112-04410-611	197.21
1525	LAREDO GONZALEZ AUTO PARTS	S13-4453178	112-04410-611	70.25
1525	LAREDO GONZALEZ AUTO PARTS	S13-4470816	112-04410-611	206.80
1525	LAREDO GONZALEZ AUTO PARTS	S13-4472011	112-04410-611	195.01
150	PARTS SERVICE SUPPLY CO., INC. 0936557		112-04410-611	22.90
150	PARTS SERVICE SUPPLY CO., INC. 0936558		112-04410-611	423.35
150	PARTS SERVICE SUPPLY CO., INC. 0936576		112-04410-611	164.24
150	PARTS SERVICE SUPPLY CO., INC. 0936615		112-04410-611	71.51
150	PARTS SERVICE SUPPLY CO., INC. 0936692		112-04410-611	276.18
150	PARTS SERVICE SUPPLY CO., INC. 0936698		112-31204-611	190.80
150	PARTS SERVICE SUPPLY CO., INC. 0936745		112-04410-611	508.19
150	PARTS SERVICE SUPPLY CO., INC. 0936754		112-04410-611	208.56
			TOTAL	**17,608.33**
901437	BROWN CHEVROLET BUICK GMC OF	47393	200-04410-870	209.25

SENSITIVE LIST

25-Feb-26

SB 354 ROUTINE EXPENSES

Vendor	Vendor Name	Invoice Number	Dept Account	Line Item
106	CITY OF E.P. WATER WORKSSYSTEM 001613004 3/26		100-04226-820 003	262.22
106	CITY OF E.P. WATER WORKSSYSTEM 002425400 3/26		100-04226-820 003	303.63
106	CITY OF E.P. WATER WORKSSYSTEM 004407604 3/26		100-04226-475	279.13
106	CITY OF E.P. WATER WORKSSYSTEM 007197500 3/26		100-04226-589	590.78
106	CITY OF E.P. WATER WORKSSYSTEM 008357501 3/26		100-04226-684	287.13
2372	ENGIE RESOURCES LLC	176472 2/26	100-04224-460	272.14
2372	ENGIE RESOURCES LLC	173102 2/26	100-04224-462	238.32
2372	ENGIE RESOURCES LLC	83783 2/26	100-04224-499	1,304.28
2372	ENGIE RESOURCES LLC	89581 2/26	100-04224-499	143.89
2372	ENGIE RESOURCES LLC	94666 2/26	100-04224-499	100.43
2372	ENGIE RESOURCES LLC	176523 2/26	100-04224-589	64.48
2372	ENGIE RESOURCES LLC	176364 2/26	100-04224-665	957.04
2372	ENGIE RESOURCES LLC	173174 2/26	100-04224-684	309.81
2372	ENGIE RESOURCES LLC	180947 2/26	100-04224-684	393.67
2372	ENGIE RESOURCES LLC	254069 2/26	100-04224-684	219.78
2372	ENGIE RESOURCES LLC	93130 2/26	100-04224-684	272.89
2372	ENGIE RESOURCES LLC	176501 2/26	100-04224-820 003	5.79
2372	ENGIE RESOURCES LLC	176513 2/26	100-04224-820 003	5.78
2372	ENGIE RESOURCES LLC	289044 2/26	100-04224-820 003	370.49
2372	ENGIE RESOURCES LLC	349117 2/26	100-04224-820 003	56.87
109	FEDERAL EXPRESS CORPORATION	917729746	100-03110-495	52.31
109	FEDERAL EXPRESS CORPORATION	917782833	100-03110-495	42.66
109	FEDERAL EXPRESS CORPORATION	918416196	100-03110-495	104.62
906331	MAVERICK COUNTY WATERWORKS	117 2/26	100-04226-460	183.12
906331	MAVERICK COUNTY WATERWORKS	334 2/26	100-04226-684	587.04
906331	MAVERICK COUNTY WATERWORKS	200 2/26	100-04226-820 003	79.66
121	RIO GRANDE ELECTRIC COOPERATIV 20279001 2/26		100-04224-561	7,711.38
121	RIO GRANDE ELECTRIC COOPERATIV 20279003 2/26		100-04224-820 003	234.10
			TOTAL	**15,433.44**
2372	ENGIE RESOURCES LLC	173876 2/26	110-04224-696	19.08
2372	ENGIE RESOURCES LLC	243555 2/26	112-04224-611	101.95
2372	ENGIE RESOURCES LLC	109922 2/26	112-04576-611	6.64
2372	ENGIE RESOURCES LLC	110676 2/26	112-04576-611	6.13
2372	ENGIE RESOURCES LLC	176451 2/26	112-04576-611	57.86
2372	ENGIE RESOURCES LLC	176468 2/26	112-04576-611	470.00
2372	ENGIE RESOURCES LLC	176477 2/26	112-04576-611	28.04
2372	ENGIE RESOURCES LLC	176485 2/26	112-04576-611	11.64
2372	ENGIE RESOURCES LLC	176489 2/26	112-04576-611	164.54
2372	ENGIE RESOURCES LLC	176505 2/26	112-04576-611	313.08
2372	ENGIE RESOURCES LLC	176507 2/26	112-04576-611	176.25
2372	ENGIE RESOURCES LLC	176509 2/26	112-04576-611	20.79
2372	ENGIE RESOURCES LLC	398893 2/26	112-04576-611	113.71
2372	ENGIE RESOURCES LLC	398894 2/26	112-04576-611	49.19
121	RIO GRANDE ELECTRIC COOPERATIV 20279002 2/26		112-04576-611	1,366.50
121	RIO GRANDE ELECTRIC COOPERATIV 20279100 2/26		112-04224-611	312.11
			TOTAL	**3,198.43**

4874	NRG ENERGY INC	115013651918	170-04224-436	683.66
2372	ENGIE RESOURCES LLC	176466 2/26	180-04224-835	27.79
906331	MAVERICK COUNTY WATERWORKS	21 2/26	200-04226-870	260.02
3925	LINGO COMMUNCATIONS	34749169	229-03120-443	216.83
2372	ENGIE RESOURCES LLC	176472-450 2/26 02/25/26	450-04224-520	272.13
906331	MAVERICK COUNTY WATERWORKS	177 2/26	450-04226-520	78.31
906331	MAVERICK COUNTY WATERWORKS	184 2/26	450-04226-522	62.92
4874	NRG ENERGY INC	115013651918OLS 02/25/26	466-04224-519	179.87

SENSITIVE LIST

26-Feb-26

SB 354 ROUTINE EXPENSES

Vendor	Vendor Name	Invoice Number	Dept Account	Line Item
100	AT&T	7524481 3/26	100-04222-403	938.18
100	AT&T	7524481 3/26	100-04222-434	56.40
100	AT&T	7524481 3/26	100-04222-457	67.71
100	AT&T	7524481 3/26	100-04222-461	86.82
100	AT&T	7524481 3/26	100-04222-475	90.30
100	AT&T	7524481 3/26	100-04222-495	56.41
100	AT&T	7524481 3/26	100-04222-499	56.41
100	AT&T	7524481 3/26	100-04222-510	64.23
100	AT&T	7524481 3/26	100-04222-510	45.10
100	AT&T	7524481 3/26	100-04222-510	45.10
100	AT&T	7524481 3/26	100-04222-560	231.81
100	AT&T	7524481 3/26	100-04222-561	79.01
100	AT&T	7524481 3/26	100-04222-649	67.71
100	AT&T	7524481 3/26	100-04222-661	33.80
100	AT&T	7524481 3/26	100-04222-665	58.55
100	AT&T	7524481 3/26	100-04222-668	161.80
			TOTAL	**2,139.34**
100	AT&T	7524481NUT 3/26 02/26/26	110-04222-696	67.71
100	AT&T	7524481RB 3/26	112-04222-611	79.00
2259	WEX BANK	110580757	170-04420-436	11.95
100	AT&T	7524481WP 3/26	180-04222-835	56.40

SENSITIVE LIST
4-Mar-26
SB 354 ROUTINE EXPENSES

Vendor	Vendor Name	Invoice Number	Dept Account	Line Item
905778	AT&T MOBILITY	9369 2/26	100-03120-463	44.08
905778	AT&T MOBILITY	9369 2/26	100-04222-402	45.38
905778	AT&T MOBILITY	9369 2/26	100-04222-434	62.70
905778	AT&T MOBILITY	9369 2/26	100-04222-459	41.52
905778	AT&T MOBILITY	9369 2/26	100-04222-475	62.70
905778	AT&T MOBILITY	9369 2/26	100-04222-495	44.08
905778	AT&T MOBILITY	9369 2/26	100-04222-649	44.08
905778	AT&T MOBILITY	9369 2/26	100-04222-668	83.04
905778	AT&T MOBILITY	9369 2/26	100-04222-684	41.52
905778	AT&T MOBILITY	9369 2/26	100-04223-400	205.11
905778	AT&T MOBILITY	9369 2/26	100-04223-401	45.38
905778	AT&T MOBILITY	9369 2/26	100-04223-501	191.90
905778	AT&T MOBILITY	9369 2/26	100-04223-510	136.14
905778	AT&T MOBILITY	9369 2/26	100-04223-520	93.36
905778	AT&T MOBILITY	8153 2/26	100-04223-560	2,185.43
905778	AT&T MOBILITY	9369 2/26	100-04223-561	976.49
905778	AT&T MOBILITY	9369 2/26	100-04223-661	48.13
905778	AT&T MOBILITY	9369 2/26	100-04223-820	147.81
106	CITY OF E.P. WATER WORKSSYSTEM 033480000 3/26		100-04226-820 003	418.47
106	CITY OF E.P. WATER WORKSSYSTEM 033490000 3/26		100-04226-649	149.27
106	CITY OF E.P. WATER WORKSSYSTEM 034760000 3/26		100-04226-820 003	42.25
106	CITY OF E.P. WATER WORKSSYSTEM 220162501 3/26		100-04226-495	44.45
106	CITY OF E.P. WATER WORKSSYSTEM 220162501 3/26		100-04226-497	44.45
106	CITY OF E.P. WATER WORKSSYSTEM 220162501 3/26		100-04226-501	44.44
106	CITY OF E.P. WATER WORKSSYSTEM 220628000 3/26		100-07094-820 003	237.12
106	CITY OF E.P. WATER WORKSSYSTEM 220628500 3/26		100-07094-820 003	489.41
106	CITY OF E.P. WATER WORKSSYSTEM 220628700 3/26		100-07094-820 003	179.47
106	CITY OF E.P. WATER WORKSSYSTEM 220629300 3/26		100-07094-820 003	275.69
106	CITY OF E.P. WATER WORKSSYSTEM 220629500 3/26		100-04226-665	285.82
106	CITY OF E.P. WATER WORKSSYSTEM 220629700 3/26		100-07094-820 003	330.61
106	CITY OF E.P. WATER WORKSSYSTEM 220630000 3/26		100-07094-820 003	203.66
106	CITY OF E.P. WATER WORKSSYSTEM 220630300 3/26		100-07094-820 003	57.58
106	CITY OF E.P. WATER WORKSSYSTEM 220630502 3/26		100-04226-520	197.69
106	CITY OF E.P. WATER WORKSSYSTEM 220632500 3/26		100-04226-434	239.85
106	CITY OF E.P. WATER WORKSSYSTEM 220633000 3/26		100-04226-434	82.02
106	CITY OF E.P. WATER WORKSSYSTEM 220633502 3/26		100-04226-461	125.47
106	CITY OF E.P. WATER WORKSSYSTEM 220635500 3/26		100-04226-820 003	1,960.00
106	CITY OF E.P. WATER WORKSSYSTEM 220637000 3/26		100-04222-684	308.96
106	CITY OF E.P. WATER WORKSSYSTEM 220638000 3/26		100-04226-684	211.47
106	CITY OF E.P. WATER WORKSSYSTEM 220639000 3/26		100-04226-820 003	95.49
106	CITY OF E.P. WATER WORKSSYSTEM 220639500 3/26		100-04226-820 003	373.34
106	CITY OF E.P. WATER WORKSSYSTEM 220640500 3/26		100-04226-663	128.69
106	CITY OF E.P. WATER WORKSSYSTEM 220641000 3/26		100-04226-820 003	34.00
106	CITY OF E.P. WATER WORKSSYSTEM 220641500 3/26		100-04226-820 003	31.03
106	CITY OF E.P. WATER WORKSSYSTEM 220643000 3/26		100-04226-589	66.03

106	CITY OF E.P. WATER WORKSSYSTEM 220643500 3/26		100-04226-589	82.17
106	CITY OF E.P. WATER WORKSSYSTEM 220644000 3/26		100-04226-589	84.53
106	CITY OF E.P. WATER WORKSSYSTEM 220644200 3/26		100-04226-589	58.19
106	CITY OF E.P. WATER WORKSSYSTEM 220645400 3/26		100-04226-684	76.99
106	CITY OF E.P. WATER WORKSSYSTEM 220646000 3/26		100-04226-820 003	75.62
106	CITY OF E.P. WATER WORKSSYSTEM 220647000 3/26		100-04226-820 003	31.03
106	CITY OF E.P. WATER WORKSSYSTEM 220648500 3/26		100-07085-690	710.71
106	CITY OF E.P. WATER WORKSSYSTEM 220648700 3/26		100-04226-820 003	73.69
106	CITY OF E.P. WATER WORKSSYSTEM 220649003 3/26		100-04226-499	92.69
106	CITY OF E.P. WATER WORKSSYSTEM 220649101 3/26		100-04226-499	109.68
106	CITY OF E.P. WATER WORKSSYSTEM 220650500 3/26		100-04226-561	3,889.17
106	CITY OF E.P. WATER WORKSSYSTEM 220651000 3/26		100-04226-820 003	6.00
106	CITY OF E.P. WATER WORKSSYSTEM 220653000 3/26		100-04226-820 003	73.69
106	CITY OF E.P. WATER WORKSSYSTEM 220654000 3/26		100-04226-820 003	85.55
106	CITY OF E.P. WATER WORKSSYSTEM 220654500 3/26		100-04226-820 003	73.69
106	CITY OF E.P. WATER WORKSSYSTEM 220655000 3/26		100-04226-820 003	1,156.15
106	CITY OF E.P. WATER WORKSSYSTEM 220657000 3/26		100-04226-684	87.47
106	CITY OF E.P. WATER WORKSSYSTEM 220658000 3/26		100-04226-820 003	73.69
106	CITY OF E.P. WATER WORKSSYSTEM 220742001 3/26		100-04226-668	48.14
106	CITY OF E.P. WATER WORKSSYSTEM 230476800 3/26		100-04226-462	73.69
106	CITY OF E.P. WATER WORKSSYSTEM 230477000 3/26		100-04226-820 003	91.86
106	CITY OF E.P. WATER WORKSSYSTEM 236358500 3/26		100-04226-820 003	73.69
106	CITY OF E.P. WATER WORKSSYSTEM 236371300 3/26		100-04226-820 003	210.57
106	CITY OF E.P. WATER WORKSSYSTEM 236725001 3/26		100-04226-820 003	11.49
106	CITY OF E.P. WATER WORKSSYSTEM 236726001 3/26		100-04226-820 003	54.92
106	CITY OF E.P. WATER WORKSSYSTEM 239340000 3/26		100-04226-820 003	57.58
106	CITY OF E.P. WATER WORKSSYSTEM 257310600 3/26		100-04226-459	59.86
109	FEDERAL EXPRESS CORPORATION	919767704	100-03110-495	91.23
			TOTAL	**18,769.32**

905778	AT&T MOBILITY	9369NUT 2/26	110-04222-696	44.08
106	CITY OF E.P. WATER WORKSSYSTEM 220629000 3/26		110-04226-696	261.48
			TOTAL	**305.56**
905778	AT&T MOBILITY	9369 RB 2/26	112-04223-611	876.20
106	CITY OF E.P. WATER WORKSSYSTEM 22065000 3/26		112-04226-611	1,647.44
			TOTAL	**2,523.64**
106	CITY OF E.P. WATER WORKSSYSTEM 220633301 3/26		170-04226-436	79.58
905778	AT&T MOBILITY	9369 WP 2/26	180-04223-835	114.63
905778	AT&T MOBILITY	8153 WP 2/26	200-04223-870	44.14
905778	AT&T MOBILITY	9369 AP 2/26	200-04223-870	44.08
			TOTAL	**88.22**
3925	LINGO COMMUNCATIONS	56585237	229-03120-443	2,908.84

SENSITIVE LIST

5-Mar-26

SB 354 ROUTINE EXPENSES

Vendor	Vendor Name	Invoice Number	Dept Account	Line Item
100	AT&T	3257050 3/26	100-04222-459	722.70
7032	AT&T	6094103115	100-04222-560	912.27
1595	AT&T U-VERSE	8108 3/26	100-04222-461	208.91
6467	CHARTER COMMUNICATION HOLDINGS 185642101021426 03/05/26		100-04222-400	49.40
6467	CHARTER COMMUNICATION HOLDINGS 185642101021426 03/05/26		100-04222-400	12.35
6467	CHARTER COMMUNICATION HOLDINGS 185642101021426 03/05/26		100-04222-403	61.75
6467	CHARTER COMMUNICATION HOLDINGS 185642101021426 03/05/26		100-04222-406	61.75
6467	CHARTER COMMUNICATION HOLDINGS 185642101021426 03/05/26		100-04222-450	37.05
6467	CHARTER COMMUNICATION HOLDINGS 185642101021426 03/05/26		100-04222-508	37.05
6467	CHARTER COMMUNICATION HOLDINGS 185642101021426 03/05/26		100-04222-684	24.70
6467	CHARTER COMMUNICATION HOLDINGS 185642101021426 03/05/26		100-04222-820	12.35
2372	ENGIE RESOURCES LLC	176213 3/26	100-04224-459	262.73
2372	ENGIE RESOURCES LLC	176511 3/26	100-04224-461	9.53
2372	ENGIE RESOURCES LLC	176517 3/26	100-04224-461	10.46
2372	ENGIE RESOURCES LLC	186952 3/26	100-04224-475	172.93
2372	ENGIE RESOURCES LLC	238354 3/26	100-04224-475	582.74
2372	ENGIE RESOURCES LLC	176499 3/26	100-04224-495	353.02
2372	ENGIE RESOURCES LLC	176499 3/26	100-04224-497	353.03
2372	ENGIE RESOURCES LLC	176499 3/26	100-04224-501	353.03
2372	ENGIE RESOURCES LLC	176481 3/26	100-04224-510	2,147.53
2372	ENGIE RESOURCES LLC	176523 3/26	100-04224-589	160.35
2372	ENGIE RESOURCES LLC	173134 3/26	100-04224-649	10.15
2372	ENGIE RESOURCES LLC	176389 3/26	100-04224-649	738.10
2372	ENGIE RESOURCES LLC	173172 3/26	100-04224-663	5.78
2372	ENGIE RESOURCES LLC	176323 3/26	100-04224-663	785.18
2372	ENGIE RESOURCES LLC	167257 3/26	100-04224-684	210.97
2372	ENGIE RESOURCES LLC	172544 3/26	100-04224-684	144.10
2372	ENGIE RESOURCES LLC	176334 3/26	100-04224-684	25.68
2372	ENGIE RESOURCES LLC	176447 3/26	100-04224-684	207.77
2372	ENGIE RESOURCES LLC	176521 3/26	100-04224-684	16.16
2372	ENGIE RESOURCES LLC	185106 3/26	100-04224-684	189.86
2372	ENGIE RESOURCES LLC	163139 3/26	100-04224-820 003	13.53
2372	ENGIE RESOURCES LLC	171879 3/26	100-04224-820 003	6.35
2372	ENGIE RESOURCES LLC	176312 3/26	100-04224-820 003	6.11
2372	ENGIE RESOURCES LLC	176339 3/26	100-04224-820 003	174.23
2372	ENGIE RESOURCES LLC	176344 3/26	100-04224-820 003	15.52
2372	ENGIE RESOURCES LLC	176353 3/26	100-04224-820 003	5.67
2372	ENGIE RESOURCES LLC	176354 3/26	100-04224-820 003	195.99
2372	ENGIE RESOURCES LLC	176369 3/26	100-04224-820 003	7.27
2372	ENGIE RESOURCES LLC	176383 3/26	100-04224-820 003	253.93
2372	ENGIE RESOURCES LLC	176464 3/26	100-04224-820 003	99.64
2372	ENGIE RESOURCES LLC	176493 3/26	100-04224-820 003	375.95
2372	ENGIE RESOURCES LLC	270620 3/26	100-04224-820 003	5.67
			TOTAL	**10,039.24**
2372	ENGIE RESOURCES LLC	176349 3/26	110-04224-696	790.89
2372	ENGIE RESOURCES LLC	171305 3/26	112-04576-611	134.48
2372	ENGIE RESOURCES LLC	173176 3/26	112-04576-611	749.08
2372	ENGIE RESOURCES LLC	173878 3/26	112-04576-611	1,141.80
2372	ENGIE RESOURCES LLC	173918 3/26	112-04576-611	5.78
2372	ENGIE RESOURCES LLC	176306 3/26	112-04576-611	20.09
2372	ENGIE RESOURCES LLC	176318 3/26	112-04576-611	114.87
2372	ENGIE RESOURCES LLC	176332 3/26	112-04576-611	13.74
2372	ENGIE RESOURCES LLC	176335 3/26	112-04576-611	68.58
2372	ENGIE RESOURCES LLC	176340 3/26	112-04576-611	45.72

2372	ENGIE RESOURCES LLC	176342 3/26	112-04576-611	11.42
2372	ENGIE RESOURCES LLC	176347 3/26	112-04576-611	34.30
2372	ENGIE RESOURCES LLC	176351 3/26	112-04576-611	27.23
2372	ENGIE RESOURCES LLC	176356 3/26	112-04576-611	22.86
2372	ENGIE RESOURCES LLC	176358 3/26	112-04576-611	29.31
2372	ENGIE RESOURCES LLC	176360 3/26	112-04576-611	29.31
2372	ENGIE RESOURCES LLC	176362 3/26	112-04576-611	34.30
2372	ENGIE RESOURCES LLC	176366 3/26	112-04576-611	167.03
2372	ENGIE RESOURCES LLC	176372 3/26	112-04576-611	45.72
2372	ENGIE RESOURCES LLC	176374 3/26	112-04576-611	13.74
2372	ENGIE RESOURCES LLC	176376 3/26	112-04576-611	20.40
2372	ENGIE RESOURCES LLC	176378 3/26	112-04576-611	34.30
2372	ENGIE RESOURCES LLC	176381 3/26	112-04576-611	91.44
2372	ENGIE RESOURCES LLC	176385 3/26	112-04576-611	58.62
2372	ENGIE RESOURCES LLC	176387 3/26	112-04576-611	11.42
2372	ENGIE RESOURCES LLC	176391 3/26	112-04576-611	22.86
2372	ENGIE RESOURCES LLC	176393 3/26	112-04576-611	15.56
2372	ENGIE RESOURCES LLC	176449 3/26	112-04576-611	39.95
2372	ENGIE RESOURCES LLC	176451 3/26	112-04576-611	55.45
2372	ENGIE RESOURCES LLC	176456 3/26	112-04576-611	1,007.89
2372	ENGIE RESOURCES LLC	176458 3/26	112-04576-611	141.83
2372	ENGIE RESOURCES LLC	176460 3/26	112-04576-611	1,923.48
2372	ENGIE RESOURCES LLC	176462 3/26	112-04576-611	615.58
2372	ENGIE RESOURCES LLC	176483 3/26	112-04576-611	950.90
2372	ENGIE RESOURCES LLC	176492 3/26	112-04576-611	21,669.92
2372	ENGIE RESOURCES LLC	176495 3/26	112-04576-611	662.51
2372	ENGIE RESOURCES LLC	176497 3/26	112-04576-611	798.39
2372	ENGIE RESOURCES LLC	176503 3/26	112-04576-611	2,865.84
2372	ENGIE RESOURCES LLC	297304 3/26	112-04576-611	3,638.12
2372	ENGIE RESOURCES LLC	313645 3/26	112-04576-611	262.70
2372	ENGIE RESOURCES LLC	319756 3/26	112-04576-611	266.10
			TOTAL	**37,862.62**
2372	ENGIE RESOURCES LLC	176203 3/26	180-04224-835	3,868.73
2372	ENGIE RESOURCES LLC	176205 3/26	180-04224-835	125.38
2372	ENGIE RESOURCES LLC	176310 3/26	180-04224-835	5.78
2372	ENGIE RESOURCES LLC	176316 3/26	180-04224-835	38.10
2372	ENGIE RESOURCES LLC	176320 3/26	180-04224-835	1,245.61
904789	T-MOBILE USA INC.	8067 3/26	180-04223-835	33.20
			TOTAL	**5,316.80**
2372	ENGIE RESOURCES LLC	176308 3/26	200-04224-870	537.49
2372	ENGIE RESOURCES LLC	176325 3/26	200-04224-870	178.89
2372	ENGIE RESOURCES LLC	94839 3/26	200-04224-870	38.58
			TOTAL	**754.96**
6467	CHARTER COMMUNICATION HOLDINGS 185649101021426 03/05/26		450-04222-520	291.48
2372	ENGIE RESOURCES LLC	176314 3/26	450-04224-521	5.78
			TOTAL	**297.26**



REGULAR ITEMS

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REGULAR ITEMS

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Check Warrants Requiring Commissioner's Court Approval

Special Meeting

Date: Approved: Friday, March 6, 2026

From: **Mav. Co. General Fund**

Acct.# 27000-69919 (Fund 100)

1.	Election systems & Software (Invoice CD2128945)	$	774.00
2.	TCR The Best Alarm, Inc (Invoice 29735)	$	325.00
3.	Vargas Hardware & Supply (Invoice 89830)	$	113.94
4.	830 Signs, LLC (Invoice 235136)	$	975.00
5.	Capital One (Invoice 1192026)	$	2.45
6.	Capital One (Invoice 12142025)	$	3.44
7.	The Sherwin-Williams Co. (Invoice 2976-7)	$	1,597.28
8.	The Sherwin-Williams Co. (Invoice 3115-1)	$	122.66
9.	Vargas Hardware & Supply (Invoice 87914)	$	89.90
10.	Vargas Hardware & Supply (Invoice 87922)	$	26.06
11.	Vargas Hardware & Supply (Invoice 88320)	$	58.13
12.	Vicco Supply, LLC (Invoice 291956)	$	205.85
13.	Vicco Supply, LLC (Invoice 291957)	$	249.95
14.	Yuritzi L. Perez (Invoice 422)	$	249.99
15.	Brandy Ray (Invoice CSR 2/3/26)	$	600.00
16.	Dario A. Ayala (Invoice REIMB 12/25)	$	19.16
17.	Del Rio Welder. INC (Invoice E912285)	$	2,762.20
18.	Grimco, INC. (Invoice 35057421-01)	$	7,707.33
19.	Grimco, INC. (Invoice 35057421-03)	$	105.00
20.	Hector Canales (December 2025)	$	700.00
21.	Jad P. Harper (Invoice 250700609MJUAJA 02/28/2026)	$	350.00
22.	Jad P. Harper (Invoice 251000611MJUAJA 02/28/2026)	$	350.00
23.	Jad P. Harper (Invoice BSFELIX 1/26)	$	200.00
24.	Jennifer Banuelos (Invoice MILEAGE 1/26)	$	35.00
25.	McCoy Corporation (Invoice 9797835)	$	138.16
26.	MDTPS LLC (Invoice 676)	$	3,000.00
27.	Multi Service Technoligy Solution (Invoice 692B0FDE)	$	135.16
28.	OpenGov, Inc (Invoice Q-12694)	$	1,383.36
29.	Parts Service Supply co., Inc. (Invoice 0936704)	$	895.15
30.	Ricoh USA, Inc. (Invoice 5072787401)	$	28.90
31.	Rito J. Valdez III (Invoice TRVL 4/26)	$	514.68
32.	Ruiz, Roberto (Invoice TRVL 6/26)	$	236.00
33.	Ruiz, Roberto (Invoice TRVL 6/26)	$	201.60
34.	Russlle E. Wallace (Invoice DC1078)	$	3,400.00
35.	The Sherwin-Williams Co. (Invoice 5672-9)	$	935.81
36.	Tims South Texas LLC (Invoice 007-1-1140789)	$	1,152.14
37.	Vadel Funeral Home (Invoice 202602002)	$	500.00
38.	Vargas Hardware & Supply (Invoice 90145)	$	134.97
39.	Vargas Hardware & Supply (Invoice 89785)	$	19.77
40.	Vargas Hardware & Supply (Invoice 90154)	$	27.98
41.	Vicco Supply LLC (Invoice 292151)	$	82.95
42.	Vicco Supply LLC (Invoice 291958)	$	502.62
43.	Yuritzi L. Perez (Invoice 425)	$	120.00

44. Yuritzi L. Perez (Invoice 426)	$	120.00
45. CIRA TX Assc Counties (Invoice 993211799)	$	2,534.35
46. Texas Association of Counties (Invoice 269649/2026)	$	150.00
47. Texas Department of Criminal UI (Invoice 541219)	$	514.00
48. Toshiba America Business Solution (Invoice 6104495)	$	475.75
49. Toshiba America Business Solution (Invoice 6118812)	$	85.60
	$	34,911.29

From: **Mav. Co. Court Cost Fees**
Acct.# 27000-73412 (Fund 103)

1. Texas Comptroller (Invoice SCCF 1/26)	$	15,901.14
2. Texas Comptroller (Invoice SCCF 1/26)	$	604.00
3. Texas Comptroller (Invoice SCCF 1/26)	$	245.86
4. Texas Comptroller (Invoice SCCF 1/26)	$	3,315.00
5. Texas Comptroller (Invoice SCCF 1/26)	$	21,798.79
6. Texas Comptroller (Invoice SCCF 1/26)	$	4,711.06
7. Texas Comptroller (Invoice SCCF 1/26)	$	200.09
8. Texas Comptroller (Invoice SCCF 1/26)	$	121.03
9. Texas Comptroller (Invoice SCCF 1/26)	$	2,007.13
10. Texas Comptroller (Invoice SCCF 1/26)	$	2.98
11. Texas Comptroller (Invoice SCCF 1/26)	$	59,035.65
12. Joe Frank Martinez (Invoice 170905263TXAJA)	$	125.00
	$	108,067.73

From: **Mav. Co. Nutrition Program**
Acct.# 27000-45918 (Fund 110)

1. Ben E. Keith Co. (Invoice 55948031)	$	220.36
2. HEB Grocery Company (Invoice 646300)	$	81.43
3. HEB Grocery Company (Invoice 938982)	$	51.00
4. Vargas Hardware & Supply (Invoice 89868)	$	159.95
5. Venados Distribution SRVS, LLC (Invoice 502052601)	$	1,177.74
6. Vicco Supply, LLC (Invoice 292017)	$	81.96
7. Ben E. Keith Co. (Invoice 56005130)	$	139.80
8. Ben E. Keith Co. (Invoice 56090214)	$	427.18
9. Ben E. Keith Co. (Invoice 56090215)	$	4,337.98
10. HEB Grocery Company (Invoice 12426)	$	45.92
11. HEB Grocery Company (Invoice 167604)	$	23.52
12. HEB Grocery Company (Invoice 901607)	$	27.94
13. HEB Grocery Company (Invoice 904778)	$	41.61
14. Ondata, Inc. (Invoice 1277)	$	598.46
15. Venados Distribution SRVS, LLC (Invoice 512182502)	$	593.16
16. Venados Distribution SRVS, LLC (Invoice 512232501)	$	576.00
	$	8,584.01

From: **Mav. Co. Road & Bridge Fund**
Acct.# 27000-48318 (Fund 112)

1. Del Rio Welders Equip., Inc (Invoice E911891)	$	105.00
2. Jose Ramos (Reimb 2/26)	$	9.29

3.	McCoy Corporation (Invoice 9798089)	$	100.33
4.	Parts Service Supply Co., Inc (Invoice 0936721)	$	410.00
5.	Parts Service Supply Co., Inc (Invoice 0936753)	$	159.16
6.	The Sherwin-Williams Co. (Invoice 5686.9)	$	22.36
7.	Unifirst Holding, Inc (Invoice 2750131518)	$	519.26
8.	Vargas Hardware & Supply (Invoice 89875)	$	103.96
9.	Ruben Carrillo (Invoice 19876)	$	150.00
10.	Ruben Carrillo (Invoice 19877)	$	150.00
11.	JV Heating and Cooling LLC (Invoice 287)	$	350.00
12.	McCoy Corporation (Invoice 9798180)	$	350.00
13.	McCoy Corporation (Invoice 9798450)	$	153.29
14.	McCoy Corporation (Invoice 9797576)	$	165.34
15.	McCoy Corporation (Invoice 9798564)	$	53.63
16.	Parts Service Supply Co. (Invoice 0936783)	$	206.00
17.	Parts Service Supply Co. (Invoice 0936784)	$	88.25
18.	Parts Service Supply Co. (Invoice 0936785)	$	52.25
19.	Parts Service Supply Co. (Invoice 0936864)	$	202.20
20.	Tellus Equipment Solution LLC (Invoice P88627)	$	790.50
21.	Texas Diamond Garage Inc. (Invoice 43319)	$	136.90
22.	The Sherwin-Williams Co. (Invoice 5671-1)	$	157.42
23.	Tractor Supply Comply (Invoice 834721)	$	89.98
24.	Unifirst Holding, Inc (Invoice 2750132219)	$	519.26
25.	Bega Paving Inc. (Invoice 1523 RB)	$	952.00
		$	5,996.38

From: **Mav. Co. Payroll Fund**

Acct.# 27000-46620 (Fund 115)

(Payroll deductions ending (2/16/2026)

1.	Christmas Savings	$	23,615.00
2.	Aflac	$	533.71
3.	Colonial Life Insurance	$	570.54
4.	Liberty National Insurance	$	304.68
5.	Family Heritage	$	1,958.17
6.	Allstate Ins.	$	6,814.71
7.	Aflac Group	$	695.78
8.	GPA Health Insurance	$	158,850.12
9.	Aflac Life Insurance	$	-
10.	Payroll Fund Checks (Oper.-Net Pay)	$	555,801.41
11.	Pre-Paid Legal Services	$	14.72
12.	Child Support Fee	$	165.00
13.	Adult Probation Insurance	$	486.08
14.	Workmen's Comp.	$	17,253.82
15.	T.E.C.	$	3,613.26
16.	TCDRS Retirement Services	$	135,796.50
17.	IBC Bank of Eagle Pass (FICA, Medicare & Fed.IT)	$	160,919.84
18.	Attorney General	$	-
		$	1,067,393.34

From: **Mav. Co. Payroll Fund**
Acct.# 27000-46620 (Fund 115)
(Payroll deductions ending (3/2/2026)

1.	Christmas Savings	$	23,185.00
2.	Aflac	$	533.71
3.	Colonial Life Insurance	$	570.54
4.	Liberty National Insurance	$	304.68
5.	Family Heritage	$	1,918.37
6.	Allstate Ins.	$	6,786.19
7.	Aflac Group	$	680.55
8.	GPA Health Insurance	$	159,473.94
9.	Aflac Life Insurance	$	2,604.96
10.	Payroll Fund Checks (Oper.-Net Pay)	$	565,047.90
11.	Pre-Paid Legal Services	$	14.72
12.	Child Support Fee	$	160.00
13.	Adult Probation Insurance	$	489.68
14.	Workmen's Comp.	$	16,528.98
15.	T.E.C.	$	2,944.62
16.	TCDRS Retirement Services	$	131,023.59
17.	IBC Bank of Eagle Pass (FICA, Medicare & Fed.IT)	$	157,129.18
18.	Attorney General	$	-
		$	1,069,396.61

From: **Mav. Co. Payroll Fund**
Acct.# 27000-46620 (Fund 115)

1.	Tx. County & District Retirement System (January 2026)	$	275,875.09
2.	Continental American Insurance (Invoice RIN0001246320)	$	1,417.26
3.	Aflac (Invocie 927499)	$	1,067.42
4.	Colonial Life & Accident Ins. (March 2026)	$	1,141.08
5.	Continental American Ins. (Invoice 0001250505)	$	1,404.41
6.	Liberty National Life Ins. (March 2026)	$	609.36
7.	Aflac (Invoice March 2026)	$	2,626.92
8.	Family Heritage (Invoice March 2026)	$	68.25
9.	Family Heritage (Invoice 1195063)	$	3,768.50
10.	Family Heritage (Invoice 2026 Febuary)	$	68.25
11.	Pre-Paid Legal Service (Invoice Febuary 2026)	$	29.44
12.	American Heritaga Life Ins. (March 2026)	$	13,740.48
		$	301,816.46

From: **Mav. Co. County Clerk Rec. Mgmt. & Preservation**
Acct.# 27000-71921 (Fund 126)

1.	No items for approval at this time.	$	-
		$	-

From: **Mav. Co. Court Records Archive Fee Dist. Clerk**
Acct.# 27000-73521 (Fund 172)

1.	No items for approval at this time.	$	-
		$	-

From: **Mav. Co. Utility Fund**
Acct.# 27000-47213 (Fund 180)

1. Department of State Health Service (Invoice CD4711102025)	$	638.00
2. Department of State Health Service (Invoice CD4711112025)	$	488.00
3. HD Supply, Inc (Invoice 950018)	$	293.71
4. McCoy Corporation (Invoice 9797945)	$	349.46
5. Aaron Gonzalez (Invoice 1-02082026-1)	$	1,250.04
6. Act Pipe & Supply (Invoice s1012777394.001)	$	1,287.43
7. Thornton, Musso, and Bellemin (Invoice 26-0460)	$	1,850.00
8. Wallgren Environmental Service (Invoice 1083-225)	$	432.60
9 Brenntag Southwest, Inc (Invoice 673813)	$	1,913.62
	$	8,502.86

From: **Mav. Co. Airport Fund**
Acct.# 27000-70021 (Fund 200)

1. De Bona-Bibb Supply Company (Invoice 158009)	$	87.98
	$	87.98

From: **Mav. Co. Technology Fund**
Acct.# 27000-47616 (Fund 267)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. District Rec. Mgmt. & Preservation Fund**
Acct.# 27000-72416 (Fund 268)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. Records Management Fund**
Acct.# 27000-48220 (Fund 269)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. Courthouse Security Fund**
Acct.# 27000-70511 (Fund 271)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. Landfill Waste & Criminal Det. Ctr.**
Acct.# 27000-46021 (Fund 280)

1. Maverick County Solid Waste (Ocotber 2025)	$	33,333.33
2. Maverick County Solid Waste (November)	$	33,333.33

3. Maverick County Solid Waste (December)	$	33,333.33
4. Maverick County Solid Waste (January 2026	$	33,333.33
5. Maverick County Solid Waste (February 2026)	$	33,333.33
6. Maverick County Solid Waste (February 2026)	$	470,278.29
	$	636,944.94

From: **Mav. Co. Solid Waste Authority**
Acct.# 27000-48721 (Fund 283)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. Contractual Olbg. Series '94 I & S**
Acct.# 27000-70413 (Fund 293)

1. Bank of Texas (Invoice MAVE102DALTR325 2/18/26)	$	1,230,000.00
2. Bank of Texas (Invoice MAVE1025LTR3/25 02/18/26)	$	155,000.00
3. Bank of Texas (Invoice MAVE1020ALTR325 02/18/26)	$	259,212.50
4. Bank of Texas (Invoice MAVE1025LT3/25 02/18/26)	$	101,842.81
5. Bank of Texas (Invoice MAVERICKCOLTR25 02/18/26)	$	200.00
6. Bank of Texas (Invoice MAVERICKLTR2020 02/18/26)	$	200.00
7. Falcon International Bank (March 2026)	$	14,875.00
8. Falcon International Bank (March 2026)	$	680.00
9. Falcon International Bank (March 2026)	$	175.00
	$	1,762,185.31

From: **Mav. Co. Certification of Obligation Ser #2021**
Acct.# 27000-64013 (Fund 339)

1. Arturo Sanchez (Invoice 2134)	$	9,750.00
2. Ramtech Building System, Inc (Invoice 8917)	$	21,672.00
3. Bega Paving, Inc. (Invoice 1523)	$	96,673.71
4. Ramtech Building System, Inc (Invoice 8941)	$	12,388.00
	$	140,483.71

From: **Mav. Co. Stone Garden 2017**
Acct.# 27000-49020 (Fund 400)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. D.A. Human Smuggling Forfeiture**
Acct.# 27000-92520 (Fund 433)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. Community Fund**
Acct.# 27233-07411 (Fund 450)

1. Lowe's Company Inc. (Invoice 82961)	$	21.28
2. Sentry Security Service, LLC (Invoice 317219)	$	88.00
	$	109.28

From: **Mav. Co. Operation Lone Star**
Acct.# 27001-10815 (Fund 454)

1. No items for approval at this time.	$	-
	$	-

From: **Cybersecurity Grant**
Acct.# 27001-11212 (Fund 458)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. TP & W Cook Grant**
Acct.# 27001-08214 (Fund 461)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. Operation Lone Star Grant**
Acct.# 27001-10815 (Fund 466)

1. BCC Languages LLC (Invoice 250734)	$	240.00
2. BCC Languages LLC (Invoice 250919)	$	240.00
3. Claudio Heredia (Invoice 030126 OLS)	$	729.05
4. Claudio Heredia (Invoice 120125 OLS)	$	729.05
5. Relx Inc. (Invoice 3096131523)	$	310.00
6. Relx Inc. (Invoice 3096273257)	$	504.00
7. Rodolfo Benavidez (Invoice 00230022 OLS)	$	2,291.80
8. Ulysses D. Saucedo (Invoice Reimb 1/26)	$	28.00
	$	5,071.90

From: **Mav. Co. Jury Fund**
Acct.# 27000-72721 (Fund 506)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. Local Truancy Prevention & Division**
Acct.# 27000-73118 (Fund 510)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. State Consolidated Fee**
Acct.# 27000-77821 (Fund 517)

1. No items for approval at this time.	$	-
	$	-

From: **Mav. Co. Employee X-Mas Savings MMK**
Acct.# 27000-47115 (Fund 115-0112)

1. No items for approval at this time.	$	-
	$	-

District Attorney, Adult & Juvenile Probation Depts. For Ratification Only

From: **District Attorney General Fund**
Acct.# 27000-71017 (Fund 170-436)

1. Claudio Heredia (Invoice 030126 DA)	$	1,604.40
2. Claudio Heredia (Invoice 120125 DA)	$	1,604.40
	$	3,208.80

From: **District Attorney Border Prosecution**
Acct.# 27000-70914 (Fund 174)

1. Claudio Heredia (Invoice 030126 BPU)	$	1,166.55
2. Claudio Heredia (Invoice 120125 BPU)	$	1,166.55
	$	2,333.10

From: **Juvenile Probation**
Acct.# 27000-48111 (Fund 201 & 229)

1. Ruben Carrillo (Invoice 19739)	$	300.00
2. Sentry Security Service, LLC (Invoice 315894)	$	54.00
3. Atacosa County Auditor (Invoice 26-006)	$	3,600.00
4. Val Verde Co. Juve (Invoice January 2026)	$	1,500.00
5. Azucena Ragago (Invoice TRVL 4/26)	$	378.20
6. JDHQ Hotels, LLC (Invoice 84890405)	$	285.47
7. Lumiquick Diagnostic Inc. (Invoice 96005)	$	636.76
8. Sam Huston State University (Invoice 8398)	$	115.00
9. Vidza LLC	$	1,890.00
	$	8,759.43

From: **Juvenile Probation "Fee Account"**
Accounts Payable (Restitutions)
Acct.# 27000-71616 (Fund 198)

1. No items for approval at this time.	$	-
	$	-

From: **Adult Probation**

Acct.# 27000-47921 (Fund 226 & 227)

1. Greatamerica Financial Service (Invoice 41298036)	$	182.95
2. United States Postal Service (Invoice 6448/2026)	$	374.00
3. TDCI-CJAD Conference Fund (Invoice CSCD 2024)	$	72,202.15
	$	72,759.10

From: **Adult Probation "Fee Account"**

Accounts Payable (Restitutions)

Acct.# 27000-71518 (Fund 197)

1. BCBS (Invoice 1527)	$	878.00
2. CA-RI Auto Transports, LLC (Invoice 1528)	$	518.00
3. Christopher Jacob Ybarra (Invoice 1529)	$	288.00
4. Cosme Eliud Rodriguez (Invoice 1530)	$	200.00
5. Crime Victims Compensation (Invoice 1531)	$	118.00
6. Dimmit Co., District Clerk (DCDCF 1/26)	$	3,296.00
7. Dimmit Co., District Clerk (DCDCF 9/25)	$	2,304.00
8. Dimmit Co., County Clerk (DCCCCC 1/26)	$	31.00
9. Dimmit Co., County Clerk (DCCCF 1/26)	$	830.00
10. Dimmit Co., County Clerk (DCCCF 9/25)	$	591.00
11. Dr. Alejandro Esquivel Jr. (Invoice 1532)	$	100.00
12. Francisco Villa (Invoice 1533)	$	286.00
13. Jaime Salinas (Invoice 1534)	$	110.00
14. Jose Jaime Rodriguez (Invoice 1535)	$	760.00
15. Maria D. Padilla (Invoice 1536)	$	101.00
16. Parra Loan Company (Invoice 1537)	$	1,681.73
17. Raul Villlalobos (Invoice 1538)	$	798.00
18. Roberto Frausto (Invoice 1539)	$	798.00
19. Texas Dept. of Human Resources (Invoice 1540)	$	40.00
20. The 293rd Jud. Dist. Adult Prob. (DCPSIRF 1/26)	$	426.00
21. The 293rd Jud. Dist. Adult Prob. (DCPSIRF 9/25)	$	441.00
22. The 293rd Jud. Dist. Adult Prob. (DCPTD 1/26)	$	944.00
23. The 293rd Jud. Dist. Adult Prob. (DCPTD 9/25)	$	321.00
24. The 293rd Jud. Dist. Adult Prob. (DCSF 1/26)	$	5,206.00
25. The 293rd Jud. Dist. Adult Prob. (DCSF 9/25)	$	3,366.00
26. The 293rd Jud. Dist. Adult Prob. (DCUAF 1/26)	$	25.00
27. The 293rd Jud. Dist. Adult Prob. (DCUAF 9/25)	$	25.00
28. The 293rd Jud. Dist. Adult Prob. (INTEREST 1/26)	$	2.00
29. The 293rd Jud. Dist. Adult Prob. (INTRAST 1/26)	$	423.00
30. The 293rd Jud. Dist. Adult Prob. (INTRAST 9/25)	$	300.00
31. The 293rd Jud. Dist. Adult Prob. (MCPSIRF 1/26)	$	1,551.00
32. The 293rd Jud. Dist. Adult Prob. (MCPSIRF 9/25)	$	1,424.00
33. The 293rd Jud. Dist. Adult Prob. (MCPTD 1/26)	$	1,822.50
34. The 293rd Jud. Dist. Adult Prob. (MCPTD 9/25)	$	1,437.00
35. The 293rd Jud. Dist. Adult Prob. (MCSF 1/26)	$	12,475.70
36. The 293rd Jud. Dist. Adult Prob. (MCSF 9/25)	$	13,075.25
37. The 293rd Jud. Dist. Adult Prob. (MCUAF 1/26)	$	515.00
38. The 293rd Jud. Dist. Adult Prob. (MCUAF 9/25)	$	420.00
39. The 293rd Jud. Dist. Adult Prob. (TRANSF 9/25)	$	573.75
40. The 293rd Jud. Dist. Adult Prob. (TRANSFEE 1/26)	$	614.00

41. The 293rd Jud. Dist. Adult Prob. (ZCPSIRF 1/26)	$	975.00
42. The 293rd Jud. Dist. Adult Prob. (ZCPSIRF 9/25)	$	780.00
43. The 293rd Jud. Dist. Adult Prob. (ZCPTD 1/26)	$	364.00
44. The 293rd Jud. Dist. Adult Prob. (ZCPTD 9/25)	$	186.00
45. The 293rd Jud. Dist. Adult Prob. (ZCSF 1/26)	$	5,882.41
46. The 293rd Jud. Dist. Adult Prob. (ZSCF 9/25)	$	6,573.76
47. The 293rd Jud. Dist. Adult Prob. (ZCUAF 1/26)	$	123.00
48. The 293rd Jud. Dist. Adult Prob. (ZCUF 9/25)	$	75.00
49. Tx. Dept. of Public Safety (Invoice 21226)	$	148.00
50. Walmart Stores, Inc (Invoice 3818)	$	28.00
51. Zavala Co., District Clerk (ZCDCF 1/26)	$	5,697.00
52. Zavala Co., District Clerk (ZCDCF 9/25)	$	4,240.00
53. Zavala Co., District Clerk (ZCDCCC 1/26)	$	1,255.00
54. Zavala Co., District Clerk (ZCDCCC 9/25)	$	49.00
55. Zavala Co., District Clerk (ZCDCAAF 9/25)	$	161.00
56. Zavala Co., District Clerk (ZCCCCC 1/26)	$	54.10
57. Zavala Co., District Clerk (ZCCCF 1/26)	$	1,635.00
58. Zavala Co., District Clerk (ZCCCF 9/25)	$	63.00
	$	87,405.20