

## NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

**NOTICE IS HEREBY GIVEN** that, in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, a regular meeting of Commissioners' Court, the governing body of McLennan County, will be held on **Tuesday, the 15th day of September, 2026 at 9:00 o'clock a.m.** in the Commissioners' Courtroom, 1<sup>st</sup> Floor, West Wing, McLennan County Courthouse, 501 Washington, City of Waco, Texas, at which time, the subjects below will be considered and potentially acted upon.

**VIDEOCONFERENCE NOTICE:** A quorum of Commissioners Court will meet in person in the Commissioners' Courtroom. A limited number of the Court Members may attend remotely pursuant to Texas Government Code, Section 551.127

The opportunity to view and hear the meeting as well as the process if one wishes to address the Commissioners Court remotely is available at: <https://tx-mclennancounty.civicplus.com/1121/Commissioners-Court-Online-Meeting-Infor>

### AGENDA

**A. Proof of Posting of Notice**

**B. Moment of Silence / Invocation and Pledge**

**C. Public Comments**

**D. Proclamations / Resolutions:**

1. Ratification of Proclamation Recognizing the 25th Anniversary of September 11, 2001
2. Proclamation Recognizing United Way of Waco-McLennan County Campaign: "United is the Way"
3. Proclamation Recognizing October 4 - 10, 2026 and National 4-H Week
4. Proclamation Honoring the Life and Legacy of Donato "DJ Poder" Sanchez Jr.

**E. Consent Agenda:**

**1. Approval of Minutes of Prior Meeting(s); Recording into the Court Minutes of Previously Approved Documents; Recordation of Items Not Requiring Court Action**

- a. Recording of Letter of Agreement with McLennan Community College (re: Heartsaver, CPR/AED/First Aid Training / Contract Number: C20202605115)

**2. Financial Obligations of McLennan County:**

- a. Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization

**3. Human Resources / Salary Matters (Payroll Status Forms or Changes):**

- a. Authorization of Department Head Salary Schedule for Fiscal Year 2027
- b. Purchasing
- c. Associate Criminal Court Judge / Pretrial Services
- d. Authorization of Position Pay Grades for Personnel Changes and Compensation Structure Maintenance for Fiscal Year 2027

**4. Authorization / Ratification of RFP's, RFQ's, and Bids Advertisements; Publications; Public / Legal Notices**

**5. Authorization of McLennan County Credit Card Purchases**

**6. Recording of Educational Certificates; Recording of Department Head Affidavits; Recording of Departmental/Agency Reports; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials, Departments, or Agencies for Recording:**

- a. County Treasurer:
  - 1 Recording of McLennan County Investment Report, August 2026
  - 2 Recording of Treasurer's Monthly Report, August 2026
- b. McLennan County Children's Protective Services Board: Recording of Financial Statement Report, August 2026
- c. Animal Birth Control Clinic, Inc.: Recording of Services Reports, August 2026

**7. Burn Ban Approval, Extension, or Termination**

**8. McLennan County Subdivision Regulations:**

- a. Approval of Final Plat of Subdivision of Lots 1-3, Block 1 "J P Lynch Addition" to McLennan County, Precinct 1

**F. Bids, RFP's, RFQ's, Quotations for Goods and Services:**

1. Authorization of Invoice from Waco Paving, Inc. (re: Dust Control at Extraco Events Center)

2. Authorization of Invoice from \_\_\_\_\_ (re: Fire Lane Striping at Extraco Events Center)

**G. Contracts, Interlocal Agreements, and Memorandums of Understanding; Purchase, Lease, or Acquisition of Goods, Equipment or Services, including any Financing Thereof:**

1. Regarding the U.S. Immigration and Customs Enforcement Intergovernmental Service Agreement # 80-10-0033: Authorization of Modification of Contract / Order No. 70CDCR26FIGR00037 (Amendment No. P00003)
2. Regarding the U.S. Immigration and Customs Enforcement Intergovernmental Service Agreement # 80-99-0119: Authorization of Modification of Contract / Order No. 70CDCR26FIGR00038 (Amendment No. P00003)
3. Authorization of Interlocal Cooperative Agreement with City of McGregor (re: Road Work on Middle Windsor Road)
4. Authorization of Lease Agreement with Pitney Bowes (re: Mailing Machine for District Clerk's Office)
5. Regarding the Master Agreements with LumenServe: Authorization of Term Extension (re: Lighting Services for Precinct 1, Precinct 2, and Precinct 4 Towers)
6. Regarding the Non-Exclusive License Agreement with Indigent Healthcare Solutions: Authorization of Annual Renewal
7. Authorization of Renewal and Extension Agreement for Professional Services with Justice Benefits, Incorporated
8. Regarding the Professional Services Agreement with Walker Partners, LLC: Authorization of Amendment No. 2 (re: Chapel Road Improvements / Project No. 1-02750.04)
9. Authorization of Agreement for Information Technology Support Services with the McLennan County Community Supervision and Corrections Department
10. Authorization of Spay/Neuter Services Contract with Animal Birth Control Clinic, Inc.
11. Authorization of Contract for Services with The Cove Heart of Texas, Inc.
12. Authorization of Contract for Services with Creative Waco
13. Authorization of Interlocal Agreement with Waco Crime Stoppers, Inc.
14. Authorization of Contract for Services with Greater Waco Sports Commission
15. Authorization of Contract for Services with Texas Brazos Trail
16. Authorization of Contract for Services with Startup Waco
17. Authorization of Contracts for Fire Protection Services with County Volunteer Fire Departments and the McLennan County Fire Protection Association
18. Authorization of Service Agreement Renewals with Heart of Texas Behavioral Health Network
  - a. Regarding Agreement for Mental Health Deputy Services
  - b. Regarding Agreement for Comprehensive Mental Health and Intellectual and Developmental Delay Services
  - c. Regarding Agreement for Emergency Psychiatric Services
  - d. Regarding Agreement for Pre-Trial Diversion Services and Reintegration Roundtable
  - e. Regarding Grant Agreement for Medical Clearance Initiative at the Crisis Treatment Center
  - f. Regarding Interlocal Cooperation Agreement for Medications for Defendants Committed Under Texas Code of Criminal Procedure, Chapter 46B for McLennan County Jail
19. Authorization of Services Agreement with McLennan Community Investment Fund

**H. Capital Improvement, Repair, Maintenance Projects and Construction Projects:**

1. Regarding the Brushy Creek Bridge Upgrade on 7 Mile Lane / Agreement with BGE, Inc.: Authorization of July Services Invoice / Invoice No. 50118
2. Regarding the Big Creek Bridge Upgrade on Thompson Road / Agreement with BGE, Inc.: Authorization of July Services Invoice / Invoice No. 50119
3. Regarding Fern Valley Road Low Water Crossing Improvements:
  - a. Authorization of Application for Payment No. 5 with Holy Contractors, LLC
  - b. Authorization of Application for Payment No. 6 with Holy Contractors, LLC
  - c. Recording of Affidavit of All Bills Paid from Holy Contractors, LLC
  - d. Recording of Warranty Guaranty with Holy Contractors, LLC
  - e. Authorization of Engineering Services Invoice with AJL Engineering, Inc. / Final Invoice
4. Regarding Asbestos and Lead Testing for 7-Mile Lane and Thompson Road Bridges / Professional Services Agreement with Modern Geosciences, LLC: Authorization of Invoice # 6828

5. Regarding McLennan County Off-System Bridge and Guardrail Repairs / Agreement with Quiddity Engineering, LLC: Authorization of July Invoice / Invoice # ARIV1059050

**I. Budget, Budget Amendments/Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:**

**1. Regarding the FY 26 Budget:**

- a. Certification of Local Government Code 111.07075 Special Budget for Revenue Received After the Start of the Fiscal Year and related Budget Amendment (re: Proceeds from Interlocal Agreement with City of Crawford / Road & Bridge, Precinct 4)
- b. County Auditor
- c. County Wide Road & Bridge
- d. Constable, Precinct 2
- e. Constable, Precinct 4
- f. District Attorney
- g. District Clerk
- h. Engineering
- i. Justice of the Peace, Precinct 4
- j. Maintenance of Buildings
- k. County Sheriff
- l. County Treasurer
- m. Road & Bridge, Precinct 1
- n. Road & Bridge, Precinct 2

**2. Regarding the FY 27 Budget:**

- a. Designation of Expenditure Limits, per Local Government Code 130.908:
  - 1 District Clerk
  - 2 County Judge
  - 3 Commissioner, Precinct 4
  - 4 Justice of the Peace, Precinct 5

**J. Real Estate, Right of Way, and Easements**

**K. Grants / Grant Proposals:**

1. Regarding the U.S. Department of Treasury - Coronavirus Local Fiscal Recovery Fund / American Rescue Plan Act (ARPA): Discussion and/or Action regarding Eligible Expenses and/or Funding Guidelines; Reporting Requirements; Funding Requests; Subrecipient/Beneficiary Agreements; Grant Updates/Reports; Any Action Necessary to Comply with Grant Funding; Agreements for Administration of Grant or Consulting Services; Construction Agreements, related Matters
2. Regarding Victim Coordinator and Liaison Grant (VCLG): Ratification of Grant Contract No. C-03355 with the Office of the Attorney General
3. Regarding the Texas Indigent Defense Commission FY 26 Formula Grant: Acceptance of Statement of Grant Award (re: Grant Number 212-26-155)
4. Regarding the Rural Law Enforcement Grants / Senate Bill 22:
  - a. Authorization of Rural Sheriff's Office Salary Assistance Grant Program Application and Funding Allocation
  - b. Authorization of Rural Prosecutor's Office Salary Assistance Grant Program Application and Funding Allocation
5. Regarding the Bureau of Justice Assistance FY 26 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (COSSUP): Authorization of Grant Application and related Certifications/Documents (re: Specialty Court)

**L. Department/Office-Specific Requests, Presentations or Items for Discussion and Possible Action:**

1. Health Services: Recording of Texas Health and Human Services (HHSC) County Indigent Health Care Program (CIHCP) End of Year Report and Authorization of Optional Health Care Services Notification Form

**M. Additional Items for Discussion and Potential Action:**

1. Authorizations regarding the 104th Annual County Judges and Commissioners Association of Texas Conference / "Host Court Night" Event including Approval of Order Accepting Donations; Approval/Ratification of Purchases; Approval of Funding Authorizations; Updates; and related matters
2. Adoption of Various Orders relative to FY 2027:
  - a. Order Declaring Certain Property as Waste and Authorizing the Recycle or Disposal of Said Waste Property

- b. Order Exempting "Vehicle and Equipment Repairs" from the Requirements of Section 262.023 of the Local Government Code as Authorized by Local Government Code Section 262.024(a)(11)
  3. Texas A&M AgriLife Extension Service: Presentation on "Story of 4-H"
  4. Authorization of McLennan County Children's Protective Services Board Appointment
  5. Texas Association of Counties Risk Management Pool (TAC RMP): Authorization of Liability Coverage Renewal (re: Public Officials Liability, Law Enforcement Liability, General Liability, Auto Liability, Privacy or Security Event Liability & Expense and Auto Physical Damage)
  6. Greater Waco Chamber of Commerce: Monthly Economic Development Report, July 2026
  7. Regarding the McLennan County Employee Policy Guide: Authorization of Revision to Section 7.05: Sheriff's Office Structured Step Pay Plan - Subsection G: Step Pay Tables
  8. Announcement of Interest and/or Possible Future Agenda Topics
- N. Americans with Disabilities Compliance Project**
- O. McLennan County Downtown Jail / Justice Center Remodel Project:**
1. Regarding the Construction Manager at Risk Agreement with John W. Erwin General Contractor, Inc: Authorization of Applications and Certificates for Payment, Agreement Addendums, Design Documents, Acceptance of Reports, Updates, and related matters
    - a. Authorization of Application for Partial Payment No. 21
  2. Discussion and/or Action regarding Exterior Design for Judicial Center
- P. Work Session Items** (unless otherwise identified above, no action will be taken, but these matters will be discussed):
1. **Discussion regarding Criminal Justice Issues:** Updates on the Electronic Monitoring Program; Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts; Courthouse Security; Public Nuisance Reporting & Enforcement Process; Reintegration Programs; Updates from the Associate Judge; related matters
  2. **Discussion regarding Capital Expenditures:** including Time Schedule for Capital Outlay / Recommendations from the Finance Committee on the Spending Policy / Equipment Financing, McLennan County Radio Tower Project, Justices Software Conversion Feasibility, related matters
  3. **Discussion regarding County Property:** including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; Space and Office Allocations; Tradinghouse Lake/Park; Tradinghouse Pavilion Rental; Updates regarding ADA Capital Improvements; Updates regarding Road Projects including Speegleville Road, and/or Chapel Road; County Off-System Bridge Repair/Maintenance, Judicial Center Feasibility Study, Updates regarding McLennan County Venue Project, related matters
  4. **Discussion regarding Rural Transit District:** including Rural/Public Transportation Updates / Reports, related matter
- Q. Executive/Closed Session**
1. **Section 551.071 of the Government Code (V.C.T.A.):** An executive/closed session will be held so that the Commissioners Court can seek and receive legal advice from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct Conflicts with the Open Meetings Act (Ch.551, Gov. Code) if necessary for a subject contained on this agenda, and advice dealing with pending litigation, administrative claims or notices, and legal effects, liabilities, and legal options including but not limited to claims arising from Opioid Litigation, Civil Rights Cases, Tort Claims, or Other Pending or Threatening Litigation
  2. **Section 551.072 of the Government Code (V.C.T.A.):** Regarding Real Property, including, but not limited to: (1) Right-Of-Way Acquisitions re: Expansion / Repair Project/s; and/or (2) Real Estate Purchase / Sale / Transfer / Trade / Offers to Purchase, Acquisition / Value / Donations of Real Property / Leases relative to Real Property, including, but not limited to, Potential Properties for Use by County / Public Facilities & Valuation of Current Property for Trade or Sale
  3. **Section 551.074 of the Government Code (V.C.T.A.):** Regarding Personnel Matters including but not limited to: Personnel Review / Evaluation of Commissioners Court Appointed Department Heads; Employment, Appointment, Termination, Hearing Grievances Against Employees or Public Officials; Personnel Matters Identified in any Open Session Item if Necessary, and related matters
  4. **Section 551.076 of the Government Code (V.C.T.A.):** Deliberations regarding Security Devices or Security Audits
  5. **Section 551.087 of the Government Code (V.C.T.A.):** Regarding Economic Development Negotiations including, but not limited to (1) Discussion of Commercial / Financial Information Received from a Business Prospect/s; (2) Pending Negotiations / Potential Prospects and Projects; and/or (3) Discussion re: Offers of Financial or Other Incentives to Business Prospect/s



6. **Section 551.087 of the Government Code (V.C.T.A):** Regarding Economic Development Negotiations including, but not limited to (1) Discussion of Commercial / Financial Information Received from a Business Prospect/s; (2) Pending Negotiations / Potential Prospects and Projects; and/or (3) Discussion re: Offers of Financial or Other Incentives to Business Prospect/s:

**R. Adjourn**

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
SCOTT M. FELTON, County Judge

STATE OF TEXAS     \*  
COUNTY OF McLENNAN    \*

I, J.A. “ANDY” HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a NOTICE OF MEETING posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted this 9th day of September, 2026.

Witness my hand and seal of office at Waco, McLennan County, Texas the 9th day of September, 2026 at \_\_\_\_\_ p.m.

(SEAL)           J. A. "ANDY" HARWELL, County Clerk  
                    McLennan County, Texas

BY: \_\_\_\_\_ (Deputy)

Notice: Persons with disabilities in need of auxiliary aide or services may contact the County Judge’s Office, (254) 757-5049, prior to the meeting date

STATE OF TEXAS  
COUNTY OF MCLENNAN



PROCLAMATION

**MCLENNAN COUNTY PROCLAMATION RECOGNIZING  
THE 25<sup>th</sup> ANNIVERSARY OF SEPTEMBER 11, 2001**

**WHEREAS**, on September 11, 2001, the United States suffered an unprecedented terrorist attack that claimed the lives of nearly 3,000 innocent people in New York City, at the Pentagon, and aboard United Airlines Flight 93 near Shanksville, Pennsylvania; and

**WHEREAS**, we remember the victims and honor the firefighters, law enforcement officers, emergency medical personnel, military members, volunteers, and ordinary citizens who demonstrated extraordinary courage and selflessness in the face of tragedy; and

**WHEREAS**, twenty-five years later, we recognize the enduring sacrifices of first responders, rescue and recovery workers, survivors, families, and communities affected by the attacks and their lasting consequences; and

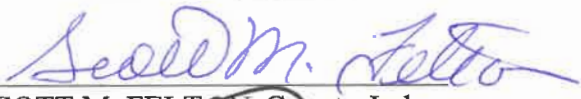
**WHEREAS**, the days and years following September 11 demonstrated the strength of the American spirit through unity, compassion, resilience, and service to others; and

**WHEREAS**, it is fitting that the people of McLennan County pause on this solemn anniversary to remember those who were lost, express gratitude to those who served, and reaffirm our commitment to courage, compassion, unity, and service; and

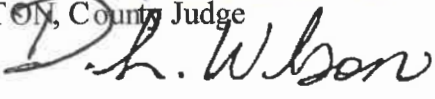
**NOW, THEREFORE, BE IT PROCLAIMED** that the **McLennan County Commissioners Court** hereby recognizes **September 11, 2026, as the 25th Anniversary of September 11, 2001**, and calls upon all residents to honor those who lost their lives, remember those who answered the call to serve, and reflect upon the courage and resilience demonstrated in the face of tragedy.

**BE IT FURTHER PROCLAIMED** that this Proclamation shall be entered into the official minutes of the McLennan County Commissioners Court as a lasting tribute to those who lost their lives, those who served, and all those who continue to bear the lasting effects of September 11. **WE WILL NEVER FORGET.**

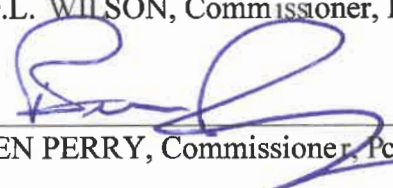
**WITNESSED OUR HAND AND SEAL** this 11th day of September, 2026.

  
SCOTT M. FELTON, County Judge

  
JAMES A. SMITH, Commissioner, Pct. 1

  
D.L. WILSON, Commissioner, Pct. 2

  
WILL JONES, Commissioner, Pct. 3

  
BEN PERRY, Commissioner, Pct. 4

Attest: J.A. "Andy" HARWELL,  
County Clerk McLennan County, Texas



STATE OF TEXAS

COUNTY OF MCLENNAN



PROCLAMATION

**MCLENNAN COUNTY PROCLAMATION RECOGNIZING UNITED WAY  
of WACO-MCLENNAN COUNTY CAMPAIGN: "UNITED IS THE WAY"**

**WHEREAS**, the "United Is the Way" Campaign Season reminds us that we are strongest when we come together to create positive and lasting change; and

**WHEREAS**, McLennan County recognizes that when neighbors support one another, we can break down barriers, strengthen families, and build a healthier, more inclusive, and resilient community for all; and

**WHEREAS**, the "United Is the Way" campaign encourages collective action through partnerships, advocacy, volunteerism, and community support, helping ensure that every person in our county has the opportunity to thrive and make a meaningful difference; and

**WHEREAS**, McLennan County is proud to stand alongside United Way and its community partners in supporting a healthy and inclusive community where people of all ages have the opportunity to reach their full potential, and where access to education, essential resources, and financial stability promotes opportunity and resilience throughout the region; and

**WHEREAS**, the collective commitment of individuals, businesses, nonprofit organizations, and community leaders demonstrates the power of working together to address challenges, expand opportunities, and strengthen the quality of life for all who call McLennan County home; and

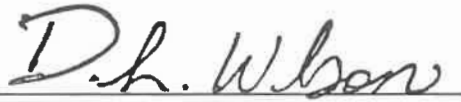
**NOW, THEREFORE, BE IT PROCLAIMED**, that we, the McLennan County Commissioners Court, do hereby proclaim **September 2025 through January 2027** as **"UNITED IS THE WAY CAMPAIGN SEASON"** in McLennan County, and encourage all residents to join together in the spirit of giving, service, and community by supporting the programs, initiatives, partnerships, and volunteer opportunities that strengthen our community.

**BE IT FURTHER PROCLAIMED**, that a copy of this Proclamation be made a permanent part of the minutes of the McLennan County Commissioners Court.

**WITNESSED OUR HAND AND SEAL** this 15th day of September, 2026.

  
SCOTT M. FELTON, County Judge

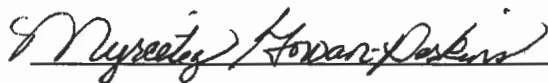
  
AMES A. SMITH, Commissioner, Pct. 1

  
D.L. WILSON, Commissioner, Pct. 2

  
WILL JONES, Commissioner, Pct. 3

  
BEN PERRY, Commissioner, Pct. 4

Attest: J.A. "Andy" HARWELL,  
County Clerk McLennan County, Texas



STATE OF TEXAS  
COUNTY OF MCLENNAN

PROCLAMATION



A PROCLAMATION OF THE MCLENNAN COUNTY COMMISSIONERS COURT  
RECOGNIZING OCTOBER 4 - 10, 2026 AS NATIONAL 4-H WEEK

*WHEREAS*, the McLennan County Commissioners Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for **115 years** of providing experience-based education to youngsters throughout the Lone Star State; and

*WHEREAS*, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

*WHEREAS*, its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

*WHEREAS*, the program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

*WHEREAS*, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great;

*THEREFORE, BE IT PROCLAIMED*, that the McLennan County Commissioners Court recognizes **October 4 - 10, 2026** as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

*BE IT FURTHER PROCLAIMED*, a copy of this Proclamation be made a permanent part of the minutes of the Commissioners Court.

*WITNESSED OUR HAND AND SEAL this 15th day of September, 2026.*

\_\_\_\_\_  
SCOTT M. FELTON, County Judge

\_\_\_\_\_  
JAMES A. SMITH, Commissioner, Pct. 1

\_\_\_\_\_  
D.L. WILSON, Commissioner, Pct. 2

\_\_\_\_\_  
WILL JONES, Commissioner, Pct. 3

\_\_\_\_\_  
BEN PERRY, Commissioner, Pct. 4

Attest:  
J.A. “Andy” HARWELL, County Clerk  
McLennan County, Texas

\_\_\_\_\_  
By: Deputy County Clerk

**Recording of Authorization of Letter of Agreement with McLennan Community College (re: Heartsaver CPR/AED/First Aid Training / Contract Number: C20202605115) approved by Order on August 4, 2026, and recorded on page 479 of these minutes.**

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**Ana Picazo**  
Human Resources Director  
Human Resources Dept.



**McLennan County**  
214 N. 4<sup>th</sup> St., Suite 200  
Waco, TX 76701-1366  
Office: (254)757-5158

## MEMORANDUM

Date: August 4, 2026  
To: Commissioners Court  
From: Ana Picazo, Human Resources Director  
Subject: Employee Safety Training Heartsaver CPR/AED/First Aid

McLennan County Human Resources is requesting Commissioner's Court approval for "Heartsaver CPR/AED/First Aid" employee training with McLennan Community College (MCC) along with the accompanying agreement outlining a cost of \$50 per student with a term from 7/20/2026 to 7/21/2027.

Under this agreement, MCC would provide training to County Personnel in September of 2026 and January of 2027. The training will take place at the Emergency Management Facility and will consist of multiple sessions in order to train up to 200 staff members.

This CPR training course was last offered in August of 2024 and January 2025. During these training sessions, 183 county employees were certified in CPR/AED/First Aid. The certifications are set to expire in August of 2026 and January 2027. If approved, this current year's training would offer an opportunity to renew certification.

The cost of this training is covered by HR budget funds:

| Department         | Number of employees trained | Cost per student \$50 |
|--------------------|-----------------------------|-----------------------|
| R&B Depts          | 80                          | \$4,000               |
| Other County Depts | 120                         | \$6,000               |
| Totals             | 200                         | \$10,000              |

The Human Resources is offering this training in an effort to prepare employees for emergency situations. We request Commissioners Court approval of the attached Letter of Agreement with McLennan Community College for the cost of the training. This agreement has been reviewed by legal counsel.

-Thank you.

APPROVED BY COMMISSIONERS COURT  
THIS 4 DAY OF AUGUST 2026  
\_\_\_\_\_  
COUNTY JUDGE



## Letter of Agreement

This agreement between the Continuing Education Department of **McLennan Community College (MCC)** and **McLennan County (Client)** located in Waco, TX defines the responsibilities of both parties. This agreement begins on 7/20/2026 and expires on 7/21/2027.

**MCC agrees to:**

1. Conduct **Heartsaver CPR/AED/FA** training for the Client's employees as agreed upon by both parties. The class will be held at locations and on dates and times mutually agreed upon by both parties.
2. Prepare, distribute, and customize the instructional materials to meet the needs of the client.
3. Invoice the client **(\$50/student)** for training or as agreed upon by both parties.

**Client agrees to:**

1. Enroll no more than **24** participants per class, for as many classes needed unless mutually agreed upon by both parties.
2. Provide MCC a completed registration form for each participant.
3. Pay MCC as listed above for each course/session upon 30 days of receipt of invoice.

This agreement may be terminated by any party upon a breach by the other party or at any time by either party upon providing the other party with thirty (30) days written notice.

This contract price does not include charges of \$4.00 per contact hour for non-residents students who are brought from out-of-state for contract classes. Non-resident students are those who live and work out-of-state. This contract price provides for zero number of non-resident students. In the event non-resident students enroll, the tuition and fee charges for non-residents will be assessed.

Both parties agree that education is the primary purpose of this agreement. Additional training shall be subject to a new agreement. The course is consistent with the goals, purposes and mission of MCC. Further, MCC affirms that it has sole and direct control of the educational services provided in this agreement and is in compliance with Texas Higher Education Coordinating Board and Southern Association of Colleges and Schools guidelines. Dates may be changed by mutual agreement.

McLennan Community College provides equal educational opportunities to all individuals and does not discriminate against any individual regardless of race, color, religion, national or ethnic origin, gender, disability, age, veteran status, genetic information, sexual orientation, gender identity, pregnancy, or other legally protected category in its educational programs, activities, or employment as described in our [Nondiscrimination Policy](#).

campus are required to follow all College conduct policies for visitors as set forth in the [General Conduct Policy](#).

This contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue for any action or proceeding arising under this agreement shall be in McLennan County, Texas

All mention of restricted access to information, must be in compliance with the Texas Public Information Act (PIA), Government Code Chapter 552.

**McLennan Community College**

**Laura  
Wichman**

Digitally signed by Laura  
Wichman  
Date: 2026.08.12 14:33:39  
-05'00'

Signature:

Laura Wichman, Ed.D.

Print Name:

Vice President, Strategic Planning & Enrollment

Print Title:

**McLennan County**



Signature:

8/4/26

Scott M. Felton

Print Name:

County Judge

Print Title:

**Contract Number: (C20202605115)**



**Ana Picazo**  
Human Resources Director  
Human Resources Dept.



**McLennan County**  
214 N. 4<sup>th</sup> St., Suite 200  
Waco, TX 76701-1366  
Office: (254)-757-5158

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## MEMORANDUM

Date: September 15<sup>th</sup>, 2026

To: Commissioners' Court

From: Ana Picazo, Human Resources Director and Ken Bass, Purchasing Director

Subject: Action or Discussion on Possible Appointment of Assistant Purchasing Director

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Christina Brault is currently serving as Commissioners Executive Assistant for Road and Bridge Precincts 1 & 4 and has served in the role since July 2<sup>nd</sup>, 2012.

Given that:

- Christina Brault's education and experience meets the qualification requirements of the Assistant Purchasing Director position and;
- Section 6.01 of the County Personnel Policies Regarding Recruitment states The Appointed Official, Elected Official or Department Head in partnership with the Human Resource department may elect not to post certain positions when there is a lawful, nondiscriminatory basis for doing so.

The Human Resources Department submits the option to directly select and transfer Christina Brault into the new Assistant Purchasing Director position, for consideration and/or action by the Commissioners' Court.

—Thank You.

**Ana Picazo**  
Human Resources Director  
Human Resources Dept.



**McLennan County**  
214 N. 4<sup>th</sup> St., Suite 200  
Waco, TX 76701-1366  
Office: (254)-757-5158

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## MEMORANDUM

Date: September 15, 2026

To: Commissioners Court

From: Ana Picazo, HR Director and The Honorable Susan Kelly, Local Administrative Judge and Judge of 54<sup>th</sup> District Court

Subject: Requesting Approval to Fill Associate Judge Position Prior to PTO Accrual Exhaustion

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In collaboration with Human Resources, Local Administrative Judge Susan Kelly is requesting the ability to fill a vacancy prior to the exhaustion of paid time off accrued by the exiting employee. Associate Judge Position #336 will become vacant effective September 30, 2026; however, the position will not exhaust accrued paid time off until November 11, 2026. Human Resources and Judge Kelly request the ability to fill the position effective October 1, 2026.

Due to the time-sensitive and statutorily required duties of the Jail Magistrate, maintaining continuous judicial coverage is necessary to ensure timely magistration, bail determinations, warrant review, and other required judicial functions.

If the position is filled effective October 1, 2026, the estimated cost to buy out the remaining accrued paid time off for the departing employee is approximately \$16,774.39.

The vacancy is outlined below:

| Position  | Position Title  | Location          |
|-----------|-----------------|-------------------|
| 200000336 | Associate Judge | Pretrial Services |

The Auditor's Office can answer any budget-related questions and if needed, may follow up with a budget amendment at a later date should the court decide to take action to approve this request.

–Thank You.

**Ana Picazo**  
Human Resources Director  
Human Resources Dept.



**McLennan County**  
214 N. 4<sup>th</sup> St., Suite 200  
Waco, TX 76701-1366  
Office: (254)-757-5158

## MEMORANDUM

Date: Tuesday, September 15<sup>th</sup>, 2026

To: Commissioners Court

From: Ana Picazo, Human Resources Director

Subject: Requesting Approval of Position Pay Grades for Personnel Changes Made for Fiscal Year 2027 & Compensation Structure Maintenance

The position changes listed below were approved personnel changes for Fiscal Year 2027. This memo serves to outline the resulting, recommended pay grades for each position. HR is requesting approval of the pay grade changes listed below. If approved, this record will assist HR in implementing the approved position changes while maintaining the County pay structure.

### CHANGES TO EXISTING POSITIONS

| DEPT NAME            | POSITION NUMBER | FY 26 TITLE              | NEW TITLE                 | NEW POSITION NUMBER | FY 26 PAY GRADE | NEW PAY GRADE |
|----------------------|-----------------|--------------------------|---------------------------|---------------------|-----------------|---------------|
| ROAD & BRIDGE PCT. 1 | 200000934       | EQUIPMENT OPERATOR       | SENIOR EQUIPMENT OPERATOR | 200001299           | CORE 6          | CORE 8        |
| ROAD & BRIDGE PCT. 1 | 200000945       | SPECIALIST ROAD & BRIDGE | ADMINISTRATIVE ASSISTANT  | 200001300           | CORE 4          | CORE 6        |
| CONSTABLE PCT. 4     | 200000924       | DEPUTY CONSTABLE         | DEPUTY CONSTABLE CHIEF    | 200001298           | LE 4            | LE 8          |
| ROAD & BRIDGE PCT. 4 | 200000986       | CREWMEMBER               | HEAVY TRUCK DRIVER        | 200001301           | CORE 2          | CORE 6        |

### NEW POSITIONS (assigned pay grades match the grades of existing positions of the same title)

| DEPT NAME                        | POSITION NUMBER | TITLE                         | PAY GRADE | Position Filled By |
|----------------------------------|-----------------|-------------------------------|-----------|--------------------|
| PURCHASING                       | NEW             | ASSISTANT PURCHASING DIRECTOR | CORE 16   | Christina Brault   |
| 170 <sup>TH</sup> DISTRICT COURT | NEW             | COURT ADMINISTRATOR ASSISTANT | CORE 6    | NA                 |

The request to establish the Assistant Purchasing Director position also includes the ability to fill the position as described in the accompanying memo.

In addition to the budget-prompted changes, HR has completed a general review of all positions and pay ranges under the County compensation structure. This review has resulted in the following recommended pay structure maintenance.

### Individual Position Reclassifications

This review has identified nine (9) position titles that HR recommends for pay grade reassignment based on the 2026 salary survey average and the budgeted amount of the position. HR is requesting approval of the pay grade changes identified in this general review. This review and reassignment of paygrades is compensation system maintenance as recommended by NFP Compensation Consultants. The FY 2027 budgets for these positions are in line with the recommended pay grade.

| POSITION TITLE               | POSITION  | DEPT NAME                    | FY 26 PAY GRADE | RECOMMENDED PAY GRADE |
|------------------------------|-----------|------------------------------|-----------------|-----------------------|
| PROJECT MANAGER              | 200000246 | INFORMATION TECHNOLOGY       | C12             | C14                   |
| COUNTY ENGINEER              | 200000072 | ENGINEERING DEPARTMENT       | C20             | C22                   |
| DISCHARGE COORDINATOR        | 200000516 | JAIL                         | C08             | C10                   |
| PROJECT COORDINATOR          | 200000067 | MAINTENANCE OF BUILDINGS     | C08             |                       |
| PURCHASING DIRECTOR          | 200000157 | PURCHASING DEPARTMENT        | C18             | C20                   |
| DEPUTY DIRECTOR              | 200001104 | JUVENILE SVCS PROBATION DEPT | C14             | C16                   |
| OFFICE ADMINISTRATOR         | 200000208 | TAX OFFICE - AUTO DEPARTMENT | C10             | C08                   |
| SUPERINTENDENT ASSISTANT     | 200001096 | JUVENILE SERVICES DETENTION  | C12             | C14                   |
| COMPUTER OPERATOR SPECIALIST | 200000950 | ROAD & BRIDGE - PRECINCT 2   | C08             | C06                   |

### **Pay Structure Aging**

The current McLennan County Pay Structure was implemented in FY 2025 and associated pay ranges have not been updated since implementation. HR recommends aging the pay structure by applying a 2.5% increase to all pay ranges (minimum, midpoint, maximum), which is maintenance outlined in the Compensation Program approved by Commissioners Court in 2024. The updated ranges are attached to this memo. There is no cost associated with this maintenance.

HR respectfully requests Commissioners Court approval of:

- Reclassifications prompted by FY 2027 budget approvals
- Classifications of new positions approved for the FY 2027 budget
- Reclassifications identified by HR as a part of the annual pay structure maintenance
- Pay structure aging

-Thank you

FY 2027 Compensation Core Structure Maintenance  
Effective 10/01/2026

| <b>Aging - 2.5%</b> |                |                 |                |
|---------------------|----------------|-----------------|----------------|
| <b>PAY GRADE</b>    | <b>MINIMUM</b> | <b>MIDPOINT</b> | <b>MAXIMUM</b> |
| C02                 | 38,848         | 43,716          | 48,585         |
| C04                 | 42,743         | 48,073          | 53,403         |
| C06                 | 46,023         | 52,941          | 59,860         |
| C08                 | 50,635         | 59,501          | 68,368         |
| C10                 | 57,093         | 67,086          | 77,080         |
| C12                 | 64,165         | 75,389          | 86,613         |
| C14                 | 70,725         | 84,870          | 99,015         |
| C16                 | 79,643         | 95,581          | 111,520        |
| C18                 | 89,688         | 109,880         | 130,073        |
| C20                 | 101,065        | 126,331         | 151,598        |
| C22                 | 118,798        | 148,523         | 178,248        |
| C24                 | 139,810        | 178,248         | 216,685        |

## McLennan County Credit Card Purchases

| Department: Sheriff's Office                                                                     |                          |
|--------------------------------------------------------------------------------------------------|--------------------------|
| SO is requesting to use the County Credit Card to prepay hotel accommodations for staff training |                          |
| Training / Location / Date / Amount                                                              |                          |
| FBI - Law Enforcement Executive Development Assn (LEEDA) - Command Leadership Institute          |                          |
| Location: Lewisville, Texas                                                                      | Dates: 9/27/26 - 10/2/26 |
| Name/s                                                                                           |                          |
| Brian Blanchard                                                                                  |                          |

| Department                | Amount     | Description                                                                      |
|---------------------------|------------|----------------------------------------------------------------------------------|
| Elections                 | \$470.40   | Purchase of an annual renewal for text messaging services through Simple Texting |
| Health Services           | \$234.00   | Ratification of annual renewal of SRFax                                          |
| Maintenance of Buildings  | \$2,725.00 | Ratification of the purchase of flags from Flag Co                               |
| Road & Bridge, Precinct 1 | \$1,490.97 | Ratification of the purchases from Tractor Supply for fuel tank                  |
| Tax Office                | \$100.00   | Purchase of business cards for Todd Labhart and Aldo Recindus                    |



# SHERIFF PARNELL MCNAMARA

## McLennan County

---

### TRAINING DIVISION

901 Washington Avenue Waco, Texas 76701 • 254-759-5748-FAX

**"Your Safety Comes First"**

**8/27/2026**

Frances Bartlett Auditor  
McLennan County

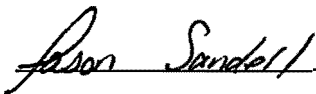
**Brian Blanchard** will be attending **FBI-LEEDA-CLI** in **Lewisville, Tx** on **9/27/2026** through **10/2/2026**. Please pre pay their lodging of the Host Hotel out of 001-2410-619102 account for **\$587.81**. Please pay their per diem also out of this account. I am requesting the Hotel be paid by County Card.

**Hampton Inn & Suites**  
**2650 Lake Vista Dr**  
**Lewisville, Tx 75067**  
**972.315.3200**

I request that the lodging and all meals reimbursements be taken out of the:  
Acct # 001-2410-619102

Respectfully,  
Training Division  
McLennan County Sheriff's Office

Department Authorization

\_\_\_\_\_

Court Approval

\_\_\_\_\_



Date: 8/27/2026  
P.O.: \_\_\_\_\_

Invoice: \_\_\_\_\_  
Invoice Date: \_\_\_\_\_

REQUISITION FOR PURCHASE  
COUNTY OF McLENNAN

From Department of: McLennan County Sheriff's Office -- Training Division  
Account #: 001-2410-619102 - Hwy 6

Ship To: McLennan County Sheriff's Office  
Training Division  
901 Washington Ave.  
Waco, TX 76701

Bill To: McLennan County Auditors Office  
214 North 4<sup>th</sup> Street, Suite 100  
Waco, TX 76701-1366

Date Delivery Required: ASAP

Contact Person: Jason Sandell  
Telephone: Ofc. 254-759-5717 Fax 254-759-5748

| Item No | Qty | Unit | Tell here what is wanted<br>Describe fully size, color, catalog # when applicable | Unit Price | Total Amount |
|---------|-----|------|-----------------------------------------------------------------------------------|------------|--------------|
| 1       | 5   | EA   | Hampton Inn & Suites                                                              | \$117.57   | \$587.81     |
|         |     |      |                                                                                   |            |              |
|         |     |      | 1) Brian Blanchard                                                                |            |              |
|         |     |      |                                                                                   |            |              |
|         |     |      |                                                                                   |            |              |
|         |     |      |                                                                                   |            |              |
|         |     |      |                                                                                   |            |              |
|         |     |      | Pay with County Card                                                              |            |              |

**SUGGESTED VENDOR:**

Hampton Inn & Suites  
**Make Check Payable to:**  
Hampton Inn & Suites  
2650 Lake Vista Dr  
Lewisville, Tx  
972.315.3200

| Name | Address | Phone |
|------|---------|-------|
|------|---------|-------|

County Judge

  
Department Authorization



Outlook

---

**Fw: Your Sep-27-2026 Confirmation**

---

**From** Brian Blanchard <Brian.Blanchard@mclennan.gov>**Date** Wed 8/26/2026 8:02 PM**To** Chasity Wehres <Chasity.Weheres@mclennan.gov>

Brian Blanchard  
Lieutenant, D-Shift  
Mclennan Co. Sheriff's Office  
Jail Division  
3101 E. Hwy 6.  
Waco Tx, 76705

---

**From:** Brian Blanchard**Sent:** Wednesday, August 26, 2026 8:01 PM**To:** Brian Blanchard**Subject:** Fwd: Your Sep-27-2026 Confirmation**CAUTION**

This email originated from outside the organization. DO NOT click links or open attachments unless you are expecting them from the sender and know the content is safe.

----- Forwarded message -----

**From:** **Hampton by Hilton** <noreply@h6.hilton.com>**Date:** Wed, Aug 26, 2026 at 8:00 PM**Subject:** Your Sep-27-2026 Confirmation**To:** <brian.blanchard

Hello BRIAN,

[View Account →](#)

# See you soon, BRIAN BLANCHARD

Your reservation for Sunday Sep 27, 2026 has been confirmed.

Hampton Inn &  
Suites Dallas-  
Lewisville/Vista  
Ridge Mall

2650 Lake Vista Drive, Lewisville, TX,  
75067 US



+19723153200



View your stay in app



Add to calendar (iOS/Outlook)



Add to calendar (Other)

Sunday

**Sep 27**

Check In: 4:00 PM



**5**  
Nights

Friday

**Oct 02**

Check Out: 11:00 AM

Murchael  
Carol only  
8/27/26 @ 9:20



[View booking details](#)

Your Room Summary:

|            |                       |
|------------|-----------------------|
| Guest Name | BRIAN BLANCHARD       |
| Guests     | 1 Adult               |
| Rooms      | 1                     |
| Room Plan  | 1 KING BED NONSMOKING |
| Rate Type  | HONORS DISCOUNT       |

Your Rate Information

|                           |           |
|---------------------------|-----------|
| Rate per night            |           |
| Sep-27-2026 - Sep-28-2026 | 95.68 USD |
| Sep-28-2026 - Sep-29-2026 | 97.77 USD |
| Sep-29-2026 - Sep-30-2026 | 98.08 USD |

|                                     |                   |
|-------------------------------------|-------------------|
| Sep-30-2026 - Oct-01-2026           | 98.25 USD         |
| Oct-01-2026 - Oct-02-2026           | 118.69 USD        |
| <b>Total for Stay per Room Rate</b> | <b>508.47 USD</b> |
| <hr/>                               |                   |
| <b>Additional charges</b>           |                   |
| Total taxes and government charges  | 76.67 USD         |
| 13.0% Per RoomPer Night             |                   |
| 2.0% Per RoomPer Night              |                   |
| Mandatory charge                    | 2.67 USD          |
| <hr/>                               |                   |
| <b>Total price for Stay</b>         | <b>587.81 USD</b> |
| <hr/>                               |                   |
| <b>Modify Your Reservation →</b>    |                   |

## Rate Rules and Cancellation Policy

- There is a credit card required for this reservation.
- If you wish to cancel, please do by 11:59 p.m. on Sep-26-2026, to avoid cancellation penalty equal to the first night's room and tax.
- When you check in, a hold may be placed on your card for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out. Any such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.
- If the slider is used to select a Points and Money combination, that selection is final once your stay is booked.

## Important updates

### No smoking

We are a smoke-free hotel.

Your Stay

## Misty McCowan

---

**From:** Jared Goldsmith  
**Sent:** Thursday, September 3, 2026 11:06 AM  
**To:** Misty McCowan  
**Subject:** Fw: Your account renews soon.

Misty,

We need to make sure that the text messaging service through Simple Texting get renewed. The email below states that the payment will automatically be made... is this how it works or do we need to get approval for the vendor to charge the county credit card?

Thanks,

**Jared Goldsmith**  
Elections Administrator, MPA, CERA  
McLennan County Elections  
(254) 757-5043  
[www.mclennanvotes.com](http://www.mclennanvotes.com)

---

**From:** support@simpletexting.net <support@simpletexting.net> on behalf of SimpleTexting <support@simpletexting.net>  
**Sent:** Thursday, July 16, 2026 5:00 AM  
**To:** Jared Goldsmith <jared.goldsmith@co.mclennan.tx.us>  
**Subject:** Your account renews soon.

**CAUTION**

This email originated from outside the organization. DO NOT click links or open attachments unless you are expecting them from the sender and know the content is safe.

**Your account renews soon.**

Hi Jared,

We're so happy to have you as a SimpleTexting customer! We wanted to let you know that your plan will be renewed soon. No action is required on your part, this is just a friendly reminder.

Your plan is \$470.40 / Year. It will be renewed on 10/14/2026.

Thank you again for choosing SimpleTexting.

**We're here for you.**

Our customer support team is dedicated to ensuring your SimpleTexting experience is first rate. We're available 7 days a week to answer any questions you may have. Simply reply to this email and we'll make sure you receive a prompt response. 😊

© 2026 SimpleTexting LLC. All rights reserved.

1615 Platte Street, Floor 2 Denver, CO 80202



[Privacy Policy](#) | [Terms & Conditions](#)

**McLennan County Purchasing**  
 214 North 5th Street  
 Waco, TX 76701  
 Phone: 254-757-5016  
 Fax: 254-757-5068

# Purchase Order

Fiscal Year 2026

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20267014-000**

Delivery must be made within  
 doors of specified destination.

**B  
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Accounts Payable  
 McLennan County - Auditors  
 2124 N. 25th Street  
 Waco TX 76708

**V  
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D  
O  
R**

J P MORGAN CHASE BANK NA  
 P O BOX 4475  
 CAROL STREAM IL 60197-4475

**S  
H  
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P  
T  
O**

COUNTY HEALTH SERVICES  
 MCLENNAN COUNTY  
 2124 N. 25  
 WACO TX 76708

Misty McCowan

| Vendor Phone Number |                                                                                                                                                    | Vendor Fax Number | Requisition Number   | Delivery Reference |                            |                |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|--------------------|----------------------------|----------------|
| 888-508-9758        |                                                                                                                                                    |                   |                      |                    |                            |                |
| Date Ordered        | Vendor Number                                                                                                                                      | Date Required     | Freight Method/Terms |                    | Department/Location        |                |
| 09/02/2026          | 100836                                                                                                                                             |                   |                      |                    | County Health Svcs - Admin |                |
| Item#               | Description/Part No.                                                                                                                               |                   | Qty                  | UOM                | Unit Price                 | Extended Price |
|                     | INV# 6252923 ANNUAL BILLING                                                                                                                        |                   |                      |                    |                            |                |
|                     | The Above Purchase Order Number Must Appear On All<br>Correspondence - Packing Sheets And Bills Of Lading<br>Tax Identification Number: 74-6002492 |                   |                      |                    |                            |                |
| 1                   | INV# 6252923                                                                                                                                       |                   | 1.0                  | EACH               | \$234.000                  | \$234.00       |
|                     | ANNUAL BILLING                                                                                                                                     |                   |                      |                    |                            |                |
|                     | 001-30-65-4310-601111-                                                                                                                             |                   |                      |                    |                            | \$234.00       |
|                     | 001-30-65-4310-601111-                                                                                                                             |                   |                      |                    |                            | 234.00         |

By \_\_\_\_\_  
 Director of Purchasing

**VENDOR COPY**

|                  |                 |
|------------------|-----------------|
| Total Ext. Price | \$234.00        |
| Total Discount   |                 |
| Total Credit     |                 |
| Total Freight    |                 |
| <b>PO Total</b>  | <b>\$234.00</b> |



Date 9/2/24  
PO #  
2026 7014

**REQUISITION FOR PURCHASE**  
**COUNTY OF McLENNAN**

From Department of McLennan County Health Services  
Deliver to 001-30-65-4310-60111

Show exact location of delivery and shipping instructions

Date Delivery Required \_\_\_\_\_ Contact Person Brooke Lamb  
Telephone: 254-759-5670

| Item No        | Qty | Unit | Describe fully size, color, catalog # when applicable |  |          | Unit Price           | Total Amount |
|----------------|-----|------|-------------------------------------------------------|--|----------|----------------------|--------------|
|                |     |      |                                                       |  |          |                      |              |
| Department ID: |     |      | Fund:                                                 |  | Account: |                      |              |
| 4310           | 1   |      | Annual Billing                                        |  |          | 001-30-65-4310-60111 | \$234.00     |
| Department ID: |     |      | Fund:                                                 |  | Account: |                      |              |
|                |     |      |                                                       |  |          |                      |              |
| Department ID: |     |      | Fund:                                                 |  | Account: |                      |              |
|                |     |      |                                                       |  |          |                      |              |
| Department ID: |     |      | Fund:                                                 |  | Account: |                      |              |
|                |     |      |                                                       |  |          |                      |              |
| Department ID: |     |      | Fund:                                                 |  | Account: |                      |              |
|                |     |      |                                                       |  |          |                      |              |
| Department ID: |     |      | Fund:                                                 |  | Account: |                      |              |
|                |     |      |                                                       |  |          |                      |              |
| Department ID: |     |      | Fund:                                                 |  | Account: |                      |              |
|                |     |      |                                                       |  |          |                      |              |

|                   |         |       |                                |               |
|-------------------|---------|-------|--------------------------------|---------------|
| Suggested Vendors |         |       | Purchasing Department Use Only |               |
|                   |         |       | Bid Price                      | Delivery Date |
| JP Morgan         |         |       |                                |               |
| Name              | Address | Phone |                                |               |
| Name              | Address | Phone |                                |               |
| Name              | Address | Phone |                                |               |

Heather Stawers  
Department Authorization

Tanner  
Case# 922762

|                                                                                |                     |
|--------------------------------------------------------------------------------|---------------------|
| APPROVED                                                                       |                     |
| TYPE                                                                           | Purchase            |
| CARD TYPE                                                                      | MC                  |
| CARD NUMBER                                                                    |                     |
| EXPIRY DATE                                                                    |                     |
| CARD HOLDER                                                                    |                     |
| ORDER ID                                                                       | d1c562eccbb3        |
| INVOICE #                                                                      |                     |
| REFERENCE #                                                                    |                     |
| AVS CODE                                                                       | I4                  |
| CVV CODE                                                                       |                     |
| AUTH CODE                                                                      |                     |
| DATE/TIME                                                                      | 2026-09-02 09:12:39 |
|                                                                                | -----               |
| AMOUNT                                                                         | \$234.00            |
|                                                                                | -----               |
| APPROVED                                                                       |                     |
| Cardholder will pay card issuer above amount pursuant to Cardholder Agreement. |                     |



PO Box 2012131  
Station A  
Toronto, ON  
M5W 0K5  
CANADA

Customer Service

Tel: (866) 554-0263  
Fax: (604) 713-6699

Indigent Health Care  
824 Washington Avenue  
Waco, TX  
76701

Account: 304273  
SRFax Number: (254) 755-6128  
Invoice: 6252923  
Invoice Date: August 27, 2026  
Purchase Order: 20224849-001  
Account Created: June 27, 2022  
Current Plan: Healthcare Basic Plus 800

**ACCOUNT SUMMARY**

|                         |          |
|-------------------------|----------|
| Balance Brought Forward | \$234.00 |
| Payments Received       | \$0.00   |
| Adjustments             | \$0.00   |

|                     |          |
|---------------------|----------|
| Outstanding Balance | \$234.00 |
|---------------------|----------|

**CURRENT CHARGES**

|                                 |        |
|---------------------------------|--------|
| Services (Details listed below) | \$0.00 |
| Usage Charges                   | \$0.00 |
| Other Charges and Credits       | \$0.00 |

*Heather Travis*

|           |        |
|-----------|--------|
| Subtotal  | \$0.00 |
| Sales Tax | \$0.00 |

|                 |        |
|-----------------|--------|
| Current Charges | \$0.00 |
|-----------------|--------|

|          |                    |
|----------|--------------------|
| Date Due | September 26, 2026 |
|----------|--------------------|

|                  |              |
|------------------|--------------|
| Total Amount Due | USD \$234.00 |
|------------------|--------------|

**Please submit payment for total amount due immediately.**

|                                             |
|---------------------------------------------|
| Your next annual Billing Date is 2027-07-27 |
|---------------------------------------------|

**IMPORTANT:**

Payment due upon receipt. Accounts in arrears will be suspended without further notice.

**FOR CUSTOMER SERVICE**

Call: 1-866-554-0263 E-mail: [billing@srfax.com](mailto:billing@srfax.com)

**STATEMENT ONLY**

304273

Indigent Health Care

| Account Number | Statement Date  | Total Amount Due | Amount Paid |
|----------------|-----------------|------------------|-------------|
| 304273         | August 27, 2026 | USD \$234.00     |             |

**Remit Payment To**

Consensus Cloud Solutions Canada ULC, dba SRFax  
P.O Box Number 2012131  
Station A  
Toronto, Ontario M5W 0K5 Canada

**RECEIVED**

**AUG 31 2026**

**MCLENNAN COUNTY  
INDIGENT HEALTH CARE**

| CURRENT INVOICE DETAILS |  |  |  |
|-------------------------|--|--|--|
|-------------------------|--|--|--|

| USAGE SUMMARY |  |  |  |
|---------------|--|--|--|
|---------------|--|--|--|

|                            | Calls | Pages | Cost   |
|----------------------------|-------|-------|--------|
| (254) 755-6128             | 110   | 269   |        |
| CIHCPFax@co.mclennan.tx.us | 3     | 26    |        |
| Totals:                    | 113   | 295   | \$0.00 |

| USAGE BREAKDOWN |  |  |  |
|-----------------|--|--|--|
|-----------------|--|--|--|

|                | Calls | Pages | Cost   |
|----------------|-------|-------|--------|
| Faxes Received | 110   | 269   | \$0.00 |
| Faxes Sent     | 3     | 26    | \$0.00 |

RECEIVED

4/31/2026

MCLENNAN COUNTY  
INDIGENT HEALTH CARE

McLennan County Purchasing  
214 North 5th Street  
Waco, TX 76701  
Phone: 254-757-5016  
Fax: 254-757-5068

# Purchase Order

Fiscal Year 2026

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20266889-000**

Delivery must be made within  
doors of specified destination.

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Accounts Payable  
McLennan County - Auditors  
2124 N. 25th Street  
Waco TX 76708

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J P MORGAN CHASE BANK NA  
P O BOX 4475  
CAROL STREAM IL 60197-4475

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MAINTENANCE OF BUILDINGS  
MCLENNAN COUNTY  
214 NORTH 5TH STREET  
WACO TX 76701

Misty McCowan

| Vendor Phone Number |                                                                                                                                                    | Vendor Fax Number | Requisition Number   | Delivery Reference |                          |                |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|--------------------|--------------------------|----------------|
| 888-508-9758        |                                                                                                                                                    |                   | 26007267             |                    |                          |                |
| Date Ordered        | Vendor Number                                                                                                                                      | Date Required     | Freight Method/Terms |                    | Department/Location      |                |
| 08/27/2026          | 100836                                                                                                                                             |                   |                      |                    | Maintenance of Buildings |                |
| Item#               | Description/Part No.                                                                                                                               |                   | Qty                  | UOM                | Unit Price               | Extended Price |
|                     | CUSTOM FLAG 3'X 5' MCLENNAN COUNTY                                                                                                                 |                   |                      |                    |                          |                |
|                     | The Above Purchase Order Number Must Appear On All<br>Correspondence - Packing Sheets And Bills Of Lading<br>Tax Identification Number: 74-6002492 |                   |                      |                    |                          |                |
| 1                   | CUSTOM FLAG 3'X 5' MCLENNAN COUNTY<br>001-10-05-0110-501000-                                                                                       |                   | 20.0                 | EACH               | \$130.000                | \$2,600.00     |
|                     |                                                                                                                                                    |                   |                      |                    |                          | \$2,600.00     |
| 2                   | FREIGHT<br>001-10-05-0110-501000-                                                                                                                  |                   | 1.0                  | EACH               | \$125.000                | \$125.00       |
|                     |                                                                                                                                                    |                   |                      |                    |                          | \$125.00       |
|                     |                                                                                                                                                    |                   |                      |                    |                          | 2,725.00       |

Total Ext. Price \$2,725.00  
Total Discount  
Total Credit  
Total Freight

PO Total \$2,725.00

By \_\_\_\_\_  
Director of Purchasing

VENDOR COPY

20246889

**Misty McCowan**

**From:** Accounts Receivable - FlagCo.com <ar@flagco.com>  
**Sent:** Thursday, August 27, 2026 3:04 PM  
**To:** Misty McCowan; Garrett Bowdoin  
**Subject:** Receipt of payment

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

**CAUTION**

This email originated from outside the organization. DO NOT click links or open attachments unless you are expecting them from the sender and know the content is safe.



Receipt from FlagCo

**\$2,725.00**

on 08/27/2026

**Transaction Details**

Transaction Result: Approved

Description: Sale for your County flags. Please reply back with your tax exempt documentation. Thanks!

Amount: \$2,725.00

Payment Method Type: MasterCard

Last 4 Digits: 1234

Cardholder: J. Bowdoin

Auth Code: 085592

Transaction Reference #: 4394183858

214 North 5th Street  
Waco, TX 76701  
Phone: 254-757-5016  
Fax: 254-757-5068

## Fiscal Year 2026

Page 1 of 1

Purchase Order # 20266792-001

B  
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Accounts Payable  
McLennan County - Auditors  
2124 N. 25th Street  
Waco TX 76708

VENDOR

J P MORGAN CHASE BANK NA  
P O BOX 4475  
CAROL STREAM IL 60197-4475

SHIP TO

ROAD & BRIDGE - PRECINCT 1  
MCLENNAN COUNTY  
110 PILGRIM LANE  
LORENA TX 76655

Garett Bowdoin

|                  |                   |
|------------------|-------------------|
| Total Ext. Price | \$1,490.97        |
| Total Discount   |                   |
| Total Credit     |                   |
| Total Freight    |                   |
| <b>PO Total</b>  | <b>\$1,490.97</b> |

**VENDOR COPY**

Page 34 of 431

Name: MCLENNAN COUNTY  
 Address: 214 N 4th St  
 City/St: Waco, TX  
 Zip Code: 76701  
 Phone: 254-757-5156



Tax Exempt Reason: Government Agencies  
 Expiration Date:  
 Tax Exempt Holder:

300 NORTH VALLEY MILLS RD STE  
 WACO, TX 76710  
 254-776-1070

This transaction consists of one or more items identified as exempt from state sales or use tax. By signing below, and under penalties of perjury, signee declares he/she legally has the right to purchase the above items exempt from sales and use tax and these items will be used exclusively in a manner which qualifies for the exemption claimed. Failure to comply with provisions of applicable tax laws and regulations may result in assessment of state and local taxes as well as penalty and interest. The signee affirms that all information provided including name, address, and sales tax exemption number (if required) is true and accurate. I hereby understand and agree that Tractor Supply Co. may use my signature provided hereon for completion of a valid exemption certificate if and when necessary.

\*\*\*\*\*

For our Returns Policy, visit  
[TractorSupply.com/returns](http://TractorSupply.com/returns)

\*\*\*\*\*

Help a neighbor. Review your products.  
[www.tractorsupply.com/reviews](http://www.tractorsupply.com/reviews)

\*\*\*\*\*

We are proud to serve your community  
 Tell us about your visit at  
[TELLTRACTORSUPPLY.COM](http://TELLTRACTORSUPPLY.COM)

\*\*\*\*\*

Enter Survey Code #:  
 0287-01-705033-082526-1207-5  
 SOLD ITEM COUNT = 3



□ T1G333J4XM4C1RPT □

Please call 1-877-718-6750 for Customer Solutions.

\*\*\*\*\*

Sign up now for ads, news, and more at  
[TractorSupply.com](http://TractorSupply.com)  
 Customer Copy

Ticket: 705033  
 Date: 8/25/26  
 Store: 287  
 Cashier: Mickey  
 Time: 12:07 PM  
 Register: 1

| Item                                                         | Qty | Price  | Amount   |
|--------------------------------------------------------------|-----|--------|----------|
| BETTER BUILT BLK RECT TANK 100GAL STEEL 1023371              | 1   | 959.99 | 959.99 E |
| GPI 15GPM 12V FUEL PUMP M-150S-EM 3958105                    | 1   | 449.99 | 404.99 E |
| Buy Better Built Transfer Tank Get 10% Off Fuel Pump (45.00) |     |        |          |

|                                         |   |        |          |
|-----------------------------------------|---|--------|----------|
| GPI AUTO DIESEL FUEL NOZZLE 1IN 3958985 | 1 | 125.99 | 125.99 E |
|-----------------------------------------|---|--------|----------|

Subtotal 1490.97  
 Tax 0.00  
 Total 1490.97

MasterCard - SALE 1490.97  
 \*\*\*\*\*4785 - EMV Chip  
 Authorization #: 092328  
 Terminal ID : 001790287000100  
 Cryptogram : 710970951E4B87C  
 AID : A0000000041010  
 APP : MASTERCARD  
 CVM : NONE / 1E0300  
 TVR : 0000008000 / TSI : E800

Change 0.00  
 I agree to pay the above amount according to my card issuer agreement.

\*\*\*\*\*



## E 6.a(1) (15 pages)

Total Book Value Weighted Average Maturity (Days): 123 Days

EOM Book Value of Investments With Maturity Dates Beyond 11/30/2026: \$39,628,834.79

Pooled Cash Core Investment Amount for 2026 = \$65,000,000.00

## Maturity Date Totals By Year

| 2026             | 2027            | 2028            | 2029   | 2030   | 2031   |
|------------------|-----------------|-----------------|--------|--------|--------|
| \$111,846,338.76 | \$28,508,184.62 | \$11,120,650.17 | \$0.00 | \$0.00 | \$0.00 |

**McLennan County**  
**Investments Detail**  
**8/31/2026**

|                                        |
|----------------------------------------|
| Collateralized Certificates of Deposit |
|----------------------------------------|

End of Month Average Rate of Return: 4.01%

| Description:                                      | Fund:       | Last<br>New/Renew<br>Date: | Maturity<br>Date: | Date<br>Liquidated: | Interest Pays: | Interest<br>Rate: | Previous EOM<br>Book Value: | Int Paid<br>Current<br>Month: | Net<br>Earnings<br>Current<br>Month: | EOM County<br>Principal<br>Balance: | EOM Accrued<br>Interest: | EOM Book<br>Value: | Next Int<br>Pmt Due: |
|---------------------------------------------------|-------------|----------------------------|-------------------|---------------------|----------------|-------------------|-----------------------------|-------------------------------|--------------------------------------|-------------------------------------|--------------------------|--------------------|----------------------|
| First National Bank of<br>Central Texas XXX401    | Pooled Cash |                            |                   | 8/17/2026           |                | 0.00%             | \$4,599,988.73              | \$45,354.43                   | \$7,817.33                           | \$0.00                              | \$0.00                   | \$0.00             |                      |
| Central National XXX9460                          | Pooled Cash | 11/8/2025                  | 11/8/2026         |                     | Quarterly      | 3.60%             | \$10,294,751.81             | \$92,646.72                   | \$31,428.08                          | \$10,302,808.04                     | \$23,371.85              | \$10,326,179.89    | 11/8/2026            |
| The First National Bank of<br>McGregor XXXX-XX539 | Pooled Cash | 11/13/2024                 | 11/13/2026        |                     | Quarterly      | 4.40%             | \$5,990,364.07              | \$65,808.88                   | \$22,317.53                          | \$5,999,663.15                      | \$13,018.45              | \$6,012,681.60     | 11/13/2026           |
| The First National Bank of<br>McGregor XXXX-XX863 | Pooled Cash | 1/6/2026                   | 1/6/2027          |                     | Quarterly      | 3.60%             | \$2,500,508.99              | \$0.00                        | \$7,626.59                           | \$2,494,358.52                      | \$13,777.06              | \$2,508,135.58     | 10/6/2026            |
| Central National XXX0025                          | Pooled Cash | 5/19/2023                  | 5/19/2027         |                     | Quarterly      | 4.70%             | \$5,807,203.91              | \$68,154.82                   | \$23,070.52                          | \$5,821,279.36                      | \$8,995.07               | \$5,830,274.43     | 11/19/2026           |
| Alliance Bank XXX975                              | Pooled Cash | 7/11/2025                  | 7/11/2027         |                     | Quarterly      | 4.20%             | \$5,998,565.14              | \$0.00                        | \$21,348.49                          | \$5,984,791.92                      | \$35,121.71              | \$6,019,913.63     | 10/11/2026           |
| Extraco Bank XXXX7742                             | Pooled Cash | 4/1/2026                   | 10/1/2027         |                     | Quarterly      | 3.72%             | \$4,049,441.65              | \$0.00                        | \$12,755.02                          | \$4,037,098.08                      | \$25,098.58              | \$4,062,196.66     | 10/1/2026            |
| The First National Bank of<br>McGregor XXXX-X6909 | Pooled Cash | 4/14/2026                  | 4/14/2028         |                     | Quarterly      | 3.80%             | \$6,104,443.34              | \$0.00                        | \$19,666.66                          | \$6,093,658.40                      | \$30,451.60              | \$6,124,110.00     | 10/14/2026           |
| End of Month Subtotal:                            |             |                            |                   |                     |                |                   | \$45,345,267.64             | \$271,964.85                  | \$146,030.21                         | \$40,733,657.47                     | \$149,834.32             | \$40,883,491.79    |                      |

**McLennan County**  
**Investments Detail**  
**8/31/2026**

**US Government Agencies and Treasuries**

End of Month Average Rate of Return: 4.03%

| Description                                        | Fund:       | Date Settled               | Maturity Date: | Date Liquidated: | Rate of Return: | Par:                   | EOM County Principal Balance: | Earnings Paid Current Month: | EOM Accrued Interest: | EOM Prem_Disc Accrued: | EOM Book Value:        | Next Int Payment Due: |
|----------------------------------------------------|-------------|----------------------------|----------------|------------------|-----------------|------------------------|-------------------------------|------------------------------|-----------------------|------------------------|------------------------|-----------------------|
| United States Treasury 91282CFU0                   | Pooled Cash | 3/18/2024                  | 10/31/2027     |                  | 4.44%           | \$5,000,000.00         | \$4,948,437.50                | \$0.00                       | \$68,936.82           | \$34,947.05            | \$5,052,321.37         | 10/31/2026            |
| Next Int Payment Amount: \$103,125.00              |             | Next Call Date: 10/31/2027 |                |                  |                 |                        |                               |                              |                       |                        |                        |                       |
| Comments: Interest Pays April and October          |             |                            |                |                  |                 |                        |                               |                              |                       |                        |                        |                       |
| United States Treasury 91282CPL9                   | Pooled Cash | 8/19/2026                  | 11/30/2027     |                  | 4.10%           | \$5,000,000.00         | \$4,991,768.06                | \$0.00                       | \$42,418.04           | \$1,156.85             | \$5,035,342.95         | 11/30/2026            |
| Next Int Payment Amount: \$84,375.00               |             | Next Call Date: 11/30/2027 |                |                  |                 |                        |                               |                              |                       |                        |                        |                       |
| Comments: Interest Pays May and December           |             |                            |                |                  |                 |                        |                               |                              |                       |                        |                        |                       |
| United States Treasury 9128285M8                   | Pooled Cash | 10/1/2025                  | 11/15/2028     |                  | 3.60%           | \$5,000,000.00         | \$4,930,273.44                | \$0.00                       | \$45,855.98           | \$20,410.75            | \$4,996,540.17         | 11/15/2026            |
| Next Int Payment Amount: \$78,125.00               |             | Next Call Date: 11/15/2028 |                |                  |                 |                        |                               |                              |                       |                        |                        |                       |
| Comments: Interest Pays May 15th and November 15th |             |                            |                |                  |                 |                        |                               |                              |                       |                        |                        |                       |
| <b>End of Month Subtotal:</b>                      |             |                            |                |                  |                 | <b>\$15,000,000.00</b> | <b>\$14,870,479.00</b>        | <b>\$0.00</b>                | <b>\$157,210.84</b>   | <b>\$56,514.66</b>     | <b>\$15,084,204.49</b> |                       |

**Investment Pools, Money Market Mutual Funds, & Collateralized Savings Accounts**

End of Month Average Rate of Return: 3.69%

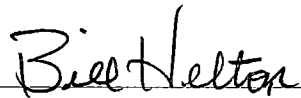
| Description:                      | Account Type:                      | Fund:                   | Date Liquidated: | Interest Rate: | Average Monthly Balance: | BOM Principal Balance: | Monthly Interest Paid: | Deposits: | Withdrawals: | EOM County Principal Balance: |
|-----------------------------------|------------------------------------|-------------------------|------------------|----------------|--------------------------|------------------------|------------------------|-----------|--------------|-------------------------------|
| TexPool Acct# 449-XXXXXXX5        | Investment Pool (US Govt/Agencies) | 2018 Venue Construction |                  | 3.65%          | \$417,429.89             | \$417,387.84           | \$1,303.63             | \$0.00    | \$0.00       | \$418,691.47                  |
| Texas Class Acct# XX-XX-XXXX-0003 | Investment Pool (Commercial Paper) | 2019 COB                |                  | 3.83%          | \$20,640.26              | \$20,604.87            | \$67.19                | \$0.00    | \$0.00       | \$20,672.06                   |
| TexPool Acct# XXXXXX0010          | Investment Pool (Commercial Paper) | 2021 ARP                |                  | 3.81%          | \$4,166,977.75           | \$4,166,541.30         | \$13,530.05            | \$0.00    | \$0.00       | \$4,180,071.35                |
| Texas Class Acct# XX-XX-XXXX-0005 | Investment Pool (Commercial Paper) | 2021 ARP                |                  | 3.83%          | \$713,443.64             | \$712,220.17           | \$2,323.06             | \$0.00    | \$0.00       | \$714,543.23                  |
| Texas Class Acct# XX-XX-XXXX-0004 | Investment Pool (Commercial Paper) | 2021 GOB                |                  | 3.83%          | \$477,568.87             | \$736,133.85           | \$1,553.24             | \$0.00    | \$536,506.77 | \$201,180.32                  |
| TexPool Acct# XXXXXX0011          | Investment Pool (Commercial Paper) | 2022 GOB                |                  | 3.81%          | \$1,237,386.86           | \$1,318,765.32         | \$4,017.39             | \$0.00    | \$168,449.98 | \$1,154,332.73                |

**McLennan County  
Investments Detail  
8/31/2026**

|                                   |                                    |             |       |                         |                         |                     |                        |                        |                        |
|-----------------------------------|------------------------------------|-------------|-------|-------------------------|-------------------------|---------------------|------------------------|------------------------|------------------------|
| TexPool Acct# XXXXX0012           | Investment Pool (Commercial Paper) | 2023 GOB    | 3.81% | \$17,644,974.26         | \$18,528,796.52         | \$57,288.61         | \$0.00                 | \$1,830,385.25         | \$16,755,699.88        |
| Texas Class Acct# XX-XX-XXXX-0006 | Investment Pool (Commercial Paper) | 2025 GOB    | 3.83% | \$15,418,735.66         | \$15,392,294.20         | \$50,205.79         | \$0.00                 | \$0.00                 | \$15,442,499.99        |
| TexPool Acct# XXXXX0013           | Investment Pool (Commercial Paper) | 2025 GOB    | 3.81% | \$15,218,723.17         | \$15,217,129.15         | \$49,414.72         | \$0.00                 | \$0.00                 | \$15,266,543.87        |
| Texas Class Acct# XX-XX-XXXX-0001 | Investment Pool (Commercial Paper) | Pooled Cash | 3.83% | \$16,467,962.85         | \$20,566,656.25         | \$53,605.29         | \$0.00                 | \$8,000,000.00         | \$12,620,261.54        |
| Alliance Bank Acct# XXXX560       | Collateralized MM Savings Account  | Pooled Cash | 3.81% | \$9,817,902.48          | \$9,817,902.48          | \$31,268.51         | \$0.00                 | \$0.00                 | \$9,849,170.99         |
| PNC Acct# XXXXX2534               | Collateralized Sweep Account       | Pooled Cash | 2.07% | \$7,219,681.60          | \$6,825,583.77          | \$12,590.61         | \$14,487,595.78        | \$14,995,729.79        | \$6,330,040.37         |
| TexPool Acct# SXXXXXXXXXX1        | Investment Pool (Commercial Paper) | Pooled Cash | 3.81% | \$12,992,981.72         | \$12,991,620.82         | \$42,187.79         | \$0.00                 | \$0.00                 | \$13,033,808.61        |
| <b>End of Month Subtotal:</b>     |                                    |             |       | <b>\$101,814,409.01</b> | <b>\$106,711,636.54</b> | <b>\$319,355.88</b> | <b>\$14,487,595.78</b> | <b>\$25,531,071.79</b> | <b>\$95,987,516.41</b> |

**Collateralized Demand Deposit Accounts**

| Description:                  | Fund        | Monthly Interest Paid: | Previous EOM Balance: | Deposits:       | Checks Issued: | ACH/Wire Withdrawals: | Voids:      | EOM County Principal Balance: | Outstanding Checks | EOM Adjustment | Ending Bank Statement Bal |
|-------------------------------|-------------|------------------------|-----------------------|-----------------|----------------|-----------------------|-------------|-------------------------------|--------------------|----------------|---------------------------|
| PNC XXXXX3727                 | Pooled Cash | \$0.00                 | (\$105,120.15)        | \$38,340,837.24 | \$7,900,255.05 | \$30,827,530.22       | \$12,029.04 | (\$480,039.14)                | \$517,660.14       | \$0.00         | \$37,621.00               |
| <b>End of Month Subtotal:</b> |             | <b>\$0.00</b>          |                       |                 |                |                       |             | <b>(\$480,039.14)</b>         |                    |                |                           |



**McLennan County Investment Officer**  
Per Government Code 2256.023(b)(3)

**Total Book Value Effective 8/31/2026      \$151,475,173.55**

**McLennan County  
Cash Transaction Summary  
8/31/2026**

|           |                   | Total Investments: | Pooled Cash DDA: |
|-----------|-------------------|--------------------|------------------|
| 7/31/2026 | Beginning Balance | \$161,967,005.37   | (\$105,120.15)   |

**Revenue/Deposits**

|                                   |                |                 |
|-----------------------------------|----------------|-----------------|
| August 2026 Investment Income     | \$542,601.18   | \$0.00          |
| August 2026 NonInvestment Revenue | \$8,201,959.39 | \$38,340,837.24 |

**Disbursements**

**Checks Issued**

| Transaction<br>Date: | Check Range       | Type:   | Amount:        |
|----------------------|-------------------|---------|----------------|
| 8/4/2026             | 509075 - 509595   | Payroll | \$3,412,172.69 |
| 8/5/2026             | 509596 - 509596   | Payroll | \$50,396.30    |
| 8/7/2026             | 509597 - 509601   | Payroll | \$87,797.41    |
| 8/10/2026            | 509602 - 5014220  | Payroll | \$79,648.67    |
| 8/18/2026            | 509653 - 510200   | Payroll | \$3,843,276.88 |
| 8/21/2026            | 510201 - 510208   | Payroll | \$106,402.38   |
| 8/24/2026            | 510209 - 510271   | Payroll | \$319,170.90   |
| 8/28/2026            | 5014222 - 5014222 | Payroll | \$1,389.82     |

|                |                |                |
|----------------|----------------|----------------|
| Checks Issued: | \$7,900,255.05 | \$7,900,255.05 |
|----------------|----------------|----------------|

**ACH/Wire Disbursements**

| Transaction<br>Date: | Purpose:                                     | Amount:        | DDA Only:                           |
|----------------------|----------------------------------------------|----------------|-------------------------------------|
| 8/3/2026             | Transfer to Sweep Account                    | \$13,425.15    | <input checked="" type="checkbox"/> |
| 8/4/2026             | ACH Accounts Payable                         | \$124,797.00   | <input type="checkbox"/>            |
| 8/5/2026             | Vendor Payment: Employee or Retiree Benefits | \$4,893.56     | <input type="checkbox"/>            |
| 8/5/2026             | Transfer to Sweep Account                    | \$142,195.43   | <input checked="" type="checkbox"/> |
| 8/6/2026             | Vendor Payment: Employee or Retiree Benefits | \$71,828.83    | <input type="checkbox"/>            |
| 8/6/2026             | Vendor Payment: Employee or Retiree Benefits | \$30,632.44    | <input type="checkbox"/>            |
| 8/6/2026             | Vendor Payment: Employee or Retiree Benefits | \$3,607.47     | <input type="checkbox"/>            |
| 8/6/2026             | Jury Debit Card Holding Account              | \$522.00       | <input type="checkbox"/>            |
| 8/7/2026             | IRS 941 Tax Payment                          | \$355.10       | <input type="checkbox"/>            |
| 8/7/2026             | IRS 941 Tax Payment                          | \$754,641.84   | <input type="checkbox"/>            |
| 8/7/2026             | ACH Payroll                                  | \$1,246.77     | <input type="checkbox"/>            |
| 8/7/2026             | ACH Payroll                                  | \$2,270,178.09 | <input type="checkbox"/>            |
| 8/7/2026             | Vendor Payment: Employee or Retiree Benefits | \$204,366.30   | <input type="checkbox"/>            |
| 8/7/2026             | Transfer to Sweep Account                    | \$1,162,650.09 | <input checked="" type="checkbox"/> |
| 8/7/2026             | Jury Debit Card Holding Account              | \$10,818.00    | <input type="checkbox"/>            |
| 8/10/2026            | Child Support                                | \$8,948.52     | <input type="checkbox"/>            |
| 8/13/2026            | Vendor Payment: Employee or Retiree Benefits | \$3,550.78     | <input type="checkbox"/>            |
| 8/14/2026            | TDCJ: Adult Probation Employee Benefits      | \$11,197.50    | <input type="checkbox"/>            |
| 8/14/2026            | Returned Item Regular Receipts               | \$1,000.00     | <input type="checkbox"/>            |
| 8/14/2026            | Vendor Payment: Employee or Retiree Benefits | \$109,711.63   | <input type="checkbox"/>            |
| 8/14/2026            | Transfer to Sweep Account                    | \$3,055,396.78 | <input checked="" type="checkbox"/> |
| 8/14/2026            | Texas State Comptroller: Sales and Use Tax   | \$1,169.34     | <input type="checkbox"/>            |
| 8/17/2026            | Employee Retirement                          | \$1,419,225.06 | <input type="checkbox"/>            |
| 8/17/2026            | Transfer to Sweep Account                    | \$6,292,023.45 | <input checked="" type="checkbox"/> |
| 8/18/2026            | ACH Accounts Payable                         | \$139,362.41   | <input type="checkbox"/>            |

**McLennan County**  
**Cash Transaction Summary**  
**8/31/2026**

|                                                        |                | Total Investments:       | Pooled Cash DDA:                    |
|--------------------------------------------------------|----------------|--------------------------|-------------------------------------|
| 8/18/2026 Vendor Payment: Employee or Retiree Benefits | \$2,746.94     |                          | <input type="checkbox"/>            |
| 8/19/2026 Transfer to Investment                       | \$4,991,768.06 |                          | <input checked="" type="checkbox"/> |
| 8/19/2026 WMCEDC                                       | \$64,702.10    |                          | <input type="checkbox"/>            |
| 8/19/2026 WMCEDC                                       | \$500,000.00   |                          | <input type="checkbox"/>            |
| 8/20/2026 Vendor Payment: Employee or Retiree Benefits | \$30,512.44    |                          | <input type="checkbox"/>            |
| 8/20/2026 Vendor Payment: Employee or Retiree Benefits | \$70,808.75    |                          | <input type="checkbox"/>            |
| 8/20/2026 Jury Debit Card Holding Account              | \$522.00       |                          | <input type="checkbox"/>            |
| 8/21/2026 IRS 941 Tax Payment                          | \$754,354.00   |                          | <input type="checkbox"/>            |
| 8/21/2026 ACH Payroll                                  | \$2,258,012.72 |                          | <input type="checkbox"/>            |
| 8/21/2026 ACH Accounts Payable                         | \$65,923.59    |                          | <input type="checkbox"/>            |
| 8/21/2026 Vendor Payment: Employee or Retiree Benefits | \$926.98       |                          | <input type="checkbox"/>            |
| 8/21/2026 Vendor Payment: Employee or Retiree Benefits | \$277,957.38   |                          | <input type="checkbox"/>            |
| 8/24/2026 Child Support                                | \$8,948.52     |                          | <input type="checkbox"/>            |
| 8/24/2026 Refund Retiree Overpayment                   | \$959.32       |                          | <input type="checkbox"/>            |
| 8/25/2026 Transfer: Employee Health Insurance Trust    | \$24,959.84    |                          | <input type="checkbox"/>            |
| 8/25/2026 Vendor Payment: Employee or Retiree Benefits | \$2,349.59     |                          | <input type="checkbox"/>            |
| 8/25/2026 Transfer to Sweep Account                    | \$3,683,595.87 |                          | <input checked="" type="checkbox"/> |
| 8/25/2026 Jury Debit Card Holding Account              | \$4,870.00     |                          | <input type="checkbox"/>            |
| 8/26/2026 Returned Item Regular Receipts               | \$1,796.78     |                          | <input type="checkbox"/>            |
| 8/27/2026 Transfer: Employee Health Insurance Trust    | \$1,156,705.00 |                          | <input type="checkbox"/>            |
| 8/27/2026 US Bank: Bureau of Prisons Inmate Housing    | \$8,932.01     |                          | <input type="checkbox"/>            |
| 8/27/2026 US Bank: Bureau of Prisons Inmate Housing    | \$7,162.46     |                          | <input type="checkbox"/>            |
| 8/27/2026 US Bank: Waco ICE Inmate Housing             | \$4,384.71     |                          | <input type="checkbox"/>            |
| 8/27/2026 US Bank: Waco ICE Inmate Housing             | \$5,712.00     |                          | <input type="checkbox"/>            |
| 8/27/2026 US Bank: USMS Inmate Housing                 | \$728,896.00   |                          | <input type="checkbox"/>            |
| 8/27/2026 Transfer to County Clerk Trust Account       | \$1,200.00     |                          | <input type="checkbox"/>            |
| 8/28/2026 IRS 941 Tax Payment                          | \$466.40       |                          | <input type="checkbox"/>            |
| 8/28/2026 Vendor Payment: Employee or Retiree Benefits | \$181,676.75   |                          | <input type="checkbox"/>            |
| 8/28/2026 Vendor Payment: Employee or Retiree Benefits | \$9,877.09     |                          | <input type="checkbox"/>            |
| 8/28/2026 Vendor Payment: Employee or Retiree Benefits | \$750.37       |                          | <input type="checkbox"/>            |
| 8/28/2026 Transfer to Sweep Account                    | \$138,309.01   |                          | <input checked="" type="checkbox"/> |
| ACH/Wire Disbursements:                                |                | \$11,348,166.38          | \$30,827,530.22                     |
| Voided Checks:                                         |                | \$12,029.04              | \$12,029.04                         |
| Disbursement Total:                                    |                | \$19,236,392.39          | \$38,715,756.23                     |
| <b>Ending Balances</b>                                 |                |                          |                                     |
| EOM Balance 8/31/2026                                  |                | <u>\$151,475,173.55</u>  | <u>(\$480,039.14)</u>               |
| Outstanding Checks:                                    |                |                          | \$517,660.14                        |
| Depository Adjustments:                                |                |                          | \$0.00                              |
| Bank Balance:                                          |                |                          | <u>\$37,621.00</u>                  |
| EOM Balance 8/31/2025                                  |                | <u>\$205,542,793.46</u>  |                                     |
| Annual Decrease in EOM Balance                         |                | <u>(\$54,067,619.91)</u> |                                     |

# Fiscal Year-to-Date Investment Summary and Prior Year Histories

8/31/2026

| Description                                         | Fund:                   | Date Liquidated: | Maturity Date | Current Rate of Return: | Investment Type      | Current Month Earnings Paid: | Fiscal Year-to-Date Earnings Paid | Fiscal Year-to-Date Earnings Accrued: | EOM Book Value        |
|-----------------------------------------------------|-------------------------|------------------|---------------|-------------------------|----------------------|------------------------------|-----------------------------------|---------------------------------------|-----------------------|
| <b>2018 Venue</b>                                   |                         |                  |               |                         |                      |                              |                                   |                                       |                       |
| Texas Class Inv. Pool (Agencies) XX-XX-XXXX-4002    | 2018 Venue Construction | 3/6/2026         |               |                         | Inv. Pool (Agencies) |                              | \$6.04                            | \$6.04                                | \$0.00                |
| TexPool Inv. Pool (Agencies) 449-XXXXXXXXX5         | 2018 Venue Construction |                  |               | 3.6484%                 | Inv. Pool (Agencies) | \$1,303.63                   | \$34,357.62                       | \$34,357.62                           | \$418,691.47          |
| Subtotals:                                          |                         |                  |               |                         |                      | <b>\$1,303.63</b>            | <b>\$34,363.66</b>                | <b>\$34,363.66</b>                    |                       |
| EOM 2018 Venue Balance                              |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$418,691.47</b>   |
| Interest Paid Over Life of 2018 Venue               |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$1,621,356.50</b> |
| Interest Paid and Accrued Over Life of 2018 Venue   |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$1,621,356.50</b> |
| <b>2019 Certificate of Obligation Bond Proceeds</b> |                         |                  |               |                         |                      |                              |                                   |                                       |                       |
| Texas Class Inv. Pool (Agencies) XX-XX-XXXX-4003    | 2019 COB                | 3/6/2026         |               |                         | Inv. Pool (Agencies) |                              | \$1,226.54                        | \$1,226.54                            | \$0.00                |
| Texas Class Inv. Pool (Comml) XX-XX-XXXX-0003       | 2019 COB                |                  |               | 3.8344%                 | Inv. Pool (Comml)    | \$67.19                      | \$29,765.77                       | \$29,765.77                           | \$20,672.06           |
| Subtotals:                                          |                         |                  |               |                         |                      | <b>\$67.19</b>               | <b>\$30,992.31</b>                | <b>\$30,992.31</b>                    |                       |
| EOM 2019 COB Balance                                |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$20,672.06</b>    |
| Interest Paid Over Life of 2019 COB                 |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$1,617,877.35</b> |
| Interest Paid and Accrued Over Life of 2019 COB     |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$1,601,857.22</b> |
| <b>2020 Bond Proceeds Zoo</b>                       |                         |                  |               |                         |                      |                              |                                   |                                       |                       |
| TexPool Inv. Pool (Comml) XXXXXX0007                | 2020 GOB Zoo            | 11/6/2025        |               |                         | Inv. Pool (Comml)    |                              | \$508.88                          | \$508.88                              | \$0.00                |
| Subtotals:                                          |                         |                  |               |                         |                      | <b>\$508.88</b>              | <b>\$508.88</b>                   | <b>\$508.88</b>                       |                       |
| EOM 2020 GOB Zoo Balance                            |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$0.00</b>         |
| Interest Paid Over Life of 2020 GOB Zoo             |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$932,958.25</b>   |
| Interest Paid and Accrued Over Life of 2020 GOB Zoo |                         |                  |               |                         |                      |                              |                                   |                                       | <b>\$932,958.25</b>   |
| <b>2021 American Rescue Plan</b>                    |                         |                  |               |                         |                      |                              |                                   |                                       |                       |
| TexPool Inv. Pool (Comml) XXXXXX0010                | 2021 ARP                |                  |               | 3.8052%                 | Inv. Pool (Comml)    | \$13,530.05                  | \$159,426.86                      | \$159,426.86                          | \$4,180,071.35        |
| Texas Class Inv. Pool (Comml) XX-XX-XXXX-0005       | 2021 ARP                |                  |               | 3.8344%                 | Inv. Pool (Comml)    | \$2,323.06                   | \$46,589.13                       | \$46,589.13                           | \$714,543.23          |

| Description                                      | Fund:    | Date Liquidated: | Maturity Date | Current Rate of Return: | Investment Type   | Current Month Earnings Paid: | Fiscal Year-to-Date Earnings Paid               | Fiscal Year-to-Date Earnings Accrued: | EOM Book Value  |
|--------------------------------------------------|----------|------------------|---------------|-------------------------|-------------------|------------------------------|-------------------------------------------------|---------------------------------------|-----------------|
| Subtotals:                                       |          |                  |               |                         |                   | \$15,853.11                  | \$206,015.99                                    | \$206,015.99                          |                 |
|                                                  |          |                  |               |                         |                   |                              | EOM 2021 ARP Balance                            |                                       | \$4,894,614.58  |
|                                                  |          |                  |               |                         |                   |                              | Interest Paid Over Life of 2021 ARP             |                                       | \$4,467,301.01  |
|                                                  |          |                  |               |                         |                   |                              | Interest Paid and Accrued Over Life of 2021 ARP |                                       | \$4,467,301.01  |
| 2021 General Obligation Bond Proceeds            |          |                  |               |                         |                   |                              |                                                 |                                       |                 |
| Texas Class Inv. Pool (Comml)<br>XX-XX-XXXX-0004 | 2021 GOB |                  |               | 3.8344%                 | Inv. Pool (Comml) | \$1,553.24                   | \$36,485.78                                     | \$36,485.78                           | \$201,180.32    |
| Subtotals:                                       |          |                  |               |                         |                   | \$1,553.24                   | \$36,485.78                                     | \$36,485.78                           |                 |
|                                                  |          |                  |               |                         |                   |                              | EOM 2021 GOB Balance                            |                                       | \$201,180.32    |
|                                                  |          |                  |               |                         |                   |                              | Interest Paid Over Life of 2021 GOB             |                                       | \$1,608,974.42  |
|                                                  |          |                  |               |                         |                   |                              | Interest Paid and Accrued Over Life of 2021 GOB |                                       | \$1,608,974.42  |
| 2022 General Obligation Bond Proceeds            |          |                  |               |                         |                   |                              |                                                 |                                       |                 |
| TexPool Inv. Pool (Comml)<br>XXXXXX0011          | 2022 GOB |                  |               | 3.8052%                 | Inv. Pool (Comml) | \$4,017.39                   | \$335,100.06                                    | \$335,100.06                          | \$1,154,332.73  |
| Subtotals:                                       |          |                  |               |                         |                   | \$4,017.39                   | \$335,100.06                                    | \$335,100.06                          |                 |
|                                                  |          |                  |               |                         |                   |                              | EOM 2022 GOB Balance                            |                                       | \$1,154,332.73  |
|                                                  |          |                  |               |                         |                   |                              | Interest Paid Over Life of 2022 GOB             |                                       | \$2,723,851.17  |
|                                                  |          |                  |               |                         |                   |                              | Interest Paid and Accrued Over Life of 2022 GOB |                                       | \$2,723,851.17  |
| 2023 General Obligation Bond Proceeds            |          |                  |               |                         |                   |                              |                                                 |                                       |                 |
| TexPool Inv. Pool (Comml)<br>XXXXXX0012          | 2023 GOB |                  |               | 3.8052%                 | Inv. Pool (Comml) | \$57,288.61                  | \$770,933.79                                    | \$770,933.79                          | \$16,755,699.88 |
| Subtotals:                                       |          |                  |               |                         |                   | \$57,288.61                  | \$770,933.79                                    | \$770,933.79                          |                 |
|                                                  |          |                  |               |                         |                   |                              | EOM 2023 GOB Balance                            |                                       | \$16,755,699.88 |
|                                                  |          |                  |               |                         |                   |                              | Interest Paid Over Life of 2023 GOB             |                                       | \$2,923,855.09  |
|                                                  |          |                  |               |                         |                   |                              | Interest Paid and Accrued Over Life of 2023 GOB |                                       | \$2,923,855.09  |
| 2025 General Obligation Bond Proceeds            |          |                  |               |                         |                   |                              |                                                 |                                       |                 |
| TexPool Inv. Pool (Comml)<br>XXXXXX0013          | 2025 GOB |                  |               | 3.8052%                 | Inv. Pool (Comml) | \$49,414.72                  | \$541,174.48                                    | \$541,174.48                          | \$15,266,543.87 |
| Texas Class Inv. Pool (Comml)<br>XX-XX-XXXX-0006 | 2025 GOB |                  |               | 3.8344%                 | Inv. Pool (Comml) | \$50,205.79                  | \$545,169.77                                    | \$545,169.77                          | \$15,442,499.99 |

| Description                                                | Fund:       | Date Liquidated: | Maturity Date | Current Rate of Return: | Investment Type   | Current Month Earnings Paid: | Fiscal Year-to-Date Earnings Paid | Fiscal Year-to-Date Earnings Accrued: | EOM Book Value  |
|------------------------------------------------------------|-------------|------------------|---------------|-------------------------|-------------------|------------------------------|-----------------------------------|---------------------------------------|-----------------|
| Subtotals:                                                 |             |                  |               |                         |                   | \$99,620.51                  | \$1,086,344.25                    | \$1,086,344.25                        |                 |
| EOM 2025 GOB Balance                                       |             |                  |               |                         |                   |                              |                                   |                                       | \$30,709,043.86 |
| Interest Paid Over Life of 2025 GOB                        |             |                  |               |                         |                   |                              |                                   |                                       | \$1,288,417.85  |
| Interest Paid and Accrued Over Life of 2025 GOB            |             |                  |               |                         |                   |                              |                                   |                                       | \$1,288,417.85  |
| Pooled Cash                                                |             |                  |               |                         |                   |                              |                                   |                                       |                 |
| The First National Bank of McGregor CD XXXXX-X6909         | Pooled Cash |                  | 4 /14/2028    | 3.8000%                 | CD                | \$0.00                       | \$57,189.34                       | \$87,640.94                           | \$6,124,110.00  |
| Extraco Bank CD XXXX7742                                   | Pooled Cash |                  | 10/1 /2027    | 3.7200%                 | CD                | \$0.00                       | \$37,098.08                       | \$62,196.66                           | \$4,062,196.66  |
| Alliance Bank CD XXX975                                    | Pooled Cash |                  | 7 /11/2027    | 4.2000%                 | CD                | \$0.00                       | \$244,898.98                      | \$226,521.74                          | \$6,019,913.63  |
| Central National CD XXX0025                                | Pooled Cash |                  | 5 /19/2027    | 4.7000%                 | CD                | \$68,154.82                  | \$265,747.88                      | \$244,697.42                          | \$5,830,274.43  |
| The First National Bank of McGregor CD XXXXX-XX863         | Pooled Cash |                  | 1 /6 /2027    | 3.6000%                 | CD                | \$0.00                       | \$96,206.00                       | \$85,686.16                           | \$2,508,135.58  |
| The First National Bank of McGregor CD XXXXX-XX539         | Pooled Cash |                  | 11/13/2026    | 4.4000%                 | CD                | \$65,808.88                  | \$256,882.00                      | \$236,670.98                          | \$6,012,681.60  |
| Central National CD XXX9460                                | Pooled Cash |                  | 11/8 /2026    | 3.6000%                 | CD                | \$92,646.72                  | \$377,578.61                      | \$340,420.16                          | \$10,326,179.89 |
| First National Bank of Central Texas CD XXX401             | Pooled Cash | 8/17/2026        |               | 0.0000%                 | CD                | \$45,354.43                  | \$175,893.64                      | \$154,110.49                          | \$0.00          |
| The First National Bank of McGregor CD XXXXX-XX818         | Pooled Cash | 4/14/2026        |               |                         | CD                |                              | \$190,734.62                      | \$137,017.93                          | \$0.00          |
| PNC Bank DDA XXXXXX3727                                    | Pooled Cash |                  |               |                         | DDA               | \$0.00                       | \$0.00                            | \$0.00                                | (\$480,039.14)  |
| TexPool Inv. Pool (Comml) SXXXXXXXXXX1                     | Pooled Cash |                  |               | 3.8052%                 | Inv. Pool (Comml) | \$42,187.79                  | \$654,722.13                      | \$654,722.13                          | \$13,033,808.61 |
| Texas Class Inv. Pool (Comml) XX-XX-XXXX-0001              | Pooled Cash |                  |               | 3.8344%                 | Inv. Pool (Comml) | \$53,605.29                  | \$570,565.84                      | \$570,565.84                          | \$12,620,261.54 |
| Alliance Bank Savings XXXX560                              | Pooled Cash |                  |               | 3.8100%                 | Savings           | \$31,268.51                  | \$336,856.39                      | \$336,856.39                          | \$9,849,170.99  |
| PNC Bank Sweep XXXXXX2534                                  | Pooled Cash |                  |               | 2.0700%                 | Sweep             | \$12,590.61                  | \$161,350.12                      | \$161,350.12                          | \$6,330,040.37  |
| Federal Home Loan Mortgage Corporation US Agency XXXXXXUZ5 | Pooled Cash | 12/15/2025       |               |                         | US Agency         |                              | \$52,500.00                       | \$21,923.08                           | \$0.00          |
| United States Treasury US Treasury XXXXX85M8               | Pooled Cash |                  | 11/15/2028    | 3.6000%                 | US Treasury       | \$0.00                       | \$97,231.66                       | \$163,498.39                          | \$4,996,540.17  |
| United States Treasury US Treasury XXXXXCPL9               | Pooled Cash |                  | 11/30/2027    | 4.1020%                 | US Treasury       | \$0.00                       | \$0.00                            | \$43,574.89                           | \$5,035,342.95  |
| United States Treasury US Treasury XXXXXCFU0               | Pooled Cash |                  | 10/31/2027    | 4.4350%                 | US Treasury       | \$0.00                       | \$206,250.00                      | \$202,502.28                          | \$5,052,321.37  |
| United States Treasury US Treasury XXXXXCHH7               | Pooled Cash | 6/15/2026        |               |                         | US Treasury       |                              | \$221,093.75                      | \$150,344.71                          | \$0.00          |
| United States Treasury US Treasury XXXXXCKH3               | Pooled Cash | 3/31/2026        |               |                         | US Treasury       |                              | \$92,031.25                       | \$90,596.27                           | \$0.00          |



| Description                          | Fund: | Date Liquidated: | Maturity Date | Current Rate of Return: | Investment Type | Current Month Earnings Paid: | Fiscal Year-to-Date Earnings Paid | Fiscal Year-to-Date Earnings Accrued: | EOM Book Value   |
|--------------------------------------|-------|------------------|---------------|-------------------------|-----------------|------------------------------|-----------------------------------|---------------------------------------|------------------|
| Subtotals:                           |       |                  |               |                         |                 | \$411,617.05                 | \$4,094,830.29                    | \$3,970,896.58                        |                  |
|                                      |       |                  |               |                         |                 |                              | EOM Pooled Cash Balance           | \$97,320,938.65                       |                  |
| End of Month Total, All Investments: |       |                  |               |                         |                 | \$591,320.73                 | \$6,595,575.01                    | \$6,471,641.30                        | \$151,475,173.55 |
| 8/31/2025 Total, All Investments     |       |                  |               |                         |                 | \$815,469.62                 | \$8,984,582.10                    | \$8,174,114.15                        | \$205,542,793.46 |
| 8/31/2024 Total, All Investments     |       |                  |               |                         |                 | \$1,564,971.49               | \$9,281,803.52                    | \$10,368,805.47                       | \$210,098,880.75 |

Market Value Source: PNC Bank

**Change in Book Value and Market Value  
Between 7/31/2026 and 8/31/2026**

|                                                | 7/31/2026                |                            | 8/31/2026               |                           |                       | Current EOM Market Value More or (Less) than Book Value |
|------------------------------------------------|--------------------------|----------------------------|-------------------------|---------------------------|-----------------------|---------------------------------------------------------|
|                                                | Previous EOM Book Value: | Previous EOM Market Value: | Current EOM Book Value: | Current EOM Market Value: | Change in Book Value: |                                                         |
| Collateralized Certificate of Deposit          |                          |                            |                         |                           |                       |                                                         |
| TFNB XXXXX-XX539                               | \$5,990,364.07           | \$5,990,364.07             | \$6,012,681.60          | \$6,012,681.60            |                       | \$0.00                                                  |
| CNB XXX9460                                    | \$10,294,751.81          | \$10,294,751.81            | \$10,326,179.89         | \$10,326,179.89           |                       | \$0.00                                                  |
| CNB XXX0025                                    | \$5,807,203.91           | \$5,807,203.91             | \$5,830,274.43          | \$5,830,274.43            |                       | \$0.00                                                  |
| ALLIANCE XXX975                                | \$5,998,565.14           | \$5,998,565.14             | \$6,019,913.63          | \$6,019,913.63            |                       | \$0.00                                                  |
| FNBCT XXX401                                   | \$4,599,988.73           | \$4,599,988.73             | \$0.00                  | \$0.00                    |                       | \$0.00                                                  |
| TFNB XXXXX-XX863                               | \$2,500,508.99           | \$2,500,508.99             | \$2,508,135.58          | \$2,508,135.58            |                       | \$0.00                                                  |
| TFNB XXXXX-X6909                               | \$6,104,443.34           | \$6,104,443.34             | \$6,124,110.00          | \$6,124,110.00            |                       | \$0.00                                                  |
| EXTRACO XXXX7742                               | \$4,049,441.65           | \$4,049,441.65             | \$4,062,196.66          | \$4,062,196.66            |                       | \$0.00                                                  |
| Subtotal Collateralized Certificate of Deposit | \$45,345,267.64          | \$45,345,267.64            | \$40,883,491.79         | \$40,883,491.79           | (\$4,461,775.85)      | \$0.00                                                  |
| Collateralized Demand Deposit Account          |                          |                            |                         |                           |                       |                                                         |
| PNC XXXXXX3727                                 | (\$105,120.15)           | (\$105,120.15)             | (\$480,039.14)          | (\$480,039.14)            |                       | \$0.00                                                  |
| Subtotal Collateralized Demand Deposit Account | (\$105,120.15)           | (\$105,120.15)             | (\$480,039.14)          | (\$480,039.14)            | (\$374,918.99)        | \$0.00                                                  |
| Collateralized MM Savings Account              |                          |                            |                         |                           |                       |                                                         |
| ALLIANCE XXXX560                               | \$9,817,902.48           | \$9,817,902.48             | \$9,849,170.99          | \$9,849,170.99            |                       | \$0.00                                                  |
| Subtotal Collateralized MM Savings Account     | \$9,817,902.48           | \$9,817,902.48             | \$9,849,170.99          | \$9,849,170.99            | \$31,268.51           | \$0.00                                                  |
| Collateralized Sweep Account                   |                          |                            |                         |                           |                       |                                                         |
| PNC XXXXXX2534                                 | \$6,825,583.77           | \$6,825,583.77             | \$6,330,040.37          | \$6,330,040.37            |                       | \$0.00                                                  |

**Change in Book Value and Market Value  
Between 7/31/2026 and 8/31/2026**

|                                             | 7/31/2026                |                            | 8/31/2026               |                           | Change in Book Value: | Current EOM Market Value More or (Less) than Book Value |
|---------------------------------------------|--------------------------|----------------------------|-------------------------|---------------------------|-----------------------|---------------------------------------------------------|
|                                             | Previous EOM Book Value: | Previous EOM Market Value: | Current EOM Book Value: | Current EOM Market Value: |                       |                                                         |
| Subtotal Collateralized Sweep Account       | \$6,825,583.77           | \$6,825,583.77             | \$6,330,040.37          | \$6,330,040.37            | (\$495,543.40)        | \$0.00                                                  |
| <b>Investment Pool (Commercial Paper)</b>   |                          |                            |                         |                           |                       |                                                         |
| TEXPOOL XXXXXX0010                          | \$4,166,541.30           | \$4,166,541.30             | \$4,180,071.35          | \$4,180,071.35            |                       | \$0.00                                                  |
| TEXPOOL XXXXXX0011                          | \$1,318,765.32           | \$1,318,765.32             | \$1,154,332.73          | \$1,154,332.73            |                       | \$0.00                                                  |
| TEXPOOL XXXXXX0012                          | \$18,528,796.52          | \$18,528,796.52            | \$16,755,699.88         | \$16,755,699.88           |                       | \$0.00                                                  |
| TEXPOOL XXXXXX0013                          | \$15,217,129.15          | \$15,217,129.15            | \$15,266,543.87         | \$15,266,543.87           |                       | \$0.00                                                  |
| TXCLASS XX-XX-XXXX-0005                     | \$712,220.17             | \$712,220.17               | \$714,543.23            | \$714,543.23              |                       | \$0.00                                                  |
| TXCLASS XX-XX-XXXX-0004                     | \$736,133.85             | \$736,133.85               | \$201,180.32            | \$201,180.32              |                       | \$0.00                                                  |
| TXCLASS XX-XX-XXXX-0003                     | \$20,604.87              | \$20,604.87                | \$20,672.06             | \$20,672.06               |                       | \$0.00                                                  |
| TXCLASS XX-XX-XXXX-0001                     | \$20,566,656.25          | \$20,566,656.25            | \$12,620,261.54         | \$12,620,261.54           |                       | \$0.00                                                  |
| TXCLASS XX-XX-XXXX-0006                     | \$15,392,294.20          | \$15,392,294.20            | \$15,442,499.99         | \$15,442,499.99           |                       | \$0.00                                                  |
| TEXPOOL 5XXXXXXXXXXX1                       | \$12,991,620.82          | \$12,991,620.82            | \$13,033,808.61         | \$13,033,808.61           |                       | \$0.00                                                  |
| Subtotal Investment Pool (Commercial Paper) | \$89,650,762.45          | \$89,650,762.45            | \$79,389,613.58         | \$79,389,613.58           | (\$10,261,148.87)     | \$0.00                                                  |
| <b>Investment Pool (US Govt/Agencies)</b>   |                          |                            |                         |                           |                       |                                                         |
| TEXPOOL 449-XXXXXXXXX5                      | \$417,387.84             | \$417,387.84               | \$418,691.47            | \$418,691.47              |                       | \$0.00                                                  |
| Subtotal Investment Pool (US Govt/Agencies) | \$417,387.84             | \$417,387.84               | \$418,691.47            | \$418,691.47              | \$1,303.63            | \$0.00                                                  |
| <b>United States Treasury Note</b>          |                          |                            |                         |                           |                       |                                                         |
| USTREASURY XXXXX85M8                        | \$4,981,483.40           | \$4,903,006.11             | \$4,996,540.17          | \$4,915,387.23            |                       | (\$81,152.94)                                           |
| USTREASURY XXXXXCPL9                        | \$0.00                   | \$0.00                     | \$5,035,342.95          | \$4,987,144.59            |                       | (\$48,198.36)                                           |
| USTREASURY XXXXXCFU0                        | \$5,033,737.94           | \$5,045,703.15             | \$5,052,321.37          | \$5,060,538.37            |                       | \$8,217.00                                              |

**Change in Book Value and Market Value  
Between 7/31/2026 and 8/31/2026**

|                                      | 7/31/2026                |                            | 8/31/2026               |                           | Change in Book Value: | Current EOM Market Value More or (Less) than Book Value |
|--------------------------------------|--------------------------|----------------------------|-------------------------|---------------------------|-----------------------|---------------------------------------------------------|
|                                      | Previous EOM Book Value: | Previous EOM Market Value: | Current EOM Book Value: | Current EOM Market Value: |                       |                                                         |
| Subtotal United States Treasury Note | \$10,015,221.34          | \$9,948,709.26             | \$15,084,204.49         | \$14,963,070.19           | \$5,068,983.15        | (\$121,134.31)                                          |
| Overall Totals                       | \$161,967,005.37         | \$161,900,493.29           | \$151,475,173.55        | \$151,354,039.25          | (\$10,491,831.82)     | (\$121,134.31)                                          |

**Depository Collateral Report  
Effective 8/31/2026**

**Alliance Bank**

Market Value Source: None Required

| Custodian                             | Description                     | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis      | EOM Market Value              |
|---------------------------------------|---------------------------------|-------------------|----------------|----------------|-------|----------------|-------------------------------|
| FHLB Letter of Credit                 | FHLB Letter of Credit #XXXX8046 | XXXX8046          | 10/5/2026      | 0.0000%        | 1     | \$9,600,000.00 | \$9,600,000.00                |
| FHLB Letter of Credit                 | FHLB Letter of Credit #XXXX8052 | XXXX8052          | 2/25/2027      | 0.0000%        | 1     | \$7,500,000.00 | \$7,500,000.00                |
| FHLB Letter of Credit                 | FHLB Letter of Credit #XXXX1011 | XXXX1011          | 7/13/2027      | 0.0000%        | 1     | \$6,150,000.00 | \$6,150,000.00                |
| Alliance Bank Collateral Subtotal:    |                                 |                   |                |                |       |                | \$23,250,000.00               |
| FDIC Coverage:                        |                                 |                   |                |                |       |                | <u>\$250,000.00</u>           |
| Alliance Bank Total Deposit Coverage: |                                 |                   |                |                |       |                | <b>\$23,500,000.00</b>        |
| Alliance Bank Total Deposits:         |                                 |                   |                |                |       |                | <b><u>\$15,869,084.62</u></b> |
| Collateral Surplus                    |                                 |                   |                |                |       |                | <b>\$7,630,915.38</b>         |

**Central National**

Market Value Source: None Required

| Custodian                                | Description                     | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis       | EOM Market Value              |
|------------------------------------------|---------------------------------|-------------------|----------------|----------------|-------|-----------------|-------------------------------|
| FHLB Letter of Credit                    | FHLB Letter of Credit #XXXXX426 | XXXXX426          | 11/9/2026      | 0.0000%        | 1     | \$10,300,000.00 | \$10,300,000.00               |
| FHLB Letter of Credit                    | FHLB Letter of Credit #XXXXX087 | XXXXX087          | 5/31/2027      | 0.0000%        | 1     | \$6,035,000.00  | \$6,035,000.00                |
| Central National Collateral Subtotal:    |                                 |                   |                |                |       |                 | \$16,335,000.00               |
| FDIC Coverage:                           |                                 |                   |                |                |       |                 | <u>\$250,000.00</u>           |
| Central National Total Deposit Coverage: |                                 |                   |                |                |       |                 | <b>\$16,585,000.00</b>        |
| Central National Total Deposits:         |                                 |                   |                |                |       |                 | <b><u>\$16,156,454.32</u></b> |
| Collateral Surplus                       |                                 |                   |                |                |       |                 | <b>\$428,545.68</b>           |

**Depository Collateral Report  
Effective 8/31/2026**

**Extraco Bank**

**Market Value Source: The Independent Bankers**

| Custodian                                   | Description            | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price     | EOM Basis      | EOM Market Value             |
|---------------------------------------------|------------------------|-------------------|----------------|----------------|-----------|----------------|------------------------------|
| TIB - The Independent Bankers Bank          | Clark Cnty NV Sch Dist | XXXXX9B70         | 6/15/2034      | 5.0000%        | 1.0370836 | \$900,000.00   | \$933,375.24                 |
| TIB - The Independent Bankers Bank          | Temple TX              | XXXXX5FF9         | 8/1/2040       | 4.0000%        | 0.9458928 | \$3,125,000.00 | \$2,955,915.00               |
| Extraco Bank Collateral Subtotal:           |                        |                   |                |                |           |                | \$3,889,290.24               |
| FDIC Coverage:                              |                        |                   |                |                |           |                | <u>\$250,000.00</u>          |
| <b>Extraco Bank Total Deposit Coverage:</b> |                        |                   |                |                |           |                | <b>\$4,139,290.24</b>        |
| <b>Extraco Bank Total Deposits:</b>         |                        |                   |                |                |           |                | <b><u>\$4,062,196.66</u></b> |
| <b>Collateral Surplus</b>                   |                        |                   |                |                |           |                | <b>\$77,093.58</b>           |

**PNC Bank**

**Market Value Source: PNC Pledge Report**

| Custodian                               | Description      | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price       | EOM Basis       | EOM Market Value              |
|-----------------------------------------|------------------|-------------------|----------------|----------------|-------------|-----------------|-------------------------------|
| Federal Reserve Bank (Custodian)        | FNMA #XXXXXXTA3  | XXXXXXTA3         | 8/12/2036      | 2.0000%        | 0.904545579 | \$8,234,416.96  | \$7,448,405.46                |
| Federal Reserve Bank (Custodian)        | FNMA #XXXXXDNG3  | XXXXXDNG3         | 4/1/2050       | 2.5000%        | 0.82764208  | \$14,195,743.38 | \$11,748,994.58               |
| Federal Reserve Bank (Custodian)        | FHLMC #XXXXXWBT9 | XXXXXWBT9         | 6/1/2051       | 2.0000%        | 0.78759357  | \$8,373,216.00  | \$6,594,691.08                |
| Federal Reserve Bank (Custodian)        | FHLMC #XXXXXWE41 | XXXXXWE41         | 10/1/2052      | 3.5000%        | 0.88975952  | \$6,284,283.04  | \$5,591,500.66                |
| Federal Reserve Bank (Custodian)        | FNMA #XXXXXFE37  | XXXXXFE37         | 12/1/2054      | 5.5000%        | 0.99400284  | \$23,753,915.34 | \$23,611,459.31               |
| PNC Bank Collateral Subtotal:           |                  |                   |                |                |             |                 | \$54,995,051.09               |
| FDIC Coverage:                          |                  |                   |                |                |             |                 | <u>\$250,000.00</u>           |
| <b>PNC Bank Total Deposit Coverage:</b> |                  |                   |                |                |             |                 | <b>\$55,245,051.09</b>        |
| <b>PNC Bank Total Deposits:</b>         |                  |                   |                |                |             |                 | <b><u>\$46,083,065.50</u></b> |
| <b>Collateral Surplus</b>               |                  |                   |                |                |             |                 | <b>\$9,161,985.59</b>         |

**Depository Collateral Report**  
**Effective 8/31/2026**

**The First National Bank of McGregor**

Market Value Source: None Required

| Custodian                                                   | Description                     | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis       | EOM Market Value              |
|-------------------------------------------------------------|---------------------------------|-------------------|----------------|----------------|-------|-----------------|-------------------------------|
| FHLB Letter of Credit                                       | FHLB Letter of Credit #XXXX0464 | XXXX0464          | 9/9/2026       | 0.0000%        | 1     | \$2,000,000.00  | \$2,000,000.00                |
| FHLB Letter of Credit                                       | FHLB Letter of Credit #XXXX1052 | XXXX1052          | 1/20/2027      | 0.0000%        | 1     | \$11,000,000.00 | \$11,000,000.00               |
| FHLB Letter of Credit                                       | FHLB Letter of Credit #XXXX5605 | XXXX5605          | 1/20/2027      | 0.0000%        | 1     | \$2,200,000.00  | \$2,200,000.00                |
| The First National Bank of McGregor Collateral Subtotal:    |                                 |                   |                |                |       |                 | \$15,200,000.00               |
| FDIC Coverage:                                              |                                 |                   |                |                |       |                 | <u>\$250,000.00</u>           |
| The First National Bank of McGregor Total Deposit Coverage: |                                 |                   |                |                |       |                 | <b>\$15,450,000.00</b>        |
| The First National Bank of McGregor Total Deposits:         |                                 |                   |                |                |       |                 | <b><u>\$14,644,927.17</u></b> |
| Collateral Surplus                                          |                                 |                   |                |                |       |                 | <b>\$805,072.83</b>           |

Local Government Code Sec. 114026:  
(1) money received and disbursed;

Treasurer's Monthly Report  
For the Month Ending  
8/31/2026

Treasury Account Group

| Institution:                         | Account Number: | Type: | Account Description                | Beginning Balance: | Total Deposits  | Total Withdrawals | Interest Paid | Bank Service Charges: | Ending Balance  |
|--------------------------------------|-----------------|-------|------------------------------------|--------------------|-----------------|-------------------|---------------|-----------------------|-----------------|
| Pooled Cash                          |                 |       |                                    |                    |                 |                   |               |                       |                 |
| Alliance Bank                        | XXXXX75         | CD    | Pooled Cash                        | \$5,984,791.92     | \$0.00          | \$0.00            | \$0.00        | \$0.00                | \$5,984,791.92  |
| Alliance Bank                        | XXXXX60         | MMS   | Pooled Cash                        | \$9,817,902.48     | \$0.00          | \$0.00            | \$31,268.51   | \$0.00                | \$9,849,170.99  |
| Central National                     | XXXXX25         | CD    | Pooled Cash                        | \$5,753,124.54     | \$0.00          | \$0.00            | \$68,154.82   | \$0.00                | \$5,821,279.36  |
| Central National                     | XXXXX60         | CD    | Pooled Cash                        | \$10,210,161.32    | \$0.00          | \$0.00            | \$92,646.72   | \$0.00                | \$10,302,808.04 |
| Extraco                              | XXXXX42         | CD    | Pooled Cash                        | \$4,037,098.08     | \$0.00          | \$0.00            | \$0.00        | \$0.00                | \$4,037,098.08  |
| First National Bank of Central Texas | XXXXX01         | CD    | Pooled Cash                        | \$4,562,451.63     | \$0.00          | \$4,607,806.06    | \$45,354.43   | \$0.00                | \$0.00          |
| PNC                                  | XXXXX27         | DDA   | Pooled Cash                        | (\$105,120.15)     | \$38,338,040.46 | \$38,712,991.45   | \$0.00        | \$0.00                | (\$480,039.14)  |
| PNC                                  | XXXXXX2534      | SWP   | Pooled Cash                        | \$6,825,583.77     | \$14,487,595.78 | \$14,995,729.79   | \$12,590.61   | \$0.00                | \$6,330,040.37  |
| PNC Safekeeping                      | XXX8285M8       | SK    | Pooled Cash                        | \$4,930,273.44     | \$0.00          | \$0.00            | \$0.00        | \$0.00                | \$4,930,273.44  |
| PNC Safekeeping                      | XXXXXCFOU       | SK    | Pooled Cash                        | \$4,948,437.50     | \$0.00          | \$0.00            | \$0.00        | \$0.00                | \$4,948,437.50  |
| PNC Safekeeping                      | XXXXXCPL9       | SK    | Pooled Cash                        | \$0.00             | \$4,991,768.06  | \$0.00            | \$0.00        | \$0.00                | \$4,991,768.06  |
| Texas Class                          | XXXXX01         | POOLC | Pooled Cash                        | \$20,566,656.25    | \$0.00          | \$8,000,000.00    | \$53,605.29   | \$0.00                | \$12,620,261.54 |
| TexPool                              | XXXXX01         | POOLC | Pooled Cash                        | \$12,991,620.82    | \$0.00          | \$0.00            | \$42,187.79   | \$0.00                | \$13,033,808.61 |
| TFNB                                 | XXX09           | CD    | Pooled Cash                        | \$6,093,658.40     | \$0.00          | \$0.00            | \$0.00        | \$0.00                | \$6,093,658.40  |
| TFNB                                 | XXX39           | CD    | Pooled Cash                        | \$5,933,854.27     | \$0.00          | \$0.00            | \$65,808.88   | \$0.00                | \$5,999,663.15  |
| TFNB                                 | XXX63           | CD    | Pooled Cash                        | \$2,494,358.52     | \$0.00          | \$0.00            | \$0.00        | \$0.00                | \$2,494,358.52  |
| Pooled Cash Subtotal:                |                 |       |                                    | \$105,044,852.79   | \$57,817,404.30 | \$66,316,527.30   | \$411,617.05  | \$0.00                | \$96,957,378.84 |
| Bond Proceeds                        |                 |       |                                    |                    |                 |                   |               |                       |                 |
| Texas Class                          | XXXXX03         | POOLC | 2019 Bond Proceeds                 | \$20,604.87        | \$0.00          | \$0.00            | \$67.19       | \$0.00                | \$20,672.06     |
| Texas Class                          | XXXXX04         | POOLC | 2021 Bond Proceeds                 | \$736,133.85       | \$0.00          | \$536,506.77      | \$1,553.24    | \$0.00                | \$201,180.32    |
| Texas Class                          | XXXXX06         | POOLC | 2025 Bond Proceeds                 | \$15,392,294.20    | \$0.00          | \$0.00            | \$50,205.79   | \$0.00                | \$15,442,499.99 |
| TexPool                              | XXXXX05         | POOL  | 2018 Venue Proceeds                | \$417,387.84       | \$0.00          | \$0.00            | \$1,303.63    | \$0.00                | \$418,691.47    |
| TexPool                              | XXXXX11         | POOLC | McLennan County 2022 Bond Proceeds | \$1,318,765.32     | \$0.00          | \$168,449.98      | \$4,017.39    | \$0.00                | \$1,154,332.73  |
| TexPool                              | XXXXX12         | POOLC | 2023 Bond Proceeds                 | \$18,528,796.52    | \$0.00          | \$1,830,385.25    | \$57,288.61   | \$0.00                | \$16,755,699.88 |
| TexPool                              | XXXXX13         | POOLC | 2025 Bond Proceeds                 | \$15,217,129.15    | \$0.00          | \$0.00            | \$49,414.72   | \$0.00                | \$15,266,543.87 |
| Bond Proceeds Subtotal:              |                 |       |                                    | \$51,631,111.75    | \$0.00          | \$2,535,342.00    | \$163,850.57  | \$0.00                | \$49,259,620.32 |



## Treasury Account Group

| Institution:                         | Account Number: | Type: | Account Description             | Beginning Balance: | Total Deposits | Total Withdrawals | Interest Paid | Bank Service Charges: | Ending Balance  |
|--------------------------------------|-----------------|-------|---------------------------------|--------------------|----------------|-------------------|---------------|-----------------------|-----------------|
| <b>Grant Funds</b>                   |                 |       |                                 |                    |                |                   |               |                       |                 |
| Texas Class                          | XXXXX05         | POOLC | 2022 American Rescue Plan Grant | \$712,220.17       | \$0.00         | \$0.00            | \$2,323.06    | \$0.00                | \$714,543.23    |
| TexPool                              | XXXXX10         | POOLC | 2021 American Rescue Plan Grant | \$4,166,541.30     | \$0.00         | \$0.00            | \$13,530.05   | \$0.00                | \$4,180,071.35  |
| <b>Grant Funds Subtotal:</b>         |                 |       |                                 | \$4,878,761.47     | \$0.00         | \$0.00            | \$15,853.11   | \$0.00                | \$4,894,614.58  |
| <b>Collection Accounts</b>           |                 |       |                                 |                    |                |                   |               |                       |                 |
| Huntington Bank                      | XXXXX01         | DDA   | JP3 Fees                        | \$31,727.32        | \$5,485.70     | \$0.00            | \$0.00        | \$0.00                | \$37,213.02     |
| PNC                                  | XXXXX09         | DDA   | County Clerk Court              | \$4,075.00         | \$4,440.00     | \$4,193.00        | \$0.00        | \$0.00                | \$4,322.00      |
| PNC                                  | XXXXX19         | DDA   | Juvenile Fees                   | \$3,486.68         | \$0.00         | \$0.00            | \$0.00        | \$0.00                | \$3,486.68      |
| PNC                                  | XXXXX21         | DDA   | County Clerk Efile              | \$38,896.00        | \$34,503.00    | \$41,594.00       | \$0.00        | \$0.00                | \$31,805.00     |
| PNC                                  | XXXXX26         | DDA   | JP2 Efile                       | \$4,052.00         | \$33.00        | \$1,130.00        | \$0.00        | \$0.00                | \$2,955.00      |
| PNC                                  | XXXXX44         | DDA   | JP4 Efile                       | \$24,908.00        | \$1,972.00     | \$0.00            | \$0.00        | \$0.00                | \$26,880.00     |
| PNC                                  | XXXXX46         | DDA   | County Clerk Records            | \$11,619.75        | \$12,769.75    | \$12,791.75       | \$0.00        | \$0.00                | \$11,597.75     |
| PNC                                  | XXXXX63         | DDA   | Cty Clerk Court Costs           | \$36,987.24        | \$88,182.76    | \$83,663.54       | \$0.00        | \$0.00                | \$41,506.46     |
| PNC                                  | XXXXX63         | DDA   | JP1-1 Efile                     | \$0.00             | \$0.00         | \$0.00            | \$0.00        | \$0.00                | \$0.00          |
| PNC                                  | XXXXX88         | DDA   | JP1-2 Efile                     | \$0.00             | \$0.00         | \$0.00            | \$0.00        | \$0.00                | \$0.00          |
| PNC                                  | XXXXX89         | DDA   | JP3 Efile                       | \$13,957.00        | \$3,378.00     | \$0.00            | \$0.00        | \$0.00                | \$17,335.00     |
| PNC                                  | XXXXX94         | DDA   | Cty Clerk Fees                  | \$178,500.66       | \$129,645.50   | \$139,016.75      | \$0.00        | \$0.00                | \$169,129.41    |
| PNC                                  | XXXXX94         | DDA   | JP5 Efile                       | \$0.00             | \$0.00         | \$0.00            | \$0.00        | \$0.00                | \$0.00          |
| TFNB                                 | XXXXX02         | DDA   | JP4 Fees                        | \$27,304.05        | \$2,497.40     | \$0.00            | \$0.00        | \$0.00                | \$29,801.45     |
| <b>Collection Accounts Subtotal:</b> |                 |       |                                 | \$375,513.70       | \$282,907.11   | \$282,389.04      | \$0.00        | \$0.00                | \$376,031.77    |
| <b>Fiduciary Accounts</b>            |                 |       |                                 |                    |                |                   |               |                       |                 |
| PNC                                  | XXXXX65         | DDA   | Retiree Benefits                | \$36,809.16        | \$37,024.03    | \$37,932.89       | \$0.00        | \$0.00                | \$35,900.30     |
| PNC                                  | XXXXX77         | DDA   | Local Provider                  | \$16,974,118.23    | \$2,959,425.84 | \$0.00            | \$0.00        | \$0.00                | \$19,933,544.07 |
| TexPool                              | XXXXX02         | POOL  | Bail Bond Trust USF_CC          | \$59,930.15        | \$0.00         | \$0.00            | \$187.18      | \$0.00                | \$60,117.33     |
| TexPool                              | XXXXX04         | POOL  | Bail Bond Trust CPICK           | \$143,797.36       | \$0.00         | \$0.00            | \$449.11      | \$0.00                | \$144,246.47    |
| TexPool                              | XXXXX05         | POOL  | Bail Bond Trust CPICK III       | \$0.00             | \$0.00         | \$0.00            | \$0.00        | \$0.00                | \$0.00          |
| TexPool                              | XXXXX05         | POOL  | Bail Bond Trust CPICKIII        | \$76,672.85        | \$0.00         | \$0.00            | \$249.00      | \$0.00                | \$76,921.85     |
| TexPool                              | XXXXX06         | POOL  | Bail Bond Trust South BB        | \$50,385.70        | \$0.00         | \$50,396.30       | \$10.60       | \$0.00                | \$0.00          |
| <b>Fiduciary Accounts Subtotal:</b>  |                 |       |                                 | \$17,341,713.45    | \$2,996,449.87 | \$88,329.19       | \$895.89      | \$0.00                | \$20,250,730.02 |

## Treasury Account Group

| Institution:                  | Account Number: | Type: | Account Description       | Beginning Balance: | Total Deposits  | Total Withdrawals | Interest Paid | Bank Service Charges: | Ending Balance   |
|-------------------------------|-----------------|-------|---------------------------|--------------------|-----------------|-------------------|---------------|-----------------------|------------------|
| Other Purposes                |                 |       |                           |                    |                 |                   |               |                       |                  |
| PNC                           | XXXXX25         | DDA   | Health Ins Trust          | \$4,860,742.62     | \$1,181,664.84  | \$23,484.15       | \$0.00        | \$0.00                | \$6,018,923.31   |
| PNC                           | XXXXX66         | DDA   | ACH Clearing              | \$307,795.04       | \$1,017,573.90  | \$1,325,035.58    | \$0.00        | \$0.00                | \$333.36         |
| PNC                           | XXXXX71         | DDA   | Jury Fund                 | \$24,738.00        | \$0.00          | \$0.00            | \$0.00        | \$0.00                | \$24,738.00      |
| PNC                           | XXXXX73         | DDA   | Treas/Dist Clerk Clearing | \$34,704.88        | \$271,652.79    | \$271,603.85      | \$0.00        | \$0.00                | \$34,753.82      |
| TexPool                       | XXXXX14         | POOLC | Pepper Solar Escrow       | \$250,964.91       | \$0.00          | \$0.00            | \$814.95      | \$0.00                | \$251,779.86     |
| Other Purposes Subtotal:      |                 |       |                           | \$5,478,945.45     | \$2,470,891.53  | \$1,620,123.58    | \$814.95      | \$0.00                | \$6,330,528.35   |
| Treasury Account Group Total: |                 |       |                           | \$184,750,898.61   | \$63,567,652.81 | \$70,842,711.11   | \$593,031.57  | \$0.00                | \$178,068,903.88 |

## Other Accounts

| Institution:                                    | Account Number: | Type: | Account Description                   | Beginning Balance: | Total Deposits | Total Withdrawals | Interest Paid | Bank Service Charges: | Ending Balance |
|-------------------------------------------------|-----------------|-------|---------------------------------------|--------------------|----------------|-------------------|---------------|-----------------------|----------------|
| Self Insurance (Recap)                          |                 |       |                                       |                    |                |                   |               |                       |                |
| Bank of America                                 | XXXXX42         | DDA   | UHC FSA Claims                        | \$5,000.00         | \$0.00         | \$0.00            | \$0.00        | \$0.00                | \$5,000.00     |
| Bank of America                                 | XXXXX49         | DDA   | UHC Medical Claims                    | \$247,617.52       | \$13,875.64    | \$14,493.16       | \$0.00        | \$0.00                | \$247,000.00   |
| JP Morgan Chase                                 | XXXXX35         | DDA   | CIGNA Dental Claims                   | \$355,000.00       | \$1,059,057.12 | \$1,116,364.89    | \$0.00        | \$0.00                | \$297,692.23   |
| JP Morgan Chase                                 | XXXXX51         | DDA   | Cigna Medical & FSA Claims            | \$2,000.00         | \$13,996.22    | \$15,193.93       | \$0.00        | \$0.00                | \$802.29       |
| Self Insurance (Recap) Subtotal:                |                 |       |                                       | \$609,617.52       | \$1,086,928.98 | \$1,146,051.98    | \$0.00        | \$0.00                | \$550,494.52   |
| Public Facilities Corporation (Recap)           |                 |       |                                       |                    |                |                   |               |                       |                |
| US Bank                                         | XXXXX00         | DDA   | PFC Bond Fund                         | \$571,547.19       | \$278,061.47   | \$0.00            | \$1,470.19    | \$0.00                | \$851,078.85   |
| US Bank                                         | XXXXX01         | DDA   | PFC Reserve Fund                      | \$3,360,000.00     | \$0.00         | \$10,078.45       | \$10,078.45   | \$0.00                | \$3,360,000.00 |
| US Bank                                         | XXXXX02         | DDA   | PFC Revenue Account                   | \$687,456.00       | \$755,087.18   | \$522,095.85      | \$655.62      | \$0.00                | \$921,102.95   |
| US Bank                                         | XXXXX03         | DDA   | PFC Operating Account                 | \$0.00             | \$0.00         | \$0.00            | \$0.00        | \$0.00                | \$0.00         |
| US Bank                                         | XXXXX04         | DDA   | PFC Operating Reserve Account         | \$594,305.91       | \$0.00         | \$0.00            | \$1,781.14    | \$0.00                | \$596,087.05   |
| US Bank                                         | XXXXX05         | DDA   | PFC Operator Fee Account              | \$0.18             | \$0.00         | \$0.00            | \$0.00        | \$0.00                | \$0.18         |
| US Bank                                         | XXXXX06         | DDA   | PFC County Operating Account          | \$501.10           | \$0.00         | \$0.00            | \$1.50        | \$0.00                | \$502.60       |
| US Bank                                         | XXXXX07         | DDA   | PFC Surplus Account                   | \$72,934.32        | \$253,445.33   | \$0.00            | \$1,329.36    | \$0.00                | \$327,709.01   |
| US Bank                                         | XXXXX10         | DDA   | PFC Trustee Fee County Administration | \$4,729.68         | \$667.50       | \$0.00            | \$13.59       | \$0.00                | \$5,410.77     |
| Public Facilities Corporation (Recap) Subtotal: |                 |       |                                       | \$5,291,474.38     | \$1,287,261.48 | \$532,174.30      | \$15,329.85   | \$0.00                | \$6,061,891.41 |
| Other Accounts Total:                           |                 |       |                                       | \$5,901,091.90     | \$2,374,190.46 | \$1,678,226.28    | \$15,329.85   | \$0.00                | \$6,612,385.93 |

Report Total: \$190,651,990.51 \$65,941,843.27 \$72,520,937.39 \$608,361.42 \$0.00 \$184,681,289.81

(2) debts due to and owed by the county;

7

## McLennan County Municipal Bonds Issued 8/31/2026

### Tax Liability

| Bond Issue Description:                                                                                         | Series Year: | Callable: | Interest Rate<br>Range: | Final Payment<br>Date: | Total Payments<br>Due This FY: | Remaining<br>Payments: | Principal Balance: |
|-----------------------------------------------------------------------------------------------------------------|--------------|-----------|-------------------------|------------------------|--------------------------------|------------------------|--------------------|
| Combination Tax and Limited Pledge<br>Revenue Certificates of Obligation                                        | 2016         | 6/1/2026  | 2.00% - 2.40%           | 6/1/2036               | \$597,585.00                   | \$5,984,300.00         | \$5,320,000.00     |
| Combination Tax and Limited Pledge<br>Revenue Certificates of Obligation                                        | 2017         | 6/1/2027  | 3.00% - 3.00%           | 6/1/2037               | \$553,700.00                   | \$6,074,500.00         | \$5,110,000.00     |
| Certificates of Obligation                                                                                      | 2019         | 6/1/2028  | 0.00% - 3.00%           | 6/1/2039               | \$1,511,100.00                 | \$19,672,950.00        | \$16,035,000.00    |
| General Obligation Bonds                                                                                        | 2020         | 6/1/2029  | 1.25% - 4.00%           | 6/1/2040               | \$855,406.26                   | \$11,996,400.08        | \$10,400,000.00    |
| Combination Tax and Limited Pledge<br>Revenue Certificates of Obligation                                        | 2021         | 6/1/2030  | 2.00% - 5.00%           | 6/1/2041               | \$935,043.76                   | \$14,050,056.40        | \$11,640,000.00    |
| Combination Tax and Limited Pledge<br>Revenue Certificates of Obligation                                        | 2022         | 6/1/2031  | 4.00% - 5.00%           | 9/30/2042              | \$900,700.00                   | \$14,415,300.00        | \$10,275,000.00    |
| Combination Tax and Limited Pledge<br>Revenue Certificates of Obligation                                        | 2023         | 6/1/2032  | 4.00% - 5.00%           | 9/30/2043              | \$1,450,687.50                 | \$24,647,675.00        | \$17,145,000.00    |
| McLennan County, Texas Combination Tax<br>and Limited Pledge Revenue Certificates of<br>Obligation, Series 2025 | 2025         | 6/1/2034  | 5.00% - 5.00%           | 9/30/2045              | \$1,648,541.67                 | \$44,055,750.00        | \$27,940,000.00    |
| Subtotal:                                                                                                       |              |           |                         |                        | \$8,452,764.19                 | \$140,896,931.48       | \$103,865,000.00   |

### Nontax Liability

| Bond Issue Description:                           | Series Year: | Callable: | Interest Rate<br>Range: | Final Payment<br>Date: | Total Payments<br>Due This FY: | Remaining<br>Payments: | Principal Balance: |
|---------------------------------------------------|--------------|-----------|-------------------------|------------------------|--------------------------------|------------------------|--------------------|
| Project Revenue Refunding Bonds (Jail)<br>Taxable | 2014         | 6/1/2024  | 3.90% - 4.66%           | 6/1/2036               | \$3,350,695.00                 | \$33,528,790.00        | \$26,520,000.00    |
| Venue Tax Revenue and Refunding Bonds             | 2018         | 6/1/2028  | 4.00% - 5.00%           | 6/1/2058               | \$1,876,137.50                 | \$59,990,537.54        | \$32,330,000.00    |
| Subtotal:                                         |              |           |                         |                        | \$5,226,832.50                 | \$93,519,327.54        | \$58,850,000.00    |
| Total:                                            |              |           |                         |                        | \$13,679,596.69                | \$234,416,259.02       | \$162,715,000.00   |

(3) all other proceedings in the treasurer's Office; Bail Bond Companies.

## Change in Bail Bond Security Balances Since Last Bail Bond Board Meeting Date

### 7/31/2026 - 8/28/2026

|                                           |                |
|-------------------------------------------|----------------|
| <b>Total Bail Bond Security 8/28/2026</b> | \$2,790,515.68 |
| <b>Total Bail Bond Security 7/31/2026</b> | \$2,807,405.68 |
| <b>Overall Difference:</b>                | (\$16,890.00)  |

| Bail Bond Company:                     | Inactive:                           | Prior Real Estate<br>7/31/2026 | Prior Treasurer<br>7/31/2026 | Current Real Estate<br>8/31/2026 | Current Treasurer Deposit:<br>8/31/2026 | Real Estate Difference | Treasurer Deposit Difference: | Comment, Real Estate:  | Comment, Treasurer Deposit: |
|----------------------------------------|-------------------------------------|--------------------------------|------------------------------|----------------------------------|-----------------------------------------|------------------------|-------------------------------|------------------------|-----------------------------|
| Ownership:<br><u>Sole Proprietor</u>   |                                     |                                |                              |                                  |                                         |                        |                               |                        |                             |
| Ash Bail Bonds                         | <input type="checkbox"/>            | \$848,337.00                   |                              | \$831,447.00                     | \$0.00                                  | (\$16,890.00)          | \$0.00                        | BBB Approved 7/31/2026 |                             |
| BREAK 'EM OUT BAIL BONDS               | <input type="checkbox"/>            | \$195,000.00                   |                              | \$195,000.00                     | \$0.00                                  | \$0.00                 | \$0.00                        |                        |                             |
| Gonzales-Flores Bail Bonds             | <input type="checkbox"/>            | \$270,760.00                   |                              | \$270,760.00                     | \$0.00                                  | \$0.00                 | \$0.00                        |                        |                             |
| Gonzales Bail Bonds                    | <input type="checkbox"/>            | \$191,950.00                   |                              | \$191,950.00                     | \$0.00                                  | \$0.00                 | \$0.00                        |                        |                             |
| Larry Johnson's Lone Star Bail Bonds   | <input checked="" type="checkbox"/> | \$111,630.00                   |                              | \$111,630.00                     | \$0.00                                  | \$0.00                 | \$0.00                        |                        |                             |
| Waco Bail Bonds, Formerly A-Able Bonds | <input type="checkbox"/>            |                                | \$50,000.00                  |                                  | \$50,000.00                             | \$0.00                 | \$0.00                        |                        |                             |
| Mabry Bail Bonds                       | <input type="checkbox"/>            |                                | \$50,000.00                  |                                  | \$50,000.00                             | \$0.00                 | \$0.00                        |                        |                             |
| James R. Pena Bail Bonding Service     | <input type="checkbox"/>            |                                | \$200,148.68                 |                                  | \$200,148.68                            | \$0.00                 | \$0.00                        |                        |                             |
| Pickens Bail Bonds                     | <input checked="" type="checkbox"/> | \$384,780.00                   | \$129,800.00                 | \$384,780.00                     | \$129,800.00                            | \$0.00                 | \$0.00                        |                        |                             |
| Pickens Bail Bonds                     | <input type="checkbox"/>            |                                | \$75,000.00                  |                                  | \$75,000.00                             | \$0.00                 | \$0.00                        |                        |                             |
| <b>Sole Proprietor Subtotals:</b>      |                                     | \$2,002,457.00                 | \$504,948.68                 | \$1,985,567.00                   | \$504,948.68                            | (\$16,890.00)          | \$0.00                        |                        |                             |

| Bail Bond Company:                                              | Inactive:                           | Prior Real Estate<br>7/31/2026 | Prior Treasurer<br>7/31/2026 | Current Real Estate<br>8/31/2026 | Current Treasurer Deposit:<br>8/31/2026 | Real Estate Difference | Treasurer Deposit Difference: | Comment, Real Estate: | Comment, Treasurer Deposits: |
|-----------------------------------------------------------------|-------------------------------------|--------------------------------|------------------------------|----------------------------------|-----------------------------------------|------------------------|-------------------------------|-----------------------|------------------------------|
| Ownership:                                                      |                                     |                                |                              |                                  |                                         |                        |                               |                       |                              |
| Insurance Company                                               |                                     |                                |                              |                                  |                                         |                        |                               |                       |                              |
| Chapman's Bail Bonds, Formerly Chase Chapman's Bail Bonds       | <input type="checkbox"/>            |                                | \$50,000.00                  |                                  | \$50,000.00                             |                        | \$0.00                        |                       |                              |
| Southern Bail Bonds                                             | <input type="checkbox"/>            |                                | \$50,000.00                  |                                  | \$50,000.00                             |                        | \$0.00                        |                       |                              |
| Player Bail Bonds                                               | <input type="checkbox"/>            |                                | \$50,000.00                  |                                  | \$50,000.00                             |                        | \$0.00                        |                       |                              |
| Kocian's Bail Bonds, Formerly Cody Kocian's In-N-Out Bail Bonds | <input type="checkbox"/>            |                                | \$50,000.00                  |                                  | \$50,000.00                             |                        | \$0.00                        |                       |                              |
| Brazos River Bail Bonds                                         | <input checked="" type="checkbox"/> |                                | \$50,000.00                  |                                  | \$50,000.00                             |                        | \$0.00                        |                       |                              |
| Legacy Bail Bonds                                               | <input type="checkbox"/>            |                                | \$50,000.00                  |                                  | \$50,000.00                             |                        | \$0.00                        |                       |                              |
| Insurance Company Subtotals:                                    |                                     |                                | \$300,000.00                 |                                  | \$300,000.00                            |                        | \$0.00                        |                       |                              |
| Report Totals:                                                  |                                     | \$2,002,457.00                 | \$804,948.68                 | \$1,985,567.00                   | \$804,948.68                            | (\$16,890.00)          | \$0.00                        |                       |                              |

(3) all other proceedings in the treasurer's Office.

**Miscellaneous Other Proceedings  
August 31, 2026**

**Transactions**

|                               | Count | Amount          |
|-------------------------------|-------|-----------------|
| Account Transfers             | 76    | \$52,892,209.73 |
| Electronic Expenditures Misc. | 26    | \$9,025,846.18  |
| Accounts Payable ACH          | 65    | \$264,159.41    |
| Receipts Issued               | 466   | \$11,112,562.84 |
| Checks Issued:                |       |                 |
| Accounts Payable              | 1,197 | \$7,896,321.25  |
| Payroll                       | 2     | \$3,933.80      |
| Treasurer/District Clerk      | 89    | \$16,062.07     |
| JP 3 Fees                     | 0     | \$0.00          |
| JP 4 Fees                     | 0     | \$0.00          |
| CTY Clerk Fees, Records Dpt   | 0     | \$0.00          |
| CTY Clerk Fees, Court Dpt     | 0     | \$0.00          |
| Subtotal Checks Issued        | 1,288 | \$7,916,317.12  |

**Payroll Maintenance, Preparation & Processing**

|                                                 | Count | Amount         | Other Information             |
|-------------------------------------------------|-------|----------------|-------------------------------|
| Payroll Preparation & Processing ACH Payments   | 1,317 | \$2,270,178.09 | 08/07/2026 Payroll            |
| Payroll Preparation & Processing ACH Payments   | 1     | \$1,246.77     | 08/07/2026 Payroll            |
| Payroll Preparation & Processing ACH Payments   | 1321  | \$2,258,012.72 | 08/21/2026 Payroll            |
| Payroll Preparation & Processing: Checks Issued | 2     | \$3,933.80     | 08/01/2026- 08/31/2026 Checks |
| Subtotal Payroll                                | 2,641 | \$4,533,371.38 |                               |
| IRS 941 Payment                                 | 1     | \$355.10       | 8/7/2026 Overtime Pay         |
| IRS 941 Payment                                 | 1     | \$754,641.84   | 08/07/2026 Payroll            |
| IRS 941 Payment                                 | 1     | \$754,354.00   | 08/21/2026 Payroll            |
| IRS 941 Payment                                 | 1     | \$466.40       | 8/28/2026 PTO Payout          |

**Other Transactions**

|                                                                | Count | Amount      | Other Information                |
|----------------------------------------------------------------|-------|-------------|----------------------------------|
| Retiree Benefits Maintenance, ACH Collections & Reconciliation | 340   | \$35,900.30 | 383 Active Retirees              |
| Bail Bond Fee Refunds- Claim                                   | 225   | \$3,375.00  | Claims Filed                     |
| Bail Bond Fee Refunds Paid                                     | 3     | \$735.00    | Claims Paid                      |
| Juror Card- Rapid E Fund Payouts                               | 365   | \$16,732.00 | Juror Payments                   |
| Accts Payable Positive Pay Downloads                           | 9     |             | Number of Files                  |
| Treas/DC Positive Pay Reformat & Download                      | 1     |             | Number of Files                  |
| Online Banking Administration                                  | 23    |             | Number of Users                  |
| Bank Statement Download/Retention                              | 94    |             | Depository & Investment Accounts |

**Other Activities**

1. Investment Maintenance and Reports
2. Retiree Benefits Payment Distribution Reports
3. Treasurer's Report
4. 8/18: Tyler Tech Financial Reconciliation Training

McLennan County CPS Board  
Financial Statement Report  
8/01/2026 - 8/31/2026

|                                      |           |              |               |
|--------------------------------------|-----------|--------------|---------------|
| <b><u>Community Bank Acct</u></b>    |           |              |               |
| Beginning Available Balance          | 8/1/2026  |              | \$ 31,445.59  |
| <i>Revenue</i>                       |           | \$ 29.40     |               |
| <i>Expenditures for August</i>       |           |              |               |
| Ending Available Balance             | 8/31/2026 |              | \$ 31,474.99  |
| <i>1 year CD (\$10,000)</i>          | 3.85%     | \$ 10,096.29 |               |
| <i>Revenue- Interest</i>             |           | \$ 33.01     |               |
|                                      |           |              | \$ 41,604.29  |
| <b><u>McLennan County Budget</u></b> |           |              |               |
| Beginning Available Balance          | 8/1/2026  |              | \$ 120,934.74 |
| <i>Revenue</i>                       |           | \$ -         |               |
| <i>Expenditures for August</i>       |           | \$ 152.95    |               |
| Ending Available Balance             | 8/31/2026 |              | \$ 120,781.79 |
| Total Available Funds                | 8/31/2026 |              | \$ 162,386.08 |

*Jenny Hunnicutt, Treasurer*



## ANIMAL BIRTH CONTROL CLINIC REPORT - August 2026

| Date      | Animal Name | Owner City   | Owner Zip | Invoice Total | Service / Subsidy                                                                                   |
|-----------|-------------|--------------|-----------|---------------|-----------------------------------------------------------------------------------------------------|
| 8/3/2026  | Tommie      | Axtell       | 76624     | \$50.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/3/2026  | Goldie      | Axtell       | 76624     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/3/2026  | Tater       | China Spring | 76633     | \$50.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/3/2026  | Nitro       | China Spring | 76633     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/3/2026  | Brenda      | China Spring | 76633     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/3/2026  | Mouse       | China Spring | 76633     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/3/2026  | Grey Mom    | Woodway      | 76712     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/4/2026  | Jack        | Woodway      | 76712     | \$25.00       | Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                              |
| 8/4/2026  | Copper      | Elm Mott     | 76640     | \$125.00      | Dog Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip |
| 8/4/2026  | Sami        | Riesel       | 76682     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/4/2026  | Tabby       | Riesel       | 76682     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/4/2026  | Buddy       | Axtell       | 76624     | \$125.00      | Dog Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip |
| 8/4/2026  | Taiger      | Waco         | 76706     | \$80.00       | Cat Spay / McLennan Co Spay/Neuter/Chip<br>In heat / McLennan Co Spay/Neuter/Chip                   |
| 8/4/2026  | Two         | Valley Mills | 76689     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/4/2026  | Three       | Valley Mills | 76689     | \$110.00      | Cat Spay / McLennan Co Spay/Neuter/Chip<br>Pyometra (Cat) / McLennan Co Spay/Neuter/Chip            |
| 8/5/2026  | Kiwi        | Valley Mills | 76689     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/5/2026  | Baby        | Lorena       | 76655     | \$50.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/5/2026  | Fluffy      | West         | 76691     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/5/2026  | Fred        | West         | 76691     | \$50.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/6/2026  | B           | Waco         | 76708     | \$50.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/6/2026  | A           | Waco         | 76708     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/6/2026  | C           | Waco         | 76708     | \$80.00       | In heat / McLennan Co Spay/Neuter/Chip<br>Cat Spay / McLennan Co Spay/Neuter/Chip                   |
| 8/6/2026  | Stray       | Crawford     | 76638     | \$75.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip |
| 8/6/2026  | Peaches     | Elm Mott     | 76640     | \$80.00       | Cat Spay / McLennan Co Spay/Neuter/Chip<br>In heat / McLennan Co Spay/Neuter/Chip                   |
| 8/7/2026  | Billy       | Lorena       | 76655     | \$120.00      | Dog Spay / McLennan Co Spay/Neuter/Chip<br>In heat / McLennan Co Spay/Neuter/Chip                   |
| 8/7/2026  | Shasta      | Elm Mott     | 76640     | \$125.00      | Dog Spay / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip   |
| 8/7/2026  | Seeka***    | Robinson     | 76706     | \$125.00      | Dog Spay / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip   |
| 8/7/2026  | Mathew      | Waco         | 76705     | \$75.00       | Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip<br>Cat Neuter / McLennan Co Spay/Neuter/Chip |
| 8/10/2026 | Stray 2     | Crawford     | 76638     | \$75.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip |
| 8/10/2026 | Cat 1       | Waco         | 76706     | \$50.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/10/2026 | Cat 2       | Waco         | 76706     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/10/2026 | Momma Kitty | Lorena       | 76655     | \$85.00       | Cat Spay / McLennan Co Spay/Neuter/Chip<br>Pregnant / McLennan Co Spay/Neuter/Chip                  |
| 8/10/2026 | Gizmo       | Woodway      | 76712     | \$60.00       | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/10/2026 | GUILLERMO   | Woodway      | 76712     | \$50.00       | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |

|           |           |              |       |          |                                                                                                                                             |
|-----------|-----------|--------------|-------|----------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 8/10/2026 | KitKat    | China Spring | 76633 | \$80.00  | Cat Spay / McLennan Co Spay/Neuter/Chip<br>In heat / McLennan Co Spay/Neuter/Chip                                                           |
| 8/10/2026 | Sophia    | Waco         | 76705 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/11/2026 | Haru      | Mart         | 76664 | \$125.00 | Dog Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                         |
| 8/11/2026 | Lia       | Waco         | 76705 | \$80.00  | In heat / McLennan Co Spay/Neuter/Chip<br>Cat Spay / McLennan Co Spay/Neuter/Chip                                                           |
| 8/11/2026 | Calley    | Waco         | 76705 | \$85.00  | Pregnant / McLennan Co Spay/Neuter/Chip<br>Cat Spay / McLennan Co Spay/Neuter/Chip                                                          |
| 8/11/2026 | Zeus      | Waco         | 76705 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                                                                   |
| 8/12/2026 | Miss G    | Eddy         | 76524 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/12/2026 | Lady A    | Eddy         | 76524 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/12/2026 | Smoky B   | Elm Mott     | 76640 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                                                                   |
| 8/12/2026 | Kitty 1   | China Spring | 76633 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                                                                   |
| 8/12/2026 | Kitty 2   | China Spring | 76633 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                                                                   |
| 8/14/2026 | Bebe      | Waco         | 76705 | \$145.00 | Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip<br>In heat / McLennan Co Spay/Neuter/Chip<br>Dog Spay / McLennan Co Spay/Neuter/Chip |
| 8/18/2026 | Remi      | Hewitt       | 76643 | \$125.00 | Dog Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                         |
| 8/18/2026 | Jaimes #1 | Riesel       | 76682 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                                                                   |
| 8/19/2026 | Honey     | Waco         | 76705 | \$25.00  | Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                                                                      |
| 8/20/2026 | Feral 1   | Woodway      | 76712 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/20/2026 | Feral 2   | Woodway      | 76712 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                                                                   |
| 8/20/2026 | Feral 3   | Woodway      | 76712 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/20/2026 | Feline    | Waco         | 76706 | \$85.00  | Pregnant / McLennan Co Spay/Neuter/Chip<br>Cat Spay / McLennan Co Spay/Neuter/Chip                                                          |
| 8/21/2026 | JJ        | China Spring | 76633 | \$125.00 | Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip<br>Dog Neuter / McLennan Co Spay/Neuter/Chip                                         |
| 8/24/2026 | Feral 2   | West         | 76691 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/24/2026 | Feral 3   | West         | 76691 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/24/2026 | Feral 4   | West         | 76691 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                                                                   |
| 8/24/2026 | Gypsy     | China Spring | 76633 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/24/2026 | Clover    | Waco         | 76705 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/24/2026 | Moss      | Waco         | 76705 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                                                                     |
| 8/25/2026 | Molly     | Axtell       | 76624 | \$125.00 | Dog Spay / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                           |
| 8/25/2026 | Fabio     | Hewitt       | 76643 | \$125.00 | Dog Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                         |
| 8/25/2026 | Sunshine  | Waco         | 76705 | \$85.00  | Cat Spay / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                           |
| 8/25/2026 | Tyga      | Robinson     | 76706 | \$75.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                         |
| 8/25/2026 | Cthula    | Hewitt       | 76643 | \$75.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                         |
| 8/25/2026 | Shadow    | Lorena       | 76655 | \$75.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                         |
| 8/25/2026 | T'Challa  | Hewitt       | 76643 | \$75.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                         |

|           |            |              |       |          |                                                                                                     |
|-----------|------------|--------------|-------|----------|-----------------------------------------------------------------------------------------------------|
| 8/25/2026 | Grayson    | Waco         | 76705 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/25/2026 | Yuki       | Waco         | 76706 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/25/2026 | Snow White | Waco         | 76706 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/25/2026 | Tinkerbell | Waco         | 76705 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/25/2026 | DG #10     | China Spring | 76633 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/25/2026 | Itty Bitty | West         | 76691 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/25/2026 | 25         | Valley Mills | 76689 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/26/2026 | M Jagger   | Axtell       | 76624 | \$125.00 | Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip<br>Dog Neuter / McLennan Co Spay/Neuter/Chip |
| 8/26/2026 | Smokey     | Elm Mott     | 76640 | \$75.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip<br>Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip |
| 8/26/2026 | Kitty 3    | China Spring | 76633 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/26/2026 | Kitty 4    | China Spring | 76633 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/27/2026 | Wiskers    | Waco         | 76705 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/27/2026 | Midnight   | Waco         | 76705 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/27/2026 | Oreo       | Waco         | 76705 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/27/2026 | Jarl       | Waco         | 76705 | \$50.00  | Cat Neuter / McLennan Co Spay/Neuter/Chip                                                           |
| 8/27/2026 | RB #1      | Waco         | 76705 | \$60.00  | Cat Spay / McLennan Co Spay/Neuter/Chip                                                             |
| 8/29/2026 | Gracie     | Waco         | 76705 | \$25.00  | Microchip (24 PetWatch) / McLennan Co Spay/Neuter/Chip                                              |

\$5,900.00

**FINAL PLAT OF  
SUBDIVISION OF LOTS 1-3, BLK 1,  
J P LYNCH ADDITION  
TO McLENNAN COUNTY, TEXAS  
PRECINCT 1**

On this the 15<sup>th</sup> day of September, 2026, there came before the Commissioner's Court the matter of approving the final plat of land being SUBDIVISION OF LOTS 1-3, BLK 1, J P LYNCH ADDITION to McLennan County, Texas according to the Plat of said addition submitted by Bowman Consulting.

Upon motion being made by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_  
and duly passed, said subdivision plat was approved by the Court. Approval of the plat does not constitute any obligation on the part of the County for maintenance of any road(s) or other improvements.



STATE OF TEXAS  
COUNTY OF MCLENNAN

being all of that tract of land located in McLennan County, Texas, being out of the W. W. Hill Survey, Abstract No. 450, and being all of that called 5.00 acre tract of land described as Tract 1 in a deed to James R. Lynch as recorded in McLennan County Clerk's Document (M.C.C.D.) 2007016496 of the Official Public Records of McLennan County, Texas (O.P.R.M.C.T.), all of that called 5.00 acre tract of land described as Tract 2 in a deed to James R. Lynch as recorded in M.C.C.D. 2007016496 of said O.P.R.M.C.T., all of that called 1.07 acre tract of land described in a deed to James R. Lynch and Ernest N. Roach, Jr. described as Tract 1 as recorded in Volume 1849, Page 731 of the Deed Records of McLennan County, Texas (D.R.M.C.T.), all the remainder of a called 15.275 acre tract of land described as Tract 2 in a deed to James R. Lynch and Ernest N. Roach, Jr. described as Tract 1 as recorded in Volume 1849, Page 731 of said D.R.M.C.T., and all of that called 7.60 acre tract of land described in a deed to Paula Diane Lynch as recorded in M.C.C.D. 2002018094 of said O.P.R.M.C.T., and being further described as follows:

**BEGINNING** at a cotton spindle set, having a coordinate of **N 104°43'51.48"E 325'1126.38"**, in the west line of Harding Lane (20' County Road) and being the northeast corner of said 7.60 acre tract, same being the southeast corner of a called 20.275 acre tract of land described in a deed to Don Martin and Terri Lyn Martin as recorded in M.C.C.D. 2004049969 of said O.P.R.M.C.T., from which a 3-inch metal corner post found bears South 59 degrees 55 minutes 00 seconds West, a distance of 6.73 feet for reference;

**THENCE South 30 degrees 10 minutes 00 seconds East, 470.35 feet** with the west line of said Harding Lane and part way with the northeast line of said 7.60 acre tract and said 1.07 acre tract to a 1/2-inch steel rod capped "BOWMAN" set for the southeast corner of said 1.07 acre tract and in the northeast line of a called 30.02 acre tract of land described as Tract 2 in a deed to Matthew Wayne Blair as recorded in M.C.C.D. 2002027884 of said O.P.R.M.C.T.;

**THENCE South 59 degrees 55 minutes 26 seconds West, 767.62 feet** part way with the southeast line of said 1.07 acre tract and said 7.60 acre tract, the northwest of said 30.02 acre tract and with the northeast line of a called 95.761 acre tract of land described in a deed to Keith Edward White and wife, Laura Leigh White as recorded in M.C.C.D. 2015002863 of said O.P.R.M.C.T., to a 3/8 inch iron rod found for corner, from which a 1/2-inch steel rod found for the northeast corner of said 95.761 acre tract, same being the northeast corner of said 30.02 acre tract bears North 59 degrees 55 minutes 26 seconds West, a distance of 725.93 feet;

**THENCE South 55 degrees 00 minutes 04 seconds West, 97.60 feet** part way with the southeast line of said 7.60 acre tract, the remainder of said 15.275 acre tract, and with the northeast line of said 95.761 acre tract to a 3/8-inch steel rod found for corner;

**THENCE South 60 degrees 04 minutes 44 seconds West, 1111.45 feet** part way with the southeast line of the remainder of said 15.275 acre tract, and said Tract 1 (5.00 acres), the northwest line of said 95.761 acre tract and a 19.699 acre tract of land described in a deed to Brent Dwayne Brown and Jennifer Annette Duschmann as recorded in M.C.C.D. 2003046260 of said O.P.R.M.C.T., to a 1/2-inch steel rod capped "BOWMAN" set for the southwest corner of said Tract 1 (5.00 acres), same being the southwest corner of the remainder of a called 27.754 acre tract of land described in a deed to Brent Brown and wife, Jennifer Brown as recorded in M.C.C.D. 2005011627 of said O.P.R.M.C.T., from which a 1/2-inch iron rod found for the northwest corner of said 95.761 acre tract, same being the northeast corner of said 19.699 acre tract bears North 60 degrees 04 minutes 44 seconds West, a distance of 132.62 feet;

**THENCE North 30 degrees 23 minutes 29 seconds West, 805.77 feet** part way with the southwest line of said Tract 1 (5.00 acres) and Tract 2 (5.00 acres), and with the northeast line of said 27.754 acre tract for the northeast corner of the northeast corner of said Tract 2 (5.00 acres), same being the most westerly southwest corner of said 20.275 acre tract, from which a 1/2-inch iron rod found bears North 30 degrees 23 minutes 29 seconds West, a distance of 132.61 feet for reference;

**THENCE North 59 degrees 46 minutes 22 seconds East, 655.58 feet** with the northeast line of said Tract 2 (5.00 acres), same being a southeast line of said 20.275 acre tract to a 1/2-inch iron rod found for the northeast corner of said Tract 2 (5.00 acres) and for and interior corner of said 20.275 acre tract;

**THENCE South 30 degrees 16 minutes 03 seconds East, 1323.31 feet** with the northeast line of said Tract 2, same being a southwest line of said 20.275 acre tract to a 1/2-inch iron rod found in the northwest line of the remainder of said 15.275 acre tract and for the southeast corner of said Tract 2, and for an exterior corner of said 20.275 acre tract;

**THENCE North 59 degrees 50 minutes 00 seconds East, 1323.31 feet** with the southeast line of said 20.275 acre tract, same being the northeast line of the remainder of said 15.275 acre tract and part way with the northeast line of said 7.60 acre tract to the **POINT OF BEGINNING** and containing 26.480 acres of land of which 0.108 acre tract is dedicated as right-of-way, leaving a **TOTAL of 28.372 acres** of land.

OWNER'S DECLARATION

STATE OF TEXAS  
COUNTY OF MCLENNAN

That, James R. Lynch and Paula D. Lynch, being the owner of the property described above and wishing to subdivide same into lot and block, do hereby adopt the plat attached hereto and titled: **FINAL PLAT OF THE J P LYNCH ADDITION LOTS 1-3, BLOCK 1 TO MCLENNAN COUNTY, TEXAS**, being all of that called 5.00 acre tract of land described as Tract 1 in a deed to James R. Lynch as recorded in McLennan County Clerk's Document (M.C.C.D.) 2007016496 of the Official Public Records of McLennan County, Texas (O.P.R.M.C.T.), all of that called 5.00 acre tract of land described as Tract 2 in a deed to James R. Lynch as recorded in M.C.C.D. 2007016496 of said O.P.R.M.C.T., all of that called 1.07 acre tract of land described in a deed to James R. Lynch and Ernest N. Roach, Jr. described as Tract 1 as recorded in Volume 1849, Page 731 of the Deed Records of McLennan County, Texas (D.R.M.C.T.), all the remainder of a called 15.275 acre tract of land described as Tract 2 in a deed to James R. Lynch and Ernest N. Roach, Jr. described as Tract 1 as recorded in Volume 1849, Page 731 of said D.R.M.C.T., and all of that called 7.60 acre tract of land described in a deed to Paula Diane Lynch as recorded in M.C.C.D. 2002018094 of said O.P.R.M.C.T., and being further described as follows: **LOT 1 0.595 Acres**, **LOT 2 20.588 Acres**, **LOT 3 5.189 Acres**, same being the southwest corner of the remainder of a called 27.754 acre tract of land described in a deed to Brent Brown and wife, Jennifer Brown as recorded in M.C.C.D. 2005011627 of said O.P.R.M.C.T., from which a 1/2-inch iron rod found for the northwest corner of said 95.761 acre tract, same being the northeast corner of said 19.699 acre tract bears North 60 degrees 04 minutes 44 seconds West, a distance of 132.62 feet;

By: *James R. Lynch*  
James R. Lynch  
606 Harding Lane  
Moody, Texas 76557

By: *Paula D. Lynch*  
Paula D. Lynch  
606 Harding Lane  
Moody, Texas 76557

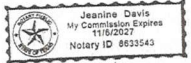
STATE OF TEXAS  
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, James R. Lynch, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27 day of Aug, 2025.

Notary Public in and for the State of Texas

My Commission Expires



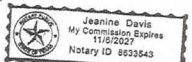
STATE OF TEXAS  
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Paula D. Lynch, known to me to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27 day of Aug, 2025.

Notary Public in and for the State of Texas

My Commission Expires



STATE OF TEXAS  
COUNTY OF MCLENNAN

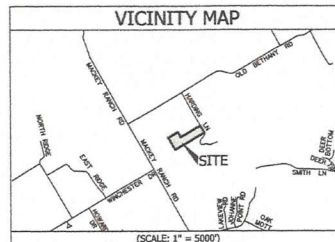
I hereby certify that the above and foregoing plat and field notes of the property described above and wishing to subdivide same into lot and block, do hereby adopt the plat attached hereto and titled: **FINAL PLAT OF THE J P LYNCH ADDITION LOTS 1-3, BLOCK 1 TO MCLENNAN COUNTY, TEXAS**, being all of that called 5.00 acre tract of land described as Tract 1 in a deed to James R. Lynch as recorded in McLennan County Clerk's Document (M.C.C.D.) 2007016496 of the Official Public Records of McLennan County, Texas (O.P.R.M.C.T.), all of that called 5.00 acre tract of land described as Tract 2 in a deed to James R. Lynch as recorded in M.C.C.D. 2007016496 of said O.P.R.M.C.T., all of that called 1.07 acre tract of land described in a deed to James R. Lynch and Ernest N. Roach, Jr. described as Tract 1 as recorded in Volume 1849, Page 731 of the Deed Records of McLennan County, Texas (D.R.M.C.T.), all the remainder of a called 15.275 acre tract of land described as Tract 2 in a deed to James R. Lynch and Ernest N. Roach, Jr. described as Tract 1 as recorded in Volume 1849, Page 731 of said D.R.M.C.T., and all of that called 7.60 acre tract of land described in a deed to Paula Diane Lynch as recorded in M.C.C.D. 2002018094 of said O.P.R.M.C.T., and being further described as follows: **LOT 1 0.595 Acres**, **LOT 2 20.588 Acres**, **LOT 3 5.189 Acres**, same being the southwest corner of the remainder of a called 27.754 acre tract of land described in a deed to Brent Brown and wife, Jennifer Brown as recorded in M.C.C.D. 2005011627 of said O.P.R.M.C.T., from which a 1/2-inch iron rod found for the northwest corner of said 95.761 acre tract, same being the northeast corner of said 19.699 acre tract bears North 60 degrees 04 minutes 44 seconds West, a distance of 132.62 feet;

McLennan County Commissioner's Court

By: *Scott M. Felton*  
Scott M. Felton  
McLennan County Judge

This area reserved for county recordation information.

| Line Table |                |        |
|------------|----------------|--------|
| Line #     | Direction      | Length |
| L1         | S55° 00' 04" W | 97.60  |
| L2         | S30° 16' 03" E | 333.86 |
| L3         | N30° 10' 00" W | 160.58 |
| L4         | N61° 18' 07" E | 163.42 |
| L5         | N74° 07' 55" E | 107.97 |
| L6         | S30° 23' 29" E | 113.48 |
| L7         | S28° 00' 00" E | 333.33 |



LEGEND

- 1/2-inch Steel Rod Capped "BOWMAN" Set
- Cotton Spindle Set
- 1/2-inch Steel Rod Found (Unless noted otherwise)
- [ ] Recorded Information
- U.E. Utility Easement
- M.C.C.D. McLennan County Clerk's Document
- D.R.M.C.T. Deed Records of McLennan County, Texas
- O.P.R.M.C.T. Official Public Records of McLennan County, Texas

NOTES:

- Bearings, distances, and acreage are based, NAD83 State Plane Coordinate System, Texas Central Zone 4203.
- This survey was prepared without the benefit of a current title report/commitment. There may be easements, restrictions, and/or covenants affecting this property, not shown here.
- By graphic platting only, the subject property shown herein appears to be located in F.E.M.A. Other Areas Zone "C" (Area of Minimal Flood Hazard) according to the Flood Insurance Rate Map Community Panel Number 48399C0203, having a effective date of September 19, 2008. This surveyor makes no guarantee as to the accuracy of said F.E.M.A. Flood Insurance Rate Map.
- Electric Provided by Oncor.
- Water Provided by Spring Valley WSC, CCN# 11287.
- Sewer Provided by OSSF.
- Subject Property is located in Bruceville-Eddy ISD.
- Southwest ± 2165' from Intersection of Old Bethany Road and Harding Lane per Google Earth

FINAL PLAT  
J P LYNCH ADDITION  
LOTS 1-3, BLOCK 1  
TO MCLENNAN COUNTY, TEXAS

26.372 ACRES OUT OF THE W. W. HILL SURVEY, ABSTRACT NO. 450, MCLENNAN COUNTY, TEXAS

BEING ALL OF THAT CALLED 5.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO JAMES R. LYNCH AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 2007016496 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS, ALL OF THAT CALLED 5.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN A DEED TO JAMES R. LYNCH AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 2007016496 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS, ALL OF A CALLED 1.07 ACRE TRACT OF LAND DESCRIBED IN A DEED TO JAMES R. LYNCH AND ERNEST N. ROACH, JR. AS RECORDED IN VOLUME 1849, PAGE 731 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS, AND ALL OF THE REMAINDER OF A CALLED 15.275 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN A DEED TO JAMES R. LYNCH AND ERNEST N. ROACH, JR. AS RECORDED IN VOLUME 1849, PAGE 731 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS

Bowman Job No.: 211302 Drawn By: WBJ

Sheet 1 of 1 Reviewed By: DMC

Property Address: 606 Harding Lane, Moody, Texas 76557 Prepared For: Paula Lynch

I, the undersigned, do hereby certify that the plat as shown herein was prepared from an on-the-ground survey performed by me or under my supervision and completed on December 5, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

*David Wayne Coburn* Date: August 26, 2025  
A.P.L.C. 6094



This area reserved for county recordation information.

STATE OF TEXAS  
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Samuel Fisher, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27 day of August, 2025.

Notary Public in and for the State of Texas

My Commission Expires 10/26/2027



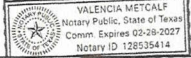
STATE OF TEXAS  
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Donna Koester, known to me to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27 day of August, 2025.

Notary Public in and for the State of Texas

My Commission Expires FEB 28 2027



Property on which you hold a Deed of Trust: All that tract of land described in a deed of trust recorded in Document No. 202035396 of the Official Public Records of McLennan County

NAME OF DEED OF TRUST HOLDER: TFBH Your Bank for Life 2700 W. Hwy 94 McGregor, Texas 76557

This statement certifies that planning materials and a facility suitability report prepared by [Name] on the day of [Month], 2025, has been submitted and accepted for this subdivision plat. Individual On-Site Sewage Facility designs must be submitted for approval for this lot, and built to Texas Commission on Environmental Quality (TCEQ) regulations prior to occupation of the residence. This subdivision plat approved and accepted by the West-McLennan County Health District on this day of [Month], 2025.

Teresa Wells, Environmental Health Manager or Designated Representative



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                       |                                    |  | 1. CONTRACT ID CODE                                                                                                                                                            |  | PAGE 1 OF 4 PAGES                                                          |  |
| 2. AMENDMENT/MODIFICATION NUMBER<br>P00003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       | 3. EFFECTIVE DATE<br>See Block 16C |  | 4. REQUISITION/PURCHASE REQUISITION NUMBER<br>See Schedule                                                                                                                     |  | 5. PROJECT NUMBER (If applicable)                                          |  |
| 6. ISSUED BY CODE 70CDCR<br>DETENTION COMPLIANCE AND REMOVALS<br>ICE Office of Acquisition Management<br>500 12th St SW<br>WASHINGTON DC 20024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                       |                                    |  | 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR<br>ICE/Detention Compliance & Removals<br>ICE Office of Acquisition Management<br>500 12th St SW<br>Washington DC 20024 |  |                                                                            |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)<br>MC LENNAN COUNTY OF<br>215 N 5TH SUITE 226<br>WACO TX 767011364                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                       |                                    |  | (X)                                                                                                                                                                            |  |                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                    |  | 9A. AMENDMENT OF SOLICITATION NUMBER                                                                                                                                           |  |                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                    |  | 9B. DATED (SEE ITEM 11)                                                                                                                                                        |  |                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                    |  | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER<br>80-10-0033<br>70CDCR26FIGR00037                                                                                                  |  |                                                                            |  |
| CODE M69EWFNBMSY3 FACILITY CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                    |  | (X)                                                                                                                                                                            |  |                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                    |  | 10B. DATED (SEE ITEM 13)<br>06/15/2026                                                                                                                                         |  |                                                                            |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:<br>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If<br>by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic<br>communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$15,000.00<br>See Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| CHECK ONE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.                                                                   |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                              |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | D. OTHER (Specify type of modification and authority)<br>IAW USMS IGA 80-10-0033                                                                                                                                      |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| <b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>See continuation page                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |                                    |  |                                                                                                                                                                                |  |                                                                            |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                    |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)                                                                                                                     |  |                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                    |  | GENNA BRADEN                                                                                                                                                                   |  |                                                                            |  |
| 15B. CONTRACTOR/OFFEROR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                       | 15C. DATE SIGNED                   |  | 16B. UNITED STATES OF AMERICA                                                                                                                                                  |  | 16C. DATE SIGNED                                                           |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                    |  | GENNA M<br>BRADEN                                                                                                                                                              |  | Digitally signed by GENNA M<br>BRADEN<br>Date: 2026.06.26 09:18:40 -05'00' |  |
| (Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |                                    |  | (Signature of Contracting Officer)                                                                                                                                             |  |                                                                            |  |

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

80-10-0033/70CDCR26FIGR00037/P00003

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR

MC LENNAN COUNTY OF

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|---------------|
|                 | <p>UEI: M69EWFNBMSY3<br/>County POC: Regan Copeland<br/>Email: Regan.Copeland@co.mclennan.tx.us</p> <p>COR: Latrice Williams<br/>Phone: (480) 267-3813<br/>Email: Latrice.J.Williams@ice.dhs.gov</p> <p>ACOR: Dylan Hopkins<br/>Phone: (202) 487-9698<br/>Email: Robert.Hopkins@ice.dhs.gov</p> <p>Contracting Officer: Marland Clark<br/>Phone: (202) 913-0308<br/>Email: Marland.Clark@ice.dhs.gov</p> <p>There is one requisition associated with this modification: 192126FHOJACK0005.4</p> <p>The purpose of this modification is to add funding to CLIN 0001 for Detention Services in the amount of \$15,000.00 for ICE detainees at McLennan County/Jack Harwell Detention Center under United States Marshall Intergovernmental Agreement (IGA) 80-10-0033.</p> <p>The total value of this task order increases:</p> <p>From: \$15,000.00<br/>By: \$15,000.00<br/>To: \$30,000.00</p> <p>The total funding for this task order is \$30,000.00.</p> <p>All other terms and conditions remain the same.</p> <p>For inquiries related to this agreement or ICE detainee information, the provider (including any subcontractors) must not make any public disclosures concerning this agreement or ICE detainee information without prior review and approval from ICE.</p> <p>The funding provided in this contract is the amount presently available for payment and allotted to this contract. The service provider<br/>Continued...</p> |                 |             |                   |               |

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)

Sponsored by GSA FAR (48 CFR) 53.110

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

80-10-0033/70CDCR26FIGR00037/P00003

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR

MC LENNAN COUNTY OF

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|---------------|
| 0001            | <p>agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this contract. The service provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Discount Terms:<br/>Net 30<br/>Period of Performance: 03/01/2026 to 02/28/2027</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION SERVICES<br/>Bed Day Rate 3/1/26 - 4/30/26: \$84.12<br/>Guard/Transportation Hourly Rate: \$28.14</p> <p>Bed Day Rate 5/1/26: \$112.00<br/>Guard/Transportation Hourly Rate: \$40.83</p> <p>As a result, total funding for this CLIN is increased</p> <p>From: \$15,000.00<br/>By: \$15,000.00<br/>To: \$30,000.00</p> <p>Requisition No: 192126FHOJACK0005,<br/>192126FHOJACK0005.1, 192126FHOJACK0005.2,<br/>192126FHOJACK0005.4</p> <p>Accounting Info:<br/>OBDET NF-000 OD 31-12-DF-J07<br/>18-62-0500-00-00-00-00 GE-25-72-00- ----- 000000<br/>Funded: \$0.00</p> <p>Accounting Info:<br/>OBDET NF-000 OD 31-12-DF-J07<br/>18-62-0500-00-00-00-00 GE-25-72-00- ----- 000000<br/>Funded: \$0.00</p> <p>Continued...</p> |                 |             |                   | 15,000.00     |



# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

80-10-0033/70CDCR26FIGR00037/P00003

PAGE 4 OF 4

NAME OF OFFEROR OR CONTRACTOR

MC LENNAN COUNTY OF

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)                                                                                                                                                                                                                                                   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|---------------|
|                 | Accounting Info:<br>OBDETNF-000 OD 31-12-DF-J07<br>18-62-0500-00-00-00-00 GE-25-72-00-000000<br>-----<br>--- 000000<br>Funded: \$0.00<br>Accounting Info:<br>NONE000-000 C1 31-12-DF-J07<br>18-62-0500-00-00-00-00 GE-25-72-00- ----- ---<br>000000<br>Funded: \$15,000.00 |                 |             |                   |               |

|                                                                                                                                                   |  |                                                                                                                                                                                |                                                                                      |                                                                   |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                         |  |                                                                                                                                                                                | 1. CONTRACT ID CODE                                                                  |                                                                   | PAGE 1 OF 3 PAGES |
| 2. AMENDMENT/MODIFICATION NUMBER<br>P00003                                                                                                        |  | 3. EFFECTIVE DATE<br>See Block 16C                                                                                                                                             |                                                                                      | 4. REQUISITION/PURCHASE REQUISITION NUMBER<br>192126FHOMCJ00004.2 |                   |
| 5. PROJECT NUMBER (If applicable)                                                                                                                 |  |                                                                                                                                                                                |                                                                                      |                                                                   |                   |
| 6. ISSUED BY<br>CODE 70CDCR<br>DETENTION COMPLIANCE AND REMOVALS<br>ICE Office of Acquisition Management<br>500 12th St SW<br>WASHINGTON DC 20024 |  | 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR<br>ICE/Detention Compliance & Removals<br>ICE Office of Acquisition Management<br>500 12th St SW<br>Washington DC 20024 |                                                                                      |                                                                   |                   |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)<br>MC LENNAN COUNTY OF<br>215 N 5TH SUITE 226<br>WACO TX 767011364 |  |                                                                                                                                                                                | 9A. AMENDMENT OF SOLICITATION NUMBER<br>(X)                                          |                                                                   |                   |
|                                                                                                                                                   |  |                                                                                                                                                                                | 9B. DATED (SEE ITEM 11)<br><input type="checkbox"/>                                  |                                                                   |                   |
|                                                                                                                                                   |  |                                                                                                                                                                                | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER<br>80-99-0119<br>70CDCR26FIGR00038<br>(X) |                                                                   |                   |
|                                                                                                                                                   |  |                                                                                                                                                                                | 10B. DATED (SEE ITEM 13)<br>03/04/2026                                               |                                                                   |                   |
| CODE M69EWFNBMSY3                                                                                                                                 |  | FACILITY CODE                                                                                                                                                                  |                                                                                      |                                                                   |                   |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,100.00  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

|                                     |                                                                                                                                                                                                                       |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK ONE                           | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.                                                                   |
| <input type="checkbox"/>            |                                                                                                                                                                                                                       |
| <input type="checkbox"/>            | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/>            | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                              |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)<br>IAW USMS IGA 80-99-0119                                                                                                                                      |

**E. IMPORTANT:** Contractor ☒ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
See continuation page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|                                               |                  |                                                                                              |                                                                                             |
|-----------------------------------------------|------------------|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>GENNA BRADEN                   |                                                                                             |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br><b>GENNA M BRADEN</b><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>Digitally signed by GENNA M BRADEN<br>Date: 2026.08.26 10:10:16 -05'00' |
| (Signature of person authorized to sign)      |                  |                                                                                              |                                                                                             |

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243



# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

MC LENNAN COUNTY OF

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|---------------|
|                 | <p>UEI: M69EWFNBMSY3<br/>County POC: Regan Copeland<br/>Email: Regan.Copeland@co.mclennan.tx.us</p> <p>COR: Latrice Williams<br/>Phone: (480) 267-3813<br/>Email: Latrice.J.Williams@ice.dhs.gov</p> <p>ACOR: Dylan Hopkins<br/>Phone: (202) 487-9698<br/>Email: Robert.Hopkins@ice.dhs.gov</p> <p>Contracting Officer: Marland Clark<br/>Phone: (202) 913-0308<br/>Email: Marland.Clark@ice.dhs.gov</p> <p>There is one requisition associated with this modification: 192126FHOMCJ00004.2</p> <p>The purpose of this modification is to add funding to CLIN 0001 for Detention Services in the amount of \$3,100.00 for ICE detainees at McLennan County Jail under United States Marshall Intergovernmental Agreement (IGA) 80-99-0119.</p> <p>The total value of this task order increases:</p> <p>From: \$6,000.00<br/>By: \$3,100.00<br/>To: \$9,100.00</p> <p>The total funding for this task order is \$9,100.00.</p> <p>All other terms and conditions remain the same.</p> <p>For inquiries related to this agreement or ICE detainee information, the provider (including any subcontractors) must not make any public disclosures concerning this agreement or ICE detainee information without prior review and approval from ICE.</p> <p>The funding provided in this contract is the amount presently available for payment and allotted to this contract. The service provider</p> <p>Continued...</p> |                 |             |                   |               |

| NAME OF OFFEROR OR CONTRACTOR<br>MC LENNAN COUNTY OF |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |             |                   |               |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|---------------|
| ITEM NO.<br>(A)                                      | SUPPLIES/SERVICES<br>(B)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
| 0001                                                 | <p>agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this contract. The service provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Discount Terms:<br/>Net 30<br/>Period of Performance: 03/01/2026 to 02/28/2027</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION SERVICES<br/>Bed Day Rate: \$75.00</p> <p>As a result, total obligation for this CLIN is increased</p> <p>From: \$6,000.00<br/>By: \$3,100.00<br/>To: \$9,100.00</p> <p>Accounting Info:<br/>OBDET NF-000 OD 31-12-DF-J07<br/>18-62-0500-00-00-00-00 GE-25-72-00- ----- 000000<br/>Funded: \$0.00</p> <p>Accounting Info:<br/>OBDET NF-000 OD 31-12-DF-J07<br/>18-62-0500-00-00-00-00 GE-25-72-00- ----- 000000<br/>Funded: \$0.00</p> <p>Accounting Info:<br/>NONE000-000 C1 31-12-DF-J07<br/>18-62-0500-00-00-00-00 GE-25-72-00- ----- 000000<br/>Funded: \$3,100.00</p> |                 |             |                   | 3,100.00      |

## **INTERLOCAL COOPERATIVE AGREEMENT**

This agreement is made by and entered into between the City of McGregor, (hereinafter "City") and McLennan County, (hereinafter "County") Texas.

**WHEREAS**, it is in the best interests of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

**WHEREAS**, the County can provide the services promised below more efficiently and less expensively than the City; and

**WHEREAS**, the County is willing to provide the work and materials needed for project defined herein in consideration of payment of a sum in an amount that fairly compensates the County for the materials provided and work performed; and

**WHEREAS**, City and County have found it advisable to enter into an Interlocal Cooperation Act Agreement wherein the County agrees to provide the governmental functions described below as authorized by Chapter 791, Government Code (formerly Article 4413 (32c), TEX. REV. CIV. STAT. ANN) after authorization by the County Commissioners' Court as required by the statute.

**NOW, THEREFORE**, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

### Section I: County Obligation.

Reconstruct Middle Windsor Road located within the City limits in accordance with the specification attached hereto as Exhibit "A" and incorporated by reference herein.

### Section II: City Obligation.

In return for the County's performance of its obligation set forth above, the City shall pay the County the total sum of \$39,300 as set out in the estimate attached hereto as part of Exhibit "A." This is an estimate, and should the County's hours to complete the project take longer or the amount of base needed be more than estimated, the City agrees to reimburse the County for any overage. Payment is due within 30 days of the completion of the Project, and shall be made by a check payable to McLennan County delivered to the McLennan County Treasurer.

### Section II: Miscellaneous Terms.

- (a) Easements, Right of Way Grants, and Approvals: City agrees to obtain all easements, right of way grants, or approvals necessary, if any, for the County to perform its obligation defined herein.
- (b) No Continuing Responsibility: This agreement is for the work/services described only, and does not include subsequent provision of services, maintenance, repair, or monitoring.

- (c) Precinct Recommendation: To ensure longevity of a reconstruct road project, the County recommends to apply a second chip seal coat the following year and also may recommend additional base material during the construction of the project.
- (d) Current Revenues: Performance under this Agreement by the parties is to be undertaking solely from current revenues available to the parties.
- (e) Approval of Contract: This Agreement was approved by the governing bodies of both parties.

This agreement may be executed in multiple counterparts, each of which constitutes an original.

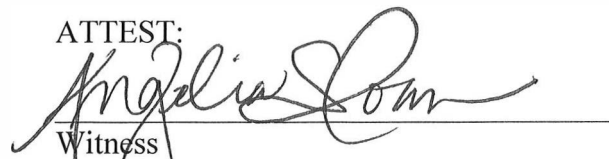
EXECUTED on the \_\_\_\_\_ day of September, 2026.



CITY OF MCGREGOR

  
\_\_\_\_\_  
City Manager

ATTEST:

  
\_\_\_\_\_  
Witness

MCLENNAN COUNTY, TEXAS

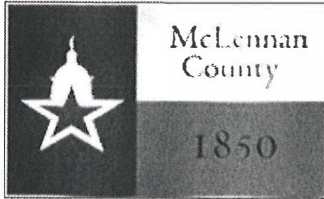
\_\_\_\_\_  
County Judge Scott M. Felton

ATTEST:

J.A. "Andy" Harwell, County Clerk  
McLennan County, Texas

\_\_\_\_\_  
By: Deputy County Clerk

# EXHIBIT A



McLennan County Precinct 4  
3046 Orion Road  
McGregor, Texas 76657  
(254) 759-5637

## ESTIMATE

| Date      |
|-----------|
| 8/25/2026 |

### City of McGregor

| Description                                                           | Total Amount |
|-----------------------------------------------------------------------|--------------|
| Reconstruction of Middle Windsor<br>- 2700' @ \$11.00 per linear foot | \$29,700     |
| 1,200 tons of base material @ \$8.00 per ton                          | \$9,600      |
| <b>TOTAL</b>                                                          | \$39,300     |



**Dealer: Texas Office Systems**

Agreement Number

## Your Business Information

McLennan County District Clerk's Office

|                                                                  |                              |                        |       |
|------------------------------------------------------------------|------------------------------|------------------------|-------|
| Full Legal Name of Lessee                                        | DBA Name of Lessee           | Tax ID # (FEIN/TIN)    |       |
| 2124 N. 25th Street                                              | Waco                         | TX                     | 76708 |
| Billing Address: Street                                          | City                         | State                  | ZIP+4 |
| McLennan County Auditor's Office                                 | 254-757-5156                 |                        |       |
| Billing Contact Name                                             | Billing Contact Phone #      | Billing Account #      |       |
| 501 Washington Avenue, Suite 300                                 | Waco                         | TX                     | 76701 |
| Installation Address (if different from billing address): Street | City                         | State                  | ZIP+4 |
| Connley Litton                                                   | 254-757-5054                 |                        |       |
| Installation Contact Name                                        | Installation Contact Phone # | Installation Account # |       |
|                                                                  |                              |                        |       |
| Fiscal Period (from – to)                                        | Lessee PO #                  | Delivery Account #     |       |

## Your Business Needs

| Qty | Business Solution Description                                   |
|-----|-----------------------------------------------------------------|
| 1   | PitneyShip Pro Certified Mail Software (100 transactions/month) |
| 1   | PitneyShip Cube                                                 |
| 1   | Installation, Training and Ongoing Service/Support              |
|     |                                                                 |
|     |                                                                 |
|     |                                                                 |
|     |                                                                 |
|     |                                                                 |

**Check items to be included in Lessee's payment**

☒ Service performed by Dealer or other third party  
Texas Office Systems

☐ **Standard Service Level Agreement, service performed by PBI** – see SLA terms in Pitney Bowes State and Local Fair Market Lease Terms (Dealers)

☐ **Software Maintenance (additional terms apply)** - Provides revision updates & technical assistance

☐ **Meter Services**☐ Value Based Services (not including USPS fees which will be charged separately)

**☑ Purchase Power®** - A line of credit providing a convenient way to mail now and pay later. Consolidate meter postage, permit postage and supplies under one account – see Pitney Bowes State and Local Fair Market Value Lease Terms (Dealers)

**If green products are identified on this Agreement, the equipment covered herein includes remanufactured products that have gone through our factory certification testing process.**

## Settlement Information

☐ **Competitive Buyout:** At your request, we included in the amount we used to calculate your Monthly Payment the sum of \$ \_\_\_\_\_ ("Pay Off Amount"), which we will pay to you by check. You shall use the Pay Off Amount to reduce, or discharge, your obligations on your lease with \_\_\_\_\_ (former lessor), lease # \_\_\_\_\_, dated \_\_\_\_\_ (See Section 10 of the Pitney Bowes Terms (Dealers) which are available at [www.pb.com/dealertermsslmv](http://www.pb.com/dealertermsslmv))

☐ **PBGFS Trade-Up/Competitive Buyout:** You understand that the balance owed from your existing lease # \_\_\_\_\_ ("Existing Lease") with PBGFS or your competitive buyout balance referenced above has been carried forward onto this Agreement and represents more than 50% of the cost of the Pitney Bowes equipment on this Agreement.

## Your Payment Plan

| Number Of Months | Monthly Amount* | Billing Frequency |
|------------------|-----------------|-------------------|
| First 36         | \$250.00        | Quarterly         |
| Next             |                 |                   |
|                  |                 |                   |

**Initial Term: 36 Months**

☐ Tax Exempt Certificate Attached

☐ Tax Exempt Certificate Not Required

**\*Does not include any applicable sales, use, or property taxes which will be billed separately.**

### Your Signature Below

**Non-Appropriations.** You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment and any Meters at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including those located in the Pitney Bowes State and Local Fair Market Value Lease Terms (Dealers), which are available at <https://www.pitneybowes.com/us/dealerterms/fmv.html> and are incorporated herein by reference. You acknowledge that you may not cancel the lease for any reason, except as expressly set forth in Sections 8 and 9 of the Pitney Bowes State and Local Fair Market Value Lease Terms (Dealers), and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you to provide proof of insurance. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <https://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

\_\_\_\_\_  
 Lessee Signature Date

Scott M. Felton, County Judge

| Print Name | Title |
|------------|-------|
|------------|-------|

Email Address

## Sales Information

**Alex Farmer**

Account Rep Name

## Texas Office Systems

**Dealer Name**

|                        |      |
|------------------------|------|
| Pitney Bowes Signature | Date |
|------------------------|------|

| Print Name | Title |
|------------|-------|
|------------|-------|



Dear Valued Customer:

Federal law under The USA PATRIOT Act requires us to obtain the (9) nine digit federal Taxpayer Identification Numbers (TIN) from customers that participate in a Pitney Bowes Bank product, notably Reserve Account and/or Purchase Power. Additionally, the Internal Revenue Service (IRS) requires the Pitney Bowes Bank to obtain Taxpayer Identification Numbers (TINs) from customers in order to report the free postage earned on the Reserve Account.

For Partnerships, Corporations, Banks, Government Agencies, or Non-profit Organizations, the Taxpayer Identification Number is the Federal Employee Identification Number. For Sole Proprietors, the Taxpayer Identification Number is the owner's Social Security Number.

Please complete the form below and return it with your signed contract to your dealer representative.

Thank you.

---

### INFORMATION REPLY FORM

Please indicate if your company is one of the following

|                                          |                                                          |
|------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Partnership     | State / Gov't Agency <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Sole Proprietor | Non- Profit <input type="checkbox"/>                     |
| <input type="checkbox"/> Corporation     | Foreign <input type="checkbox"/>                         |
| <input type="checkbox"/> Bank            | Other <input type="checkbox"/>                           |

Organization Name McLennan County

Street Address 2124 N 25th Street

City, State, Zip Waco, TX Date 76708

9 Digit Taxpayer Identification Number (TIN):

7 4 6 0 0 2 4 9 2

*Certification: Under penalties of perjury, I certify that: (1) The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me); (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a US person (including a U.S. resident alien). If you have been notified by the IRS that you are subject to backup withholding, cross out item 2 above.*

Signature of Principal \_\_\_\_\_ Title County Judge

---

Below for Pitney Bowes Use Only:

Pitney Bowes Customer BPN (10 Digits) \_\_\_\_\_

Postage by Phone Account (8 Digits) \_\_\_\_\_

**From:** Jason Freed <[Jason.Freed@lumenserve.com](mailto:Jason.Freed@lumenserve.com)>  
**Sent:** Wednesday, September 2, 2026 11:43 AM  
**To:** Ken Bass <[ken.bass@mclennan.gov](mailto:ken.bass@mclennan.gov)>  
**Subject:** LumenServe Renewal Information

Ken,

It was great speaking with you earlier. As discussed, LumenServe greatly appreciates McLennan County's continued partnership and the opportunity to support your critical communications infrastructure.

As a demonstration of our commitment to the County, LumenServe is pleased to extend the current service agreements for Precincts 1 and 2, which renewed on September 1, 2026, with no price increase.

Additionally, we will extend the current agreement for Precinct 4, currently scheduled to renew on January 24, 2028, with no price increase. To simplify contract administration, the agreements for Precincts 1, 2, and 4 will all be aligned with the County's Woodway site agreement and made coterminous with its renewal date of April 1, 2028.

We hope this accommodation provides additional flexibility while maintaining the service and support McLennan County has come to expect from LumenServe.

If these terms are acceptable, please acknowledge your acceptance by replying to this email.

Thank you again for your continued partnership. We value our relationship with McLennan County and look forward to continuing to serve you for years to come.

Sincerely,

**Jason Freed**  
Texas Account Manager

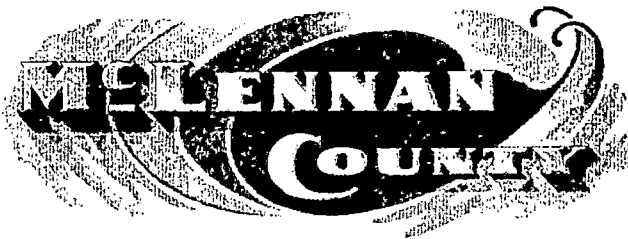
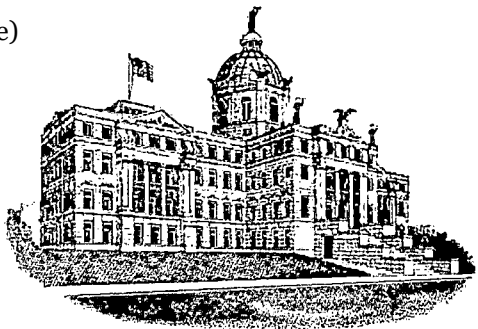


(512) 589-7598

[Jason.Freed@LumenServe.com](mailto:Jason.Freed@LumenServe.com)

[www.LumenServe.com](http://www.LumenServe.com)





WACO, TEXAS

**Ken Bass**

Director of Purchasing  
214 North 5<sup>th</sup> Street  
Waco, Texas 76701

Office: (254) 757-5016  
Fax: (254) 757-5068  
ken.bass@mclellan.gov

September 15, 2026

Re: Extension of Agreement with Indigent Healthcare Solutions (IHS)

Commissioners Court,

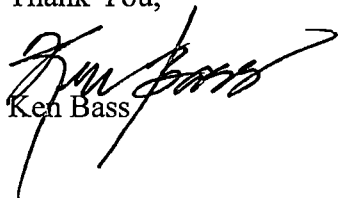
Heather Travers has contacted Purchasing and expressed a desire to extend our agreement with Indigent Healthcare Solutions (IHS) for another 2-year term. This would be the second of three renewal terms. I contacted Tonya Robison and she is agreeable at extending our agreement with no suggested changes.

IHS supplies the Electronic Health Record for all of the Health Services Programs.

If accepted by the Commissioners Court this would extend our current agreement from December 19, 2026 to December 18, 2028.

We respectfully present this information to Commissioners Court for your consideration.

Thank You,

  
Ken Bass

**RENEWAL AND EXTENSION AGREEMENT FOR PROFESSIONAL SERVICES**

between  
**Justice Benefits, Incorporated**  
and  
**McLennan County, Texas**

This Renewal and Extension Agreement is entered into by and between McLennan County, Texas (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Belt Line Road, Coppel, Texas 75019.

**WITNESSETH**

**WHEREAS**, JBI is assisting the County to obtain reimbursements through Federal Financial Participation (hereinafter "FFP"); and

**WHEREAS**, the parties desire to renew and extend the Agreement for Professional Services dated October 4, 2005 (the "Agreement"), so JBI will continue to provide professional assistance to County exploring opportunities for FFP, reviewing prospects for expansion of existing FFP, and securing FFP for the County;

**NOW, THEREFORE**, the County and JBI agree as follows.

**RENEWAL AND EXTENSION**

1. The Agreement, including all its terms, conditions, and provisions, is incorporated herein fully by reference as if copied verbatim into this paragraph.
2. The Agreement is hereby renewed and extended for an additional period of one (1) year expiring on September 30, 2027.

**MISCELLANEOUS**

To the extent that the terms of this Renewal and Extension Agreement are in conflict with the original terms of the Agreement, the terms of the original Agreement shall control except in case of dispute as to the length of the term of the Agreement in which instance these agreements shall be interpreted to renew, extend, and continue the professional services contract between the undersigned parties for the longer period of time.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Renewal and Extension Agreement as of the date written below.

**EXECUTED THIS** \_\_\_\_\_ **DAY OF** September, **2026**

**AGREED:**

**McLennan County, Texas**

\_\_\_\_\_  
**Signature**

Scott M. Felton

\_\_\_\_\_  
**Print Name**

County Judge

\_\_\_\_\_  
**Title**

**Address:**

\_\_\_\_\_  
501 Washington Ave., Room 214  
\_\_\_\_\_  
Waco, Texas 76701  
\_\_\_\_\_

**ACCEPTED BY:**

**JB, LTD., a Texas Limited Partnership**  
**By: Justice Benefits, Inc., a Texas Corporation**  
**Its: Corporate General Partner**

**By:** \_\_\_\_\_  
**Makenna Parsons**

**Regional Vice President**  
**1711 East Belt Line Road**  
**Coppell, Texas 75019**

Reviewed and approved  
*Amy Burlarley-Hyland, PE, CFM*  
**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**  
Amendment No. 2

The Effective Date of this Amendment is August 21, 2026.

**Background Information:**

|                                       |                                            |
|---------------------------------------|--------------------------------------------|
| Effective Date of Original Agreement: | <u>August 22, 2019</u>                     |
| Engineer:                             | <u>Walker Partners, LLC</u>                |
| Owner:                                | <u>McLennan County</u>                     |
| Project:                              | <u>1-02750.04 Chapel Road Improvements</u> |

**Nature of Amendment:**

1. Additional Services to be performed by Engineer
2. Modifications of Compensation to Engineer

**Description of Modifications:**

*Modifications include an increase in scope and fee of Construction Administration and Resident Project Representative Phases due to damages to the finished project by private entities other than the County's Contractor. As a result, additional construction duration was incorporated to repair the damages. A summary of additional fees is provided in Attachment No. 1.*

**Modification in Compensation:**

|                                                |                       |
|------------------------------------------------|-----------------------|
| Original Agreement Amount:                     | <u>\$1,057,660.00</u> |
| Total of previously approved changes:          | <u>\$113,100.00</u>   |
| Agreement amount prior to this change:         | <u>\$1,170,760.00</u> |
| Amendment amount:                              | <u>\$16,000.00</u>    |
| Agreement amount incorporating this Amendment: | <u>\$1,186,760.00</u> |

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

|                                       |                                                      |
|---------------------------------------|------------------------------------------------------|
| ENGINEER: <u>Walker Partners, LLC</u> | OWNER: <u>McLennan County</u>                        |
| By: <u><i>Jacob Bell</i></u>          | By: _____                                            |
| Title: <u>Senior Vice President</u>   | Title: <u>Scott M. Felton</u><br><u>County Judge</u> |
| Date Signed: <u>August 21, 2026</u>   | Date Signed: _____                                   |

**Attachment No. 1**

**Chapel Road Improvements Project - Walker Partners Fee Summary**

|                           |                                   | <b>Current Contract<br/>(Incl. Amendment No. 1)</b> | <b>Amendment No. 2</b> | <b>Revised Contract</b> |
|---------------------------|-----------------------------------|-----------------------------------------------------|------------------------|-------------------------|
| <b>Task No.</b>           | <b>Task Description</b>           | <b>Lump Sum Fee</b>                                 | <b>Lump Sum Fee</b>    | <b>Lump Sum Fee</b>     |
| <b>Basic Services</b>     |                                   |                                                     |                        |                         |
| 40                        | Final Design                      | \$351,500.00                                        | -                      | \$351,500.00            |
| 41                        | Franchise Utility Phase           | \$38,000.00                                         | -                      | \$38,000.00             |
| 42                        | Retaining Wall Design Phase       | \$8,500.00                                          | -                      | \$8,500.00              |
| 50                        | Bidding Phase                     | \$14,000.00                                         | -                      | \$14,000.00             |
| 60                        | Construction Administration Phase | \$140,100.00                                        | \$5,500.00             | \$145,600.00            |
| <b>Special Services</b>   |                                   |                                                     |                        |                         |
| 15                        | Acquisition Management            | \$63,000.00                                         | -                      | \$63,000.00             |
| 16                        | Draft Exhibit Drawings            | \$98,700.00                                         | -                      | \$98,700.00             |
| 17                        | Monument Perm. Property Corners   | \$23,100.00                                         | -                      | \$23,100.00             |
| 65                        | Horizontal & Vertical Control     | \$4,960.00                                          | -                      | \$4,960.00              |
| 70                        | Resident Project Representative   | \$252,000.00                                        | \$10,500.00            | \$262,500.00            |
| 101                       | Appraisal Reports                 | \$106,550.00                                        | -                      | \$106,550.00            |
| 102                       | Property Acquisition Negotiator   | \$70,350.00                                         | -                      | \$70,350.00             |
| <b>Total Lump Sum Fee</b> |                                   | <b>\$1,170,760.00</b>                               | <b>\$16,000.00</b>     | <b>\$1,186,760.00</b>   |

## AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

This Agreement for Information Technology Support Services is made by and between the McLennan County Community Supervision and Corrections Department (hereinafter “CSCD”) and McLennan County, Texas (hereinafter “County”). The parties agree as follows:

1. The County, through its Information Technology (IT) Department, agrees to provide IT Support Services to the CSCD at a level at least the same as currently provided by the County to the CSCD.
2. The CSCD is responsible for imputing all data to be processed by the County in a format directed by the Information Technology Department. The County shall not be responsible for input errors. The CSCD shall designate any information which is confidential or may require more stringent security procedures.
3. IT will provide network connectivity to the County network infrastructure and desktop support for connected devices. IT will host network storage for department directories and perform daily scheduled data backups for those designated directories. When applicable, IT will perform data restorations.
4. CSCD agrees to pay the County the sum of thirty-eight thousand six hundred ten dollars (\$38,610) in monthly installments of approximately three thousand two hundred seventeen dollars fifty cents (\$3,217.50) per month for the services provided by the County during the term of this Agreement. The amount may be prorated for any partial month of service. Each month’s payment shall be made by the CSCD to the county on or before the last working day of the month.
5. This Agreement shall be effective September 1, 2026 and shall continue in force until August 31, 2028, unless earlier terminated as set forth below.
6. Either party may terminate this Agreement at any time upon 30 days written notice to the other party.
7. If the level of service required by the CSCD changes, this Agreement may be amended to provide for fair and equitable compensation for the level of service to be provided

McLennan County Community  
Supervision and Corrections Department

McLennan County, Texas

By: \_\_\_\_\_  
William W. Seigman, Director

By: \_\_\_\_\_  
Scott M. Felton, County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: J.A. “Andy” Harwell, County Clerk  
McLennan County, Texas

\_\_\_\_\_  
Deputy County Clerk



## SPAY/NEUTER SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_ day of September 2026, by and between McLennan County (herein called the “County”) and Animal Birth Control Clinic, Inc. a Texas nonprofit organization, herein called (“ABC”).

**WHEREAS** ABC is a facility located in Waco, Texas that offers low-cost spay/neuter/microchip services for cats and dogs of McLennan County residents; and

**WHEREAS** stray animals are an ongoing problem in certain unincorporated areas of McLennan County; and

**WHEREAS** the spaying/neutering of dogs and cats, along with micro-chipping, is proven to be an effective tool in reducing the number of strays; and

**WHEREAS** the County desires to work with ABC to address this problem.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

ABC will perform spay/neuter/microchip services at no cost for cats and dogs owned by McLennan County residents. ABC will use its best efforts to promote the program County-wide, and will stress promotion in areas that may have economic or other barriers to obtaining such services.

**II. TERM**

The term of this agreement shall begin October 1, 2026, and end September 30, 2027, unless otherwise extended by mutual written agreement by the Parties. The Parties agree that either party has the right to terminate said agreement for any reason or for no reason, prior to the end term, by providing written notice to the other party, whereupon termination is effective thirty (30) days from the date of receipt of said notice.

**III. PAYMENT**

McLennan County will make a one-time payment to ABC in the amount of \$77,010 to provide the spay/neuter/microchip services to dogs and cats from unincorporated areas of McLennan County. The cost that will be charged against the funding provided by the County shall be on average \$25 for Microchipping, \$100 per dog and \$60 per cat (some cats will not require a microchip, and other factors may result in a lower or higher cost--- but this will generally end up averaging out to the foregoing costs per unit). ABC shall assure that the animal is from an unincorporated area of McLennan County before debiting service to the animal against the fund provided by the County.

It is understood that this funding will only cover a limited number of spay/neuter/microchip services for dogs and cats owned by McLennan County residents and no additional funding will be provided during the year. Once the funding is exhausted, the no-cost spay/neuter/microchip services for McLennan County residents will terminate.

**IV. NOTICES**

Communication and details concerning this contract shall be directed to the following contract representatives:

County

Scott M. Felton  
County Judge  
McLennan County  
501 Washington Ave., Room 214  
Waco, TX 76703  
Telephone: 757-5049

ABC

Carrie Kuehl  
Director  
Animal Birth Control Clinic  
3238 Clay Ave  
Waco, TX 76711  
Telephone: 776-7303

**V. RECORDS and REPORTS**

ABC agrees to maintain all records, correspondence, books, financial accounts and other information relating to this agreement. County reserves the right to inspect any and all records at any reasonable time.

ABC shall provide a monthly report to the County Judge's Office showing how the funding has been used. The report should contain a starting balance, the debits against the fund during the month---including the zip code and road address for each service, and an ending balance.

**VI. INDEPENDENT CONTRACTOR**

ABC shall carry out the terms of this agreement as an independent contractor and not as agent, servant, or employee of the County. Accordingly, ABC and the persons it employs to perform these services shall not receive any employee benefits. For all purposes hereunder, ABC shall be deemed to be an independent contractor, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between ABC and the County.

**VII. MISCELLANEOUS**

- (a) Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- (b) This agreement is governed by the laws of the State of Texas and venue shall be in McLennan County.
- (c) This agreement constitutes the entire agreement between the County and ABC, and all negotiations and all understandings between the parties are merged herein.
- (d) This agreement can be supplemented and/or amended only by a dated written document executed by both ABC and the County.
- (e) ABC shall not assign or transfer any right or interest in the agreement, in whole or in part, without prior written approval of the County.
- (f) This agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representative, executors, administrators, successors, and assigns.

**McLennan County**

BY: \_\_\_\_\_  
Scott M. Felton, County Judge

Date Signed: \_\_\_\_\_

**ATTEST:**

J. A. "ANDY" HARWELL, County Clerk  
McLennan County, Texas

\_\_\_\_\_  
BY: Deputy County Clerk

**ANIMAL BIRTH CONTROL CLINIC, INC.,  
("ABC")**

By: Carrie Spivey

Print Name: Carrie Spivey

Print Title: Executive Director

Date Signed: 9/1/26

### Contract for Services

McLennan County, Texas (hereinafter "County") enters into this Contract for Services with The Cove Heart of Texas, Inc. (hereinafter "Contractor").

1. County Public Purpose(s) to be Served.

Indigent care, support of paupers, protection of the public health, safety, and welfare.

2. Services to be Provided.

An after-school nurturing center for high school aged youth who are experiencing homelessness or are at risk of experiencing homelessness to meet basic human needs and provide other assistance. The Cove offers a safe place where students are fed, can shower, wash their clothes, receive tutoring, participate in educational programming. Rides are provided and in some emergency cases shelter is provided through other partners. Also available is in depth case management where youth meet with Youth Advocates to identify needs, barriers, resources, and goals, and other beneficial services.

3. Term.

From the date of the County Judge's signature below to September 30, 2027; subject to termination by the County as set forth below.

4. Payment for Services.

Lump sum payment for County Fiscal Year 2027 of \$35,625; payable within 30 days after receiving an invoice therefore.

5. Reporting.

Beginning with October 2026, the Contractor shall submit a monthly report to the County by the 15<sup>th</sup> day of the following month which includes:

- The number of students served;
- The number of meals served;
- Number of youth participating in case management;
- Rides provided;
- Number of referrals to emergency and transitional housing;
- A description of other services provided during the month; and
- A YTD revenue and expense report showing by categories revenues received, including from the County, and how they are being expended. If the County requests additional information on expenditures the Contractor shall promptly provide that information.

6. Re-Payment. Failure to provide services or to provide services at acceptable levels, use of funding for other than providing the services hereunder, or failure to provide required reports may result in termination of this Contract by the County and a demand for repayment of either all or a

pro rata portion of the funding provided by the County. Unless the situation demands immediate termination the County will give 30 days' written notice and opportunity to cure to the Contractor. On termination the County will demand repayment of either the entire amount of the funding provided by the County or a pro rata share of such funding. Repayment must be made to the County within 30 days of the demand for repayment. If the County finds it necessary to hire an attorney to enforce its rights hereunder, Contractor shall also pay to the County its attorney's fees incurred.

7. Other Terms and Conditions.

7.1 Contractor is not an employee, partner or joint venturer of the County. Contractor is an independent contractor. Contractor's employees and volunteers shall not be considered employees of the County for any purpose, including workers' compensation insurance.

7.2 This Contract may not be assigned.

7.3 No third-party beneficiaries of this Contract are intended.

7.4 **To the fullest extent allowed by law Contractor shall indemnify and hold the County harmless from any claims or damages resulting in whole or in part from it or its employees or volunteers' negligence.**

**Contractor**

The Cove Heart of Texas, Inc.

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County**

McLennan County, Texas

By: \_\_\_\_\_

Scott M. Felton, County Judge

Date: \_\_\_\_\_

### Contract for Services

McLennan County, Texas (hereinafter “County”) enters into this Contract for Services with Creative Waco. (hereinafter “Contractor”).

1. County Public Purpose(s) to be Served.

To grow the artistic and cultural life of McLennan County in order to enhance quality of life, tourism, education, and economic development.

2. Services to be Provided.

- A. To grow and support successful, sustainable arts organizations;
- B. To develop a hub of cultural activity in downtown Waco to attract residents, businesses and tourists;
- C. To engage the creative sector in revitalization, entrepreneurship and economic development;
- D. To support programs and events that highlight the artistic and cultural talents of McLennan County residents.

3. Term.

From the date of the County Judge’s signature below to September 30, 2027; subject to termination by the County as set forth below.

4. Payment for Services. \$41,250. Payment for Fiscal Year 2027 will be made within 30 days of receiving an invoice for the payment.

5. Reporting. Contractor shall provide the County with quarterly reports addressing:

- A. How the funding is being used; and
- B. Contractor’s effectiveness in serving the County’s public purpose.

The quarterly report dates are listed below:

- 1st Quarterly Report is due in February covering October – December
- 2<sup>nd</sup> Quarterly Report is due in May covering January – March
- 3<sup>rd</sup> Quarterly Report is due in August covering April – June
- 4<sup>th</sup> Quarterly Report is due in November covering July - September

6. Re-Payment. Failure to provide services or to provide services at acceptable levels, failure to use the County funding for the services promised above, or failure to provide required reports may result in termination of this Contract by the County and a demand for repayment of either all or a pro rata portion of the funding provided by the County. Unless the situation demands immediate termination the County will give 30 days' written notice and opportunity to cure to the Contractor. On termination the County will demand repayment of either the entire amount of the funding provided by the County or a pro rata share of such funding. Repayment must be made to the County within 30 days of the demand for repayment. If the County finds it necessary to hire an attorney to enforce its rights hereunder, Contractor shall also pay to the County its attorney's fees incurred.

7. Other Terms and Conditions.

7.1 Contractor is not an employee, partner or joint venturer of the County. Contractor is an independent contractor. Contractor's employees and volunteers shall not be considered employees of the County for any purpose, including workers' compensation insurance.

7.2 This Contract may not be assigned.

7.3 No third-party beneficiaries of this Contract are intended.

7.4 **To the fullest extent allowed by law Contractor shall indemnify and hold the County harmless from any claims or damages resulting in whole or in part from it or its employees or volunteers' negligence.**

**Contractor:**

Creative Waco

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County:**

McLennan County, Texas

By: \_\_\_\_\_

Scott M. Felton, County Judge

Date: \_\_\_\_\_

## **INTERLOCAL AGREEMENT BETWEEN MCLENNAN COUNTY AND WACO CRIME STOPPERS, INC.**

This Agreement is made and entered into by and between McLennan County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”, State of Texas, hereinafter referred to as “Crime Stoppers”.

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of McLennan County, and

WHEREAS, Chapter 2, Section 351.901, of the Texas Local Government Code, expressly authorizes the Commissioners Court of a county by contract to donate money to one or more Crime Stoppers organizations, as defined in the said Section, so long as the total amount of donations made in a calendar year do not exceed twenty-five thousand (\$25,000) dollars,

NOW, THEREFORE, the County hereby agrees to donate to Crime Stoppers the sum of seven thousand five hundred dollars (\$7,500) to be paid during the 2027 fiscal year, and in consideration of the mutual premises herein contained, the parties hereto agree and understand as follows:

### **I.**

County does hereby make one single donation of seven thousand five hundred (\$7,500) dollars for the 2027 fiscal year.

Crime Stoppers understands and agrees that the above referenced donation is the only donation for the said calendar year, and that the entry and performance by the County under this contract shall in no manner constitute a precedent or bind County to enter into any further or additional contract or agreement with Crime Stoppers for any purpose during the said calendar year or any subsequent calendar year.

Further, County shall reserve the right under Section 351.901, of the Texas Government Code, to make donations to another qualified Crime Stoppers program within the County’s territorial and jurisdictional boundaries.

Crime Stoppers understands and agrees that Crime Stoppers, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County based upon the existence of this contract. The County is merely the “Donor” and Crime Stoppers a “Donee”.

### **II.**

With the monies provided herein by County, Crime Stoppers shall use said funds to meet the goals identified in Section 351.901(a) of the Texas Local Government Code, as amended, including, without limitation, to pay rewards to persons who provide information which leads to the arrest and indictment of persons for the commission of felony crimes within McLennan County, Texas, without regard to race, religion, color, age, national origin, or socio-economic standing.



### III.

Crime Stoppers agrees to make available its financial records for audit and/or review by County at county's discretion. In addition, Crime Stoppers agrees to provide County, upon the request of County, the following data and/or reports:

1. All external or internal financial audits.
2. All external or internal evaluation reports.
3. Monthly performance and statistical reports.
4. Quarterly financial statements submitted in January, April, July, and September, to include expenses and income.
5. An explanation of any major changes in the program operations.
6. Documentation in satisfactory form evidencing Crime Stoppers' non-profit status, Texas corporate charter, tax-exempt number, and copies of all reports made to the Internal Revenue Service for the most recent preceding year.
7. Other appropriate information such as number of volunteer hours, major donations, and fund-raising efforts.

### IV.

The parties to this contract do hereby certify that:

1. The Crime Stoppers program is necessary and essential for the solution and prevention of crime and is properly within the concerns of McLennan County, and
2. The proposed agreement serves the interest of the efficient and economical administration of McLennan County, and
3. The program to be operated is not otherwise available under present personnel or facilities provided to McLennan County.

### V.

County, at its sole discretion, may and will suspend and/or terminate this contract and require a full refund of any and all monies by Crime Stoppers not expended under the terms of this contract, in whole or part, for "cause".

"Cause" shall include but not necessarily be limited to:

1. Crime Stoppers' improper, misuse, or inept use of funds, and/or
2. Crime Stoppers' failure to comply with the terms and conditions of this contract, specifically including, but in no way limited to, Section II of this contract, and/or
3. Crime Stoppers' submission of data and/or reports that are incorrect or incomplete or false in any material respect, and/or
4. The performance of the terms and/or conditions of this contract is rendered impossible.

In case of suspension, County shall advise Crime Stoppers as to the conditions precedent to resumption of payment of the donation and specify a date for compliance without exception.

In the case of termination, Crime Stoppers will remit to County any and all unexpended portions of County's donation. Acceptance of said remittance shall not constitute a waiver of any claim County may otherwise have arising out of this contract.

VI.

The undersigned officers and agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the respective parties hereto and each party hereby certifies to the other that any and all resolutions extending said authority have been duly passed and are now in full force and effect.

Executed this \_\_\_\_\_ day of September, 2026.

"County"  
McLennan County, Texas  
501 Washington Ave., Room 214  
Waco, Texas 76701

By: \_\_\_\_\_  
Scott M. Felton  
McLennan County Judge

ACTING ON BEHALF AND BY  
THE AUTHORITY OF THE  
MCLENNAN COUNTY  
COMMISSIONERS COURT

"Crime Stoppers"  
Waco Crime Stopper, Inc.  
P.O. Box 9025  
Waco, Texas 76714

By: \_\_\_\_\_  
Anita Harris  
Board Chairman

ACTING ON BEHALF AND BY  
THE AUTHORITY OF THE  
BOARD OF DIRECTORS  
WACO CRIME STOPPERS, INC.

### Contract for Services

McLennan County, Texas (hereinafter "County") enters into this Contract for Services with Greater Waco Sports Commission. (hereinafter "Contractor").

1. County Public Purpose(s) to be Served.

To create a positive impact through economic growth and improve the quality of life for those that live in McLennan County.

2. Services to be Provided.

- A. To assist in the economic development of the Greater Waco area by recruiting and coordinating sports events in cooperation with other tourism-related groups, companies, and individuals;
- B. To encourage cooperative efforts to increase the positive effect of recreation, physical fitness, and sports;
- C. To foster and promote local, regional, and national amateur sports competitions, and participation;
- D. To identify and attract new sports events while enhancing and retaining existing events to generate a positive economic impact.

3. Term.

From the date of the County Judge's signature below to September 30, 2027; subject to termination by the County as set forth below.

4. Payment for Services. \$80,000. Payment for Fiscal Year 2027 will be made within 30 days of receiving an invoice for the payment.

5. Reporting. Contractor shall provide the County with quarterly reports addressing:

- A. How the funding is being used; and
- B. Contractor's effectiveness in serving the County's public purpose.

The quarterly report dates are listed below:

- 1st Quarterly Report is due in January covering October – December
- 2<sup>nd</sup> Quarterly Report is due in April covering January – March
- 3<sup>rd</sup> Quarterly Report is due in July covering April – June
- 4<sup>th</sup> Quarterly Report is due in October covering July - September

6. Re-Payment. Failure to provide services or to provide services at acceptable levels, failure to use the County funding for the services promised above, or failure to provide required reports may result in termination of this Contract by the County and a demand for repayment of either all or a pro rata portion of the funding provided by the County. Unless the situation demands immediate termination the County will give 30 days' written notice and opportunity to cure to the Contractor. On termination the County will demand repayment of either the entire amount of the funding provided by the County or a pro rata share of such funding. Repayment must be made to the County within 30 days of the demand for repayment. If the County finds it necessary to hire an attorney to enforce its rights hereunder, Contractor shall also pay to the County its attorney's fees incurred.

7. Other Terms and Conditions.

7.1 Contractor is not an employee, partner or joint venturer of the County. Contractor is an independent contractor. Contractor's employees and volunteers shall not be considered employees of the County for any purpose, including workers' compensation insurance.

7.2 This Contract may not be assigned.

7.3 No third-party beneficiaries of this Contract are intended.

7.4 **To the fullest extent allowed by law Contractor shall indemnify and hold the County harmless from any claims or damages resulting in whole or in part from it or its employees or volunteers' negligence.**

**Contractor:**

Greater Waco Sports Commission

By: 

Michael S. Vogelaar  
Printed Name

Title: E. D.

Date: 8/31/26

**County**

McLennan County, Texas

By: \_\_\_\_\_

Scott M. Felton, County Judge

Date: \_\_\_\_\_

### **Contract for Services**

McLennan County, Texas (hereinafter “County”) enters into this Contract for Services with Texas Brazos Trail. (hereinafter “Contractor”).

1. **County Public Purpose(s) to be Served.**

To grow the economic base of McLennan County through regional partnerships, heritage tourism, and preservation.

2. **Services to be Provided.**

- A. To promote heritage tourism, historic preservation, and economic development.
- B. To educate, engage and promote cultural and heritage tourism in the Texas Brazos Trail Region;
- C. To attend trade shows, create brochures, utilize social media and more to promote McLennan County and its history.

3. **Term.**

From the date of the County Judge’s signature below to September 30, 2027; subject to termination by the County as set forth below.

4. **Payment for Services.** \$7,500. Payment for Fiscal Year 2027 will be made within 30 days of receiving an invoice for the payment.

5. **Reporting.** Contractor shall provide the County with quarterly reports addressing:

- A. How the funding is being used; and
- B. Contractor’s effectiveness in serving the County’s public purpose.

The quarterly report dates are listed below:

- 1st Quarterly Report is due in January covering October – December
- 2<sup>nd</sup> Quarterly Report is due in April covering January – March
- 3<sup>rd</sup> Quarterly Report is due in July covering April – June
- 4<sup>th</sup> Quarterly Report is due in October covering July - September

6. **Re-Payment.** Failure to provide services or to provide services at acceptable levels, failure to use the County funding for the services promised above, or failure to provide required reports may result in termination of this Contract by the County and a demand for repayment of either all or a pro rata portion of the funding provided by the County. Unless the situation demands

immediate termination the County will give 30 days' written notice and opportunity to cure to the Contractor. On termination the County will demand repayment of either the entire amount of the funding provided by the County or a pro rata share of such funding. Repayment must be made to the County within 30 days of the demand for repayment. If the County finds it necessary to hire an attorney to enforce its rights hereunder, Contractor shall also pay to the County its attorney's fees incurred.

7. Other Terms and Conditions.

7.1 Contractor is not an employee, partner or joint venturer of the County. Contractor is an independent contractor. Contractor's employees and volunteers shall not be considered employees of the County for any purpose, including workers' compensation insurance.

7.2 This Contract may not be assigned.

7.3 No third-party beneficiaries of this Contract are intended.

7.4 **To the fullest extent allowed by law Contractor shall indemnify and hold the County harmless from any claims or damages resulting in whole or in part from it or its employees or volunteers' negligence.**

**Contractor:**

Texas Brazos Trail Region

By: PAMELA ANDERSON

  
Printed Name

Title: Executive Director

Date: 9/2/2026

**County:**

McLennan County, Texas

By: \_\_\_\_\_  
Scott M. Felton, County Judge

Date: \_\_\_\_\_

### **Contract for Services**

McLennan County, Texas (hereinafter “County”) enters into this Contract for Services with Startup Waco. (hereinafter “Contractor”).

1. **County Public Purpose(s) to be Served.**

Offers meaningful, strategic support to entrepreneurs of all types, with an emphasis on traditionally marginalized communities, so that businesses may successfully start up, scale up and flourish.

2. **Services to be Provided.**

This amount will help in developing a Student Entrepreneurship program to (1) provide vision and education to local high school students who have interest in pursuing entrepreneurship in any form; (2) create connectivity and mentorship between students and local business owners and entrepreneurs; and (3) increase access to resources, funding, and opportunity for all student entrepreneurs.

3. **Term.**

The contract term is October 1, 2026 to September 30, 2027; subject to termination by the County as set forth below.

4. **Payment for Services.** \$37,500. Payment will be made within 30 days of receiving an invoice for the payment.

5. **Reporting.** Contractor shall provide the County with quarterly reports addressing:

- A. How the funding is being used; and
- B. Contractor’s effectiveness in serving the County’s public purpose.

6. **Re-Payment.** Failure to provide services or to provide services at acceptable levels, failure to use the County funding for the services promised above, or failure to provide required reports may result in termination of this Contract by the County and a demand for repayment of either all or a pro rata portion of the funding provided by the County. Unless the situation demands immediate termination the County will give 30 days’ written notice and opportunity to cure to the Contractor. On termination the County will demand repayment of either the entire amount of the funding provided by the County or a pro rata share of such funding. Repayment must be made to the County within 30 days of the demand for repayment. If the County finds it necessary to hire an attorney to enforce its rights hereunder, Contractor shall also pay to the County its attorney’s fees incurred.

7. **Other Terms and Conditions.**

7.1 Contractor is not an employee, partner or joint venturer of the County. Contractor is an independent contractor. Contractor’s employees and volunteers shall not be considered employees of the County for any purpose, including workers’ compensation insurance.

7.2 This Contract may not be assigned.

7.3 No third-party beneficiaries of this Contract are intended.

7.4 **To the fullest extent allowed by law Contractor shall indemnify and hold the County harmless from any claims or damages resulting in whole or in part from it or its employees or volunteers' negligence.**

**Contractor:**  
**Startup Waco**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County:**  
**McLennan County, Texas**

By: \_\_\_\_\_  
Scott M. Felton, County Judge

Date: \_\_\_\_\_



## INTERLOCAL COOPERATION AGREEMENT

By and Between  
Heart of Texas Behavioral Health Network and  
McLennan County Jail

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”), with an effective date of September 1, 2026, is entered into by and between Heart of Texas Behavioral Health Network (HOTBHN), a Texas Certified Community Behavioral Health Clinic (CCBHC) and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), and McLennan County Jail, shown as “Contracting Parties,” pursuant to the authority granted and in compliance with the provisions of “The Interlocal Cooperation Act,” Texas Government Code, Chapter 791.

HOTBHN and the Jail are associated only for the purposes and to the extent expressly set forth in this Agreement. Each Party retains sole responsibility for supervising, managing, operating, controlling, and directing the performance of its respective duties under this Agreement. Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, employer-employee relationship, principal-agent relationship, or any liability for either Party with respect to the obligations or liabilities of the other Party.

I. CONTRACTING PARTIES:

The Receiving Party: McLennan County Jail

The Performing Agency: Heart of Texas Behavioral Health Network

II. Statement of Services to Be Performed:

The intent of the Agreement is to establish procedures for providing medications to defendants committed under Texas Code of Criminal Procedure, Chapter 46B, and released from a state MHMR facility to proceed with trial after determination of competency.

HOTBHN will coordinate with the Jail to identify detainees who have returned from State Hospitals on a 46B commitment and provide reimbursement for up to ninety (90) days of post-release medication supply.

1. HOTBHN

- a. will coordinate with the Jail to identify detainees who have returned from State Hospitals on a 46B commitment.
- b. will provide reimbursement for up to ninety (90) days of post-release medication supply as authorized by HHSC and dependent upon availability of state fiscal year funding.
- c. will request HHSC approval to reimburse the Jail for medication prescribed by the State Hospital for detainees returned to the Jail as competent and awaiting trial.
- d. will reimburse the Jail on a monthly basis based on timely submission of required documentation from the Jail, including the State Hospital Discharge Plan, completed 46B Medication Request, and monthly invoice documentation.
- e. designates the TCOOMMI Program Director, or designee, including the Jail Diversion clinician, to serve as the continuity of care worker, contact for the state facility, and liaison to the Jail for all 46B defendants.

2. McLennan County Jail

- a. will notify the HOTBHN Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) Continuity of Care/Program Manager when detainees are sent from the Jail to a State Hospital for 46B competency restoration.

## INTERLOCAL COOPERATION AGREEMENT

By and Between  
Heart of Texas Behavioral Health Network and  
McLennan County Jail

- b. will submit a copy of the State Hospital Discharge Plan and a completed 46B Medication Request (Attachment A-1 – Client Detail) to the TCOOMMI Continuity of Care/Program Manager within seven (7) days of detainees' return to the Jail after detainees are deemed competent to stand trial.
  - c. The Jail hereby designates the Jail Administrator/Captain, or his/her designee, to serve as the liaison for implementation of this Agreement.
3. Both Parties agree that, to maintain continuity of mental health care, communication between the Parties to this Agreement will begin immediately after detainees are adjudged not competent to stand trial and will continue through movement to the State Hospital for 46B competency restoration, return to the Jail as competent to stand trial, and until detainees are released because charges are disposed or detainees are released on bond.

The 46B medication reimbursement workflow is attached to and incorporated into this Agreement as Attachment B – Workflow.

### III. Reimbursement:

The Jail shall submit an invoice that includes itemized costs for each medication per detainee by the 10th of each month for expenses incurred by the Jail during the previous month. Documentation should be sent to the following address:

Heart of Texas BHN (TCOOMMI)  
Phone: 254-757-2207  
FAX: 254-757-2230  
Email: Amanda.bruce@hotbhn.org

### IV. Payment for Services:

1. Each billing should contain the date and the name of the client(s) for whom payment is being requested.
2. The Receiving Party agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of the Receiving Party and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the "Records."
3. Receiving Party agrees to maintain these Records for seven years (7) after final payment or until the state-approved audit has been made and all questions therefrom are resolved.
4. HOTBHN and the Receiving Party agree that, to the extent that detainees receive care from either Party pursuant to this Agreement, such individuals are considered clients of the Party furnishing the services. Accordingly, each Party agrees to be solely responsible for billing and collecting all payments for such services from appropriate third-party payors, funding sources, and, as applicable, clients, observing the Party's customary billing, collection, and discount/charity care policies.

## INTERLOCAL COOPERATION AGREEMENT

By and Between  
Heart of Texas Behavioral Health Network and  
McLennan County Jail

### V. General Conditions:

1. Both Parties will comply with laws according to the State of Texas and the federal government of the United States.
2. Both Parties will designate individuals to serve as liaisons to facilitate matters in a reasonable and timely manner.
3. There is no maximum number of persons that may be served under this Agreement.
4. This contract does not obligate the Receiving Party to assign a specific number of clients to HOTBHN's program or to utilize HOTBHN. Rather, this contract sets out the applicable terms if HOTBHN is utilized.
5. Under Section 231.0056, Texas Family Code, HOTBHN certifies that HOTBHN is not ineligible to receive state funds, including the grant or other source of funding of this contract.
6. HOTBHN shall comply with all applicable regulatory agency policies, procedures, and administrative rules.
7. HOTBHN shall maintain current license, certification, registration, or other necessary regulatory permits.
8. Services shall be provided by HOTBHN in compliance with the Civil Rights Act of 1964. HOTBHN will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.
9. HOTBHN and McLennan County Jail will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 CFR Part 2, and other applicable federal and state laws, including privacy requirements specific to the care of minors.
10. Each Party agrees to request clients' consent for disclosure of their health information in accordance with applicable state and federal laws and regulations.

### VI. Term of Contract:

The term of this Agreement shall commence on September 1, 2026, and shall expire on August 31, 2027, unless terminated earlier in accordance with Section VII. This Agreement is for a one (1)-year term only and shall not automatically renew. Any extension, renewal, or continuation of this Agreement must be set forth in a written amendment executed by both Parties.

### VII. Termination of Contract:

This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of the Contracting Parties.

1. Either Contracting Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party.
2. This Agreement may be terminated for cause upon written notice by either Contracting Party. Cause includes, but is not limited to: (a) either Party does not receive funding necessary to continue the designated services under this Agreement; (b) either Party has cause to believe that termination of the Agreement is in the best interest of the health and safety of the persons served under this Agreement; or (c) the McLennan County Jail or its employees have their Texas license or certification suspended or revoked.

INTERLOCAL COOPERATION AGREEMENT  
By and Between  
Heart of Texas Behavioral Health Network and  
McLennan County Jail

3. HOTBHN shall provide services until the date of termination. Neither Party shall be entitled to any other compensation under this Agreement.

VIII. Amendment:

Any change, addition, or deletion to the terms of this Agreement shall be in writing and executed by both Parties.

IX. Indemnification:

To the extent allowed by law, each Party agrees to indemnify, defend, and hold harmless the other Party, their directors, officers, employees, agents, successors and assigns from any and all damages, costs, claims, expenses, or liability arising out of or connected with any accident, act, error, omission, or representation by the Parties in performing the services or other acts to be performed under this Agreement. Both Parties will comply with all applicable governmental and professional requirements, regulations, and/or standards in the performance of services under this Agreement.

The Undersigned Contracting Parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies; (2) the proposed arrangements serve the interests of efficient and economical administration; and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under a contract awarded to the lowest bidder.

McLennan County Jail further certifies that it has authority to contract for the above services under Title 7, Chapter 534, Texas Health and Safety Code, and the Current Appropriations Act.

Receiving Party:

McLennan County Jail

By: \_\_\_\_\_

Scott M. Felton, County Judge

Date: \_\_\_\_\_

Performing Agency:

Heart of Texas Behavioral Health Network

By: \_\_\_\_\_

Ryan Adams, Chief Executive Officer

Date: \_\_\_\_\_

INTERLOCAL COOPERATION AGREEMENT

By and Between

Heart of Texas Behavioral Health Network and

McLennan County Jail

Attachment A-1 – Client Detail

Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI)

46B Medication Request

| Service<br>Month/Year<br>(YYYYMM) | Component<br>Code<br>(###) | SID# or<br>CARE ID<br># | Medication<br>Recipient Name<br>(Last, First, Middle Initial) | Medication | #<br>Days<br>Supply | Amount<br>Requested |
|-----------------------------------|----------------------------|-------------------------|---------------------------------------------------------------|------------|---------------------|---------------------|
| 190001                            | 000                        | 123456<br>789           | Client, Forty-Six, B                                          | ABC        | 30                  | \$1,000.00          |
| 190001                            | 000                        | 123456<br>789           | Client, Forty-Six, B                                          | DEF        | 30                  | \$36.50             |
| 190001                            | 000                        | 123456<br>789           | Client, Forty-Six, B                                          | GHI        | 30                  | \$250.00            |
| 190001                            | 000                        | 123456<br>789           | Client, Forty-Six, B                                          | KLM        | 30                  | \$500.00            |
| TOTAL \$1,786.50                  |                            |                         |                                                               |            |                     |                     |

## INTERLOCAL COOPERATION AGREEMENT

By and Between  
Heart of Texas Behavioral Health Network and  
McLennan County Jail

### Attachment B – Medication Reimbursement Workflow

Continuity of mental health care includes communication between HOTBHN and the Jail immediately after detainees are adjudicated not competent to stand trial and will continue through movement to the State Hospital for 46B competency restoration, return to the Jail as competent to stand trial, and until detainees are released on bond or upon final disposition of charges.

Notification of an individual's movement to a state facility for 46B competency restoration is given to HOTBHN TCOOMMI Program Manager, Amanda Bruce, by the Jail.  
Heart of Texas Behavioral Health Network (TCOOMMI)  
Telephone: 254-757-2207 Fax: 254-757-2230  
Email: Amanda.bruce@hotbhn.org

When legal competency is restored and the individual returns to jail and to the committing court for trial, the Jail submits the Order for Competency Restoration, State Hospital Discharge COC Plan, Order of Release to Stand Trial with Competency Determination and a completed request form (Attachment A-1) with recipient Name, SID or CARE ID #, medication, number of days supply, and amount requested to:  
Heart of Texas Behavioral Health Network (TCOOMMI)  
Fax: 254-757-2230  
Email: Amanda.bruce@hotbhn.org

HOTBHN submits documentation to TCOOMMI State for pre-approval and notifies the Jail of the determination.

The Jail will submit a monthly invoice with itemized costs for each medication per client by the 10<sup>th</sup> of each month for expenses incurred the previous month. Up to 90 days of medications may be reimbursed, along with associated pre-approved lab and provider costs.  
Heart of Texas Behavioral Health Network (TCOOMMI)  
P.O. Box 890  
Waco, Texas 76703-0890  
Fax: 254-757-2230

HOTBHN makes reimbursement payment to the Jail upon receiving the pre-approved funds from TCOOMMI State

## SERVICES AGREEMENT

This Agreement is entered into this 15th day of September 2026, by and between McLennan County (herein called the “County”) and the McLennan Community Investment Fund a Texas nonprofit organization, herein called (“McCIF”).

**WHEREAS**, McCIF is a Texas nonprofit tax-exempt community development corporation that has been incorporated to become certified by the U.S. Treasury's Community Development Financial Institutions Fund (CDFI Fund) as a Community Development Financial Institution (CDFI) and achieved certification on April 30, 2023; and

**WHEREAS**, McCIF successfully applied to CDFI Fund for technical assistance grants since 2020 to build the organizational capacity of McCIF to provide financial products and development services to economically disadvantaged people in McLennan County; and

**WHEREAS**, the technical assistance grants from CDFI Fund have allowed McCIF to offers loans and development services to small businesses in the area; and

**WHEREAS**, the County desires to work with McCIF to enhance their lending capital by adding to the Permanent Loan Fund to make loans of the types specified above to qualified borrowers who have been historically disadvantaged due to a lack of access to financial capital.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**I. PUBLIC PURPOSE OF COUNTY MUST BE SERVED**

In this instance the public purpose of the County is served by encouraging business development, stimulating commercial activity, creating and/or retaining employment, and reducing underemployment by making small business loans in a historically underserved area.

**II. TERM**

The term of this agreement shall begin October 1, 2026, and end September 30, 2027, unless otherwise extended by mutual written agreement by the Parties. The Parties agree that either party has the right to terminate said agreement for any reason or for no reason, prior to the end term, by providing written notice to the other party, whereupon termination is effective thirty (30) days from the date of receipt of said notice.

**III. PAYMENT**

McLennan County will make a one-time payment to McCIF in the amount of \$75,000 to be used as follows:

- funding totaling \$37,500 for the Community Development Loan Program. The funds will be designated by the McCIF Board of Directors for addition to the Permanent Loan Fund to provide capital for lending to small businesses in the target market area.
- funding totaling \$37,500 for operational expenses as an officially certified CDFI Fund.

If McCIF fails to serve the County public purpose set forth above or uses the funds for a purpose not contained in this agreement, McCIF must repay to the County all funding provided by the County for the fiscal year of the breach, plus, if necessary, attorney's fees and costs incurred by the County in recouping the funding. McCIF shall repay the funds on 30 days written demand for payment by the County.

**IV. NOTICES**

Communication and details concerning this agreement shall be directed to the following contract representatives:

County

Scott M. Felton  
County Judge  
McLennan County  
501 Washington Ave., Room 214  
Waco, TX 76703  
Telephone: 254-757-5049

McCIF

Cris Houston  
Executive Director  
McLennan Community Investment Fund  
605 Austin Avenue  
Waco, TX 76701  
Telephone: 254-733-7627

**V. RECORDS and REPORTS**

McCIF shall provide the County Judge Office with year-to-date written reports as of June 30, 2027 and December 31, 2027 (the "report date"), each report to be filed within 20 days of the report date, addressing:

- a) McCIF's effectiveness in serving the County's public purpose
- b) The number and total amount of loans made to small businesses in McLennan County: 1) from inception of McCIF's loan program to the report date; and 2) during the calendar year to the report date
- c) The amount of McCIF's total loan portfolio as of the report date
- d) The number of clients provided development services by McCIF during the calendar year to the report date

**VI. INDEPENDENT CONTRACTOR**

McCIF shall carry out the terms of this agreement as an independent contractor and not as agent, servant, or employee of the County. Accordingly, McCIF and the persons it employs to perform these services shall not receive any employee benefits. For all purposes hereunder, McCIF shall be deemed to be an independent contractor, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between McCIF and the County.

**VII. MISCELLANEOUS**

- (a) Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- (b) This agreement is governed by the laws of the State of Texas and venue shall be in McLennan County.
- (c) This agreement constitutes the entire agreement between the County and McCIF, and all negotiations and all understandings between the parties are merged herein.
- (d) This agreement can be supplemented and/or amended only by a dated written document executed by both McCIF and the County.



- (e) This agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representative, executors, administrators, successors, and assigns.

**McLennan County**

BY: \_\_\_\_\_  
Scott M. Felton, County Judge

Date Signed: \_\_\_\_\_

**ATTEST:**

J. A. "ANDY" HARWELL, County Clerk  
McLennan County, Texas

\_\_\_\_\_  
BY: Deputy County Clerk

**MCLENNAN COMMUNITY INVESTMENT  
FUND ("McCIF")**

By: \_\_\_\_\_  
Cris Houston, Executive Director

Date Signed: \_\_\_\_\_



Approved for payment 9/4/2026  
*Amy Burlarley-Hyland, PE, CFM*

INVOICE

Amy Burlarley-Hyland  
McLennan County  
215 N. 5th Street  
Suite 130  
Waco, TX 76701

July 29, 2026  
Project No: 00011474-00  
Invoice No: 50118

Invoice Total \$1,208.27

Project 00011474-00 McLennan County Bridge Replacement - 7 Mile Lane at Brushy Creek  
Services current through July 24, 2026

Phase 0000 Lump Sum  
Fee

| Billing Phase                    | Fee Amount | % Comp To Date | Fee Earned | Previous Billed | Amount Due This Invoice |
|----------------------------------|------------|----------------|------------|-----------------|-------------------------|
| CPS-Bid Phase Services           | 24,165.36  | 35.00          | 8,457.88   | 7,249.61        | 1,208.27                |
| Preliminary Engineering Services | 34,334.81  | 100.00         | 34,334.81  | 34,334.81       | 0.00                    |
| Preliminary Surveying Services   | 18,000.00  | 100.00         | 18,000.00  | 18,000.00       | 0.00                    |
| PS&E                             | 215,387.60 | 100.00         | 215,387.60 | 215,387.60      | 0.00                    |
| Geotechnical Services            | 9,600.00   | 100.00         | 9,600.00   | 9,600.00        | 0.00                    |
| Environmental Services           | 55,050.91  | 100.00         | 55,050.91  | 55,050.91       | 0.00                    |
| Total Fee                        | 356,538.68 |                | 340,831.20 | 339,622.93      | 1,208.27                |
| Total Fee                        |            |                |            |                 | 1,208.27                |
| Total this Phase                 |            |                |            |                 | \$1,208.27              |

|                  |         |                                 |
|------------------|---------|---------------------------------|
| Phase            | 0351    | Construction Phase Services     |
| Task             | 0002    | CPS-General Representation-HNTE |
| Billing Limits   | Current | Prior To-Date                   |
| Total Billings   | 0.00    | 0.00 0.00                       |
| Limit            |         | 45,932.28                       |
| Remaining        |         | 45,932.28                       |
| Total this Task  |         | 0.00                            |
| Total this Phase |         | 0.00                            |

Phase 0360 Construction Inspection-HNTE

| Billing Limits   |  | Current | Prior | To-Date    |
|------------------|--|---------|-------|------------|
| Total Billings   |  | 0.00    | 0.00  | 0.00       |
| Limit            |  |         |       | 165,360.00 |
| Remaining        |  |         |       | 165,360.00 |
| Total this Phase |  |         |       | 0.00       |

| Phase              | RLMT | Reimbursable Expense with limit |          |            |
|--------------------|------|---------------------------------|----------|------------|
| Billing Limits     |      | Current                         | Prior    | To-Date    |
| Total Billings     |      | 0.00                            | 1,757.49 | 1,757.49   |
| Limit              |      |                                 |          | 1,915.20   |
| Remaining          |      |                                 |          | 157.71     |
| Total this Phase   |      |                                 |          | 0.00       |
| Total this Invoice |      |                                 |          | \$1,208.27 |

Email invoices: amy.b.hyland@mclennan.gov; cc: pm  
ACCT: PR



**MONTHLY PROGRESS REPORT**  
**7 Mile Lane at Brushy Creek – McLennan County**  
**FOR**  
**June 27, 2026 TO July 24, 2026**

**HIGHWAY:** 7 Mile Lane  
**LIMITS:** At Brushy Creek  
**COUNTY:** McLennan

**ACTIVITIES PERFORMED DURING REPORTING PERIOD:**

- I. PER -Complete**
- II. PS&E - Complete**
- III. Construction Phase Services**
  - 1. Bid Services
    - Correspondence with County and Contractor to prepare for Construction
    - Prepare Plans for Contractor
    - Prep for Pre-Con meeting
  - 2. General Representation
    -
  - 3. Construction Inspection – Hourly as needed
    -

**ACTION ITEMS**

- None

**ITEMS REQUESTED FROM McLENNAN COUNTY**

N/A

**PROJECT DELIVERABLES**

- 40% - Submitted
- 70% - Submitted
- 90% - Submitted
- 100% - Submitted 3/18/26



Approved for payment 9/4/26

Amy Burlarley-Hyland, PE, CFM

INVOICE

Amy Burlarley-Hyland  
McLennan County  
215 N. 5th Street  
Suite 130  
Waco, TX 76701

July 29, 2026

Project No: 00011476-00

Invoice No: 50119

Invoice Total

\$1,208.27

Project00011476-00Thompson Rd at Big Creek

Services current through July 24, 2026

Phase0000Lump Sum

Fee

| Billing Phase          | Fee Amount | % Comp To Date | Fee Earned | Previous Billed | Amount Due This Invoice |
|------------------------|------------|----------------|------------|-----------------|-------------------------|
| CPS-Bid Services       | 24,165.36  | 45.00          | 10,874.41  | 9,666.14        | 1,208.27                |
| PS&E                   | 219,418.49 | 100.00         | 219,418.49 | 219,418.49      | 0.00                    |
| Surveying Services     | 24,000.00  | 100.00         | 24,000.00  | 24,000.00       | 0.00                    |
| Geotechnical Services  | 9,600.00   | 100.00         | 9,600.00   | 9,600.00        | 0.00                    |
| Environmental Services | 19,089.70  | 100.00         | 19,089.70  | 19,089.70       | 0.00                    |
| Total Fee              | 296,273.55 |                | 282,982.60 | 281,774.33      | 1,208.27                |
| Total Fee              |            |                |            |                 | 1,208.27                |
| Total this Phase       |            |                |            |                 | \$1,208.27              |

Phase0351Construction Phase Services

Task0002CPS-General Representation-HNTE

Billing Limits

CurrentPriorTo-Date

Total Billings0.000.000.00

Limit45,932.28

Remaining45,932.28

Total this Task0.00

Total this Phase0.00

Phase0360Construction Inspection-HNTE

Billing Limits

CurrentPriorTo-Date

Total Billings0.000.000.00

Limit165,360.00

Remaining165,360.00

|                       |      |                                 |              |                           |                   |
|-----------------------|------|---------------------------------|--------------|---------------------------|-------------------|
|                       |      |                                 |              | <b>Total this Phase</b>   | <b>0.00</b>       |
| -----                 |      |                                 |              |                           |                   |
| Phase                 | RLMT | Reimbursable Expense with limit |              |                           |                   |
| <b>Billing Limits</b> |      | <b>Current</b>                  | <b>Prior</b> | <b>To-Date</b>            |                   |
| Total Billings        |      | 0.00                            | 1,348.94     | 1,348.94                  |                   |
| Limit                 |      |                                 |              | 1,915.20                  |                   |
| Remaining             |      |                                 |              | 566.26                    |                   |
|                       |      |                                 |              | <b>Total this Phase</b>   | <b>0.00</b>       |
|                       |      |                                 |              | <b>Total this Invoice</b> | <b>\$1,208.27</b> |

email invoices: amy.b.hyland@mclennan.gov cc: PM  
ACCT: PR



**MONTHLY PROGRESS REPORT**  
**Thompson Rd at Big Creek – McLennan County**  
**FOR**  
**June 27, 2026 TO July 24, 2026**

**HIGHWAY:** Thompson Rd  
**LIMITS:** At Big Creek  
**COUNTY:** McLennan

**ACTIVITIES PERFORMED DURING REPORTING PERIOD:**

**I. PS&E – Complete**

**II. Construction Phase Services**

1. Bid Services
  - Correspondence with County and Contractor to prepare for Construction
  - Prepare Plans for Contractor
  - Prep for Pre-Con meeting
2. Attend Bid Openings General Representation
3. Construction Inspection – Hourly as needed

**ACTION ITEMS**

None

**ITEMS REQUESTED FROM McLENNAN COUNTY**

N/A

**PROJECT DELIVERABLES**

- 40% - Submitted
- 70% - Submitted
- 90% - Submitted
- 100% - Submitted 3/18/26

# APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 3 PAGES

TO OWNER:  
McLennan County

PROJECT:  
Fern Valley Rd Low Water Crossing Improvements

APPLICATION #: 5  
PERIOD TO: 08/31/26  
PROJECT NOS:

Distribution to:

FROM CONTRACTOR:  
Holy Contractors, LLC  
712 E. Panther Dr.  
Hewitt, TX 76643

VIA ARCHITECT:  
AJL Engineering

CONTRACT DATE: 11/18/24

☐ Owner  
☐ Const. Mgr  
☐ Architect  
☐ Contractor

CONTRACT FOR: Earthwork, Utilities & Paving

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

|                                                                                   |    |            |
|-----------------------------------------------------------------------------------|----|------------|
| 1. ORIGINAL CONTRACT SUM-----                                                     | \$ | 317,336.25 |
| 2. Net change by Change Orders-----                                               | \$ | -6,121.75  |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2)                                            | \$ | 311,214.50 |
| 4. TOTAL COMPLETED & STORED TO DATE-\$<br>(Column G on Continuation Sheet)        |    | 307,845.25 |
| 5. RETAINAGE:                                                                     |    |            |
| a. 5.0% of Completed Work<br>(Columns D+E on Continuation Sheet)                  | \$ | 15,392.26  |
| b. 5.0% of Stored Material<br>(Column F on Continuation Sheet)                    | \$ |            |
| Total Retainage (Line 5a + 5b or<br>Total in Column 1 of Continuation Sheet-----) | \$ | 15,392.26  |
| 6. TOTAL EARNED LESS RETAINAGE-----<br>(Line 4 less Line 5 Total)                 | \$ | 292,452.99 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT<br>(Line 6 from prior Certificate)----- | \$ | 283,244.40 |
| 8. CURRENT PAYMENT DUE-----                                                       | \$ | 9,208.59   |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6)                 | \$ | 18,761.51  |

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS  |
|----------------------------------------------------|-----------|-------------|
| Total changes approved in previous months by Owner |           |             |
| Total approved this Month                          |           | -\$6,121.75 |
| TOTALS                                             |           | -\$6,121.75 |
| NET CHANGES by Change Order                        |           | -\$6,121.75 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

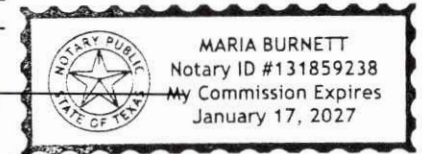
CONTRACTOR:

By: David Date: 8-11-26

State of: Texas  
County of: Houston

Subscribed and sworn to before me this 11 day of Aug

Notary Public: Maria Burnett  
My Commission expires: 1-17-27



## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



**CONTINUATION SHEET**

Page 2 of 3 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE: 08/31/26

Fern Valley Rd Low Water Crossing Improvements

PERIOD TO: 31-Aug-26

ARCHITECT'S PROJECT NO:

| A<br>Item<br>No. | B<br>Description of Work         | C<br>Scheduled<br>Value | D<br>Work Completed                     |             | F<br>Materials<br>Presently<br>Stored<br>(Not In<br>D or E) | G                                                          |            | H<br>Balance<br>To Finish<br>(C - G) | I<br>Retainage |
|------------------|----------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|------------------------------------------------------------|------------|--------------------------------------|----------------|
|                  |                                  |                         | From Previous<br>Application<br>(D + E) | This Period |                                                             | Total<br>Completed<br>And Stored<br>To Date<br>(D + E + F) | %<br>(G/C) |                                      |                |
| 1                | Mobilization                     | 11,000.00               | 11,000.00                               |             |                                                             | 11,000.00                                                  | 100%       |                                      | 550.00         |
| 2                | Remobilization                   | 5,000.00                | 5,000.00                                |             |                                                             | 5,000.00                                                   | 100%       |                                      | 250.00         |
| 3                | Preparing ROW STA 7              | 7,000.00                | 7,000.00                                |             |                                                             | 7,000.00                                                   | 100%       |                                      | 350.00         |
| 4                |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 5                | Excavation (Roadway) 816 CY      | 13,056.00               | 13,056.00                               |             |                                                             | 13,056.00                                                  | 100%       |                                      | 652.80         |
| 6                |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 7                | Embankment 883 CY add 350        | 17,262.00               | 17,262.00                               |             |                                                             | 17,262.00                                                  | 100%       |                                      | 863.10         |
| 8                |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 9                | Broadcast Seed 1870 SY           | 7,480.00                |                                         | 5,600.00    |                                                             | 5,600.00                                                   | 75%        | 1,880.00                             | 280.00         |
| 10               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 11               | FL BS 705 CY -12 = 693           | 27,720.00               | 28,100.00                               |             |                                                             | 28,100.00                                                  | 101%       | (380.00)                             | 1,405.00       |
| 12               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 13               | Prime Coat 339 GAL-7= 332        | 2,158.00                | 2,158.00                                |             |                                                             | 2,158.00                                                   | 100%       |                                      | 107.90         |
| 14               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 15               | Asphalt 1524 GAL -31= 1493       | 8,958.00                | 8,958.00                                |             |                                                             | 8,958.00                                                   | 100%       |                                      | 447.90         |
| 16               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 17               | AGGR-GR-4-SAC-B 15 CY -1= 14     | 13,160.00               | 13,160.00                               |             |                                                             | 13,160.00                                                  | 100%       |                                      | 658.00         |
| 18               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 19               | AGGR-GR-3 17 CY -1= 16           | 13,680.00               | 13,680.00                               |             |                                                             | 13,680.00                                                  | 100%       |                                      | 684.00         |
| 20               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 21               | Conc Rip Rap 6" 22 CY + 102= 124 | 18,600.00               | 18,600.00                               |             |                                                             | 18,600.00                                                  | 100%       |                                      | 930.00         |
| 22               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 23               | Riprap Mow Strip- 4" 24 CY -24   |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 24               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 25               | CMP-GAL12" 58 LF                 | 2,320.00                | 2,320.00                                |             |                                                             | 2,320.00                                                   | 100%       |                                      | 116.00         |
| 26               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 27               | Conc Box Culv - 5 x 5' 102 LF    | 87,720.00               | 87,720.00                               |             |                                                             | 87,720.00                                                  | 100%       |                                      | 4,386.00       |
| 28               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
|                  | SUBTOTALS PAGE 2                 | 235,114.00              | 228,014.00                              | 5,600.00    |                                                             | 233,614.00                                                 | 99%        | 1,500.00                             | 11,680.70      |

**CONTINUATION SHEET**

Page 3 of 3 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE: 08/31/26

Fern Valley Rd Low Water Crossing Improvements

PERIOD TO: 31-Aug-26

ARCHITECT'S PROJECT NO:

| A        | B                                        | C               | D                                 | E           | F                                          | G                                              |         | H                         | I         |
|----------|------------------------------------------|-----------------|-----------------------------------|-------------|--------------------------------------------|------------------------------------------------|---------|---------------------------|-----------|
| Item No. | Description of Work                      | Scheduled Value | Work Completed                    |             | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
|          |                                          |                 | From Previous Application (D + E) | This Period |                                            |                                                |         |                           |           |
| 29       | Wingwall 2EA                             | 34,000.00       | 34,000.00                         |             |                                            | 34,000.00                                      | 100%    |                           | 1,700.00  |
| 30       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 31       | Barricades, Signs and Traffic Hand. 6 Mo | 2,010.00        | 2,010.00                          |             |                                            | 2,010.00                                       | 100%    |                           | 100.50    |
| 32       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 33       | Construction Exits Install 112 SY        | 1,680.00        | 1,680.00                          |             |                                            | 1,680.00                                       | 100%    |                           | 84.00     |
| 34       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 35       | Construction Exits Remove 112 SY         | 1,008.00        | 1,008.00                          |             |                                            | 1,008.00                                       | 100%    |                           | 50.40     |
| 36       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 37       | Temp SEDMT Cont Fence Install 1400 LF    | 5,600.00        | 1,600.00                          | 1,600.00    |                                            | 3,200.00                                       | 57%     | 2,400.00                  | 160.00    |
| 38       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 39       | Temp SEDMT Cont Fence Remove 1400 LF     | 1,400.00        |                                   | 800.00      |                                            | 800.00                                         | 57%     | 600.00                    | 40.00     |
| 40       | Concrete Curb 500 LF                     | 17,500.00       | 17,500.00                         |             |                                            | 17,500.00                                      | 100%    |                           | 875.00    |
| 41       | Driveways 83 SY +10= 93                  | 8,370.00        | 8,370.00                          |             |                                            | 8,370.00                                       | 100%    |                           | 418.50    |
| 42       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 43       | MTL W-Beam GD Fen 335 LF                 |                 |                                   |             |                                            |                                                |         |                           |           |
| 44       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 45       | Downstream Anchor Terminal 2 EA          |                 |                                   |             |                                            |                                                |         |                           |           |
| 46       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 47       | Guardrail End Treatment Install 2 EA     |                 |                                   |             |                                            |                                                |         |                           |           |
| 48       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 49       | Wire Fence TY C 150 LF                   | 562.50          |                                   | 251.25      |                                            | 251.25                                         | 45%     | 311.25                    | 12.56     |
| 50       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 51       | Wire Fence Remove 150 LF                 | 150.00          | 150.00                            | 150.00      |                                            | 300.00                                         | 200%    | (150.00)                  | 15.00     |
| 52       |                                          |                 |                                   |             |                                            |                                                |         |                           |           |
| 53       | Relocate Existing Mailbox 3 EA-1= 2      | 2,000.00        | 2,000.00                          |             |                                            | 2,000.00                                       | 100%    |                           | 100.00    |
| 54       | Dowel Curb Into Rip Rap 364 LF           | 1,820.00        | 1,820.00                          |             |                                            | 1,820.00                                       | 100%    |                           | 91.00     |
| 55       | Steel Fence Install                      |                 |                                   |             |                                            |                                                |         |                           |           |
| 56       | Steel Fence Remove                       |                 |                                   |             |                                            |                                                |         |                           |           |
|          | SUBTOTALS PAGE 3                         | 311,214.50      | 298,152.00                        | 8,401.25    |                                            | 306,553.25                                     | 99%     | 4,661.25                  | 15,327.66 |

# CONTINUATION SHEET

Page 4 of 3 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE: 08/31/26

Fern Valley Rd Low Water Crossing Improvements

PERIOD TO: 31-Aug-26

ARCHITECT'S PROJECT NO:

| A<br>Item<br>No. | B<br>Description of Work | C<br>Scheduled<br>Value | D<br>Work Completed                     |             | F<br>Materials<br>Presently<br>Stored<br>(Not In<br>D or E) | G                                                          |            | H<br>Balance<br>To Finish<br>(C - G) | I<br>Retainage |
|------------------|--------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|------------------------------------------------------------|------------|--------------------------------------|----------------|
|                  |                          |                         | From Previous<br>Application<br>(D + E) | This Period |                                                             | Total<br>Completed<br>And Stored<br>To Date<br>(D + E + F) | %<br>(G/C) |                                      |                |
| 57               | Change Order #1          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 58               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 59               | Change Order #2          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 60               | 220LF TYPE D Fence       | 1,155.00                |                                         | 1,155.00    |                                                             | 1,155.00                                                   | 100%       |                                      | 57.75          |
| 61               | Fence Demo               | 137.00                  |                                         | 137.00      |                                                             | 137.00                                                     | 100%       |                                      | 6.85           |
| 62               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 63               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 64               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 65               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 66               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 67               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 68               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 69               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 70               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 71               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 72               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 73               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 74               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 75               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 76               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 77               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 78               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 79               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 80               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 81               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 82               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 83               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 84               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
|                  | SUBTOTALS PAGE 4         | 312,506.50              | 298,152.00                              | 9,693.25    |                                                             | 307,845.25                                                 | 99%        | 4,661.25                             | 15,392.26      |

*Amy Burlarley-Hyland, P.E., CFM*

**APPLICATION AND CERTIFICATE FOR PAYMENT**

PAGE ONE OF 3 PAGES

TO OWNER:  
McLennan County

PROJECT:  
Fern Valley Rd Low Water Crossing Improvements

APPLICATION #: 6 FINAL RET Distribution to:  
PERIOD TO: 08/31/26  
PROJECT NOS:

FROM CONTRACTOR:  
Holy Contractors, LLC  
712 E. Panther Dr.  
Hewitt, TX 76643

VIA ARCHITECT:  
AJL Engineering

CONTRACT DATE: 11/18/24

☐ Owner  
☐ Const. Mgr  
☐ Architect  
☐ Contractor

CONTRACT FOR: Earthwork, Utilities & Paving

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

|                                                                                   |    |            |
|-----------------------------------------------------------------------------------|----|------------|
| 1. ORIGINAL CONTRACT SUM-----                                                     | \$ | 317,336.25 |
| 2. Net change by Change Orders-----                                               | \$ | -6,121.75  |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2)                                            | \$ | 311,214.50 |
| 4. TOTAL COMPLETED & STORED TO DATE-\$<br>(Column G on Continuation Sheet)        |    | 307,845.25 |
| 5. RETAINAGE:                                                                     |    |            |
| a. _____ of Completed Work<br>(Columns D+E on Continuation Sheet)                 | \$ |            |
| b. 5.0% of Stored Material<br>(Column F on Continuation Sheet)                    | \$ |            |
| Total Retainage (Line 5a + 5b or<br>Total in Column 1 of Continuation Sheet-----  | \$ |            |
| 6. TOTAL EARNED LESS RETAINAGE-----<br>(Line 4 less Line 5 Total)                 | \$ | 307,845.25 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT<br>(Line 6 from prior Certificate)----- | \$ | 292,452.99 |
| 8. CURRENT PAYMENT DUE-----                                                       | \$ | 15,392.26  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6)                 | \$ | 3,369.25   |

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS  |
|----------------------------------------------------|-----------|-------------|
| Total changes approved in previous months by Owner |           |             |
| Total approved this Month                          |           | -\$6,121.75 |
| TOTALS                                             |           | -\$6,121.75 |
| NET CHANGES by Change Order                        |           | -\$6,121.75 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

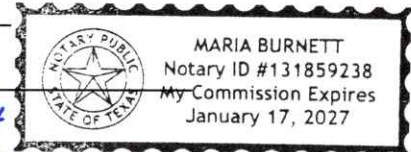
CONTRACTOR:

By: *Amy Burlarley-Hyland* Date: 8-11-26

State of: Texas  
County of: McLennan

Subscribed and sworn to before me this 11 day of Aug

Notary Public: *Maria Burnett*  
My Commission expires: 11-17-27



**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

**CONTINUATION SHEET**

Page 2 of 3 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 6 FINAL RET

PROJECT:

APPLICATION DATE: 08/31/26

Fern Valley Rd Low Water Crossing Improvements

PERIOD TO: 31-Aug-26

ARCHITECT'S PROJECT NO:

| A<br>Item<br>No. | B<br>Description of Work         | C<br>Scheduled<br>Value | D<br>Work Completed                     |             | F<br>Materials<br>Presently<br>Stored<br>(Not In<br>D or E) | G                                                          |            | H<br>Balance<br>To Finish<br>(C - G) | I<br>Retainage |
|------------------|----------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|------------------------------------------------------------|------------|--------------------------------------|----------------|
|                  |                                  |                         | From Previous<br>Application<br>(D + E) | This Period |                                                             | Total<br>Completed<br>And Stored<br>To Date<br>(D + E + F) | %<br>(G/C) |                                      |                |
| 1                | Mobilization                     | 11,000.00               | 11,000.00                               |             |                                                             | 11,000.00                                                  | 100%       |                                      |                |
| 2                | Remobilization                   | 5,000.00                | 5,000.00                                |             |                                                             | 5,000.00                                                   | 100%       |                                      |                |
| 3                | Preparing ROW STA 7              | 7,000.00                | 7,000.00                                |             |                                                             | 7,000.00                                                   | 100%       |                                      |                |
| 4                |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 5                | Excavation (Roadway) 816 CY      | 13,056.00               | 13,056.00                               |             |                                                             | 13,056.00                                                  | 100%       |                                      |                |
| 6                |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 7                | Embankment 883 CY add 350        | 17,262.00               | 17,262.00                               |             |                                                             | 17,262.00                                                  | 100%       |                                      |                |
| 8                |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 9                | Broadcast Seed 1870 SY           | 7,480.00                | 5,600.00                                |             |                                                             | 5,600.00                                                   | 75%        | 1,880.00                             |                |
| 10               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 11               | FL BS 705 CY -12 = 693           | 27,720.00               | 28,100.00                               |             |                                                             | 28,100.00                                                  | 101%       | (380.00)                             |                |
| 12               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 13               | Prime Coat 339 GAL-7= 332        | 2,158.00                | 2,158.00                                |             |                                                             | 2,158.00                                                   | 100%       |                                      |                |
| 14               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 15               | Asphalt 1524 GAL -31= 1493       | 8,958.00                | 8,958.00                                |             |                                                             | 8,958.00                                                   | 100%       |                                      |                |
| 16               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 17               | AGGR-GR-4-SAC-B 15 CY -1= 14     | 13,160.00               | 13,160.00                               |             |                                                             | 13,160.00                                                  | 100%       |                                      |                |
| 18               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 19               | AGGR-GR-3 17 CY -1= 16           | 13,680.00               | 13,680.00                               |             |                                                             | 13,680.00                                                  | 100%       |                                      |                |
| 20               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 21               | Conc Rip Rap 6" 22 CY + 102= 124 | 18,600.00               | 18,600.00                               |             |                                                             | 18,600.00                                                  | 100%       |                                      |                |
| 22               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 23               | Riprap Mow Strip- 4" 24 CY -24   |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 24               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 25               | CMP-GAL12" 58 LF                 | 2,320.00                | 2,320.00                                |             |                                                             | 2,320.00                                                   | 100%       |                                      |                |
| 26               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 27               | Conc Box Culv - 5 x 5' 102 LF    | 87,720.00               | 87,720.00                               |             |                                                             | 87,720.00                                                  | 100%       |                                      |                |
| 28               |                                  |                         |                                         |             |                                                             |                                                            |            |                                      |                |
|                  | SUBTOTALS PAGE 2                 | 235,114.00              | 233,614.00                              |             |                                                             | 233,614.00                                                 | 99%        | 1,500.00                             |                |

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT:

Fern Valley Rd Low Water Crossing Improvements

Page 3 of 3 Pages

APPLICATION NUMBER: 6 FINAL RET

APPLICATION DATE: 08/31/26

PERIOD TO: 31-Aug-26

ARCHITECT'S PROJECT NO:

| A<br>Item<br>No. | B<br>Description of Work                 | C<br>Scheduled<br>Value | D<br>Work Completed                     |             | F<br>Materials<br>Presently<br>Stored<br>(Not In<br>D or E) | G                                                          |            | H<br>Balance<br>To Finish<br>(C - G) | I<br>Retainage |
|------------------|------------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|------------------------------------------------------------|------------|--------------------------------------|----------------|
|                  |                                          |                         | From Previous<br>Application<br>(D + E) | This Period |                                                             | Total<br>Completed<br>And Stored<br>To Date<br>(D + E + F) | %<br>(G/C) |                                      |                |
| 29               | Wingwall 2EA                             | 34,000.00               | 34,000.00                               |             |                                                             | 34,000.00                                                  | 100%       |                                      |                |
| 30               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 31               | Barricades, Signs and Traffic Hand. 6 Mo | 2,010.00                | 2,010.00                                |             |                                                             | 2,010.00                                                   | 100%       |                                      |                |
| 32               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 33               | Construction Exits Install 112 SY        | 1,680.00                | 1,680.00                                |             |                                                             | 1,680.00                                                   | 100%       |                                      |                |
| 34               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 35               | Construction Exits Remove 112 SY         | 1,008.00                | 1,008.00                                |             |                                                             | 1,008.00                                                   | 100%       |                                      |                |
| 36               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 37               | Temp SEDMT Cont Fence Install 1400 LF    | 5,600.00                | 3,200.00                                |             |                                                             | 3,200.00                                                   | 57%        | 2,400.00                             |                |
| 38               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 39               | Temp SEDMT Cont Fence Remove 1400 LF     | 1,400.00                | 800.00                                  |             |                                                             | 800.00                                                     | 57%        | 600.00                               |                |
| 40               | Concrete Curb 500 LF                     | 17,500.00               | 17,500.00                               |             |                                                             | 17,500.00                                                  | 100%       |                                      |                |
| 41               | Driveways 83 SY +10= 93                  | 8,370.00                | 8,370.00                                |             |                                                             | 8,370.00                                                   | 100%       |                                      |                |
| 42               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 43               | MTL W-Beam GD Fen 335 LF                 |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 44               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 45               | Downstream Anchor Terminal 2 EA          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 46               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 47               | Guardrail End Treatment Install 2 EA     |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 48               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 49               | Wire Fence TY C 150 LF                   | 562.50                  | 251.25                                  |             |                                                             | 251.25                                                     | 45%        | 311.25                               |                |
| 50               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 51               | Wire Fence Remove 150 LF                 | 150.00                  | 300.00                                  |             |                                                             | 300.00                                                     | 200%       | (150.00)                             |                |
| 52               |                                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 53               | Relocate Existing Mailbox 3 EA-1= 2      | 2,000.00                | 2,000.00                                |             |                                                             | 2,000.00                                                   | 100%       |                                      |                |
| 54               | Dowel Curb Into Rip Rap 364 LF           | 1,820.00                | 1,820.00                                |             |                                                             | 1,820.00                                                   | 100%       |                                      |                |
| 55               | Steel Fence Install                      |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 56               | Steel Fence Remove                       |                         |                                         |             |                                                             |                                                            |            |                                      |                |
|                  | SUBTOTALS PAGE 3                         | 311,214.50              | 306,553.25                              |             |                                                             | 306,553.25                                                 | 99%        | 4,661.25                             |                |

# CONTINUATION SHEET

Page 4 of 3 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 6 FINAL RET

PROJECT:

APPLICATION DATE: 08/31/26

Fern Valley Rd Low Water Crossing Improvements

PERIOD TO: 31-Aug-26

ARCHITECT'S PROJECT NO:

| A<br>Item<br>No. | B<br>Description of Work | C<br>Scheduled<br>Value | D<br>Work Completed                     |             | F<br>Materials<br>Presently<br>Stored<br>(Not In<br>D or E) | G                                                          |            | H<br>Balance<br>To Finish<br>(C - G) | I<br>Retainage |
|------------------|--------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|------------------------------------------------------------|------------|--------------------------------------|----------------|
|                  |                          |                         | From Previous<br>Application<br>(D + E) | This Period |                                                             | Total<br>Completed<br>And Stored<br>To Date<br>(D + E + F) | %<br>(G/C) |                                      |                |
| 57               | Change Order #1          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 58               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 59               | Change Order #2          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 60               | 220LF TYPE D Fence       | 1,155.00                | 1,155.00                                |             |                                                             | 1,155.00                                                   | 100%       |                                      |                |
| 61               | Fence Demo               | 137.00                  | 137.00                                  |             |                                                             | 137.00                                                     | 100%       |                                      |                |
| 62               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 63               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 64               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 65               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 66               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 67               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 68               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 69               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 70               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 71               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 72               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 73               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 74               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 75               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 76               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 77               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 78               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 79               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 80               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 81               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 82               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 83               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
| 84               |                          |                         |                                         |             |                                                             |                                                            |            |                                      |                |
|                  | SUBTOTALS PAGE 4         | 312,506.50              | 307,845.25                              |             |                                                             | 307,845.25                                                 | 99%        | 4,661.25                             |                |

# HOLY

## Contractors, LLC

### Earth Work - Utilities - Paving

---

#### Affidavit of All Bills Paid

**Project:**

Fern Valley Road Low Water Crossing Improvements

**Owner**

McLennan County

**Affiant:** Jose Camarillo- Project Manager

Re: Affidavit of all Bills Paid

BEFORE ME, the undersigned authority, on this day personally appeared the above-named affiant, individually and as the representative of his company, who being by me here and now duly sworn upon oath says:

That all bills, charges, accounts and claims of every kind and nature for labor performed and materials furnished by and through him or his company on the above job and contract accordance with the contract documents, have been paid in full by his company and there are no sums whatsoever owing or unpaid for such labor or materials, except as follows:

Retainage

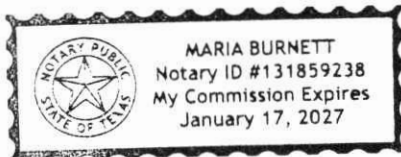
Jose Camarillo, Project Manager

**Date of Completion: 08/07/26**

Subscribed and sworn before me this \_\_07\_\_ day of August\_\_\_\_\_, 2026\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_





# HOLY

## Contractors, LLC

### Earth Work - Utilities - Paving

---

#### Warranty Guaranty

**Project:**

Fern Valley Road Low Water Crossing Improvements

**Owner**

McLennan County

Re: Warranty-Guarantee-

Holy Contractors, LLC, does hereby warrant and guarantee all labor and materials incorporated into the above referenced project by Holy Contractors, LLC and its subcontractors and material personnel, to be free from defects in material and workmanship for a period of 1 year from the **Date of completion** 08/07/26

Holy Contractors, LLC will repair or replace, to the satisfaction of the Owner any and all work which may prove to be defective within the warranty period.

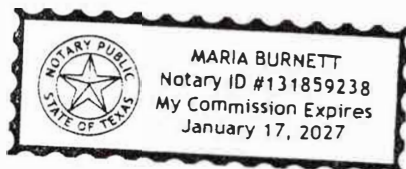
This Warranty-Guarantee is limited to defects in workmanship and materials for the period stated above and does not include defects and deterioration due to normal wear and tear, abuse, neglect or improper maintenance.

Jose Camarillo, Project Manager

**Date of Completion: 08/07/26**

Subscribed and sworn before me this 7 day of August, 2026.

Notary Public *M. Burnett*  
My Commission Expires 1-17-27





**AJL Engineering, Inc.**

6200 UTSA BLvd., Suite 202  
San Antonio, Texas 78249  
Tel: 210-663-1255  
alopez@ajl-engineering.com  
www.ajl-engineering.com

Approved for payment 9/4/2026

*Amy Burlarley-Hyland, PE, CFM*

Jacob Holden, PE  
McLennan County  
215 N. 5th St.  
Suite 130  
Waco, Texas 76701

**INVOICE**

INVOICE DATE: 8/28/2026  
INVOICE NO: Final  
BILLING THROUGH: 8/28/2026

**24-008 - Fern Valley Low Water Crossing**

Managed By: Alan Lopez, PE

| DESCRIPTION                           | CONTRACT<br>AMOUNT | %<br>COMPLETE | BILLED TO<br>DATE | PREVIOUSLY<br>BILLED | CURRENT<br>AMOUNT |
|---------------------------------------|--------------------|---------------|-------------------|----------------------|-------------------|
| 24-008A – Construction Administration | \$5,000.00         | 100.00        | \$0.00            | \$0.00               | \$5,000.00        |
| TOTAL                                 | \$87,500.00        |               | \$0.00            | \$0.00               | \$5,000.00        |

SUBTOTAL \$5,000.00

AMOUNT DUE THIS INVOICE \$5,000.00

This invoice is due on 9/30/2026

**ACCOUNT SUMMARY**

| BILLED TO DATE | PAID TO DATE | BALANCE DUE |
|----------------|--------------|-------------|
| \$82,500.00    | \$82,500.00  | \$5,000.00  |



Modern Geosciences, LLC

5100 Thompson Terrace  
Colleyville TX 76034

Phone # 682.223.1322 x200

# Invoice

|           |           |
|-----------|-----------|
|           | Invoice # |
| 8/20/2026 | 6828      |

|                                                                                        |
|----------------------------------------------------------------------------------------|
| Bill To                                                                                |
| Accounts Payable<br>McLennan County - Auditors<br>2124 N. 25th Street<br>Waco TX 76708 |

Approved for payment 9/4/2026

*Amy Burlarley-Hyland, PE, CFM*

| Proposal No.                                                                                                                         |        | Due Date  | Project                                                                                             | Other Information       |
|--------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|-----------------------------------------------------------------------------------------------------|-------------------------|
| P26250                                                                                                                               |        | 9/19/2026 | 26270 - 2 Bridges McLennan County_ACM                                                               |                         |
| Qty                                                                                                                                  | Item   | Rate      | Description                                                                                         | Amount                  |
|                                                                                                                                      |        |           | Purchase Order # 20266373-000                                                                       |                         |
| 1                                                                                                                                    | Report | 1,650.00  | Asbestos & Lead-Containing Paint Inspection:<br>091610AA0674001 – Seven Mile Lane over Brushy Creek | 1,650.00                |
| 1                                                                                                                                    | Report | 1,650.00  | Asbestos & Lead-Containing Paint Inspection:<br>091619AA0625002 – Thompson Road over Big Creek      | 1,650.00                |
| We appreciate the opportunity to work with you. PLEASE REMIT PAYMENT TO:<br>MODERN GEOSCIENCES LLC P.O. BOX 92083 SOUTHLAKE TX 76092 |        |           |                                                                                                     | <b>Total</b> \$3,300.00 |

Approved for payment 9/4/2026

*Amy Burlarley-Hyland, PE, CFM*

Invoice Total: \$13,500.00

Invoice #: ARIV1059050  
Invoice date: 8/21/2026  
Project Number: 31064-0001-01

PAYMENT INFORMATION

Remit Address

Quiddity Engineering, LLC  
PO Box 991  
Houston, TX 77001

EIN: 87-3888184 Email: [Payment@Quiddity.com](mailto:Payment@Quiddity.com)

Payments are due upon receipt. Standard payment options are ACH or check. We also accept all major credit cards subject to a 3% convenience fee.

McLennan County, Texas  
501 Washington Ave., Room 214  
Waco, 76701

For professional services from 11-Jul-2026 through 07-Aug-2026

31064-0001-01 McLennan County 2026 Bridge Repair WA#1

| Phase                                   | Fee        | Percent complete | Previous billing | Remaining contract | Current billing |
|-----------------------------------------|------------|------------------|------------------|--------------------|-----------------|
| Preliminary Engineering & Investigation | 90,000.00  | 90.00%           | 67,500.00        | 9,000.00           | 13,500.00       |
| Intermediate Design (60%)               | 35,000.00  | 0.00%            | 0.00             | 35,000.00          | 0.00            |
| Pre-Final Design (95%)                  | 20,000.00  | 0.00%            | 0.00             | 20,000.00          | 0.00            |
| Final Design (100%)                     | 5,000.00   | 0.00%            | 0.00             | 5,000.00           | 0.00            |
| Construction Phase Services             | 30,000.00  | 0.00%            | 0.00             | 30,000.00          | 0.00            |
| Subtotal                                | 180,000.00 | 45.00%           | 67,500.00        | 99,000.00          | 13,500.00       |
|                                         |            | Subtotal         |                  |                    | 13,500.00       |
|                                         |            |                  |                  | Invoice subtotal   | 13,500.00       |
|                                         |            |                  |                  | Total              | 13,500.00       |

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

| REQUESTED INCREASE(s) |          |          |        |            |                 |                          |                |                    |                |
|-----------------------|----------|----------|--------|------------|-----------------|--------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name  | Object (Acct:#) | Account Description      | Current Budget | Requested Increase | Amended Budget |
| 001                   | 10       | 20       | 0560   | Co Auditor | 501000          | Supplies                 | 11,503         | 600                | 12,103         |
| 001                   | 10       | 20       | 0560   | Co Auditor | 619102          | Professional Development | 16,000         | 1,400              | 17,400         |
|                       |          |          |        |            |                 |                          |                |                    |                |
|                       |          |          |        |            |                 |                          |                |                    |                |
|                       |          |          |        |            |                 | Total Increases          |                | 2,000              |                |

| REQUESTED DECREASE(s) |          |          |        |            |                 |                         |                |                    |                |
|-----------------------|----------|----------|--------|------------|-----------------|-------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name  | Object (Acct:#) | Account Description     | Current Budget | Requested Decrease | Amended Budget |
| 001                   | 10       | 20       | 0560   | Co Auditor | 502000          | Furniture and Equipment | 18,550         | 2,000              | 16,550         |
|                       |          |          |        |            |                 |                         |                |                    |                |
|                       |          |          |        |            |                 |                         |                |                    |                |
|                       |          |          |        |            |                 |                         |                |                    |                |
|                       |          |          |        |            |                 | Total Decreases         |                | 2,000              |                |

|                                                                                                                                                                     |                                                                                      |                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>BUDGET AMENDMENT JUSTIFICATION:</b>                                                                                                                              |                                                                                      |                                                                             |
| This budget amendment is requested by the County Auditor to increase "Supplies" and "Professional Development" to cover costs for the remainder of the fiscal year. |                                                                                      |                                                                             |
| <div>Respectfully Submitted<br/>Requestor</div> <div><u>Frances Bartlett</u></div>                                                                                  | <div>Approved as to form<br/>County Auditor</div> <div><u>Frances Bartlett</u></div> | <div>Approved by<br/>Commissioners Court<br/>County Judge</div> <div></div> |

## BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

**Re: Budget Amendment for: Fund 001 (General Fund)**

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

### REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name   | Object (Acct:#) | Project | Account Description                        | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-------------|-----------------|---------|--------------------------------------------|----------------|--------------------|----------------|
| 001  | 25       | 55       | 3650   | Co Wide R&B | 706101          | 5392    | Infrastructure - Bridges - Fern Valley LWC | -              | 5,000              | 5,000          |
|      |          |          |        |             |                 |         |                                            |                |                    |                |
|      |          |          |        |             |                 |         |                                            |                |                    |                |
|      |          |          |        |             |                 |         |                                            |                |                    |                |
|      |          |          |        |             |                 |         |                                            |                |                    |                |
|      |          |          |        |             |                 |         | <b>Total Increases</b>                     |                | 5,000              |                |

### REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name   | Object (Acct:#) | Project | Account Description            | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-------------|-----------------|---------|--------------------------------|----------------|--------------------|----------------|
| 001  | 25       | 55       | 3650   | Co Wide R&B | 705100          |         | Cap Outly - Right-Of-Way Purch | 55,000         | 5,000              | 50,000         |
|      |          |          |        |             |                 |         |                                |                |                    |                |
|      |          |          |        |             |                 |         |                                |                |                    |                |
|      |          |          |        |             |                 |         |                                |                |                    |                |
|      |          |          |        |             |                 |         |                                |                |                    |                |
|      |          |          |        |             |                 |         | <b>Total Decreases</b>         |                | 5,000              |                |

### BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by County Wide R&B to cover the cost of the attached invoice for Fern Valley LWC.

**Respectfully Submitted  
Requestor**

**Approved as to form  
County Auditor**

**Approved by  
Commissioners Court  
County Judge**



## AJL Engineering, Inc.

6200 UTSA BLvd., Suite 202  
San Antonio, Texas 78249  
Tel: 210-663-1255  
alopez@ajl-engineering.com  
www.ajl-engineering.com

Approved for payment 9/4/2026

*Amy Burlarley-Hyland, PE, CFM*

Jacob Holden, PE  
McLennan County  
215 N. 5th St.  
Suite 130  
Waco, Texas 76701

## INVOICE

INVOICE DATE: 8/28/2026  
INVOICE NO: Final  
BILLING THROUGH: 8/28/2026

### 24-008 - Fern Valley Low Water Crossing

Managed By: Alan Lopez, PE

| DESCRIPTION                           | CONTRACT<br>AMOUNT | %<br>COMPLETE | BILLED TO<br>DATE | PREVIOUSLY<br>BILLED | CURRENT<br>AMOUNT |
|---------------------------------------|--------------------|---------------|-------------------|----------------------|-------------------|
| 24-008A – Construction Administration | \$5,000.00         | 100.00        | \$0.00            | \$0.00               | \$5,000.00        |
| <b>TOTAL</b>                          | <b>\$87,500.00</b> |               | <b>\$0.00</b>     | <b>\$0.00</b>        | <b>\$5,000.00</b> |

**SUBTOTAL** **\$5,000.00**

**AMOUNT DUE THIS INVOICE** **\$5,000.00**

This invoice is due on 9/30/2026

### ACCOUNT SUMMARY

| BILLED TO DATE | PAID TO DATE | BALANCE DUE |
|----------------|--------------|-------------|
| \$82,500.00    | \$82,500.00  | \$5,000.00  |

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

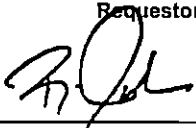
I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

| REQUESTED INCREASE(s) |          |          |        |           |                |                         |                |                    |                |
|-----------------------|----------|----------|--------|-----------|----------------|-------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name | Object (Acct#) | Account Description     | Current Budget | Requested Increase | Amended Budget |
| 001                   | 20       | 35       | 3120   | Const 2   | 502000         | Furniture and Equipment | 750            | 820                | 1,570          |
|                       |          |          |        |           |                |                         |                |                    |                |
|                       |          |          |        |           |                |                         |                |                    |                |
|                       |          |          |        |           |                | Total Increases         |                | 820                |                |

| REQUESTED DECREASE(s) |          |          |        |           |                |                            |                |                    |                |
|-----------------------|----------|----------|--------|-----------|----------------|----------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name | Object (Acct#) | Account Description        | Current Budget | Requested Decrease | Amended Budget |
| 001                   | 20       | 35       | 3120   | Const 2   | 610101         | Travel Reimb - Off and Emp | 69,000         | 820                | 68,180         |
|                       |          |          |        |           |                |                            |                |                    |                |
|                       |          |          |        |           |                |                            |                |                    |                |
|                       |          |          |        |           |                | Total Decreases            |                | 820                |                |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by Constable 2 to increase "Furniture and Equipment" from the department's "Travel Reimb - Off and Emp" line to purchase a bullet proof vest for an employee that was hired 8/31/26.

|                                                                                     |                                                                                     |                                                    |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------|
| Respectfully Submitted<br>Requestor                                                 | Approved as to form<br>County Auditor                                               | Approved by<br>Commissioners Court<br>County Judge |
|  |  |                                                    |

CONSTABLE PRECINCT 2



## BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

**Re: Budget Amendment for: Fund 001 (General Fund)**

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

### REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description     | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-------------------------|----------------|--------------------|----------------|
| 001  | 20       | 35       | 3140   | Const 4   | 502000          | Furniture and Equipment | 1,500          | 2,000              | 3,500          |
|      |          |          |        |           |                 |                         |                |                    |                |
|      |          |          |        |           |                 |                         |                |                    |                |
|      |          |          |        |           |                 |                         |                |                    |                |
|      |          |          |        |           |                 | Total Increases         |                | 2,000              |                |

### REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description            | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|--------------------------------|----------------|--------------------|----------------|
| 001  | 20       | 35       | 3140   | Const 4   | 601100          | Telephone, Internet, Comp Line | 1,560          | 112                | 1,448          |
| 001  | 20       | 35       | 3140   | Const 4   | 601111          | Other Services and Charges     | 2,348          | 700                | 1,648          |
| 001  | 20       | 35       | 3140   | Const 4   | 610101          | Travel Reimb - Off and Emp     | 43,550         | 188                | 43,362         |
| 001  | 20       | 35       | 3140   | Const 4   | 619102          | Professional Development       | 1,000          | 1,000              | -              |
|      |          |          |        |           |                 |                                |                |                    |                |
|      |          |          |        |           |                 |                                |                |                    |                |
|      |          |          |        |           |                 | Total Decreases                |                | 2,000              |                |

#### BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by Constable 4 to increase "Furniture and Equipment" to purchase a shredder, 3 ergonomic office chairs, and 3 ergonomic keyboards.

Respectfully Submitted  
Requestor



Approved as to form  
County Auditor

Approved by  
Commissioners Court  
County Judge

Constable, Pct. 4

| DECREASE: | FUND | FUNCTION | SUB-FUNCTION | DEPT # | ACCOUNT | ACCOUNT DESC                   | DECREASE AMOUNT |                |
|-----------|------|----------|--------------|--------|---------|--------------------------------|-----------------|----------------|
|           | 001  | 20       | 35           | 3140   | 601100  | Telephone, Internet, Comp Line | \$ 112          |                |
|           | 001  | 20       | 35           | 3140   | 601111  | Other Services/Charges         | \$ 700          |                |
|           | 001  | 20       | 35           | 3140   | 610101  | Travel Reimb.                  | \$ 188          |                |
|           | 001  | 20       | 35           | 3140   | 619102  | Professional Development       | \$ 1,000        |                |
|           |      |          |              |        |         |                                | \$ 2,000        | TOTAL DECREASE |

| INCREASE | FUND | FUNCTION | SUB-FUNCTION | DEPT # | ACCOUNT | ACCOUNT DESC          | DECREASE AMOUNT |                |
|----------|------|----------|--------------|--------|---------|-----------------------|-----------------|----------------|
|          | 001  | 20       | 35           | 3140   | 502000  | Furniture & Equipment | \$ 2,000        |                |
|          |      |          |              |        |         |                       |                 |                |
|          |      |          |              |        |         |                       | \$ 2,000        | TOTAL INCREASE |

Needed to purchase a newer and and more efficient shredder; plus ergonomic office chairs and ergonomic computer keyboards for constable and 2 deputies (to replace the older and non-ergonomic versions).

\*Amazon pricing may vary at time of order.

\*\* One item is a "Limited Time Deal" pricing and may increase at time of ordering on 9/16/2026.

SEE ATTACHED AMAZON CART with item details and pricing as of 9/03/2026.

# Shopping Cart

Deselect all items

Price



## Logitech Ergo K860 Wireless Ergonomic Keyboard with Wrist Rest and MX Vertical Wireless Mouse

\$214<sup>98</sup>

In Stock

This bundle contains 2 items (these items may ship separately)

Logitech Ergo K860 Wireless Ergonomic Split Keyboard with Wrist Rest  
Logitech MX Vertical Wireless Mouse Ergonomic Design - Graphite

Delivery **Sat, Sep 5**

This is a gift [Learn more](#)

Pay \$43.00/mo x 5 at 0% APR with Amazon Monthly Payments

Qty: 1



## Logitech Wave Keys & Lift Vertical Mouse Ergonomic Wireless Combo, Graphite | Wave-shaped ergonomic keyboard with

\$109<sup>99</sup>

In Stock

**Two-Day**

FREE delivery **Sat, Sep 5**

FREE Returns

This is a gift [Learn more](#)

Style: Right-Handed

Pattern Name: Combo

Color: Graphite

2

\$219.98 for 2



## La-Z-Boy Big and Tall Executive Office Chair Lumbar Support, Leather Chair | Delano, Wood Arms Base, 350lb Capacity

In Stock

FREE delivery **Wed, Sep 9**. Order within 40 mins

Gift options not available. [Learn more](#)

Pay \$73.41/mo x 5 at 0% APR with Amazon Monthly Payments per item

Color: Black With Mahogany Wood Finish

3

$367.03 (x3) = \$1,101.09$   
 $431.80 (x3) = \$1,295.40$

Limited time deal

-15% \$367<sup>03</sup> ✕

List Price: \$431.80

MAY BE  
THIS PRICE  
AT TIME OF  
ORDERING



## Fellowes Powershred 225Mi 100% Jam Proof 14-Sheet Micro-Cut Commercial Grade Paper Shredder (4620001)

\$1,580<sup>99</sup>

In Stock

Shipped from: OfficeReady

\$20 delivery **Wed, Sep 16**

Gift options not available. [Learn more](#)

Style: Micro-Cut

Size: 14-Sheet

1

Subtotal (8 items): \$3,117.04 ✕

\* Amazon Pricing May Vary  
at time of ordering

\$3,117.04 - \$3,311.35

## BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

**Re: Budget Amendment for: Fund 001 (General Fund)**

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

### REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Account Description           | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|------------------|-------------------------------|----------------|--------------------|----------------|
| 001  | 10       | 10       | 0210   | Dist Atty | 530100           | Motor Vehicle Operating (FOG) | 8,000          | 2,000              | 10,000         |
| 001  | 10       | 10       | 0210   | Dist Atty | 605100           | Postage/Shipping              | 5,500          | 1,000              | 6,500          |
|      |          |          |        |           |                  |                               |                |                    |                |
|      |          |          |        |           |                  |                               |                |                    |                |
|      |          |          |        |           |                  | Total Increases               |                | 3,000              |                |

### REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|------------------|---------------------|----------------|--------------------|----------------|
| 001  | 10       | 10       | 0210   | Dist Atty | 616101           | Software Licensing  | 55,000         | 3,000              | 52,000         |
|      |          |          |        |           |                  |                     |                |                    |                |
|      |          |          |        |           |                  |                     |                |                    |                |
|      |          |          |        |           |                  | Total Decreases     |                | 3,000              |                |

### BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by the District Attorney's office to increase "Motor Vehicle Operating (FOG)" and "Postage/Shipping" from the department's "Software Licensing" budget to cover costs for the remainder of the fiscal year.

Respectfully Submitted  
Requestor



Approved as to form  
County Auditor



Approved by  
Commissioners Court  
County Judge

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

| REQUESTED INCREASE(s) |          |          |        |            |                 |                        |                |                    |                |
|-----------------------|----------|----------|--------|------------|-----------------|------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name  | Object (Acct:#) | Account Description    | Current Budget | Requested Increase | Amended Budget |
| 001                   | 15       | 26       | 1500   | Dist Clerk | 606000          | Repair and Maintenance | 5,200          | 250                | 5,450          |
|                       |          |          |        |            |                 |                        |                |                    |                |
|                       |          |          |        |            |                 |                        |                |                    |                |
|                       |          |          |        |            |                 |                        |                |                    |                |
|                       |          |          |        |            |                 | Total Increases        |                | 250                |                |

| REQUESTED DECREASE(s) |          |          |        |            |                 |                            |                |                    |                |
|-----------------------|----------|----------|--------|------------|-----------------|----------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name  | Object (Acct:#) | Account Description        | Current Budget | Requested Decrease | Amended Budget |
| 001                   | 15       | 26       | 1500   | Dist Clerk | 601111          | Other Services and Charges | 5,000          | 250                | 4,750          |
|                       |          |          |        |            |                 |                            |                |                    |                |
|                       |          |          |        |            |                 |                            |                |                    |                |
|                       |          |          |        |            |                 |                            |                |                    |                |
|                       |          |          |        |            |                 | Total Decreases            |                | 250                |                |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by the District Clerk to increase "Repair and Maintenance" from the department's "Other Services and Charges" budget to accommodate a printer repair job.

|                                                                                                                                                |                                                                                                                                                  |                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <div>Respectfully Submitted<br/>Requestor</div> <div></div> | <div>Approved as to form<br/>County Auditor</div> <div></div> | <div>Approved by<br/>Commissioners Court<br/>County Judge</div> <div></div> |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|



## BUDGET AMENDMENT REQUEST

McLennan County Commissioner's Court  
McLennan County Courthouse  
Waco, Texas 76701

Re: Budget Amendment for:

I hereby request the following budget amendment for the fiscal year ending 09/30/26:

### REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name   | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-------------|-----------------|---------------------|----------------|--------------------|----------------|
| 001  | 10       | 05       | 0130   | Engineering | 502000          | Furn & Equipment    | 52,400         | 8,000              | 60,400         |
| 001  | 10       | 05       | 0130   | Engineering | 501000          | Supplies            | 4,700          | 1,000              | 5,700          |
|      |          |          |        |             |                 |                     |                |                    |                |
|      |          |          |        |             |                 |                     |                |                    |                |
|      |          |          |        |             |                 |                     |                |                    |                |
|      |          |          |        |             |                 |                     |                |                    |                |
|      |          |          |        |             |                 |                     |                |                    | -              |
|      |          |          |        |             |                 |                     |                |                    | -              |
|      |          |          |        |             |                 |                     |                |                    | -              |
|      |          |          |        |             |                 |                     |                |                    | -              |
|      |          |          |        |             |                 | Total Increases     |                | 9,000              |                |

### REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name   | Object (Acct:#) | Account Description      | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-------------|-----------------|--------------------------|----------------|--------------------|----------------|
| 001  | 10       | 05       | 0130   | Engineering | 601111          | Other Services & Charges | 163,230        | 9,000              | 154,230        |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 |                          |                |                    |                |
|      |          |          |        |             |                 | Total Decreases          |                | 9,000              |                |

### BUDGET AMENDMENT JUSTIFICATION:

Increase Furn & Equipment to Cover a/v expenses for relocation  
Increase Supplies to Cover expenses for relocation

Respectfully Submitted  
Requestor:



Approved as to form  
County Auditor



Approved by  
Commissioners' Court  
County Judge



## BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

**Re: Budget Amendment for: Fund 001 (General Fund)**

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

### REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Account Description        | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|------------------|----------------------------|----------------|--------------------|----------------|
| 001  | 15       | 27       | 1641   | JP 4      | 501000           | Supplies                   | 5,500          | 90                 | 5,590          |
| 001  | 15       | 27       | 1641   | JP 4      | 601111           | Other Services and Charges | 1,500          | 200                | 1,700          |
|      |          |          |        |           |                  |                            |                |                    |                |
|      |          |          |        |           |                  |                            |                |                    |                |
|      |          |          |        |           |                  | Total Increases            |                | 290                |                |

### REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Account Description      | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|------------------|--------------------------|----------------|--------------------|----------------|
| 001  | 15       | 27       | 1641   | JP 4      | 617401           | Lang Tran - General      | 1,103          | 90                 | 1,013          |
| 001  | 15       | 27       | 1641   | JP 4      | 619102           | Professional Development | 1,000          | 200                | 800            |
|      |          |          |        |           |                  |                          |                |                    |                |
|      |          |          |        |           |                  |                          |                |                    |                |
|      |          |          |        |           |                  | Total Decreases          |                | 290                |                |

### BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by Justice of the Peace, Pct. 4 to increase "Supplies" to cover costs for the remainder of the fiscal year, and "Other Services and Charges" to cover the cost of the attached invoice.

Respectfully Submitted  
Requestor



Approved as to form  
County Auditor

*Frances Bartlett*

Approved by  
Commissioners Court  
County Judge



**FP Mailing Solutions**  
140 N Mitchell Ct. Suite 200  
Addison, IL 60101-5629  
[www.fp-usa.com](http://www.fp-usa.com)

**INVOICE** Page No. 1

|                                 |             |
|---------------------------------|-------------|
| Invoice No.                     | RI107460257 |
| Date                            | 8/24/2026   |
| Account No.                     | 600105529   |
| Web Pin                         | 850168      |
| Payment Terms                   | NET 30 DAYS |
| Due Date                        | 9/23/2026   |
| Contract:                       | RO1453818   |
| PO #                            |             |
| PRECINCT 4                      |             |
| 415 N JOHNSON DR                |             |
| UNIT A                          |             |
| Customer Service: (800)341-6052 |             |
| Tax ID: 38-1716563              |             |

MCLENNAN COUNTY AUDITORS  
OFFICE  
415 N JOHNSON DR  
UNIT A  
MCGREGOR TX 76657-1409

Visit [www.myfp-portal.com/us/login](http://www.myfp-portal.com/us/login) for billing / account managment.

| Description                    | Quantity | Rental Period |          | Serial No. | Amount |
|--------------------------------|----------|---------------|----------|------------|--------|
| POSTBASE MINI NPSD COMMERCIAL  | 1        | 08/23/26      | 08/22/27 | 71822286   |        |
| POSTBASE MINI BASE AND SCALE   | 1        | 08/23/26      | 08/22/27 | MN007163   |        |
| UNLIMITED RESETS               | 1        | 08/23/26      | 08/22/27 |            |        |
| POSTBASE RATEGUARD 5-15LB      | 1        | 08/23/26      | 08/22/27 |            |        |
| REMOTEONE SOFTWARE ACTIVATION  | 1        | 08/23/26      | 08/22/27 |            |        |
| PSD ALLOCATED MAINTENANCE      | 1        | 08/23/26      | 08/22/27 |            |        |
| SHIPPING LIC W/O CARRIER/USER  | 1        | 08/23/26      | 08/22/27 |            |        |
| FP PARCEL SHIPPING USER LICENS | 1        | 08/23/26      | 08/22/27 |            |        |
| FP PARCEL SHIPPING USPS CARRIE | 1        | 08/23/26      | 08/22/27 |            |        |

Make online payments: [www.myfp-portal.com/us/login](http://www.myfp-portal.com/us/login)  
Mail Payments : PO BOX 157  
Bedford Park, IL 60499-0157

Please return this portion with Payment and make  
check payable to - FRANCOTYP-POSTALIA, INC.

Subtotal: 275.40  
Total Sales Tax: 0.00

|                   |               |
|-------------------|---------------|
| <b>Total USD:</b> | <b>275.40</b> |
|-------------------|---------------|

**Balance Due on Account as of 8/23/2026 275.40**

MCLENNAN COUNTY AUDITORS  
OFFICE  
415 N JOHNSON DR  
UNIT A  
MCGREGOR TX 76657-1409

Account No: 600105529  
Invoice No: RI107460257  
Phone No: 2547575156  
275.40

010600105529 000000000RI107460257 000027540



## BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

**Re: Budget Amendment for: Fund 001 (General Fund)**

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

### REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Account Description    | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|------------------|------------------------|----------------|--------------------|----------------|
| 001  | 10       | 05       | 0110   | MOB       | 606000           | Repair and Maintenance | 1,376,560      | 13,000             | 1,389,560      |
|      |          |          |        |           |                  |                        |                |                    |                |
|      |          |          |        |           |                  |                        |                |                    |                |
|      |          |          |        |           |                  |                        |                |                    |                |
|      |          |          |        |           |                  | Total Increases        |                | 13,000             |                |

### REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Account Description        | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|------------------|----------------------------|----------------|--------------------|----------------|
| 001  | 10       | 05       | 0110   | MOB       | 601111           | Other Services and Charges | 59,900         | 6,000              | 53,900         |
| 001  | 10       | 05       | 0110   | MOB       | 616101           | Software Licensing         | 7,384          | 7,000              | 384            |
|      |          |          |        |           |                  |                            |                |                    |                |
|      |          |          |        |           |                  |                            |                |                    |                |
|      |          |          |        |           |                  | Total Decreases            |                | 13,000             |                |

#### BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by MOB to increase "Repair and Maintenance" from the department's "Other Services and Charges" and "Software Licensing" budgets to cover costs for the remainder of the fiscal year.

Respectfully Submitted  
Requestor

Approved as to form  
County Auditor

Approved by  
Commissioners Court  
County Judge



*Frances Bartlett*

\_\_\_\_\_

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

| REQUESTED INCREASE(s) |          |          |        |           |                 |                               |                |                    |                |
|-----------------------|----------|----------|--------|-----------|-----------------|-------------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description           | Current Budget | Requested Increase | Amended Budget |
| 001                   | 10       | 05       | 0120   | MOE       | 530102          | Tires Tubes & Batteries       | 55,000         | 1,800              | 56,800         |
| 001                   | 20       | 35       | 2200   | Sheriff   | 530100          | Motor Vehicle Operating (FOG) | 384,950        | 49,000             | 433,950        |
| 001                   | 30       | 66       | 2414   | Jail Med  | 616101          | Software Licensing            | 10,975         | 200                | 11,175         |
| 001                   | 30       | 66       | 2415   | JHDC Med  | 616101          | Software Licensing            | 10,975         | 200                | 11,175         |
| 001                   | 30       | 66       | 2415   | JHDC Med  | 625105          | Management Services           | 1,020,517      | 39,000             | 1,059,517      |
|                       |          |          |        |           |                 |                               |                |                    |                |
|                       |          |          |        |           |                 | Total Increases               |                | 90,200             |                |

| REQUESTED DECREASE(s) |          |          |        |            |                 |                               |                |                    |                |
|-----------------------|----------|----------|--------|------------|-----------------|-------------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name  | Object (Acct:#) | Account Description           | Current Budget | Requested Decrease | Amended Budget |
| 001                   | 20       | 35       | 2200   | Sheriff    | 501000          | Supplies                      | 435,110        | 34,800             | 400,310        |
| 001                   | 20       | 35       | 2200   | Sheriff    | 616101          | Software Licensing            | 230,148        | 13,000             | 217,148        |
| 001                   | 20       | 40       | 2410   | Hwy 6 Jail | 530100          | Motor Vehicle Operating (FOG) | 66,750         | 16,000             | 50,750         |
| 001                   | 20       | 40       | 2410   | Hwy 6 Jail | 601111          | Other Services and Charges    | 122,905        | 200                | 122,705        |
| 001                   | 20       | 40       | 2411   | JHDC       | 601111          | Other Services and Charges    | 33,000         | 200                | 32,800         |
| 001                   | 30       | 66       | 2414   | Jail Med   | 625105          | Management Services           | 1,464,631      | 26,000             | 1,438,631      |
|                       |          |          |        |            |                 |                               |                |                    |                |
|                       |          |          |        |            |                 | Total Decreases               |                | 90,200             |                |

**BUDGET AMENDMENT JUSTIFICATION:**

This budget amendment is requested by the Sheriff's Office to increase various lines amongst several departments to cover costs for the remainder of the fiscal year.

Respectfully Submitted  
Requestor

Approved as to form  
County Auditor

Approved by  
Commissioners Court  
County Judge

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

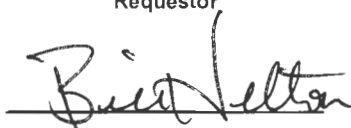
I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

| REQUESTED INCREASE(s) |          |          |        |           |                 |                     |                |                    |                |
|-----------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
| 001                   | 10       | 20       | 0580   | Treasurer | 605100          | Postage/Shipping    | 7,000          | 1,200              | 8,200          |
|                       |          |          |        |           |                 |                     |                |                    |                |
|                       |          |          |        |           |                 |                     |                |                    |                |
|                       |          |          |        |           |                 |                     |                |                    |                |
|                       |          |          |        |           |                 | Total Increases     |                | 1,200              |                |

| REQUESTED DECREASE(s) |          |          |        |           |                 |                            |                |                    |                |
|-----------------------|----------|----------|--------|-----------|-----------------|----------------------------|----------------|--------------------|----------------|
| Fund                  | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description        | Current Budget | Requested Decrease | Amended Budget |
| 001                   | 10       | 20       | 0580   | Treasurer | 601111          | Other Services and Charges | 3,740          | 1,200              | 2,540          |
|                       |          |          |        |           |                 |                            |                |                    |                |
|                       |          |          |        |           |                 |                            |                |                    |                |
|                       |          |          |        |           |                 |                            |                |                    |                |
|                       |          |          |        |           |                 | Total Decreases            |                | 1,200              |                |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by the County Treasurer to increase "Postage/Shipping" from the department's "Other Services and Charges" budget to cover costs for the remainder of the fiscal year.

|                                                                                                                                        |                                                                                                                                          |                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <p>Respectfully Submitted<br/>Requestor</p> <p></p> | <p>Approved as to form<br/>County Auditor</p> <p></p> | <p>Approved by<br/>Commissioners Court<br/>County Judge</p> <p>_____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|

## BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

**Re: Budget Amendment for: Fund 001 (General Fund)**

I hereby request the following budget amendment for the fiscal year ending 09/30/2026:

### REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description    | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------|----------------|--------------------|----------------|
| 001  | 25       | 56       | 3610   | R&B 1     | 606000          | Repair and Maintenance | 215,000        | 16,000             | 231,000        |
| 001  | 25       | 56       | 3610   | R&B 1     | 701000          | Capital Outlay         | 330,800        | 100                | 330,900        |
|      |          |          |        |           |                 |                        |                |                    |                |
|      |          |          |        |           |                 |                        |                |                    |                |
|      |          |          |        |           |                 | Total Increases        |                | 16,100             |                |

### REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description           | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-------------------------------|----------------|--------------------|----------------|
| 001  | 25       | 56       | 3610   | R&B 1     | 530100          | Motor Vehicle Operating (FOG) | 150,000        | 3,600              | 146,400        |
| 001  | 25       | 56       | 3610   | R&B 1     | 601111          | Other Services and Charges    | 40,000         | 10,000             | 30,000         |
| 001  | 25       | 56       | 3610   | R&B 1     | 619102          | Professional Development      | 6,500          | 2,500              | 4,000          |
|      |          |          |        |           |                 |                               |                |                    |                |
|      |          |          |        |           |                 |                               |                |                    |                |
|      |          |          |        |           |                 | Total Decreases               |                | 16,100             |                |

### BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by R&B 1 to increase "Repair and Maintenance" to cover costs for the remainder of the fiscal year, and "Capital Outlay" to cover an expense that was originally charged to a wrong account.

Respectfully Submitted  
Requestor

Approved as to form  
County Auditor

Approved by  
Commissioners Court  
County Judge



**RE:    FY 2027 VICTIM COORDINATOR AND LIAISON GRANT (VCLG) CONTRACT**

---

**Contract Number:** C-03355

**Grantee:** McLennan County District Attorney's Office

**Amount:** \$49,500.00

**Executed:** 9/2/2026 | 4:02 PM CDT

**Term:** September 1, 2026 – August 31, 2027

**Budget Coding:**

| ORG     | PCA   | Agy Obj  |
|---------|-------|----------|
| B310000 | 11310 | 76125137 |

# GRANT CONTRACT

OAG Grant Contract No. C-03355

This contract (“Grant Contract”) is executed between the Office of the Attorney General (“OAG”) and McLennan County District Attorney’s Office (“GRANTEE”). The OAG and GRANTEE may be referred to in this Grant Contract individually as “Party” or collectively as “Parties.”

## SECTION 1. PURPOSES OF THIS GRANT CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program (“Grant Program”) is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56A.201 - 56A.204, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this Grant Contract is to provide reasonable contractual controls to ensure that the public purposes of the Grant Program are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56A.201-204 (and more specifically described in Article 56A.052), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the terms, conditions, and limitations of each specific grant contract with each VCLG Grantee, VCLG grant contract funding awarded (“Grant Funds”) must be used for victim-related services or assistance.

## SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2026, and shall terminate August 31, 2027, unless it is terminated earlier in accordance with another provision of this Grant Contract (“Contract Term”).

## SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

**3.1 GRANTEE’s Compliance with Grant Application Kit.** GRANTEE shall comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2026-2027 Grant Application Kit (“Application Kit”) which is incorporated to this Grant Contract by reference. GRANTEE acknowledges and agrees that the Application Kit may be supplemented, amended, or adjusted by the OAG and that GRANTEE is charged with knowledge of the current terms of the Application Kit for the duration of the Contract Term. All statements, information, and documentation submitted to the OAG for approval of GRANTEE’s participation in the Grant

Program, including narrative and budget, shall be considered, and referred to collectively, as the GRANTEE's "Grant Application."

**3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.** The following are at the sole discretion of the OAG:

- (1) the OAG will establish the initial budget as submitted in GRANTEE'S Grant Application;
- (2) the OAG will establish the final project targets, outputs, Special Conditions (defined below), and outcomes based on GRANTEE's Grant Application; and
- (3) the OAG may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items deemed appropriate by the OAG, at any time, during the Contract Term.

**3.3 Grant Narrative.** GRANTEE's Grant Application submitted in response to the Application Kit, including the narrative contained therein as submitted by GRANTEE and as further modified by the OAG, which is in the possession of, acknowledged, and known by both Parties is hereby incorporated by reference into this Grant Contract. GRANTEE hereby certifies that the information provided in GRANTEE's Grant Application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein.

**3.4 Special Conditions.** The OAG may, in its sole discretion, impose Special Conditions, as that term is defined in the Application Kit, on GRANTEE without notice and without amending this Grant Contract. The OAG, in its sole discretion, may also supplement, amend, or adjust any Special Conditions imposed on GRANTEE. GRANTEE acknowledges and agrees in advance to satisfy the requirements of any Special Conditions imposed by the OAG. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

## **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall provide to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it provides each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to provide to the OAG shall be promptly sent.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization; Changes in Authorized Official; or GRANTEE Contact.** GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business or otherwise operate in Texas. Such notice must be provided in advance, when possible, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change. A change in GRANTEE's name requires an amendment to this Grant Contract pursuant to section 12.3 of this Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority to act on behalf of GRANTEE. To change the GRANTEE Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include, without limitation: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures; compliance with applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations, or other applicable requirements. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Texas Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying Grant Program or Funds may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with the OAG, the State of Texas, or any other state agency pursuant to this Grant Contract, and not otherwise excepted from



disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the OAG, the State of Texas, or any other state agency.

## **4.2 Programmatic Reports**

**4.2.1 Quarterly Statistical (Performance) Reports.** GRANTEE shall deliver to the OAG quarterly statistical reports no later than the thirtieth (30th) day of each month following the end of each fiscal quarter of the State fiscal year covered by the Contract Term. The four (4) quarters, within each year covered by the Contract Term, end respectively on the last day of the months of November, February, May and August. Accordingly, quarterly statistical reports, for each respective quarter, are due on or before December thirtieth (30th), March thirtieth (30th), June thirtieth (30th), and September thirtieth (30th) of each State fiscal year covered by the Contract Term.

**4.2.2 Contents of Quarterly Statistical Reports.** The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as submitted in GRANTEE's Grant Application and accepted by the OAG or otherwise established by the OAG pursuant to section 3.2 above;
- b. Outputs and Outcomes as submitted in GRANTEE's Grant Application, accepted by the OAG or otherwise established by the OAG pursuant to section 3.2 above; and
- c. Program Narratives.

**4.2.3 Written Explanation of Variance.** GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from the projected performance included within the implementation plan submitted by GRANTEE as part of GRANTEE's Grant Application or as otherwise agreed between the Parties. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.4 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its Designees.

GRANTEE shall submit service delivery reports required by this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an appropriate format and on a timely basis. GRANTEE shall make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its Designees.

## **4.3 Financial Matters**

**4.3.1 Grant Budget.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget as established in this Grant Contract.

**4.3.2 Monthly Request for Reimbursement and Financial Status Report.** Grant Funds are paid on a cost-reimbursement basis. GRANTEE will submit, each month, a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for providing services under this Grant Contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this Grant Contract.

The request for reimbursement will be submitted to the OAG in the form and manner approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

**4.3.3 Fiscal Year-End Required Reports.** GRANTEE must submit State fiscal year-end required reports to the OAG not later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each State fiscal year. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior State fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit a report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with Grant Funds (“Equipment Inventory Report”).

**4.3.4 Compliance with Single Audit and Annual Independent Financial Audit Reporting Requirements.** GRANTEE shall comply with the following audit reporting requirements as applicable:

- a. GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization, and management letter of the audit findings, to the OAG within nine (9) months of the end of the fiscal year of the GRANTEE. The Single Audit must meet both the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR 200, and the Texas

Grant Management Standards (TxGMS) requirements. For GRANTEES whose expenditures require the completion of a Single Audit, the submission of an Annual Independent Financial Audit will not satisfy the auditing requirement of this section.

- b. GRANTEES that are required to undergo an Annual Independent Financial Audit (by statute, regulation, or organizational policy) must submit the Annual Independent Financial Audit of the complete program and/or organization, and management letter of the audit findings, if requested by the OAG.
- c. GRANTEES who do not meet the expenditure threshold requiring a Single Audit, and are not required (by statute, regulation, or organizational policy) to complete an Annual Independent Financial Audit, are not required to submit an annual audit to the OAG.

#### **4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Final Invoice.**

GRANTEE is responsible for submitting bills in an accurate and timely manner. GRANTEE shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20<sup>th</sup>) day of each month, or if the twentieth 20<sup>th</sup> day falls on a weekend or holiday, the next business day. The OAG will make reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE shall submit a final invoice that must be received by the OAG not later than the earlier of (i) twenty (20) calendar days after the end of the Contract Term; or (ii) twenty (20) calendar days after the end of each State fiscal year.

**4.3.6 Reimbursement of Actual and Allowable Allocable Costs.** The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the Contract Term and is not obligated to reimburse any costs or expenses that were incurred outside the Contract Term. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this Grant Contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid under this Grant Contract, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, GRANTEE shall promptly refund that amount identified by the OAG as an overpayment. The OAG, in its sole discretion, may offset and deduct any amount of the overpayment from any amount owed to GRANTEE or may require repayment directly from GRANTEE. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

#### **4.3.8 Purchase of Equipment; Maintenance and Repair; and Title upon Termination.**

GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds under this Grant Contract. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request (in addition to the Equipment Inventory Report

called for in section 4.3.3(b) above); however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with Grant Funds under this Grant Contract to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG, and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any Grant Funds or payments due under this Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

#### **4.4 Compromising Matters**

**4.4.1 GRANTEE Policy on Fraud, Waste, or Abuse and OAG Notification.** GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

**4.4.2 Reporting of Data Security Incidents.** GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

**4.4.3 Conduct Unbecoming.** GRANTEE warrants that during the Contract Term, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation, dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

**4.4.4 Criminal or Civil Indictment, Charges, or Convictions.** GRANTEE warrants that neither its principals, agents, nor any other individual involved with the daily operations or oversight of GRANTEE and/or the Grant Funds or services provided under the Grant Program are (a) presently under indictment or otherwise criminally or civilly charged by any governmental entity (federal, state, local, or international) for crimes or offenses related to fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury or making other criminally or civilly liable false statements, receiving stolen property, deceptive trade practices, antitrust violations, data security or privacy violations, or any crime or violation of any kind whatsoever in connection with obtaining, attempting to obtain, or performing a publicly funded transaction or contract (whether by grant, appropriation, or any other funding source at any level of federal, state, or local government), or (b) have been convicted, indicted, or charged with any such offenses, crimes, or violations with the three (3) calendar years preceding the effective date of this Grant Contract. GRANTEE represents and warrants that it will notify the OAG in writing within five (5) business days of any changes to the representations or warranties in this section and understands that failure to so timely update the OAG would be a material breach of this Grant Contract and grounds for termination. Pursuant to sections 4.3.7 and 9.2 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion), and the OAG may place GRANTEE on a financial hold pending review of any change in circumstances under this section.

## **SECTION 5. OBLIGATIONS OF THE OAG**

**5.1 Monitoring.** The OAG will monitor GRANTEE to ensure the effective and efficient use of Grant Funds to accomplish the purposes of this Grant Contract.

**5.2 Maximum Liability of the OAG.** The total amount of this Grant Contract shall not exceed

the sum of \$49,500.00. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the maximum liability set forth in this section of the Grant Contract. Any change to the maximum liability may only be achieved by an amendment to this Grant Contract pursuant to section 12.3 below, and any act, action, or representation by either Party, their agents, or their employees that purports to increase the maximum liability of the OAG is void, unless a written amendment in accordance with section 12.3 is executed by both Parties.

**5.3 Limited Reimbursement of GRANTEE Expenses.** The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract up to the maximum liability set forth above. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates: altering the scope of GRANTEE's participation in the Grant Program; changing, adding, or eliminating goals which were included in the GRANTEE's final narrative included in section 3.3 above; adding funds to previously un-awarded budget categories; changing funds in any awarded budget category by more than ten percent (10%) of the annual budget; and/or adding new line items to any awarded budget category.

However, the OAG reserves the discretionary right to require a formal amendment to this Grant Contract, in accordance with section 12.3, for any of the changes referenced in this section 5.3.

**5.4 Reimbursement Not Entitlement or Right.** Reimbursement under this Grant Contract is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract and all documents incorporated herein by reference.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of Grant Funds (state and/or federal) awarded and/or appropriated to the OAG. GRANTEE agrees that, for the purpose of this Grant Contract, the Grant Funds, if any, received from the OAG are limited by the term of each sSate fiscal biennium and by specific appropriation authority to, and the spending authority of, the OAG. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not awarded or appropriated the Grant Funds, or if the OAG does not receive the awarded or appropriated funds for the Grant Program, or if the funds awarded or appropriated to the OAG for the Grant Program are required to be reallocated to fund other State programs or purposes, the OAG is not liable to pay GRANTEE any remaining balance on this Grant Contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, in its sole discretion, terminate this Grant Contract, without recourse, liability, or penalty, upon written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice to GRANTEE, immediately terminate all or any part of this Grant Contract.

**6.2.1 Termination for Failure to Maintain Financial Viability.** The OAG may terminate this Grant Contract for cause if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

Upon request, GRANTEE will provide the OAG a copy of any document the OAG deems relevant to determining financial viability.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy and is in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination, for any reason, or expiration of this Grant Contract, shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or expiration, or by its nature would be intended to be applicable following any such termination or expiration. The following terms and conditions (in addition to any others that could reasonably be interpreted to survive but are not specifically identified) survive the termination or expiration of this Grant Contract: sections 4 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit rights; Records Retention), 11 (Additional Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE shall also maintain any records deemed necessary by the OAG, the OAG's auditor, the State Auditor's Office, or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after this Grant Contract is terminated or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract or related documents are resolved. The records include, but may not be limited to, this Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. The OAG may, in its discretion, direct GRANTEE to

retain documents for a longer period of time or transfer certain records to the OAG's custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts related to the Grant Program.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances, and to establish individual accountability for any action that could potentially cause the generation or modification of, or access to, confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to, and make available copies of, all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its Designees for the purposes of inspecting, examining, or auditing such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or indirectly through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office ("SAO") may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the SAO, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information it considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The SAO shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will



comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the SAO.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its Designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery is subject to change during the Contract Term at the sole discretion of the OAG.

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, in its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the amount of this Grant Contract; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines are in the best interest of the State of Texas.

**9.2 Financial Hold.** The OAG may, in its sole discretion, place GRANTEE on a financial hold, immediately and without first requiring a corrective action plan, in the event of any of the following circumstances: failure to comply with submission deadlines for required reports, invoices, or other requested information; indicators of financial risk; conflict(s) or suspected conflict(s) of interest; a change in the circumstances detailed in sections 4.4.3 or 4.4.4 of this Grant Contract; or potential or actual fraud, waste, or abuse. No reimbursements will be processed until

all information requested by the OAG is submitted and approved by the OAG. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to any financial hold, the OAG, in its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant Contract, and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with this Grant Contract's terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of any failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract and all documents incorporated herein, and ignorance of any Grant Contract provisions or other requirements referenced in this Grant Contract and all documents incorporated herein shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, and guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement controls.

**10.2 Uniform Grant Management Act, TxGMS, and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, which are incorporated herein by reference, including, without limitation, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual Single Audit certification, compliance with annual independent financial audit filing requirement, return of Grant Funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized

accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

**10.4 Dealings with Public Servants; and Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by any applicable laws, rules, and policies, including Chapter 176 of the Texas Local Government Code. GRANTEE will establish safeguards to prohibit its principals, employees, and other agents from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose to the OAG, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract or other change in circumstances relevant to this section 10.4.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts, and federal governmental bodies related to GRANTEE's right to operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

**10.6 Does Not Boycott Israel.** To the extent required by Texas Government Code, Section 2271.002, GRANTEE represents and warrants that neither GRANTEE, nor any subcontractor, assignee, or subrecipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the Contract Term. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor, assignee, or subrecipient. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Section 808.001(1).

**10.7 Law Enforcement Agency Grant Restriction.** If GRANTEE is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, GRANTEE represents and warrants that under article IX, section 4.01, of the General Appropriations Act, GRANTEE will not use appropriated money unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement (TCOLE), or TCOLE certifies that

GRANTEE is in the process of achieving compliance.

**10.8 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.24, of the General Appropriations Act during the Contract Term, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

**10.9 Restriction on Use of Public Money to Facilitate or Provide Gender Transition Therapies to Children.** GRANTEE acknowledges that, under Texas Health and Safety Code Section 161.704, public money may not be used to directly or indirectly provide or facilitate the provision of a procedure or treatment to a child that is prohibited under Texas Health and Safety Code Section 161.702 and is not exempted under Texas Health and Safety Code Section 161.703.

**10.10 Restriction on Immigration Services.** GRANTEE shall not use any Grant Funds for the provision of assistance with immigration related services (including, without limitation, any time spent by employees that is invoiced to the OAG for reimbursement under this Grant Contract). GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of Grant Funds under this Grant Contract, or other awarded or appropriated funds related to the Grant Program, shall not be used for immigration related services. Failure to comply with this section 10.10 would be a material breach of this Grant Contract and grounds for termination. Pursuant to section 4.3.7 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion).

**10.11 No Agency Status Between the Parties.** Neither GRANTEE nor GRANTEE's employees are agent(s) or representative(s) of the OAG or the Attorney General of Texas by virtue of this Grant Contract. The OAG and its employees are not agents of GRANTEE, and will not act on behalf of GRANTEE, pursuant to this Grant Contract. As such, neither GRANTEE nor the OAG will represent itself or its employees as an agent of the other Party to its employees or to third parties.

## **SECTION 11. ADDITIONAL TERMS AND CONDITIONS**

**11.1 Indemnification.** GRANTEE and/or its contractors or subcontractors, as applicable are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE OAG, AND/OR THEIR

**OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG or the Attorney General of the State of Texas directly or indirectly, nor may GRANTEE authorize anyone else to do so, in any media release, public service announcement or public service disclosure relating to this Grant Contract or GRANTEE's participation in the Grant Program, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act (Texas Government Code Chapter 551 and 552, respectively).

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced, wholly or partially, using funds obtained under this Grant Contract, subject to an unrestricted, royalty-free, non-exclusive, and irrevocable license, which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use such material and intellectual property (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any are authorized by the OAG) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Grant Manager for this Grant Contract and not proceed with the agreement in question without further authorization from the OAG Grants Administration Division.

**11.4 Program Income.** Gross income directly generated from Grant Funds through a project or activity performed under this Grant Contract is considered "Program Income." Unless otherwise required under the terms of this Grant Contract, any Program Income shall be used by

GRANTEE to further the program objectives of the project or activity funded under this Grant, Contract and the Program Income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report Program Income in accordance with the OAG's reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this Grant Contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of the OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of the OAG; and GRANTEE's Oversight Responsibilities.** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract to the extent necessary to support GRANTEE's compliance with this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's contractor(s)/subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that its contractor(s)/subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts, subcontracts, or purchase orders.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 Merging Entities.** If GRANTEE merges with an organization that is currently receiving VCLG grant funds for the same purpose, directly from the OAG, and the merger is completed during the Contract Term, then the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organization's current funding.

If GRANTEE merges or is absorbed by a non-OAG funded organization, this Grant Contract will

terminate upon the effective date of the merger transaction, and the standing organization may not seek the funding of the dissolving organization for the current grant period..

**11.10 No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.11 Governing Law; Venue.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions. The venue of any suit arising under this Grant Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.12 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired during the Contract Term who will be working on any matter covered by this Grant Contract.

**11.13 Limitation on Civil Legal Services Providers.** If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the Grant Funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

**11.13.1 Services to Indigent Clients.** GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or other authorized indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims, and other authorized claimants are defined in Article 56A.001 of the Texas Code of Criminal Procedure.

**11.13.2 Eligibility Screening.** GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

**11.13.3 No Cases Resulting in Fees.** Grant Funds to organizations to provide legal services to the victims of crime, immediate family members, or other authorized claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person

by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has (a) made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and (b) has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the GRANTEE, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

**11.13.4 Other Restrictions.** Grant Funds shall not be used to directly fund lobbying for or against any candidate or issue; class action suits against any party; or other lawsuits causes of action, defenses, or claims against governmental entities except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, Supplemental Nutrition Assistance Program or food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant Funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the OAG.

**11.13.5 Cooperation and Collaboration.** GRANTEE will cooperate and collaborate in its service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar association, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim-related services.

**11.13.6 Professional Conduct.** In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by the State of Texas for attorneys, paralegals, or other legal services providers. GRANTEE should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter(s), in providing legal services.

**11.13.7 Retainer Agreements and Private Referrals.** Except for matters involving limited advice and brief services (e.g., clinics, hotlines, and similar services), GRANTEE shall



execute a written retainer agreement/contract, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE shall make available to the accepting attorney a standard form retainer agreement/contract which may be modified based on the agreement reached between the attorney and client.

The OAG, in its sole discretion, may further limit, authorize or define the scope of permitted legal services offered by the GRANTEE during the Contract Term.

**11.14 No Use of Grant Funds for Lobbying.** GRANTEE shall not use any Grant Funds provided by the OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under this Grant Contract or Grant Program are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**11.15 Child Support Obligation Affirmation.** Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment withheld if this certification is inaccurate. GRANTEE also represents and warrants that it will include the following clause in the award documents for any subrecipients, contractors, or subcontractors who may receive Grant Funds indirectly through this Grant Contract and require their certification accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract or award may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application."

**11.16 Limitations on Grants to Units of Local Government.** GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, article. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

**11.17 Dispute Resolution Process.** To the extent applicable, the dispute resolution process provided for in Sections 2009 or 2260 of Texas Government Code, as applicable, shall be used by GRANTEE to resolve any dispute arising under this Grant Contract including specifically any alleged breach of this Grant Contract by the OAG.

**11.18 Excluded Parties.** GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

**11.19 Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a State agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four (4) years before the date of this Grant Contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

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

**11.21 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

**11.22 Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, GRANTEE certifies it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

**11.23 Cybersecurity Training Programs.** GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If GRANTEE has access to any State computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the OAG pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

**11.24 Debarment and Suspension.** GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services or Administration.

**11.25 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

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

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

**11.28 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.** In participating in the Grant Program, the GRANTEE:

- a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described herein; and
- b. certifies that, if GRANTEE learns or GRANTEE is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described herein, it will immediately stop any further obligations of Grant Funds, will provide prompt written notification to the OAG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the OAG.

**11.29 Discrimination Prohibited.** To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

**11.30 Force Majeure.** Neither GRANTEE nor the OAG shall be liable to the other Party for any delay in, or failure of performance of, any requirement included in this Grant Contract caused by force majeure. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation systems, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and/or which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform as quickly as possible.

**11.31 Independent Contractors.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a State of Texas employee, agent, servant, joint venturer, or joint enterpriser or partner of the OAG or the State of Texas by virtue of this Grant Contract or their performance hereunder. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE (if any) will also be deemed an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas by virtue of this Grant Contract.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or, if applicable, any of GRANTEE's contractors/subcontractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors/subcontractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**11.32 Executive Order GA-55 Prohibiting All Forms of Race Discrimination.** GRANTEE certifies that it will comply with the color-blind guarantee of both the Texas and United States Constitutions by ensuring, without limitation, that all GRANTEE rules, policies, employment practices, communications, curricula, services provided, use of Grant Funds, participation in the Grant Program, and any other organizational actions, treat people equally, regardless of race.

## **SECTION 12. CONSTRUCTION OF THIS GRANT CONTRACT AND AMENDMENTS**

**12.1 Construction of this Grant Contract.** The provisions of section 1 above are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

**12.2 Entire Agreement, Including All Exhibits, and Order of Precedence.** This Grant Contract, including all exhibits (if any) and documents incorporated by reference, reflects the entire agreement between the Parties, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to the Grant Program and Grant Funds. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits (if any) and documents incorporated by reference. In the event of a conflict between the provisions of this Grant Contract document, the OAG's Application Kit, and the GRANTEE's Grant Application, the following order of precedence applies: (1) this Grant Contract document, (2) the OAG's Application Kit, and (3) GRANTEE's Grant Application.

**12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by authorized representatives of both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Severability and Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that this Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Contract will continue in full force and effect.

**12.5 No Implied Waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent to, or waiver of, any breach or default in the performance of any obligation under this Grant Contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are executing and performing this Grant Contract only in their official capacities.

**12.7 Signature Authority.** The undersigned represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

**12.8 False Statements.** GRANTEE agrees and acknowledges that if GRANTEE signs this Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE have breached this Grant Contract and the OAG may exercise any of its rights associated with such circumstances including, without limitation, termination of this Grant Contract for cause.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS GRANT CONTRACT.

**OFFICE OF THE ATTORNEY**  
**GENERAL**

McLennan County District Attorney's Office

DocuSigned by:  
*Justin Gordon*  
C0533B898005424...

Printed Name: Justin Gordon  
Office of the Attorney General

Signed by:  
*Scott Felton*  
DA60E100681B4EC...

Printed Name: Scott Felton  
Authorized Official



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

EX OFFICIO MEMBERS:  
Honorable Jimmy Blacklock  
Honorable Brent Hagenbuch  
Honorable Phil King  
Honorable Emily Miskel  
Honorable Joseph "Joe" Moody  
Honorable David J. Schenck  
Honorable John Smithee

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

EXECUTIVE DIRECTOR:  
Scott Ehlers

August 25, 2026

The Honorable Scott M Felton  
McLennan County Judge  
Via Email: [dustin.chapman@co.mclennan.tx.us](mailto:dustin.chapman@co.mclennan.tx.us)

Dear Judge Felton:

I am pleased to inform you that the Texas Indigent Defense Commission (TIDC) has awarded McLennan County a Formula Grant in the amount of \$153,286. The FY26 Formula Grant Statement of Grant Award is attached. The resolution adopted by the Commissioners Court and submitted with the application is considered your county's acceptance of the grant terms.

Please note that McLennan County's FY26 Formula Grant award will be disbursed in a single payment in August 2026 instead of quarterly payments.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I commend McLennan County for its efforts in these areas. If you have any questions or need clarification about the Commission's grant programs, please reach out to the TIDC Funding Team at [Grants@TIDC.Texas.Gov](mailto:Grants@TIDC.Texas.Gov) or 1-866-499-0656.

Sincerely,

Missy Medary  
Chair, Texas Indigent Defense Commission  
Presiding Judge, 5th Administrative Judicial Region of Texas

Cc: [frances.bartlett@co.mclennan.tx.us](mailto:frances.bartlett@co.mclennan.tx.us)



**Statement of Grant Award**  
FY26 Formula Grant

|                     |                        |
|---------------------|------------------------|
| Date Issued:        | August 25, 2026        |
| Grant Number:       | 212-26-155             |
| Grantee Name:       | McLennan County        |
| Program Title:      | Formula Grant Program  |
| Grant Period:       | 10/01/2025 - 9/30/2026 |
| Grant Award Amount: | \$153,286              |

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

**Grant Calculation:**

- The sum of \$15,000 plus;
- A calculation applied to the funds budgeted for FY2026 formula grants by the Commission based:
  - 50 percent on the County's percent of state population; and
  - 50 percent on the County's percent of statewide FY 2025 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
    - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
    - less the reimbursed costs of operating a regional program
    - The baseline requirements contained in the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

**Standard Grant Conditions:**

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the FY26 Formula Grant Program Request for Applications issued in September 2025, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
-



**Frances Bartlett, CPA**  
**County Auditor**



2124 N. 25th Street  
Waco, Texas 76708  
Voice (254) 757-5156  
Frances.Bartlett@mclennan.gov

---

September 15, 2026

To: McLennan County Commissioners Court

Re: Senate Bill 22 – Sheriff's Office

Honorable County Judge and Commissioners Court,

Pursuant to Senate Bill 22 (88th Texas Legislature, Regular Session), McLennan County is eligible to receive Rural Sheriff's Office Salary Assistance Grant funds for Fiscal Year 2027. These funds are restricted to law enforcement purposes.

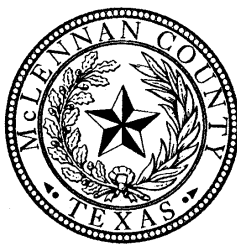
It is recommended that the Commissioners Court authorize the allocation of SB 22 grant funds directly to the Sheriff's Office to support salaries for the Sheriff, deputies, and jailers during FY 2027, in compliance with state requirements and without supplanting existing county funds.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Frances Bartlett".

Frances Bartlett, CPA

**Frances Bartlett, CPA**  
**County Auditor**



2124 N. 25th Street  
Waco, Texas 76708  
Voice (254) 757-5156  
[Frances.Bartlett@mclennan.gov](mailto:Frances.Bartlett@mclennan.gov)

---

September 15, 2026  
To: McLennan County Commissioners Court  
Re: Senate Bill 22 – District Attorney

Honorable County Judge and Commissioners Court,

Pursuant to Senate Bill 22 (88th Texas Legislature, Regular Session), McLennan County is eligible to receive state funding through the Rural Prosecutor's Office Salary Assistance Grant Program. These funds are designated to provide enhanced salary support for prosecutors and eligible staff within the District Attorney's Office in counties meeting population thresholds established by law.

It is recommended that the Commissioners Court approve the use of SB 22 funds to adjust salaries within the District Attorney's Office for FY 2027. Funds will be applied in accordance with statutory requirements, ensuring that salary levels for prosecutors and staff are competitive and supportive of recruitment and retention, and that county funds are not supplanted. Details of the positions and salary supplements provided by position is attached.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Bartlett", is written in dark ink.

Frances Bartlett, CPA

**McLennan County**  
**District Attorney - Senate Bill 22 Supplement**

| Position #   | Position Title                        | FY 2027 SB 22 \$AMOUNT |
|--------------|---------------------------------------|------------------------|
| 200000080    | ADA I                                 | 4,500.00               |
| 200000081    | ADA I                                 | 4,500.00               |
| 200000082    | ADA I                                 | 4,500.00               |
| 200000083    | ADA I                                 | 4,500.00               |
| 200000084    | ADA I                                 | 4,500.00               |
| 200000085    | ADA I                                 | 5,000.00               |
| 200000086    | ADA II                                | 6,750.00               |
| 200000087    | ADA II                                | 5,500.00               |
| 200000088    | ADA II                                | 5,500.00               |
| 200000089    | ADA II                                | 5,500.00               |
| 200000090    | ADA II                                | 5,500.00               |
| 200000091    | ADA II                                | 5,500.00               |
| 200000092    | ADA II                                | 5,500.00               |
| 200000093    | ADA II                                | 5,500.00               |
| 200000094    | ADA II                                | 5,500.00               |
| 200000095    | ADA II                                | 5,500.00               |
| 200000097    | ADA II                                | 5,500.00               |
| 200000098    | ADA II                                | 5,500.00               |
| 200000099    | ADA III                               | 6,500.00               |
| 200000100    | ADA III                               | 6,500.00               |
| 200000101    | ADA III                               | 7,100.00               |
| 200000102    | ADA III                               | 6,500.00               |
| 200000103    | ADA III                               | 7,250.00               |
| 200000104    | ADA III                               | 6,500.00               |
| 200000105    | ADA III                               | 6,500.00               |
| 200000106    | ADA III                               | 6,750.00               |
| 200000107    | ADA III                               | 6,500.00               |
| 200000108    | ADA III                               | 6,500.00               |
| 200000109    | ADA III                               | 6,500.00               |
| 200000110    | ADA III                               | 6,500.00               |
| 200000111    | ADMINISTRATIVE SERVICE MA             | 11,300.00              |
| 200000112    | ASSISTANT CRIMINAL DA                 | 7,000.00               |
| 200000119    | FIRST ASSISTANT - CHIEF OF COURTS     |                        |
| 200000120    | FIRST ASSISTANT - CHIEF OF OPERATIONS |                        |
| 200000121    | INVESTIGATOR CHIEF                    | 6,000.00               |
| 200000122    | INVESTIGATOR CRIMINAL                 | 4,200.00               |
| 200000123    | INVESTIGATOR CRIMINAL                 | 4,200.00               |
| 200000124    | INVESTIGATOR CRIMINAL                 | 4,200.00               |
| 200000125    | INVESTIGATOR CRIMINAL                 | 4,200.00               |
| 200000126    | INVESTIGATOR CRIMINAL                 | 5,200.00               |
| 200000127    | INVESTIGATOR CRIMINAL                 | 5,200.00               |
| 200000128    | INVESTIGATOR CRIMINAL                 | 4,200.00               |
| 200000129    | INVESTIGATOR CRIMINAL                 | 4,200.00               |
| 200000146    | VICTIM ASSISTANT COORDINA             | 5,500.00               |
| 200000147    | VICTIM ASSISTANT COORDINA             | 3,500.00               |
| 200000148    | VICTIM ASSISTANT COORDINA             | 4,300.00               |
| 200000149    | VICTIM ASSISTANT COORDINA             | 3,500.00               |
| 200000150    | VICTIM SERVICES SPECIALIST            | 7,000.00               |
| 200001282    | ADA II                                | 5,500.00               |
| 2000001287   | INVESTIGATOR CRIMINAL                 | 4,200.00               |
| 2000001295   | ADA III (was 200000096)               | 7,250.00               |
|              |                                       |                        |
| <b>Total</b> |                                       | <b>275,000.00</b>      |



Rural Prosecutor's Office Salary Assistance Grant Application FY27

## Rural Prosecutor's Office Salary Assistance Grant Application FY27

\* (Required) Office type

District Attorney ▼

Select Counties Covered

McLennan ✕

McLennan ✕

\* (Required) County Fiscal Year End Date

September 30 2027 ▼

Next



Selected County Information

Selected County Information

\* (Required) Selected Counties

McLennan

\* (Required) Total jurisdiction grant amount (rather than Total selected county's grant amount)

\$ 275,000.00

\* (Required) Total jurisdiction population (rather than Total selected county's population)

260579

Next

Previous



Applicant Information

Applicant Information

**Contact Information**

\* (Required) First Name

Josh

\* (Required) Last Name

Tetens

\* (Required) Phone

(254) 757-5084

\* (Required) Email

josh.tetens@mclennan.gov

**County Information**

\* (Required) Address

219 N 6th St

\* (Required) City

Waco

\* (Required) Address County

McLennan

\* (Required) State

Texas

\* (Required) Zip Code

76701

\* (Required) TIN Number

17460024924

\* (Required) Mail Code ⓘ

023

Next

Previous



[Home \(/LEGRANTS/S/\)](#)

[GRANTS & APPLICATIONS \(/LEGRANTS/S/FUNDING-OPPORTUNITIES\)](#)

[MY APPLICATIONS \(/LEGRANTS/S/MYAPPLICATIONS\)](#)

Acknowledgment

## Acknowledgment

First Name

Josh

Last Name

Tetens

Phone

(254) 757-5084

Email

josh.tetens@mclennan.gov

TIN Number

17460024924

Mailing State

Texas

Mailing Address

219 N 6th St

City

Waco

Mailing County

McLennan

Zip Code

76701

### Signature:

I certify that the county has not and will not reduce the amount of funds provided to the Prosecutor's office because of grant funds provided by SB 22.

\* (Required) ☐

I agree that by entering my name and title below, I certify under penalty of perjury that I am authorized to do so on behalf of the applicant and that the statements and information contained herein are true, complete, and accurate to the best of my knowledge. I agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties under state or federal law.

\* (Required) ☐

*The information below must be for the authorized user previously provided to the Comptroller's Office SB22 Team.*

\* (Required) Name

\* (Required) Title

\* (Required) Phone

\* (Required) Email

*The authorized user will receive an email from DocuSign with grant agreement and must be signed prior to receiving funds.*

Submit

Previous



# BJA FY 2026 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program

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Grants.gov Funding Opportunity Number: O-BJA-2026-172702

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## **Application Deadlines in Eastern Time (ET):**

1. Complete SF-424 and submit in Grants.gov: **September 24, 2026, by 11:59 PM ET**
  2. Submit full application in JustGrants: **October 1, 2026, by 8:59 PM ET**
- 



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# 1. BASIC INFORMATION

## Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (COSSUP)**. This opportunity supports the development, implementation, or expansion of comprehensive programs in response to overdose deaths, illicit opioids, stimulants, and other substances. Through this program, state, territorial, local, and tribal governments can support law enforcement-related activities, including efforts to locate and investigate illicit activities related to the unlawful distribution of opioids; increase access to prevention programs and overdose reversal medications; and expand treatment and recovery support services in the community, within correctional facilities, and upon reentry.

### Allowable Uses of Funds:

- Locating or investigating illicit activities related to the unlawful distribution of opioids.
- Pre-booking or post-booking alternative-to-incarceration treatment programs that serve individuals at high risk for overdose or substance abuse.
- Law enforcement and other first responder diversion programs, including multidisciplinary overdose prevention, response, and diversion and referral programs.
- Education and prevention programs to connect law enforcement agencies with K–12 students.
- Prescription drug take-back programs for unused controlled substances found in the home and used by hospitals, long-term care facilities, and other facilities.
- Naloxone, including training on the use of naloxone, for law enforcement, first responders, criminal justice professionals, and communities.
- Court-based intervention programs or family court programming to prioritize and expedite treatment and recovery services to individuals at high risk for overdose.
  - Note: Funding is also available under other BJA and Office of Juvenile Justice and Delinquency Prevention (OJJDP) NOFOs to implement or enhance an adult treatment court, a juvenile drug court, a family treatment court, or a veterans treatment court.

- Evidence-based treatment, such as medications for opioid use disorder, as well as recovery support services including transitional or recovery housing and peer recovery support services. No more than 30 percent of total grant funds may be used for transitional or recovery housing.
- Comprehensive, real-time, regional information collection, analysis, and dissemination.

This NOFO provides three categories for funding:

- **Local Governments (Category 1):** Applicants that are applying as local governments should ensure they apply under the appropriate subcategory, based on the population size of the jurisdiction receiving services, as noted below:
  - o Subcategory 1a: Local—Urban area or large jurisdiction.
  - o Subcategory 1b: Local—Suburban area or medium-size jurisdiction.
  - o Subcategory 1c: Local—Rural jurisdiction.
- **State Governments (Category 2):** Applicants that are applying as state governments should ensure they apply under Category 2.
- **Tribal Governments (Category 3):** This includes all Native American tribal governments (federally recognized).

See the [Eligible Applicants](#) section for eligibility details.

## Funding Details

|                                         |                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Announcement Type</b>                | Initial                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Assistance Listing Number</b>        | 16.838                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Statutory Authority</b>              | Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 32-33, para. 14(F))                                                                                                                                                                                                                                                                                      |
| <b>Grants.gov Opportunity Number</b>    | O-BJA-2026-172702                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Competition ID Number</b>            | Category 1a, C-BJA-2026-00021-PROD: Local—Urban area or large jurisdiction<br>Category 1b, C-BJA-2026-00022-PROD: Local—Suburban area or medium-size jurisdiction<br>Category 1c, C-BJA-2026-00023-PROD: Local—Rural jurisdiction<br>Category 2, C-BJA-2026-00024-PROD: State governments<br>Category 3, C-BJA-2026-00025-PROD: Native American tribal governments (federally recognized) |
| <b>Expected Total Amount of Funding</b> | Approximately \$133,585,276                                                                                                                                                                                                                                                                                                                                                               |

|                                     |                                                                                                                                                                    |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Anticipated Number of Awards</b> | Category 1a: 24<br>Category 1b: 26<br>Category 1c: 13<br>Category 2: 5<br>Category 3: 11                                                                           |
| <b>Award Type(s)</b>                | Grant                                                                                                                                                              |
| <b>Anticipated Award Amount</b>     | Category 1a: Up to \$1,600,000<br>Category 1b: Up to \$1,300,000<br>Category 1c: Up to \$1,000,000<br>Category 2: Up to \$7,000,000<br>Category 3: Up to 1,000,000 |
| <b>Expected Award Period(s)</b>     | 36 months starting on October 1, 2026                                                                                                                              |

## Key Dates and Times

|                                     |                                                                            |
|-------------------------------------|----------------------------------------------------------------------------|
| <b>NOFO Release Date</b>            | August 17, 2026                                                            |
| <b>SAM.gov Registration/Renewal</b> | Begin the process by August 25, 2026, and no later than September 10, 2026 |
| <b>Step 1: Grants.gov Deadline</b>  | 11:59 p.m. ET on September 24, 2026                                        |
| <b>Step 2: JustGrants Deadline</b>  | 8:59 p.m. ET on October 1, 2026                                            |

See [Questions?](#) at the end of this NOFO for agency contact information.

## 2. ELIGIBILITY

### Eligible Applicants

The types of entities that are eligible to apply are:

#### Government Entities

- o State governments
- o County governments
- o City or township governments
- o Special district governments
- o Native American tribal governments (federally recognized)

#### Other

- o Other units of local government

**State Government Entities:** For the purposes of this NOFO, “state” means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

**“Other” Entities Definition:**

- **Other Units of Local Government:** For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

**Cost Sharing (Match) Requirement:** This NOFO does **not** require cost sharing (match).

**Limit on Number of Applications:** You may submit more than one application if each application proposes a different project. Each application should apply to only one category of the NOFO. For example, a state applicant may submit more than one application under Category 2 if each application proposes separate jurisdictions or focus areas and aligns with the goals of the NOFO. Additionally, local or tribal jurisdictions included as a jurisdiction recommended for funding in a Category 2 application may also apply as a direct grant recipient under Category 1. However, in either case, jurisdictions will not receive more than one award for the same project in the same fiscal year. Applications under which two or more entities (project partners) would carry out the federal award will be considered. However, only one entity may be the applicant for the NOFO; any others must be proposed as subrecipients. See the Application Resource Guide for additional information on subawards.

## Additional Eligibility Factors

**Certification Required (state or local government applicants):** In order to request a federal grant award under this program, an applicant that is a state or local government entity must submit a certification using only the template provided in Appendix 1, entitled [“Certification by the Chief Executive Officer \(or senior official\) of the Applicant Government.”](#) Tribal government entities and educational organizations (e.g., public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. 1373.

**Local Governments (Category 1):** Applicants that are applying as local governments should ensure they apply under the appropriate subcategory, based on the population size of the jurisdiction receiving services, as noted below:

- Subcategory 1a: Local—Urban area or large jurisdiction. This includes an urban area or large jurisdiction with a population greater than 500,000.
- Subcategory 1b: Local—Suburban area or medium-size jurisdiction. This includes a suburban or medium-sized jurisdiction with a population between 100,000 and 500,000.

- Subcategory 1c: Local—Rural jurisdiction. This includes a rural jurisdiction as defined by the [Rural Health Grants Eligibility Analyzer](#). All jurisdictions that are not designated as rural via the analyzer but have a population of less than 100,000 should apply in subcategory 1b.

**State Governments (Category 2):** Applicants that are applying as state governments should ensure they apply under Category 2. Application Checklist:

- Eligible state applicants include either the State Administering Agency (SAA) responsible for directing criminal justice planning, the State Alcohol and Substance Use Agency, or other state agency deemed appropriate to coordinate and manage the planning and implantation of the proposed project.  
State applicants must apply for funding on behalf of six or more jurisdictions or areas (including localities, judicial districts, tribal entities, regions, or other location designations affected by increases in substance use or high rates of illicit opioid distribution) within the state. The state must assume responsibility for the management, oversight, and evaluation of all projects identified.

**Tribal Governments (Category 3):** This includes all Native American tribal governments (federally recognized).

### 3. PROGRAM DESCRIPTION

#### Statutory Authority

Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 32-33, para. 14(F))

#### Agency Funding Priorities

To help meet its mission, OJP may give priority consideration to applications proposing (as applicable within the scope of this NOFO) projects designed to advance the goals listed below:

- (a) Directly supporting law enforcement operations (including immigration law enforcement operations);
- (b) Combatting violent crime;
- (c) Supporting services to American citizens;
- (d) Protecting American children; and
- (e) Supporting American victims of trafficking and sexual assault.
- (f) State/local law enforcement efforts that are coordinated with federal law enforcement efforts (including immigration law enforcement efforts)—at minimum as shown by—
  - (1) compliance with 8 U.S.C. § 1373, which provides that state and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status,

lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity; and

- (2) having in place a statute, ordinance, rule, regulation, policy, or practice that is designed to ensure both (A) that agents of the United States acting under color of federal law in fact are given access to any pertinent correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States; and (B) that, when any such facility receives from the U.S. Department of Homeland Security a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility in fact will honor such request and (as early as practicable) provide the requested notice to such Department.

In addition to the agency priorities listed above, priority consideration will be given under this NOFO to applicants in states and units of local government that actively meet the below criteria, to the maximum extent permitted by law:

- (i) enforce prohibitions on open illicit drug use;
- (ii) enforce prohibitions on urban camping and loitering;
- (iii) enforce prohibitions on urban squatting;
- (iv) enforce, and where necessary, adopt, standards that address individuals who are a danger to themselves or others and suffer from serious mental illness or substance use disorder, or who are living on the streets and cannot care for themselves, through assisted outpatient treatment or by moving them into treatment centers or other appropriate facilities via civil commitment or other available means, to the maximum extent permitted by law; or
- (v) for state applicants, substantially implement and comply with, to the extent required, the registration and notification obligations of the Sex Offender Registry and Notification Act, particularly in the case of registered sex offenders with no fixed address, including by adequately mapping and checking the location of homeless sex offenders.

Applicants seeking this additional priority consideration, should complete the “Agency Funding Priorities Inventory—Ending Crime and Disorder” in JustGrants to indicate which criteria they are actively meeting.

**Note:** Addressing these priorities is one of many factors that OJP considers in making funding decisions. Receiving priority consideration does not guarantee funding.

**Unallowable Activities:** The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.



1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the [DOJ Grants Financial Guide](#), in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

## Goals and Objectives of This Funding Opportunity

**Goal 1: Reduce the impact of opioids, stimulants, and other substances on individuals and communities—including a reduction in the number of overdose fatalities—and mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives.**

- **Objective 1:** Increase access to and receipt of prevention, treatment, and recovery support services for individuals with substance use disorder in the community, in correctional settings, and upon reentry.
- **Objective 2:** Reduce overdose deaths.
- **Objective 3:** Support law enforcement-related efforts, including locating or investigating illicit activities related to the unlawful distribution of opioids to promote public safety.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the [Performance Reports](#) section below.

## Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the [Application Resource Guide](#) for more information. OJP will measure success by reviewing a recipient’s submission of performance reports and data and the

extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

### Deliverables

Recipients will be expected to submit the following:

#### Category 1 Deliverables:

Recipients under this funding category will not submit any deliverables beyond the standard [Post-Award Requirements and Administration](#).

#### Category 2 Deliverables:

Submit a final report documenting the interventions, outcomes, and lessons learned.

In addition to the final report, recipients under this funding category are required to follow the standard [Post-Award Requirements and Administration](#).

#### Category 3 Deliverables:

Recipients under this funding category will not submit any deliverables beyond the standard [Post-Award Requirements and Administration](#).

### Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving [Program Goals and Objectives](#). Read information on [performance reporting](#).

Award recipients will receive further guidance on post award reporting requirements.

## 4. APPLICATION CONTENTS AND FORMAT

### Application Contents List

OJP will only consider applications that contain all required parts, which are marked **\*Required\*** below. Refer to the [DOJ Grant Application Submission Checklist](#) for application instructions.

| Application Item                                                             | Submission Type |
|------------------------------------------------------------------------------|-----------------|
| <b>Step 1: Grants.gov</b>                                                    |                 |
| <a href="#">Application for Federal Assistance: SF-424</a> <b>*Required*</b> | Online Form     |
| <b>Step 2: JustGrants</b>                                                    |                 |
| <a href="#">Standard Applicant Information</a> <b>*Required*</b>             | Online Form     |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <a href="#">Proposal Abstract</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Text Box    |
| <a href="#">Data Requested With Application</a> <ul style="list-style-type: none"> <li>Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)</li> <li>Agency Funding Priorities Inventory (Agency Funding Priorities Inventory and Agency Funding Priorities Inventory – Ending Crime and Disorder)</li> </ul>                                                                                                           | Online Form |
| <a href="#">Proposal Narrative</a> <b>*Required*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       | Attachment  |
| <a href="#">Budget</a> <b>*Required*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Online Form |
| <a href="#">Other Budget/Financial Attachments</a> <ul style="list-style-type: none"> <li>Indirect Cost Rate Agreement (if applicable)</li> <li>Consultant Rate (if applicable)</li> <li>Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable)</li> <li>Disclosure of Process Related to Executive Compensation (if applicable)</li> </ul>                                                                                          | Attachment  |
| <a href="#">Additional Application Components</a> <ul style="list-style-type: none"> <li>Tribal Authorizing Resolution (if applicable)</li> <li>Research and Evaluation Independence and Integrity Statement (if applicable).</li> <li>Timeline</li> <li>Certification by the Chief Executive Officer (or senior official) of the Applicant Government (using <a href="#">Appendix 1 template</a>) <i>*Applicant State or local government entities only*</i> <b>*Required*</b></li> </ul> | Attachment  |

In addition to the items marked **\*Required\*** in the table above, the following are considered basic minimum requirement elements that are considered in the responsiveness review:

- The application is submitted by an eligible applicant.
- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.

## Standard Applicant Information **\*Required\***

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

## Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

View an example of a [proposal abstract](#).

## Data Requested With Application

### Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this [questionnaire](#).

### Agency Funding Priorities Inventory

Applicants seeking priority consideration under the [Agency Funding Priorities](#) section should answer the inventory questions in their entirety in the web-based form in JustGrants.

## Proposal Narrative **\*Required\***

### Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants. The document should:

- Be double-spaced, using a standard 12-point size font
- Have no less than 1-inch margins
- Have numbered pages
- Not exceed 10 pages

If the Proposal Narrative does not follow this format, OJP may reduce the score/ranking of the application.

## Sections of the Proposal Narrative

The Proposal Narrative must include the four sections listed below. If you want priority consideration, the Proposal Narrative must state which [priority\(ies\)](#) your project will advance and describe how it will do so.

**1. Description of the Need (5% of application score):** What critical issue or problem do you propose to address with this project? Please include:

- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- For Category 1 applicants, identify whether the application is applying under Subcategory 1a, 1b, or 1c.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.
- Provide a brief description of existing strategies in your jurisdiction that relate to this proposed project, including any grant-funded initiatives. Explain:
  - How your proposed project differs from and will not duplicate these current efforts.
  - How your proposed project will coordinate and align with existing strategies.
- If your organization currently receives BJA COSSUP funding, you may still apply, but you must clearly demonstrate that this proposed project is distinct by showing it will:
  - Fund different activities than your current award OR
  - Serve different geographic or population areas than your current award.
- A description of the applicant's plan to sustain the proposed project activities after grant funding ends.

**2. Project Goals and Objectives (15% of application score):** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Project goals (goals are broad, visionary statements on what you hope to accomplish).
- Project objectives (objectives are specific outcomes you plan to achieve through project activities).
- How your project goals and objectives relate to the [goals and objectives of the funding opportunity](#).

**3. Project Design and Implementation (35% of application score):** How will you implement project activities that meet the project goals and objectives? Please include:

- What activities you will conduct to achieve the proposed goals and objectives.

- How you will deliver or complete those activities.
- When the activities will take place.
- Who in your organization will staff the activities, including key staff.
- Who will participate in and benefit from the activity.
- What deliverables, reports, and other items will be produced as part of the project.
- If you plan to use subrecipients to help conduct the project, please name them (if they are known) or describe how you will identify them. Please describe their role in conducting project activities.
- A detailed description of any services, treatment, or supports provided.
- A description of research and evaluation (if applicable). Applicants have the option to propose a research and evaluation component.
  - Explain what research and evaluation will be conducted, how it will provide meaningful insights into identifying and solving local, state, or regional challenges, and how it may contribute to the national body of knowledge with respect to best practices.
  - Applicants should also include a description of the research and evaluation partner (if known) or the process for identifying the research partner and describe how the partnership will be sustained after the grant period ends.
- Additionally, Category 2 applicants should include a description of the following in their project design and implementation:
  - Needs of the selected local or regional sites and the reason these particular sites were selected.
  - How the state will assist with supporting the local or regional sites, collect performance data from the sites, and provide subgrant monitoring and oversight.
  - How the state applicant agency will work with the local or regional sites to implement the project and develop the mandatory deliverables, including a final report with outcomes and lessons learned.

**4. Capabilities and Competencies (30% of application score):** What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- A short description of your capacity to deliver the proposed project and meet the post-award requirements, if funded.
- A description of projects or activities your organization has conducted, or is currently conducting, that demonstrates your ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project.

**Project Evaluations:** An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on [project evaluations](#).

## Budget and Associated Documentation

### Budget (15% of application score) **\*Required\***

Use the Budget Detail Worksheet (Web-Based Form) or Separate Attachment (attach file in JustGrants) to submit the budget. Read information on [budget preparation](#) and [JustGrants Application Submission Training](#).

- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.<sup>1</sup>

The following information specific to this funding opportunity will help you develop your project budget:

- The funds requested in the budget must be clearly connected to and support the project's design and be reasonable in cost.
- Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.
- If an applicant proposes to fund recovery or transitional housing, no more than 30 percent of the total budget may be used for this purpose. Transitional housing typically involves a temporary residence for up to 24 months with wraparound services to help individuals stabilize their lives.
- Funding may not be used for construction or purchase of a facility.
- Transportation services may be included in the budget. These services may be provided to individuals who (1) are engaged with the courts and have community corrections appointments or treatment or recovery support-related appointments and activities, (2) require other necessary services to support their treatment and recovery, and (3) have no other means of obtaining transportation. Forms of transportation services may include public transportation, ride services, or a licensed and insured driver who is affiliated with an eligible program provider. If such costs are included, the applicant should be able to certify that they are

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<sup>1</sup> See [2 C.F.R. Part 200, Subpart E](#) and the [DOJ Grants Financial Guide](#). Read information on [unallowable costs](#) that apply to all funding opportunities.



nonredeemable and nontransferable and that their use by participants can be audited. The applicant must have written policies for determining eligibility, tracking distribution, and ensuring that passes are used only for transportation related to the program's activities.

- For state applicants (Category 2), no more than 15% of the total award budget may be retained by the state for administrative purposes. The remaining must be subawarded to at least six jurisdictions.

In addition to the unallowable costs identified in the DOJ Grants Financial Guide, award funds may not be used for the following:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

### Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about [indirect costs](#).
- **Consultant Rate (if applicable):** Read information on [limits to consultant rates](#) and whether you need to request approval to exceed those limits.
- **Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable):** Read information on this [limitation](#) and to determine whether you need to submit a waiver.
- **Disclosure of Process Related to Executive Compensation (if applicable):** An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees. Read information about this [disclosure and documentation](#) to upload.

Applicants to this funding opportunity are not required to provide this disclosure.

### Additional Application Components

Attach these in JustGrants:

- **Tribal Authorizing Resolution (if applicable):** Read information on whether you may need to submit a [Tribal Authorizing Resolution](#).
- **Research and Evaluation Independence and Integrity Statement (if applicable):** Read information whether you may need to submit this [statement](#).
- **Timeline:** Provide a timeline listing key activities and milestones, and the months during which they will take place.



## Disclosures and Assurances

Read the [disclosures and assurances](#) and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

## 5. SUBMISSION REQUIREMENTS AND DEADLINES

The [DOJ Grant Application Submission Checklist](#) provides instructions for how to submit your application by the [deadlines](#). [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review of Federal Programs) does not apply to this funding opportunity: read the [Application Resource Guide](#) for details. Read OJP's policy for applicants to [request late submission](#) due to technical difficulties, severe weather, or natural or manmade disasters.

## 6. APPLICATION REVIEW INFORMATION

The [Application Resource Guide](#) explains the responsiveness review, review criteria, and review and selection process, including risk review, and deciding official. Refer to the [Application Contents List](#) for all required application components and other basic minimum requirement elements that are considered in the responsiveness review. The [Proposal Narrative](#) and [Budget](#) sections of this NOFO indicates the weight of peer review criteria.

## 7. AWARD NOTICES

Read about the [award notification](#) process.

## 8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the [Application Resource Guide](#) for more information about standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

## 9. QUESTIONS?

|                             |                                                                                                                                                                                                                                                   |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NOFO Contact</b>         | Name: OJP Response Center<br>Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)<br>Email: <a href="mailto:OJP.ResponseCenter@usdoj.gov">OJP.ResponseCenter@usdoj.gov</a><br>Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday |
| <b>SAM.gov Help Desk</b>    | Website: <a href="https://sam.gov/help">sam.gov/help</a><br>Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)                                                                                                                      |
| <b>Grants.gov Help Desk</b> | Phone: 800-518-4726<br>Email: <a href="mailto:support@grants.gov">support@grants.gov</a><br>Website: <a href="https://grants.gov/support">grants.gov/support</a><br>Hours: 24 hours a day, 7 days a week (closed federal holidays)                |
| <b>JustGrants Help Desk</b> | Phone: 833-872-5175<br>Email: <a href="mailto:JustGrants.Support@usdoj.gov">JustGrants.Support@usdoj.gov</a><br>Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.                |

# APPENDIX 1

## U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

### Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.
- (3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)).
- (4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Executive Officer (or senior official) of the Applicant Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive Officer (or senior official)

\_\_\_\_\_  
Title of Chief Executive Officer (or senior official)

\_\_\_\_\_  
Name of Applicant Government Entity

Heather Travers  
Director  
Health Services



McLennan County  
Indigent Health Care  
Program

---

September 15, 2026

**Re: The Texas Health and Human Services Commissioner (HHSC) County Indigent Health Care Program (CIHCP) End of Year Report**

To the Honorable Commissioners Court

In compliance with the request of the Texas Health and Human Services Commissioner (HHSC) County Indigent Health Care Program (CIHCP) the McLennan County Indigent Health Care Program is providing the following reports.

The attached End of Year Report, Form 3086 reflects the total number of clients served along with the top diagnosis reported and total expenditures.

The Optional Health Care Services Notification, Form 3083 identifies optional health care services the county has chosen to provide or discontinue. There are no changes from prior year.

Respectfully,

A handwritten signature in cursive script that reads "Heather Travers".

Heather M. Travers



TEXAS

Health and Human  
Services

County Indigent Health Care Program (CIHCP)

Form 3086  
January 2020-E

## End of Year Report

Entity Name: McLennan State Fiscal Year (September 1 through August 31): 2025 - 2026

Type of Entity You Represent: ☒ County ☐ Public Hospital ☐ Hospital District

**I. Total Number of Unduplicated Clients Served:** 678

To get the number of unduplicated clients, do not count the same individual more than once.

How many of these clients are Supplemental Security Income (SSI) appellants? 1

**II. Total Expenditures:** \$1,498,958.14

Break the total expenditures down into the following categories:

|                                      |               |
|--------------------------------------|---------------|
| 1. Physician Services                | \$388,426.52  |
| 2. Prescription Drugs                | -\$22,333.81  |
| 3. Hospital Inpatient Services       | \$499,394.86  |
| 4. Hospital Outpatient Services      | \$616,739.65  |
| 5. Laboratory/X-ray Services         | \$50,823.34   |
| 6. Skilled Nursing Facility Services | \$2,485.35    |
| 7. Family Planning Services          | \$0.00        |
| 8. Rural Health Clinic Services      | \$0.00        |
| 9. State Hospital Contracts          | \$0.00        |
| 10. Optional Health Care Services    | \$81,450.40   |
| 11. Reimbursements/Errors            | -\$118,028.17 |

### III. Totals

Delivery System Reform Incentive Payment (DSRIP) Projects: \_\_\_\_\_

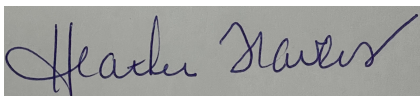
Uncompensated Care: \_\_\_\_\_

Expenditures for 1115 Waiver: \$0.00

### IV. Diagnoses – List the five top diagnoses of your clients.

|                                                         |
|---------------------------------------------------------|
| 1. I10 Essential (Primary) Hypertension                 |
| 2. E11.9 Type 2 Diabetes Mellitus Without Complications |
| 3. R00.8 Other Abnormalities Of Heart Beat              |
| 4. Z23 Encounter For Immunization                       |
| 5. Z79.899 Other Long Term (Current) Drug Therapy       |

**V. Federal Poverty Guideline Percent Used to Determine Eligibility:** 21 %



Signature of Person Submitting Form

(254) 757-5174

Area Code and Phone No.

09/01/2026

Date

Fax completed form to CIHCP at 512-776-7203.

County Indigent Health Care Program (CIHCP)  
**Optional Health Care Services Notification**

Select the appropriate column to indicate each optional health care service the county chooses to provide or discontinue. **Submit completed form electronically to [CIHCP@hhsc.state.tx.us](mailto:CIHCP@hhsc.state.tx.us) or by fax to 512-776-7203.**

| Provide                          | Discontinue           |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="radio"/> | <input type="radio"/> | <b>1. Advanced Practice Nurse (APN)</b> , specifically a nurse practitioner, clinical nurse specialist, Certified Nurse Midwife (CNM) and Certified Registered Nurse Anesthetist (CRNA).                                                                                                                                                                                                                                                    |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>2. Ambulatory Surgical Center (ASC)</b> , Freestanding.                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="radio"/>            | <input type="radio"/> | <b>3. Colostomy Medical Supplies and/or Equipment</b> , namely colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers.                                                                                                                                                                                                                                                                    |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>4. Counseling Services.</b> Check the box the county chooses to provide.<br><input type="checkbox"/> A. Licensed Clinical Social Worker (LCSW)<br><input type="checkbox"/> B. Licensed Marriage Family Therapist (LMFT)<br><input type="checkbox"/> C. Licensed Professional Counselor (LPC)<br><input type="checkbox"/> D. Ph.D. Clinical Psychologist                                                                                  |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>5. Dental Care</b> , namely an annual routine dental exam, annual routine cleaning, one set of annual X- rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection or extreme pain.                                                                                                                                                                             |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>6. Diabetic Supplies and/or Equipment</b> , namely test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens.                                                                                                                                                                                                                                                  |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>7. Durable Medical Equipment (DME).</b> Check the box(es) the county chooses to provide.<br><input checked="" type="checkbox"/> A. Blood Pressure Measuring Appliances <input type="checkbox"/> E. Hospital Beds<br><input type="checkbox"/> B. Canes <input type="checkbox"/> F. Walkers<br><input type="checkbox"/> C. Crutches <input type="checkbox"/> G. Wheelchairs, Standard<br><input type="checkbox"/> D. Home Oxygen Equipment |
| <input type="radio"/>            | <input type="radio"/> | <b>8. Emergency Medical Services</b> , namely ground transportation only.                                                                                                                                                                                                                                                                                                                                                                   |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>9. Federally Qualified Health Center (FQHC)</b>                                                                                                                                                                                                                                                                                                                                                                                          |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>10. Occupational Therapy</b>                                                                                                                                                                                                                                                                                                                                                                                                             |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>11. Physical Therapy</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <input type="radio"/>            | <input type="radio"/> | <b>12. Home and Community Health Care</b>                                                                                                                                                                                                                                                                                                                                                                                                   |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>13. Physician Assistant (PA)</b>                                                                                                                                                                                                                                                                                                                                                                                                         |
| <input type="radio"/>            | <input type="radio"/> | <b>14. Vision Care</b> , namely one exam by refraction and one pair of prescription glasses every 24 months.                                                                                                                                                                                                                                                                                                                                |
| <input checked="" type="radio"/> | <input type="radio"/> | <b>15. Other</b> medically necessary services or supplies determined to be cost effective by the entity.                                                                                                                                                                                                                                                                                                                                    |

September 15, 2026

Signature of County Judge/Designee

Date

Printed Name and Title of County Judge/Designee Signing Form

Scott M. Felton, County Judge

County

McLennan

Mailing Address, City, State and ZIP Code

2124 N 25th Street Waco, Texas 76701

Area Code and Phone No.

254-757-5174

## Definitions of CIHCP Optional Health Care Services

1. **Advanced Practice Nurse (APN)** services must be medically necessary and provided within the scope of practice of an APN and covered by the Texas Medicaid Program when provided by a licensed physician.
2. **Ambulatory Surgical Center (ASC)** services must be provided in a freestanding ASC and are limited to items and services furnished in reference to an ambulatory surgical procedure, including those services on the Center for Medicare and Medicaid Services (CMS)-approved list and selected Medicaid-only procedures.
3. **Colostomy Medical Supplies and/or Equipment** must be medically necessary and prescribed by a physician or an APN if within the scope of their practice, in accordance with the standards established by the Board of Nurse Examiners and published in 22 Texas Administrative Code (TAC) §221.13. Items covered are colostomy bags/ pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers. The county may require the supplier to receive prior authorization.
4. **Counseling (psychotherapy) Services** must be medically necessary based on a referral from a physician or an APN if within the scope of their practice, in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Psychotherapy services must be provided by a Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), Licensed Professional Counselor (LPC) or Ph.D. Psychologist.
5. **Dental Care** must be medically necessary and provided by a Doctor of Dental Surgery (DDS), Doctor of Medicine (DMD) or Doctor of Dental Medicine (DDM). Items covered are an annual routine exam, annual routine cleaning, one set of annual X-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection or extreme pain. The county may require prior authorization.
6. **Diabetic Supplies and/or Equipment** must be medically necessary and prescribed by a physician or an APN if within the scope of their practice, in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens. The county may require the supplier to receive prior authorization.
7. **Durable Medical Equipment (DME)** must be medically necessary, meet the Medicare/Medicaid requirements and be provided under a written, signed and dated prescription from a physician or an APN if within the scope of their practice, in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items may be purchased or rented, whichever is least costly. Items covered are blood pressure measuring appliances that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose and nebulizers), hospital beds, walkers and standard wheelchairs. The county may require the supplier to receive prior authorization.
8. **Emergency Medical Services** covers ground transportation only for medically necessary, life-threatening conditions.
9. **Federally Qualified Health Center (FQHC)** services must be provided in an approved FQHC by a physician, physician's assistant, nurse practitioner, clinical psychologist or clinical social worker.
10. **Occupational Therapy** services must be medically necessary and may be covered if provided in a physician's office, therapist's office, outpatient rehabilitation or free-standing rehabilitation facility, or licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 454.
11. **Physical Therapy** services must be medically necessary and may be covered if provided in a physician's office, therapist's office, outpatient rehabilitation or free-standing rehabilitation facility, or licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 453.
12. **Home and Community Health Care** must be medically necessary, meet the Medicare/Medicaid requirements and be provided by a certified home health agency. A plan of care must be recommended, signed and dated by the recipient's attending physician prior to care being given. Items covered are Registered Nurse (RN) visits for skilled nursing observation, assessment, evaluation and treatment provided by a physician who specifically requests the RN visit for this purpose. A home health aide to assist with administering medication is also covered. Visits made for performing housekeeping services are not covered. A county may require prior authorization.
13. **Physician Assistant (PA)** services must be medically necessary and provided by a PA under the direction of a Doctor of Medicine (MD) or Doctor of Osteopathic Medicine (DO) and must be billed by and paid to the supervising physician.
14. **Vision Care** covers one exam by refraction and one pair of prescribed glasses every 24 months that meet Medicaid criteria.
15. **Other** medically necessary services or supplies that the local governmental municipality/entity determines to be cost effective.

**ORDER of the MCLENNAN COUNTY COMMISSIONERS COURT for  
ACCEPTANCE OF DONATIONS**

The County has received the attached listing of a monetary donation to be used specifically for the 104<sup>th</sup> Annual County Judges and Commissioners Association of Texas Conference / "Host Court Night" Event. From this information we submit the following:

**NOW, THEREFORE BE IT ORDERED THAT, upon motion duly made, seconded and passed by affirmative vote**, after considering the facts available to the Court relative to the donations referred to above:

*The Commissioners Court may accept a gift, grant or donation* on behalf of the county for the purpose of performing a function conferred by law on the county or a county officer therefore may accept donations in accordance with Local Government Code 81.032

Passed this 15th day of September, 2026

---

Scott M. Felton  
County Judge

**ATTEST:**

J. A. "Andy" Harwell, County Clerk  
McLennan County, Texas

---

Deputy County, Clerk



**Donations for the 104th Annual County Judges and  
Commissioners Association of Texas Conference / "Host Court  
Night" Event**

| <b>Donor for Monetary Donations</b> | <b>Amount</b>     |
|-------------------------------------|-------------------|
| Ergon Asphalt & Emulsions, Inc.     | \$2,500.00        |
| <b>TOTAL:</b>                       | <b>\$2,500.00</b> |



ERGON ASPHALT & EMULSIONS, INC  
An ERGON Company

No. 01112529

P.O. BOX 1639  
JACKSON, MISSISSIPPI 39215-1639

Check Date: 08/21/2026

MCLENNAN COUNTY CONF COMMITTEE, ATTN: SUSANNE MEMMER, 215 NORTH 5TH STE 125, WACO TX 76701

| Date     | Vendor Name                                                               | Invoice #                                   | Invoice Amount | Amount Paid |
|----------|---------------------------------------------------------------------------|---------------------------------------------|----------------|-------------|
| 08/12/26 | MCLENNAN COUNTY CONF<br>silver sponsorship-MCLENNAN COUNTY CONF COMMITTEE | CRV081226                                   | \$2,500.00     | \$2,500.00  |
|          |                                                                           | RECEIVED<br>AUG 31 2026<br>COUNTY TREASURER |                |             |
| Total    |                                                                           |                                             | \$2,500.00     | \$2,500.00  |

Detach at Perforation Before Depositing Check

Page 1 of 1

CHECK FACE HAS A COLORED BACKGROUND ON WHITE PAPER AND MICROPRINTING IN THE BORDER.



P.O. BOX 1639  
JACKSON, MISSISSIPPI 39215-1639

ERGON ASPHALT & EMULSIONS, INC  
An ERGON Company

REGIONS BANK  
CONTROL DISBURSEMENT - NEWHEBRON, MS  
85-115/853

Check No. 01112529

Check Date  
08/21/2026

PAY *Two Thousand Five Hundred AND 00/100*

Check Amount  
\$ \*\*\*\*\*2,500.00

TO THE  
ORDER  
OF

MCLENNAN COUNTY CONF COMMITTEE  
ATTN: SUSANNE MEMMER  
215 NORTH 5TH STE 125  
WACO TX 76701

153183

Authorized Signer

**ORDER of the MCLENNAN COUNTY COMMISSIONERS COURT  
DECLARING CERTAIN PROPERTY as WASTE and AUTHORIZING the RECYCLE  
or DISPOSAL of SAID WASTE PROPERTY**

From time to time, Purchasing receives requests from various county departments to dispose of items that can not be regarded as either Salvage or Surplus Property and should be routinely discarded as waste. We will define such items as "Waste". Examples include: scrap metal that can be taken to a recycling center and furniture that is beyond repair that should be disposed of in the trash.

In considering this request, we assure the Court that none of the item(s) disposed of will be Salvage or Surplus Property or be regarded as suitable for use by the County.

Note: An item that has been determined to be Waste may not be given or sold to another individual. If an item has any residual value, it must be placed in an auction.

**NOW, THEREFORE BE IT ORDERED THAT, upon motion duly made, seconded and passed by affirmative vote,** after considering the request of the Purchasing Department and the facts available to the Court relative to the property referred to above:

*a) the Commissioners Court finds that the item/s referred to above are items that would routinely be discarded as waste and do not meet the criteria for "Salvage or Surplus Property" set out in the Local Government Code, Sec. 263.151(1) & (2), as amended), and those item/s are hereby declared as "Waste" property; and*

*b) the Commissioners Court further authorizes their recycling (when applicable), with any proceeds realized being turned over to the County Treasurer and/or disposal of those item/s as "Waste" property.*

Effective October 1, 2026 through September 30, 2027.

Passed this \_\_\_\_\_ day of September, 2026

---

Scott M. Felton  
County Judge

ATTEST:  
J. A. "Andy" Harwell. County Clerk  
McLennan County, Texas

---

By: Deputy County Clerk

ORDER OF THE MCLENNAN COUNTY COMMISSIONERS COURT  
EXEMPTING “VEHICLE AND EQUIPMENT REPAIRS” from the  
REQUIREMENTS OF Sec. 262.023, LOCAL GOVERNMENT CODE,  
as authorized by  
LOCAL GOVERNMENT CODE SEC. 262.024(a)(11)

WHEREAS, Sec. 262.024 Discretionary Exemptions (a) a contract for the purchase of any of the following items is exempt from the requirement established by Sec 262.023 if the commissioners court by order grants the exemption:

WHEREAS, Sec. 262.024(a)(11) includes vehicle and equipment repairs

WHEREAS, the Commissioners Court of McLennan County is of the opinion that it is in the best interests of McLennan County to grant such an exemption;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS THAT:

Effective October 1, 2026 through September 30, 2027, the Commissioners Court of McLennan County by way of this Order, hereby exempts “vehicle and equipment repairs” from the Competitive Requirements for Purchasing set out in Sec. 262.023, Local Government Code, as authorized by Sec. 262.024(a)(11) Local Government Code.

Passed this \_\_\_\_\_ day of September, 2026

\_\_\_\_\_  
Scott M. Felton  
County Judge

ATTEST:  
J. A. “Andy” Harwell, County Clerk  
McLennan County, Texas

\_\_\_\_\_  
By: Deputy County Clerk

**From:** Dustin Chapman <dustin.chapman@mclennan.gov>  
**Sent:** Tuesday, September 1, 2026 1:16 PM  
**To:** Regan Copeland <regan.copeland@mclennan.gov>  
**Cc:** Alexandra Gonzales <alexandra.gonzales@mclennan.gov>; Heather Travers <heather.travers@mclennan.gov>  
**Subject:** Agenda

Regan,

The below is a request to add an item to the agenda for a new CPS Board Member.

Action on Filling Board Vacancies. Chris Kuykendall has expressed interest in joining Board. Bill made a motion to submit Chris' name to be placed on the next Commissioners Court agenda and seconded by Ashleigh. Unanimously approved



July 30, 2026

Scott Felton  
McLennan County Judge  
PO Box 1728  
Waco, TX 76703-1728

Re: McLennan County – Liability Renewal

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

Your continued support allows TAC RMP to offer competitive and stable rates while maximizing coverage options for all program members. We are proud to share that the Pool has renewed 339 liability renewals and maintains a 99% renewal retention rate. Your participation in the TAC RMP is what makes our Pool successful.

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Lisa McCaig".

Lisa McCaig  
Risk Management Consultant II



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## McLennan County-1550

### INVOICE

Attn: Frances Bartlett  
2124 N 25th St  
Waco, TX 76708-3317

Invoice Due Date: 09/30/2026

Invoice #: 00005566

Coverage #: CAS-1550-20260930-1

Coverage Period: 09/30/2026 - 09/30/2027

| Coverage                                                     | Invoice Number | Contribution Due | Amount Enclosed |
|--------------------------------------------------------------|----------------|------------------|-----------------|
| Auto Liability Contribution                                  | 00005566       | \$118,137.00     |                 |
| Auto Physical Damage Contribution                            | 00005566       | \$126,809.00     |                 |
| General Liability Contribution                               | 00005566       | \$28,664.00      |                 |
| Law Enforcement Liability Contribution                       | 00005566       | \$384,683.00     |                 |
| Privacy or Security Event Liability and Expense Contribution | 00005566       | \$44,046.00      |                 |
| Public Officials Liability Contribution                      | 00005566       | \$144,877.00     |                 |
| Total Contribution:                                          |                | \$847,216.00     |                 |
| Balances as of 08/30/2026                                    |                |                  |                 |

| Coverage Year             | Invoice Number | Invoice Description | Invoice Due Date | Invoice Amount | Payment | Adjustments /Credits | Balance      |
|---------------------------|----------------|---------------------|------------------|----------------|---------|----------------------|--------------|
| 2026                      | 00005566       | 00002852-01         | 09/30/2026       | \$847,216.00   | \$0.00  | \$0.00               | \$847,216.00 |
| Total Annual Contribution |                |                     |                  | \$847,216.00   |         |                      |              |
| Payments Received         |                |                     |                  | \$0.00         |         |                      |              |
| Invoiced Amount           |                |                     |                  | \$847,216.00   |         |                      |              |
| Remaining Balance         |                |                     |                  | \$847,216.00   |         |                      |              |

### Payment Remittance Form

From: McLennan County  
Attn: Frances Bartlett  
2124 N 25th St  
Waco, TX 76708-3317

### Invoice Due Date: 09/30/2026

Invoice #: 00005566  
Payable to: TAC Risk Management Pool  
Box #2426  
San Antonio, TX 78298-9900

Amount Enclosed: \_\_\_\_\_

If amount is not \$847,216.00, please provide details: \_\_\_\_\_



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Liability Contribution & Coverage Declarations

Member: McLennan County

Coverage Period: September 30, 2026 through September 30, 2027

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

| AUTO LIABILITY                            | Limits of Liability | Deductible Per Accident | Contribution     |
|-------------------------------------------|---------------------|-------------------------|------------------|
| Bodily Injury Liability - Each Person     | \$100,000           | \$0                     | \$109,261        |
| Bodily Injury Liability - Each Accident   | \$300,000           |                         |                  |
| Property Damage Liability - Each Accident | \$100,000           |                         |                  |
| <b>Included Coverage</b>                  |                     |                         |                  |
| Personal Injury Protection                | \$5,000             | No deductible           | Included         |
| <b>Optional Coverage</b>                  |                     |                         |                  |
| Uninsured / Underinsured Motorist         | Per Endorsement     | \$250                   | \$8,876          |
| <b>AUTO LIABILITY CONTRIBUTION</b>        |                     |                         | <b>\$118,137</b> |

| AUTO PHYSICAL DAMAGE                     | Limits of Liability                                                                              | Deductible Per Covered Auto | Contribution     |
|------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------|------------------|
| Comprehensive Coverage                   | The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality | \$2,500                     | \$126,809        |
| Collision Coverage                       | The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality | \$2,500                     |                  |
| <b>AUTO PHYSICAL DAMAGE CONTRIBUTION</b> |                                                                                                  |                             | <b>\$126,809</b> |



| GENERAL LIABILITY                         |                                | Limits of Liability | Deductible Per Occurrence | Contribution |
|-------------------------------------------|--------------------------------|---------------------|---------------------------|--------------|
| Bodily Injury Liability - Each Person     |                                | \$100,000           | \$10,000                  | \$28,664     |
| Bodily Injury Liability - Each Accident   |                                | \$300,000           |                           |              |
| Property Damage Liability - Each Accident |                                | \$100,000           |                           |              |
| Included Coverage                         |                                |                     |                           |              |
| Personal and Advertising Injury Liability |                                | \$100,000           | \$10,000                  | Included     |
| Per Person                                |                                | \$300,000           |                           |              |
| Per Offense / Aggregate                   |                                |                     |                           |              |
| Crisis Management                         |                                | \$100,000           | \$10,000                  | Included     |
| Employee Benefits Liability               |                                | \$500,000           | \$1,000                   | Included     |
| Garage Keeper's Legal Liability           |                                | \$50,000            | \$1,000                   | Included     |
| Optional Coverage                         |                                |                     |                           |              |
| Unmanned Aircraft                         | Number of Unmanned Aircraft: 5 | Per Endorsement     | \$10,000                  | Included     |
| GENERAL LIABILITY CONTRIBUTION            |                                |                     |                           | \$28,664     |

| LAW ENFORCEMENT LIABILITY                                                                                                                                                                                                    |                                | Retroactive Date | Limits of Liability                            | Deductible Per Claim | Contribution     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------|------------------------------------------------|----------------------|------------------|
| Law Enforcement Liability                                                                                                                                                                                                    |                                | 09/30/2018       | \$3,000,000 Per Claim<br>\$3,000,000 Aggregate | \$10,000             | \$366,282        |
| <b>Optional Coverage</b>                                                                                                                                                                                                     |                                |                  |                                                |                      |                  |
| District Judge                                                                                                                                                                                                               |                                | 09/30/2005       | Per Endorsement                                |                      | \$7,326          |
| District Attorney                                                                                                                                                                                                            |                                | 09/30/2000       | Per Endorsement                                |                      | \$7,326          |
| Unmanned Aircraft                                                                                                                                                                                                            | Number of Unmanned Aircraft: 5 | 05/29/2019       | Per Endorsement                                |                      | \$3,750          |
| <b>Split Retroactive Coverage Dates</b>                                                                                                                                                                                      |                                |                  |                                                |                      |                  |
| Law Enforcement Liability                                                                                                                                                                                                    |                                | Full Prior Acts  | \$2,000,000 Per Claim<br>\$2,000,000 Aggregate |                      |                  |
| <b>Covered Law Enforcement Departments or Agency</b>                                                                                                                                                                         |                                |                  |                                                |                      |                  |
| McLennan County Attorney's Office<br>McLennan County Constable's Offices<br>McLennan County Employees Of The District Attorney's Office<br>McLennan County Juvenile Probation Department<br>McLennan County Sheriff's Office |                                |                  |                                                |                      |                  |
| <b>LAW ENFORCEMENT LIABILITY CONTRIBUTION</b>                                                                                                                                                                                |                                |                  |                                                |                      | <b>\$384,683</b> |

| PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE                     | Retroactive Date | Limits of Liability          | Deductible Per Covered Event | Contribution    |
|---------------------------------------------------------------------|------------------|------------------------------|------------------------------|-----------------|
| Privacy or Security Event Liability and Expense                     | 09/30/2024       | \$1,000,000 Annual Aggregate | \$10,000                     | \$44,046        |
| <b>Included Coverage</b>                                            |                  |                              |                              |                 |
| Business Interruption                                               |                  | \$250,000 / \$250,000        |                              |                 |
| Electronic Equipment and Data Recovery                              |                  | \$250,000 / \$250,000        |                              |                 |
| eCrime                                                              |                  | \$250,000 / \$250,000        |                              |                 |
| Extortion                                                           |                  | \$25,000 / \$25,000          |                              |                 |
| <b>Split Retroactive Coverage Dates</b>                             |                  |                              |                              |                 |
| Privacy or Security Event Liability and Expense                     | 05/01/2015       | \$1,000,000 Annual Aggregate |                              |                 |
| Privacy or Security Event Liability and Expense                     | 09/30/2018       | \$2,000,000 Annual Aggregate |                              |                 |
| <b>PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION</b> |                  |                              |                              | <b>\$44,046</b> |

| PUBLIC OFFICIALS LIABILITY                       | Retroactive Date | Limits of Liability                            | Deductible Per Claim | Contribution     |
|--------------------------------------------------|------------------|------------------------------------------------|----------------------|------------------|
| Public Officials Liability                       | 09/30/2018       | \$3,000,000 Per Claim<br>\$3,000,000 Aggregate | \$10,000             | \$139,305        |
| <b>Optional Coverage</b>                         |                  |                                                |                      |                  |
| District Judge                                   | 11/10/2005       | Per Endorsement                                |                      | \$2,786          |
| District Attorney                                | 09/30/2000       | Per Endorsement                                |                      | \$2,786          |
| <b>Split Coverage Retroactive Coverage Dates</b> |                  |                                                |                      |                  |
| Public Officials Liability                       | Full Prior Acts  | \$2,000,000 Per Claim<br>\$2,000,000 Aggregate |                      |                  |
| <b>PUBLIC OFFICIALS LIABILITY CONTRIBUTION</b>   |                  |                                                |                      | <b>\$144,877</b> |

|                            |                  |
|----------------------------|------------------|
| <b>TOTAL CONTRIBUTIONS</b> | <b>\$847,216</b> |
|----------------------------|------------------|

## NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties  
Attention: CLAIMS  
P. O. Box 2131  
Austin, Texas 78768  
Fax Number: 512-615-8942  
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

## CONDITIONS

**Coverage:** This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

**Claims Reporting:** The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

**Failure to Maintain Coverage:** The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

**Named Member Compliance:** By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

**Payment of Annual Contribution:** The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

**Pool's Right to Audit:** The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

**Property Appraisal:** Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

**Pool Coordinator:** The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

**Split Retroactive Coverage Dates:** Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

**Submission of Information:** The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

**Termination and Renewal:** The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

**Termination for Failure to Pay:** Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by  as authorized representative of the Pool on 07/27/2026 in Austin, Texas.

## AUTO LIABILITY

### PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT

This endorsement modifies the Auto Liability Coverage Document to which it is attached. Certain terms used herein have meanings different than similar terms used in other documents and endorsements forming a part of the Coverage Document. With respect to coverage provided by this endorsement, the provisions of the Auto Liability Coverage Document apply unless modified by the endorsement.

#### SCHEDULE

| Coverage                                                                     | Limits of Liability | Deductible                                      |
|------------------------------------------------------------------------------|---------------------|-------------------------------------------------|
| Personal Injury Protection                                                   | \$5,000 each Person | No deductible unless otherwise specified on CCD |
| Description of Covered Autos:<br>See I.1 <u>Additional Definitions</u> Below |                     |                                                 |

#### A. COVERAGE AGREEMENT

The Pool will pay Personal Injury Protection benefits because of Bodily Injury:

1. Resulting from a motor vehicle Accident; and
2. Sustained by a Covered Person.

The Pool's payment will only be for Losses or expenses incurred within three years from the date of Accident.

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.
2. Eighty percent of a Covered Person's Loss of Income from employment. These benefits apply only if, at the time of the Accident, the Covered Person:
  - a. Was an income producer; and
  - b. Was in an occupational status.

These benefits do not apply to any Loss after the Covered Person dies.

3. Reasonable expenses incurred for obtaining services. These services must replace those a Covered Person would normally have performed:
  - a. Without pay;

- b. During a period of disability; and
- c. For the care and maintenance of the family or household.

These benefits would apply if, at the time of the Accident, the Covered Person:

- a. Was not an income producer; and
- b. Was not in an occupational status.

These benefits will not apply to any Loss after the Covered Person dies.

#### B. WHO IS A COVERED PERSON

For purposes of this Personal Injury Protection Coverage, Covered Person shall mean:

- 1. The Named Member's Officials, employees, Volunteers and any of their Family Members, while Occupying or when struck by a Covered Auto.
- 2. Anyone else Occupying a Covered Auto with the Named Member's permission and within the scope of that permission.

#### C. EXCLUSIONS

The Pool does not provide Personal Injury Protection Coverage for any Person for Bodily Injury sustained:

- 1. In an Accident caused intentionally by that Person.
- 2. By that Person while in the commission of a felony.
- 3. By that Person while attempting to elude arrest by a law enforcement official.
- 4. To any employee of the Named Member, who is injured in the course and scope of his or her employment.

#### D. LIMITS OF LIABILITY

Regardless of the number of owned Covered Autos, Covered Persons, contributions paid, claims made or vehicles involved in the Accident, the most the Pool will pay for Bodily Injury for each Covered Person in any one Accident is the Limit of Liability shown in the Schedule to this endorsement or the CCD.

If a Person receiving payment under this Personal Injury Protection Coverage Endorsement is also making a claim against the Named Member or another Covered Person under the Bodily Injury provisions of the Auto Liability Coverage Document, or against the Pool under the Bodily Injury provisions of the Uninsured/Underinsured Motorists Coverage Endorsement of the Auto Liability Coverage Document, such Named Member, other Covered Person and the Pool shall be entitled to an offset, credit or deduction against any award made under the Auto Liability Coverage Document or the Uninsured/Motorists Coverage Endorsement to such recipient in an amount equal to the amount paid to such recipient under this Personal Injury Protection Coverage Endorsement. The Auto Liability Coverage Document and the Uninsured/Underinsured Motorists Coverage Endorsement of – the Auto Liability Coverage Document are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Pool.

#### E. CONDITIONS

The CONDITIONS found in the Auto Liability Coverage Document are changed for Personal Injury Protection as follows:

1. Condition M.1, DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS is changed by adding the following:
  - d. At the Pool's request, give to the Pool a written proof of claim, under oath if required, including full particulars of the nature and extent of the Accident, injuries, treatment and any other details relevant to the Pool's determination of benefits payable hereunder. Proof of claim shall be made on forms furnished by the Pool unless, within 15 days after receiving notice of the claim, the Pool has failed to furnish such forms. In such event, notice shall be given in letter form.
  - e. At the Pool's request, submit to examination under oath by any Person selected by the Pool, as often as may be reasonably required.
  - f. Provide or authorize the Pool to obtain medical records or pertinent information.
  - g. Submit to physical or mental examination, at the Pool's request, by physicians of the Pool's choice, when and as often as the Pool reasonably requests.
2. Condition S., OTHER COVERAGE OR INSURANCE, is changed by adding the following:

If there is other Personal Injury Protection insurance, the Pool will pay only its share. The Pool's share is the proportion that its Limit of Liability bears to the total of all applicable limits. However, any coverage the Pool provides with respect to a vehicle the Named Member does not own shall be excess over any other collectible Personal Injury Protection coverage.

#### F. PAYMENT PROVISION

Benefits payable under this coverage are payable:

1. Not more frequently than every two weeks; and
2. Within 30 days after satisfactory proof of claim is received.

Any benefits for a period of less than two weeks for which the company is liable are payable at termination of the disability period.

Payments will be made to the Person who is disabled or, if the disabled Person is an unemancipated minor, to the parent or guardian who has custody of such minor within 30 days after satisfactory proof of parentage or guardianship is received by the Pool.

#### G. ASSIGNMENT OF BENEFITS

Payments for medical benefits will be paid directly to a physician or other health care provider if the Pool receives a written assignment signed by the Covered Person to whom such benefits are payable.

#### H. COORDINATION OF BENEFITS

If a Covered Person is an employee of the Named Member, any amount payable under this endorsement for Loss of Income will be reduced by any workers' compensation income benefits received, and any amount payable under this endorsement for medical expenses will be limited to those out-of-pocket expenses not covered as workers' compensation medical benefits.

#### I. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section and have special meaning for Personal Injury Protection.

1. **Covered Auto** means an Auto which is:
  - a. Owned or leased by the Named Member; or



- b. Temporarily used by the Named Member as a substitute for an Auto owned or leased by the Named Member that has been withdrawn from normal use because of its breakdown, repair, servicing, Loss or destruction; and

The Auto Liability Coverage Document must also apply to the Covered Auto.

Covered Auto shall not include:

- a. Any Auto while used as a livery or public conveyance, unless, prior to the Accident, such use is specifically declared and described in the CCD or otherwise approved in writing by the Pool;
  - b. Any Auto which is not being used with the Named Member's permission; or the use of which is outside the scope of the Named Member's permission.
2. **Family Member** means a person related to a Named Member's Official, employee, or Volunteer by blood, marriage or adoption who is a resident of their household, including a ward or foster child.
3. **Loss of Income** is the difference between:
- a. Income which would have been earned had the Covered Person not been injured; and
  - b. The amount of income actually received from employment during the disability.
- If the income being earned as of the date of Accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the Accident shall be used.
4. **Medical Expenses** means expenses for necessary medical, surgical, x-ray, and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.
5. **Occupying** means in, upon, getting in, on, out or off.
6. **Person** means a natural Person and not a corporation, partnership, association, organization or business name.

## AUTO LIABILITY

### UNINSURED/UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT

This endorsement modifies the Auto Liability Coverage Document to which it is attached. Certain terms used herein have meanings different than similar terms used in other documents and endorsements forming a part of the Coverage Document. With respect to coverage provided by this endorsement, the provisions of the Coverage Document apply unless modified by this endorsement.

#### SCHEDULE

| Coverage                                                              | Limits of Liability |               |
|-----------------------------------------------------------------------|---------------------|---------------|
| Bodily Injury                                                         | \$30,000            | each person   |
|                                                                       | \$60,000            | each accident |
| Property Damage                                                       | \$25,000            | each accident |
| Description of Covered Autos: See, F.1. Additional Definitions below. |                     |               |

#### A. COVERAGE AGREEMENT

1. The Pool will pay damages which a Covered Person is legally entitled to recover from the owner or operator of an Uninsured Motor Vehicle because of Bodily Injury or Property Damage sustained by the Covered Person caused by an Accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the Uninsured Motor Vehicle. Provided, however, that no duty to pay under this endorsement arises until the earlier of (a) our written agreement to pay under this endorsement, or (b) the entry of a final judgment determining the liability of the owner or operator of the Uninsured Motor Vehicle.
2. With respect to damages resulting from an Accident with a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle, the Pool will pay under this endorsement only if a. or b. below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgements or settlements; or
  - b. A tentative settlement has been made between a Covered Person and the insurer of the vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle, and the Pool:
    - i. Has been given prompt written notice of such tentative settlement; and
    - ii. Advance payment to the Covered Person in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a Suit brought without the Pool's consent is not binding on the Pool.
4. If the Pool and the Named Member do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on the Pool.

#### B. WHO IS A COVERED PERSON

For purposes of this Uninsured/Underinsured Motorists Coverage, Covered Person shall mean:

1. The Named Member for Property Damage only.
2. Officials, employees and Volunteers while Occupying a Covered Auto.
3. Any person or organization for damages that person or organization is entitled to recover because of Bodily Injury sustained by a person described in 1. or 2. above.

C. EXCLUSIONS

1. The Pool does not provide Uninsured/Underinsured Motorists Coverage for any person:
  - a. For Bodily Injury sustained while Occupying, or when struck by, any motor vehicle or a trailer of any type owned by the Named Member, any of its Officials, employees or Volunteers, or any of their Family Members, which is not a Covered Auto under this endorsement.
  - b. If that person or the legal representative settles the claim without the Pool's consent. However, this exclusion does not apply to a settlement made with the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle in accordance with the procedure described in Paragraph A.2.b.
  - c. For the first \$250 of the amount of damage to the property of that person as the result of any one accident.
  - d. Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to the Named Member.
  - e. For Bodily Injury or Property Damage resulting from the intentional acts of that person.
2. This coverage shall not apply directly or indirectly to benefit:
  - a. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law; or
  - b. Any insurer of property.

D. LIMITS OF LIABILITY

1. The Limits of Liability shown in the schedule for Bodily Injury each person is the most the Pool will pay for all damages for Bodily Injury sustained by any one person in any one Auto Accident. Subject to this limit for each person, the Limits of Liability indicated for Bodily Injury, each Accident is the most the Pool will pay for all damages for Bodily Injury resulting from any one Accident, regardless of the number of persons injured. The Limits of Liability shown in the schedule for Property Damage, each Accident is the most the Pool will pay for all damages for Property Damage resulting from any one Accident, regardless of the number of persons claiming such damages.

These limits are the most the Pool will pay regardless of the number of Covered Persons, Claims made, Policies or bonds applicable, Covered Autos, or Vehicles involved.

Subject to this maximum, the Pool's Limits of Liability will be the lesser of:

- a. The difference between the amount of a Covered Person's damages for Bodily Injury or Property Damage and the amount paid or payable to that Covered Person for such

damages, by or on behalf of persons or organizations who may be legally responsible;  
and

- b. The applicable Limits of Liability for this coverage.
2. In order to avoid benefit payments in excess of actual damages sustained, subject only to the limits set out in the schedule of this endorsement or in the CCD and other applicable provisions of this coverage, the Pool will pay all covered damages not paid or payable under any
  - a. workers' compensation law, disability benefits law, any similar law;
  - b. Automobile Medical Payments Coverage; or
  - c. Personal Injury Protection Coverage.
3. Any payment under this coverage to or for a Covered Person will reduce any amount that Covered Person is entitled to recover for the same damages under the Auto Liability Coverage Document.
4. Special Provision for Property Damage

If a Covered Person sustains Property Damage Loss, to which the physical or Property Damage coverage of another policy and this coverage both apply, the Named Member may choose the coverage from which damages will be paid. The Named Member may recover under both coverages, but only if:

  - a. Neither one by itself is sufficient to cover the Loss;
  - b. The Named Member pays the higher deductible amount (but the Named Member does not have to pay both deductibles); and
  - c. The Named Member will not recover more than the actual damages.
5. If the Covered Person is an employee of the Named Member entitled to workers' compensation benefits for Bodily Injury resulting from the Accident, this endorsement applies provided that the Covered Person receives all medical care under the rules and procedures of the Texas Workers' Compensation Act. If the Covered Person elects to receive some or all medical treatment outside of the Texas Workers' Compensation Act, then the Bodily Injury - Each Person Limit of Liability available to that Covered Person shall reduce to the statutory minimum.

#### E. CONDITIONS

The Conditions found in the Auto Liability Coverage Document are changed for Uninsured/Underinsured Motorists Coverage as follows:

1. Condition M.1., DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, or LOSS is changed by adding the following:
  - d. At the Pool's request, give to the Pool a written proof of claim, under oath if required, including full particulars of the nature and extent of the accident, injuries, treatment and any other details relevant to the Pool's determination of benefits payable hereunder. Proof of claim shall be made on forms furnished by the Pool unless, within 15 days after receiving notice of the claim, the Pool has failed to furnish such forms. In such event, notice shall be given in letter form.

- e. At the Pool's request, submit to examination under oath by any person selected by the Pool, as often as may be reasonably required.
  - f. Provide or authorize the Pool to obtain medical records or pertinent information.
  - g. Submit to physical or mental examination, at the Pool's request, by physicians of the Pool's choice, when and as often as the Pool reasonably requests.
  - h. Promptly notify the police if a hit-and-run driver is involved.
  - i. Promptly send the Pool copies of the legal papers if a Suit is brought.
  - j. Take reasonable steps after Loss to protect the Covered Auto and its equipment from further Loss. The Pool will pay reasonable expenses incurred to do this.
  - k. Permit the Pool to inspect and appraise the damaged property before its repair or disposal.
  - l. Promptly notify the Pool in writing of a tentative settlement between a Covered Person and the insurer of a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle and allow us 30 days to advance payment to that Covered Person in an amount equal to the tentative settlement to preserve our rights against the insurer, owner, or operator of such vehicle.
  - m. At the Pool's request, if the Pool determines that workers' compensation benefits or any similar benefits may be paid or payable for an Accident otherwise covered under this endorsement, a Covered Person must promptly submit a claim for workers' compensation benefits or similar benefits under the applicable policy as a condition precedent to any payment under this endorsement.
2. Paragraph N.1 of Condition N., LEGAL ACTION AGAINST THE POOL, is replaced with the following:

No legal action may be brought against the Pool unless there has been full compliance with all terms of the Coverage Document and this endorsement. In a Claim for payment under this endorsement, no action to determine the liability of the owner or operator of an Uninsured Motor Vehicle may be initiated against either the owner or operator, or the Pool, unless the following conditions have been met:

- a. The Pool has been given 30 days notice of the intent to file such an action;
- b. The Covered Person has made a written demand to release the Pool from further liability in exchange for a payment within the policy limits of this endorsement; and
- c. The Pool has failed to tender the amount demanded under N.1.a of this endorsement within 14 days of the service of the demand.

Provided, however, that the Pool may not be added as a party to such action unless either: (1) the Covered Person has reached a settlement with the owner or operator of the Uninsured Motor Vehicle; (2) the Pool has advanced payment for a tentative settlement made with the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle in accordance with the procedure described in Paragraph A.2.b above; or (3) a final judgment has been entered against the owner or operator of the Uninsured Motor Vehicle establishing their liability. The Pool may, in its sole discretion,

intervene in an action against the owner or operator of the Uninsured Motor Vehicle prior to the entry of a final judgment against the owner or operator of the Uninsured Motor Vehicle.

3. Condition O., TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL is changed by adding the following:

If the Pool makes a payment and the Covered Person recovers from another party, the Covered Person shall hold the proceeds in trust for the Pool and reimburse the Pool to the extent of the Pool's payment.

The Pool's rights under this provision do not apply with respect to a tentative settlement between a Covered Person and the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle if the Pool:

- a. Has been given written notice of a tentative settlement between the Covered Person and the insurer of the Uninsured Motor Vehicle; and
- b. Fails to advance payment to the Covered Person in an amount equal to the tentative settlement within 30 days after receipt of the notification.

If the Pool advances payment to the Covered Person in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount a Covered Person is entitled to recover under the provisions of this endorsement; and
- b. The Pool has the right to recover the advanced payment.

4. Condition S., OTHER COVERAGE OR INSURANCE, is changed by adding the following:

If there is other applicable similar coverage or insurance the Pool will pay only its share of the Loss. The Pool's share is the proportion that its Limit of Liability bears to the total of all applicable limits. However, any coverage the Pool provides, with respect to a vehicle the Named Member does not own, shall be excess over any other collectible coverage or insurance.

5. The following Condition is added:

AA. PAYMENT OF LOSS BY THE POOL

Any amount due under this Uninsured/Underinsured Motorists Coverage is payable:

1. To the Covered Person; or
2. If the Covered Person is a minor, to his parent or guardian; or
3. If the Covered Person is deceased, to his surviving spouse, otherwise to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;
4. To a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the Pool may at its option pay any amount due hereunder in accordance with subparagraph AA.4., above.

F. ADDITIONAL DEFINITIONS

The DEFINITIONS of the Coverage Document are changed or supplemented for UNINSURED/UNDERINSURED MOTORIST COVERAGE as follows:

1. **Covered Auto** means:

- a. Any Auto which is:
  - (1) Owned or leased by the Named Member; or
  - (2) Temporarily used by the Named Member as a substitute for an Auto owned or leased by the Named Member that has been withdrawn from normal use because of its breakdown, repair, servicing, Loss or destruction; and

The Auto Liability Coverage Document must also apply to the Covered Auto.

b. Covered Auto shall not include:

- (1) Any Auto while used as a livery or public conveyance, unless, prior to the accident, such use is specifically declared and described in the Declarations or otherwise approved in writing by the Pool;
- (2) Any Auto which is not being used with the Named Member's permission; or the use of which is outside the scope of the Named Member's permission.

2. **Family Member** means a person related to a Covered Person by blood, marriage or adoption, who is a resident of their respective households, including a ward or foster child.

3. **Occupying** means in, upon, getting in, on, out or off.

4. **Property Damage** means injury to or Loss of use of or destruction of;

- a. A Covered Auto;
- b. Property owned by the Named Member or a Covered Person while contained in a Covered Auto; and
- c. Property owned by any other person Occupying the Covered Auto while contained in the Covered Auto.

5. **Uninsured Motor Vehicle** means a land motor vehicle or trailer of any type:

- a. To which no liability bond or policy applies at the time of the Accident.
- b. Which is a hit-and-run vehicle whose operator or owner cannot be identified. The vehicle must hit a Covered Person, a Covered Auto or a vehicle a Covered Person is Occupying.
- c. To which a liability bond or policy applies at the time of the Accident, but the bonding or insuring company denies coverage or is or becomes insolvent.
- d. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which

a liability bond or policy applies at the time of the accident but its Limit of Liability either:

- (1) Is not enough to pay the full amount the Covered Person is legally entitled to recover as damages; or
- (2) Has been reduced by payment of claims to an amount which is not enough to pay the full amount the Covered Person is legally entitled to recover as damages.

However, Uninsured Motor Vehicle does not include any vehicle or equipment:

- a. Owned by or furnished or available for the regular use of the Named Member, a Covered Person, or any Family Member of any of them;
- b. Owned or operated by a self-insurer under any applicable motor vehicle law;
- c. Owned by any governmental body unless the operator of the vehicle is uninsured and there is no statute imposing liability for damage because of Bodily Injury or Property Damage on the governmental body for an amount not less than the Limits of Liability for this coverage;
- d. Operated on rails or crawler treads;
- e. Designed mainly for use off public roads while not on public roads; or
- f. While located for use as a residence or premises.



## **LAW ENFORCEMENT LIABILITY**

### **DISTRICT JUDGE ENDORSEMENT**

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

**SECTION II - DEFINITIONS, Section N, Member**, is amended to add:

A district judge whose designated jurisdiction includes the Named Member is a Member, but only in his or her capacity as a member of a Juvenile Board, and only if the Juvenile Board or the Juvenile Probation Department that it oversees is listed in the CCD.

**SECTION V - CONDITIONS** is amended to add:

#### **X. REPRESENTATION BY STATE OF TEXAS**

The Pool has no duty to:

1. defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
2. pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

## **LAW ENFORCEMENT LIABILITY**

### **DISTRICT ATTORNEY ENDORSEMENT**

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

**SECTION II - DEFINITIONS, Section N, Member**, is amended to add:

The District Attorney, against liability arising from the performance of his or her official duties or duties of employment.

**SECTION IV.B - EXCLUSIONS** is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

**SECTION V - CONDITIONS** is amended to add:

#### **X. REPRESENTATION BY STATE OF TEXAS**

The Pool has no duty to:

1. defend a Member in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State of Texas and it declines to provide a defense; or
2. pay or indemnify a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

## **PUBLIC OFFICIALS LIABILITY**

### **DISTRICT JUDGE ENDORSEMENT**

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

**SECTION II - DEFINITIONS, Section L, Member**, is amended to add:

A district judge whose designated jurisdiction includes the Named Member County is a Member, but only when acting in a judicial capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of either the Named Member or a Juvenile Board that serves the Named Member.

**SECTION V - CONDITIONS** is amended to add:

#### **X. REPRESENTATION BY STATE OF TEXAS**

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

## PUBLIC OFFICIALS LIABILITY

### DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the Limits of Liability shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

**SECTION II - DEFINITIONS, Section L, Member**, is amended to add:

A district attorney whose designated jurisdiction includes the Named Member County is a Member, but only when acting in an official capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of the Named Member.

**SECTION III - LIMITS OF LIABILITY**, Section D.3, Prosecutor, is amended to read as follows:

3. Prosecutor. The Limits of Liability are inclusive of Claims Expenses for a Claim against the county attorney, district attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed \$500,000 per Claim and \$1,000,000 in the Aggregate.

**SECTION IV.B - EXCLUSIONS** is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

**SECTION V - CONDITIONS** is amended to add:

#### X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

## LAW ENFORCEMENT LIABILITY

### UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

**Part IV – Exclusions, A.1** is amended to read:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, (except Unmanned Aircraft scheduled below), watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

#### SCHEDULE

| Description of Unmanned Aircraft |                          |                               |            |
|----------------------------------|--------------------------|-------------------------------|------------|
| Registration No.                 | Manu. Serial No.         | Make and Model                | Year Built |
| FA3TWX7CMY                       | 1581F6W8A246K0A3<br>R65Q | DJI - AVATA 2                 |            |
| FA37ERMMNK                       | 298CHAVR0A0QYB           | DJI - MAVIC 2 ENTERPRISE DUAL |            |
| FA37ERKRLT                       | HV5920221174             | AUTEL - EVO 2 PRO DUAL        |            |
| FA3PK7NPCT                       | 1748CHN2823141012        | AUTEL - EVO 2 DUAL 640T V3    | 2023       |
| FA37ERPHRA                       | 298CHAVR0A0R1S           | DJI - MAVIC 2 ENTERPRISE DUAL |            |

1. Coverage is provided under this endorsement only if all of the following conditions are met:
  - A. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
  - B. Maintenance and use of the Unmanned Aircraft and unmanned aircraft system is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
2. Coverage under this endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at seizure or control) by any person, including claims arising while the Unmanned Aircraft is outside the control of the Member by reason of a hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be considered to have been restored to the control of the Named Member on the safe return of the Unmanned Aircraft to the Named Member at an airfield or off-airport location within the Named Member's jurisdiction that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
3. The following definitions apply to this endorsement:
  - A. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
  - B. Unmanned Aircraft means the aircraft described in the Schedule for this endorsement.

Other terms in this endorsement that are capitalized have the same meaning as the meaning assigned to them in the Coverage Document.

## GENERAL LIABILITY

### UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the General Liability Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Section I – Coverage A, Part 2. EXCLUSIONS, h. Aircraft, Autos or Watercraft is amended to add subsection (7) as follows:

- (7) Bodily Injury or Property Damage arising out of the operation of an Unmanned Aircraft as scheduled below.

Section I – Coverage B, Part 2. EXCLUSIONS, o. is amended to read:

- o. Personal and Advertising Injury arising out of the ownership, maintenance, use or entrustment to others of any Aircraft (except for Unmanned Aircraft, as scheduled below) owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person.

#### SCHEDULE

| Description of Unmanned Aircraft |                          |                               |            |
|----------------------------------|--------------------------|-------------------------------|------------|
| Registration No.                 | Manu. Serial No.         | Make and Model                | Year Built |
| FA3TWX7CMY                       | 1581F6W8A246K0A3<br>R65Q | DJI - AVATA 2                 |            |
| FA37ERMMNK                       | 298CHAVR0A0QYB           | DJI - MAVIC 2 ENTERPRISE DUAL |            |
| FA37ERKRLT                       | HV5920221174             | AUTEL - EVO 2 PRO DUAL        |            |
| FA3PK7NPCT                       | 1748CHN2823141012        | AUTEL - EVO 2 DUAL 640T V3    | 2023       |
| FA37ERPHRA                       | 298CHAVR0A0R1S           | DJI - MAVIC 2 ENTERPRISE DUAL |            |

1. Coverage is provided under this Endorsement only if all of the following conditions are met:
  - a. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including but not limited to laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
  - b. Maintenance and use of the Unmanned Aircraft and Unmanned Aircraft System is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
2. Coverage under this Endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at such seizure or control) by any person, including but not limited to claims arising while the Unmanned Aircraft is outside the control of the Covered Person by reason of such hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be deemed to have been restored to the control of the Covered Person on the safe return of the Unmanned Aircraft to the Covered Person at an airfield or off-airport location within the Coverage Territory that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
3. The following definitions apply to this Endorsement:
  - a. **Federal Aviation Administration** means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
  - b. **Unmanned Aircraft** means the aircraft described in the Schedule for this Endorsement that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

Other terms in this Endorsement that are capitalized have the same meaning as the meaning assigned to them in the body of the General Liability Coverage Document.





TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

MEMBER

McLennan County  
201 N 4th St  
Waco, TX 76701-1403

| COVERAGE #          | EFFECTIVE  | EXPIRATION |
|---------------------|------------|------------|
| CAS-1550-20260930-1 | 09/30/2026 | 09/30/2027 |

COVERED VEHICLE

All Member owned or leased vehicles

COVERAGE PROVIDED BY

Texas Association of Counties Risk Management Pool  
P.O. Box 2131  
Austin, Texas 78768-2131

TO REPORT A CLAIM

|                              |              |
|------------------------------|--------------|
| Mon. - Fri., 8 a.m. - 5 p.m. | 800.456.5974 |
| After business hours         | 855.472.5246 |

This vehicle meets the minimum liability insurance prescribed by the Texas Motor Vehicle Safety Responsibility Act. However, the Texas Transportation Code § 601.007 exempts a government vehicle and an officer, agent, or employee of a governmental entity driving a government vehicle on official duty from the requirements of the Act, including the duty to show evidence of liability insurance or financial responsibility.



TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

MEMBER

McLennan County  
201 N 4th St  
Waco, TX 76701-1403

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RISK MANAGEMENT POOL

MEMBER

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201 N 4th St  
Waco, TX 76701-1403

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RISK MANAGEMENT POOL

MEMBER

McLennan County  
201 N 4th St  
Waco, TX 76701-1403

| COVERAGE #          | EFFECTIVE  | EXPIRATION |
|---------------------|------------|------------|
| CAS-1550-20260930-1 | 09/30/2026 | 09/30/2027 |

COVERED VEHICLE

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P.O. Box 2131  
Austin, Texas 78768-2131

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| After business hours         | 855.472.5246 |

This vehicle meets the minimum liability insurance prescribed by the Texas Motor Vehicle Safety Responsibility Act. However, the Texas Transportation Code § 601.007 exempts a government vehicle and an officer, agent, or employee of a governmental entity driving a government vehicle on official duty from the requirements of the Act, including the duty to show evidence of liability insurance or financial responsibility.



Member: McLennan County  
Coverage Period: September 30, 2026 to September 30, 2027

☒ Personal Injury Protection  
☒ Uninsured / Underinsured Motorist

Texas Association of Counties  
Risk Management Pool

| ID #                            | Year | Make      | Model                   | VIN #             | Inventory # | Cost New | Class Code | Auto Liability               | Auto Physical Damage |       | POV | EQUIP | Total Contribution |
|---------------------------------|------|-----------|-------------------------|-------------------|-------------|----------|------------|------------------------------|----------------------|-------|-----|-------|--------------------|
|                                 |      |           |                         |                   |             |          |            |                              | Coll                 | Comp  |     |       |                    |
| 754                             | 2026 | CHEVROLET | TRAVERSE                | 1GNERGKS1TJ234768 | 37542       | \$42,440 | 014990     | \$213                        | \$175                | \$140 |     |       | \$527              |
| Department: IT                  |      |           |                         |                   |             |          |            | Total Number of Vehicles: 3  |                      |       |     |       | \$1,473            |
| 83                              | 2000 | OTHER     | BIG TEX UTILITY TRAILER | 4K8NX1629Y1C65390 | 20252       | \$1,000  | 684990     | \$106                        |                      |       |     |       | \$106              |
| 253                             | 2013 | DODGE     | GRAND CARAVAN           | 2C4RDGBG3DR815013 | 27213       | \$24,179 | 648100     | \$319                        |                      |       |     |       | \$319              |
| 339                             | 2010 | FORD      | FUSION                  | 3FAHP0GA5AR411480 | 25295       | \$15,757 | 007911     | \$426                        |                      |       |     |       | \$426              |
| 379                             | 2015 | FORD      | TAURUS                  | 1FAHP2MK6FG183237 | 28632       | \$24,211 | 007911     | \$426                        |                      |       |     |       | \$426              |
| 396                             | 2016 | CHEVROLET | VAN                     | 1GAZGNFG2G1144618 | 28833       | \$38,935 | 648100     | \$319                        |                      |       |     |       | \$319              |
| 548                             | 2010 | FORD      | E350 VAN                | 1FBNE3BL4A0A13302 | PFC25549    | \$31,364 | 648100     | \$319                        |                      |       |     |       | \$319              |
| 616                             | 2006 | FORD      | E350 ECONOLINE VAN      | 1FBNE31L06DA24046 | 22755       | \$22,755 | 648100     | \$319                        |                      |       |     |       | \$319              |
| 772                             | 2026 | CHEVROLET | TRAVERSE                | 1GNERGKS4TJ342981 | 37770       | \$42,170 | 007912     | \$319                        | \$349                | \$210 |     |       | \$878              |
| 773                             | 2026 | CHEVROLET | TRAVERSE                | 1GNERGKS2TJ342493 | 37771       | \$42,170 | 007912     | \$319                        | \$349                | \$210 |     |       | \$878              |
| 774                             | 2026 | CHEVROLET | TRAVERSE                | 1GNERGKS1TJ343067 | 37772       | \$42,170 | 007912     | \$319                        | \$349                | \$210 |     |       | \$878              |
| Department: Jail                |      |           |                         |                   |             |          |            | Total Number of Vehicles: 10 |                      |       |     |       | \$4,869            |
| 173                             | 2006 | FORD      | ECONOLINE VAN           | 1FTNE24L66HB39891 | 22674       | \$17,075 | 648100     | \$319                        |                      |       |     |       | \$319              |
| 254                             | 2010 | DODGE     | GRAND CARAVAN           | 2D4RN3D10AR389293 | 25315       | \$21,986 | 648100     | \$319                        |                      |       |     |       | \$319              |
| 281                             | 2010 | FORD      | CROWN VICTORIA          | 2FABP7BV8AX124323 | 25109       | \$22,069 | 001303     | \$213                        |                      |       |     |       | \$213              |
| 430                             | 2015 | FORD      | TAURUS                  | 1FAHP2D87FG164913 | 28590       | \$23,638 | 001303     | \$213                        |                      |       |     |       | \$213              |
| 473                             | 2012 | OTHER     | TRAILER FOR GENERATOR   | 4TCSU1062BH611999 | 26158       | \$2,430  | 684990     | \$106                        |                      |       |     |       | \$106              |
| 488                             | 2017 | FORD      | EXPLORER                | 1FM5K8AR8HGE39957 | 30525       | \$28,621 | 014990     | \$213                        |                      |       |     |       | \$213              |
| 490                             | 2018 | FORD      | TRANSIT VAN             | 1FBZX2ZG2JKA86663 | 30588       | \$32,136 | 648200     | \$426                        | \$122                | \$70  |     | X     | \$618              |
| 550                             | 2020 | OTHER     | MAXEY DUMP              | 5R8BD1422LM068000 | 32097       | \$8,999  | 684990     | \$106                        | \$73                 | \$42  |     |       | \$222              |
| 676                             | 2023 | FORD      | EXPLORER                | 1FM5K8AB3PGB37235 | 35719       | \$52,236 | 014990     | \$213                        | \$188                | \$115 |     |       | \$517              |
| 767                             | 2026 | FORD      | EXPLORER POLICE         | 1FM5K8AB9TGA71137 | 37572       | \$55,599 | 014990     | \$213                        | \$236                | \$210 |     |       | \$658              |
| Department: Juvenile Department |      |           |                         |                   |             |          |            | Total Number of Vehicles: 10 |                      |       |     |       | \$3,398            |
| 20                              | 1999 | CHEVROLET | C1500 PICKUP            | 2GCEC19T5X1120682 | 20408       | \$15,800 | 014990     | \$213                        |                      |       |     |       | \$213              |
| 32                              | 1998 | OTHER     | PERO UTILITY TRAILER    | 4PTU61625WM011137 | 18668       | \$1,065  | 684990     | \$106                        |                      |       |     |       | \$106              |
| 54                              | 1975 | OTHER     | STANDARD TANKER TRAILER | 000000000TR182526 | 17855       |          | 214990     | \$266                        |                      |       |     |       | \$266              |
| 151                             | 2007 | OTHER     | BIG TEX UTILITY TRAILER | 16VAX141X72A66845 | 23204       | \$1,200  | 684990     | \$106                        |                      |       |     |       | \$106              |
| 174                             | 2012 | FORD      | F250 PICKUP             | 1FTBF2A69CEB55076 | 26211       | \$20,747 | 014990     | \$213                        |                      |       |     |       | \$213              |
| 175                             | 2011 | FORD      | F150                    | 1FTEX1CM0BFA79868 | 25658       | \$15,664 | 014990     | \$213                        |                      |       |     |       | \$213              |
| 176                             | 2011 | FORD      | F150                    | 1FTEX1CM2BFA79869 | 25657       | \$15,664 | 014990     | \$213                        |                      |       |     |       | \$213              |
| 181                             | 2009 | FORD      | F150                    | 1FTPW12V69FB17801 | 27209       | \$19,979 | 014990     | \$213                        |                      |       |     |       | \$213              |
| 185                             | 2010 | FORD      | E350 VAN                | 1FTSE3EL8ADA34244 | 24919       | \$23,212 | 648100     | \$319                        |                      |       |     |       | \$319              |
| 194                             | 2006 | CHEVROLET | SILVERADO               | 1GCEC19V96Z222252 | 23663       | \$15,800 | 014990     | \$213                        |                      |       |     |       | \$213              |

| ID #                    | Year | Make         | Model                       | VIN #             | Inventory # | Cost New  | Class Code | Auto Liability | Auto Physical Damage |       | POV                          | EQUIP | Total Contribution |
|-------------------------|------|--------------|-----------------------------|-------------------|-------------|-----------|------------|----------------|----------------------|-------|------------------------------|-------|--------------------|
|                         |      |              |                             |                   |             |           |            |                | Coll                 | Comp  |                              |       |                    |
| 198                     | 2008 | CHEVROLET    | SILVERADO                   | 1GCHK29628E122227 | 23844       | \$31,932  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 333                     | 2007 | CHEVROLET    | SILVERADO                   | 2GCEC130771692352 | 23255       | \$23,456  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 335                     | 2001 | DODGE        | PICKUP                      | 3B7HC13ZX1G805429 | 21044       | \$14,800  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 410                     | 2017 | RAM          | PICKUP                      | 3C6TR5CT0HG538718 | 29260       | \$29,724  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 416                     | 2017 | FORD         | VAN                         | 1FTYE1ZG7HKA62361 | 29409       | \$24,730  | 648100     | \$319          |                      |       |                              |       | \$319              |
| 484                     | 2018 | FORD         | F150                        | 1FTEX1CB7JFA79377 | 30454       | \$22,897  | 014990     | \$213          | \$73                 | \$42  |                              |       | \$328              |
| 500                     | 2015 | RAM          | PICKUP                      | 1C6RR6GT5FS577465 | 30949       | \$20,000  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 543                     | 2020 | CHEVROLET    | SILVERADO 1500              | 1GCUYDED3LZ172567 | 31981       | \$35,950  | 014990     | \$213          | \$122                | \$70  |                              |       | \$405              |
| 562                     | 1990 | OTHER        | SHOP UTILITY TRAILER        | 000000000TR226105 | 32109       |           | 684990     | \$106          |                      |       |                              |       | \$106              |
| 636                     | 2022 | FORD         | F250 SUPER DUTY 4X4         | 1FT7W2B6XNEF86257 | 34068       | \$43,022  | 014990     | \$213          | \$122                | \$70  |                              | X     | \$405              |
| 664                     | 2024 | CHEVROLET    | SILVERADO                   | 1GC4YLE70RF245084 | 35573       | \$52,545  | 014990     | \$213          | \$212                | \$157 |                              |       | \$582              |
| Department: Maintenance |      |              |                             |                   |             |           |            |                |                      |       | Total Number of Vehicles: 21 |       | \$5,286            |
| 1                       | 1986 | MACK         | TRUCK/TRACTOR               | 1M2N166X7GA090077 | 31321       | \$40,710  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 2                       | 1986 | MACK         | TRUCK/TRACTOR               | 1M2N166X9GA090078 | 10619       | \$40,710  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 13                      | 1988 | OTHER        | FALCON UTILITY TRAILER      | 880527            | 12102       |           | 684990     | \$106          |                      |       |                              |       | \$106              |
| 29                      | 1984 | OTHER        | TRAILMOBILE FLATBED TRAILER | TR180851          | 17234       |           | 684990     | \$106          |                      |       |                              |       | \$106              |
| 43                      | 2002 | FORD         | F250 PICKUP                 | 1FTNX20F92EB92056 | 20462       | \$25,654  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 50                      | 1997 | MACK         | TRUCK                       | 1M2P264C6VM022340 | 16947       | \$69,474  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 64                      | 1996 | KENWORTH     | DL69 TRUCK/TRACTOR          | 1NKDL69X9TJ684040 | 20400       | \$24,950  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 68                      | 1991 | LUFKIN       | DUMP TRAILER                | 1L01C2529M1094236 | 13724       | \$14,901  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 111                     | 1960 | OTHER        | FRUEHAUF TANKER TRAILER     | 0M18321           | 19652       | \$1,000   | 214990     | \$266          |                      |       |                              |       | \$266              |
| 126                     | 1995 | CPS          | TRUCK TRAILER               | 1C9111625SP389464 | 20334       | \$14,800  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 127                     | 2001 | FORD         | F250                        | 1FTNX20F41EB39778 | 20253       | \$25,988  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 128                     | 1991 | MACK         | TRUCK RD6                   | 2M2P263Y6MC009826 | 13698       | \$45,574  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 131                     | 1996 | CPS          | SBD-240 TR                  | 1C9111624TP389862 | 20394       | \$15,000  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 190                     | 2014 | FREIGHTLINER | 108SD                       | 1FVAG0DT6EHFM3034 | 27101       | \$173,614 | 214990     | \$266          | \$385                | \$245 |                              |       | \$896              |
| 197                     | 2006 | CHEVROLET    | C2500 PICKUP                | 1GCHC29D36E228713 | 22731       | \$24,000  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 248                     | 2003 | OTHER        | WITZCO SEMI TRAILER         | 1W8A11E313S000356 | 20855       | \$21,650  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 322                     | 2007 | STERLING     | TRUCK                       | 2FWJA3DE37AY12285 | 27996       | \$49,145  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 350                     | 2005 | VOLVO        | TRUCK                       | 4V4NC9TG15N382676 | 28198       | \$47,707  | 214990     | \$266          |                      |       |                              |       | \$266              |
| 359                     | 2015 | CHEVROLET    | SILVERADO PICKUP            | 1GC1KUEG4FF628161 | 28364       | \$31,045  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 360                     | 1961 | OTHER        | TWIN COACH CARGO TRAILER    | 00000000000004072 | 7453        |           | 684990     | \$106          |                      |       |                              |       | \$106              |
| 363                     | 2015 | FORD         | F150 CREW CAB               | 1FTEW1CF8FFA42013 | 28372       | \$25,605  | 014990     | \$213          |                      |       |                              |       | \$213              |
| 367                     | 2014 | DURA PATCHER | TANDEM AXLE TRAILER         | 1D9BB1725EP441716 | 27628       | \$60,500  | 684990     | \$106          |                      |       |                              |       | \$106              |

| ID #                                 | Year | Make                | Model                           | VIN #             | Inventory # | Cost New  | Class Code | Auto Liability | Auto Physical Damage |       | POV | EQUIP    | Total Contribution |
|--------------------------------------|------|---------------------|---------------------------------|-------------------|-------------|-----------|------------|----------------|----------------------|-------|-----|----------|--------------------|
|                                      |      |                     |                                 |                   |             |           |            |                | Coll                 | Comp  |     |          |                    |
| 371                                  | 2013 | OTHER               | BLACK FB TRAILER                | 5VNBU1829DT106664 | 27634       |           | 684990     | \$106          |                      |       |     |          | \$106              |
| 373                                  | 2015 | OTHER               | LOAD TRAIL 24" TRAILER          | 4ZECH2433F1068619 | 27997       | \$4,998   | 684990     | \$106          |                      |       |     |          | \$106              |
| 375                                  | 1988 | OTHER               | EMULSION TANKER STORAGE TRAILER | 1E9T42201JE007117 | 27627       | \$25,900  | 214990     | \$266          |                      |       |     |          | \$266              |
| 376                                  | 2009 | MACK                | TRUCK                           | 1M2AX04Y19M005869 | 28365       | \$49,999  | 014990     | \$213          |                      |       |     |          | \$213              |
| 380                                  | 2016 | FORD                | EXPLORER                        | 1FM5K8AR4GGA19353 | 28666       | \$35,770  | 014990     | \$213          |                      |       |     |          | \$213              |
| 382                                  | 2016 | FREIGHTLINER        | 122SD                           | 3AKJGND62GDHU3493 | 28715       | \$107,877 | 214990     | \$266          | \$305                | \$210 |     |          | \$781              |
| 384                                  | 2016 | OTHER               | PJ BLACK UTILITY TRAILER        | 4P5P82028G1245224 | 28805       | \$3,895   | 684990     | \$106          |                      |       |     |          | \$106              |
| 385                                  | 2016 | OTHER               | PJ BLACK UTILITY TRAILER        | 4P5P8202XG1245225 | 28806       | \$3,895   | 684990     | \$106          |                      |       |     |          | \$106              |
| 401                                  | 2016 | FORD                | PICKUP TRUCK                    | 1FT7W2BTXGEA52698 | 28589       | \$32,484  | 014990     | \$213          |                      |       |     |          | \$213              |
| 403                                  | 2013 | FORD                | F450 PICKUP TRUCK W/CRANE       | 1FDTF4HY7DEA57555 | 28412       | \$48,500  | 214990     | \$266          |                      |       |     |          | \$266              |
| 442                                  | 2018 | WESTERN STAR TRUCKS | GLIDER 4900                     | 5KKKAFCG1JPJ6189  | 29481       | \$133,992 | 214990     | \$266          | \$305                | \$210 |     |          | \$781              |
| 451                                  | 2018 | FREIGHTLINER        | TRUCK                           | 1FVACXFC7JHJU5579 | 29683       | \$62,700  | 214990     | \$266          | \$165                | \$105 |     |          | \$536              |
| 453                                  | 2018 | CTSI                | TRAILER BDT40                   | 5TU114026JS000125 | 29861       | \$38,050  | 214990     | \$266          | \$122                | \$70  |     |          | \$458              |
| 489                                  | 2019 | FREIGHTLINER        | TRUCK                           | 1FVHCYD26KHKD0506 | 30539       | \$102,000 | 214990     | \$266          | \$305                | \$210 |     |          | \$781              |
| 502                                  | 2019 | DODGE               | CHARGER                         | 2C3CDXAT7KH568185 | 31195       | \$28,301  | 001303     | \$213          | \$122                | \$70  |     | X        | \$405              |
| 529                                  | 2019 | RAM                 | 1500                            | 1C6RR7KT3KS668743 | 31723       | \$35,454  | 014990     | \$213          | \$122                | \$70  |     | X        | \$405              |
| 544                                  | 2020 | TOYOTA              | TUNDRA                          | 5TFUY5F13LX895437 | 32002       | \$37,463  | 014990     | \$213          | \$122                | \$70  |     |          | \$405              |
| 584                                  | 2021 | FREIGHTLINER        | WATER TRUCK                     | 1FVACXFC6MHMH0353 | 32802       | \$87,700  | 214990     | \$266          | \$226                | \$157 |     |          | \$649              |
| 610                                  | 2022 | FORD                | F250 4X4 CREW CAB               | 1FT7W2B68NEC92985 | 33227       | \$35,169  | 014990     | \$213          | \$122                | \$70  |     | X        | \$405              |
| 619                                  | 2020 | WESTERN STAR TRUCKS | 4900SF                          | 5KKXAF001LPLR2267 | 32077       | \$147,564 | 214990     | \$266          | \$305                | \$210 |     |          | \$781              |
| 639                                  | 2022 | FORD                | F350                            | 1FDRF3G66NEG14400 | 34216       | \$40,835  | 214990     | \$266          | \$122                | \$70  |     |          | \$458              |
| 655                                  | 2012 | INTERNATIONAL       | 8600                            | 1HSHWSJN0CJ609537 | 35478       | \$16,495  | 214990     | \$266          |                      |       |     |          | \$266              |
| 717                                  | 2024 | OTHER               | CIMLINE CRACKERSEALER           | 1G92M1528RM119102 | 36609       | \$71,000  | 684990     | \$106          | \$212                | \$157 |     |          | \$476              |
| 746                                  | 2026 | WESTERN STAR TRUCKS | 47X                             | 5KKHBPDV4TLWK1531 | 37104       | \$164,927 | 214990     | \$266          | \$550                | \$489 |     |          | \$1,305            |
| 747                                  | 2026 | WESTERN STAR TRUCKS | 47X                             | 5KKHBPDV6TLWK1532 | 37103       | \$164,927 | 214990     | \$266          | \$550                | \$489 |     |          | \$1,305            |
| Department: Precinct 1, Commissioner |      |                     |                                 |                   |             |           |            |                |                      |       |     |          |                    |
| Total Number of Vehicles: 47         |      |                     |                                 |                   |             |           |            |                |                      |       |     | \$17,372 |                    |
| 452                                  | 2017 | RAM                 | CREW CAB                        | 1C6RR7XT1HS705354 | 29849       | \$29,786  | 007912     | \$319          |                      |       |     |          | \$319              |
| 574                                  | 2020 | RAM                 | 1500 SSV                        | 1C6RR7XT5LS148716 | 32426       | \$30,200  | 007912     | \$319          | \$244                | \$105 |     |          | \$668              |
| 638                                  | 2022 | DODGE               | DURANGO                         | 1C4SDJFT0NC192353 | 34076       | \$56,000  | 007912     | \$319          | \$330                | \$157 |     | X        | \$806              |
| 663                                  | 2023 | DODGE               | DURANGO                         | 1C4SDJFT5PC604057 | 35571       | \$48,640  | 007912     | \$319          | \$279                | \$115 |     |          | \$714              |

| ID #                              | Year | Make         | Model                               | VIN #             | Inventory # | Cost New  | Class Code | Auto Liability | Auto Physical Damage |       | POV                         | EQUIP | Total Contribution |
|-----------------------------------|------|--------------|-------------------------------------|-------------------|-------------|-----------|------------|----------------|----------------------|-------|-----------------------------|-------|--------------------|
|                                   |      |              |                                     |                   |             |           |            |                | Coll                 | Comp  |                             |       |                    |
| 665                               | 2023 | DODGE        | DURANGO PURSUIT                     | 1C4SDJFTXPC604054 | 35583       | \$48,640  | 007912     | \$319          | \$279                | \$115 |                             |       | \$714              |
| 716                               | 2024 | FORD         | F150 RESPONDER                      | 1FTFW1P8XRKE98820 | 36607       | \$54,923  | 007912     | \$319          | \$424                | \$236 |                             |       | \$979              |
| Department: Precinct 1, Constable |      |              |                                     |                   |             |           |            |                |                      |       | Total Number of Vehicles: 6 |       | \$4,201            |
| 60                                | 1990 | OTHER        | SHOPMADE UTILITY TRAILER            | TR173554          | 13930       |           | 684990     | \$106          |                      |       |                             |       | \$106              |
| 337                               | 2014 | RAM          | 2500 TRUCK                          | 3C6UR5CL5EG244652 | 27995       | \$40,362  | 014990     | \$213          |                      |       |                             |       | \$213              |
| 352                               | 2014 | OTHER        | UT8316 TRAILER                      | 4ZEUT1627E1052438 | 27362       | \$2,254   | 684990     | \$106          |                      |       |                             |       | \$106              |
| 354                               | 2003 | CLEMENT      | END DUMP TRAILER                    | 5C2BB32BX3M004008 | 20762       | \$24,995  | 214990     | \$266          |                      |       |                             |       | \$266              |
| 364                               | 2015 | RAM          | 2500 TRUCK                          | 3C6UR5CL9FG611473 | 28371       | \$42,081  | 014990     | \$213          |                      |       |                             |       | \$213              |
| 413                               | 2017 | FORD         | PICKUP                              | 1FT7W2BT1HEC10864 | 29365       | \$39,350  | 014990     | \$213          |                      |       |                             |       | \$213              |
| 435                               | 2017 | RAM          | 2500 CREW CAB TRUCK                 | 3C6UR5CL8HG518771 | 29126       | \$44,249  | 014990     | \$213          |                      |       |                             |       | \$213              |
| 436                               | 2017 | FREIGHTLINER | DUMP TRUCK                          | 1FVHCYCY2HHJD1423 | 29237       | \$93,200  | 214990     | \$266          | \$226                | \$157 |                             |       | \$649              |
| 446                               | 2017 | RAM          | 2500                                | 3C6UR5CL4HG695382 | 29548       | \$39,036  | 014990     | \$213          |                      |       |                             |       | \$213              |
| 447                               | 2017 | OTHER        | BIG TEX DUMP TRAILER                | 16VDX1425H5052306 | 29557       | \$6,499   | 684990     | \$106          |                      |       |                             |       | \$106              |
| 509                               | 2019 | FREIGHTLINER | M2 106                              | 1FVACXFC7KHKE5601 | 31300       | \$83,537  | 214990     | \$266          | \$226                | \$157 |                             |       | \$649              |
| 513                               | 2019 | FREIGHTLINER | TRACTOR TRAILER                     | 3ALXFB000KDKK3081 | 31438       | \$123,550 | 214990     | \$266          | \$305                | \$210 |                             |       | \$781              |
| 526                               | 2009 | FORD         | CR                                  | 3FRNF65B29V121301 | 31611       | \$39,500  | 214990     | \$266          |                      |       |                             |       | \$266              |
| 536                               | 1984 | GMC          | TRUCK                               | 1GDM7D1Y0EV521458 | 09530       | \$26,053  | 014990     | \$213          |                      |       |                             |       | \$213              |
| 537                               | 2004 | KENWORTH     | TANDEM TRACTOR                      | 1XKDDB9X54J066226 | 21059       | \$74,900  | 214990     | \$266          |                      |       |                             |       | \$266              |
| 540                               | 2017 | FORD         | F350                                | 1FT8W3BT2HEF18183 | 31903       | \$38,600  | 214990     | \$266          |                      |       |                             |       | \$266              |
| 559                               | 2020 | FREIGHTLINER | M2106                               | 3ALACXFC7LDMH1077 | 32136       | \$211,588 | 214990     | \$266          | \$385                | \$245 |                             |       | \$896              |
| 565                               | 2020 | RAM          | 5500                                | 3C7WRMFL8LG151860 | 32260       | \$44,793  | 214990     | \$266          | \$122                | \$70  |                             |       | \$458              |
| 573                               | 2020 | RAM          | CREW CAB CHASSIS                    | 3C7WRSC8LG191154  | 32408       | \$49,584  | 014990     | \$213          | \$122                | \$70  |                             |       | \$405              |
| 579                               | 2020 | FREIGHTLINER | GLIDER                              | 3ALXFB002LDME8731 | 32676       | \$125,600 | 214990     | \$266          | \$305                | \$210 |                             |       | \$781              |
| 581                               | 2020 | OTHER        | CRAFCO SUPERSHOT COMPRESSOR TRAILER | 1C9SV122XL1418418 | 32801       | \$75,581  | 684990     | \$106          | \$226                | \$157 |                             | X     | \$490              |
| 590                               | 2022 | OTHER        | MANAC LIGHTWEIGHT BOTTOM DUMP       | 5MC42401XN3207786 | 32948       | \$48,573  | 214990     | \$266          | \$122                | \$70  |                             | X     | \$458              |
| 634                               | 2023 | OTHER        | BLACKHAWK TRAILER                   | 1E9333909PE111166 | 33948       | \$119,835 | 214990     | \$266          | \$349                | \$231 |                             |       | \$846              |
| 649                               | 1901 | ETNYRE       | OIL DISTRIBUTOR TANKER              | 000000000000S3486 | 20802       | \$68,986  | 214990     | \$266          |                      |       |                             |       | \$266              |
| 650                               | 2019 | OTHER        | 14' DUMP TRAILER                    | 16VDX1420K5001013 | 31318A      | \$7,899   | 214990     | \$266          | \$73                 | \$42  |                             |       | \$381              |
| 651                               | 2020 | OTHER        | DIAMOND 28 FT TRAILER               | 46UFU2828L1224333 | 32363       | \$12,022  | 684990     | \$106          | \$73                 | \$42  |                             |       | \$222              |
| 678                               | 2012 | HINO         | 2000 GALLON WATER TRUCK             | 5PVNV8JM9C4S50356 | 35855       | \$49,900  | 214990     | \$266          |                      |       |                             |       | \$266              |
| 679                               | 2024 | FREIGHTLINER | M2                                  | 3ALHCYD26RDVG6835 | 35584       | \$123,793 | 214990     | \$266          | \$393                | \$314 |                             |       | \$973              |
| 687                               | 1973 | OTHER        | FRUEHAUF ASPHALT TRAILER            | OMR649603         | 35861       | \$7,500   | 214990     | \$266          |                      |       |                             |       | \$266              |

| ID #                                 | Year | Make                | Model                            | VIN #              | Inventory # | Cost New  | Class Code | Auto Liability | Auto Physical Damage |                              | POV | EQUIP | Total Contribution |
|--------------------------------------|------|---------------------|----------------------------------|--------------------|-------------|-----------|------------|----------------|----------------------|------------------------------|-----|-------|--------------------|
|                                      |      |                     |                                  |                    |             |           |            |                | Coll                 | Comp                         |     |       |                    |
| 694                                  | 2024 | WESTERN STAR TRUCKS | 49X CHASSIS                      | 5KJJBWFG2SPVW5627  | 36260       | \$159,479 | 214990     | \$266          | \$495                | \$367                        |     |       | \$1,128            |
| 718                                  | 2025 | OTHER               | DURA HAUL XLS BELLY DUMP TRAILER | 3F8KT4027S1009893  | 36773       | \$46,000  | 214990     | \$266          | \$175                | \$140                        |     |       | \$580              |
| 730                                  | 2026 | FREIGHTLINER        | M2106                            | 3ALACYFC1TDWJ2672  | 36925       | \$123,620 | 214990     | \$266          | \$436                | \$419                        |     |       | \$1,122            |
| 731                                  | 2025 | RAM                 | 2500 CREW CAB                    | 3C6UR5CJ3SG527867  | 36924       | \$57,466  | 014990     | \$213          | \$236                | \$210                        |     |       | \$658              |
| 732                                  | 2025 | RAM                 | 2500 CREW CAB                    | 3C6UR5CJ5SG527868  | 36923       | \$57,466  | 014990     | \$213          | \$236                | \$210                        |     |       | \$658              |
| 733                                  | 2026 | FREIGHTLINER        | M2106                            | 3ALHCYD29TDWJ2671  | 36772       | \$138,507 | 214990     | \$266          | \$436                | \$419                        |     |       | \$1,122            |
| Department: Precinct 2, Commissioner |      |                     |                                  |                    |             |           |            |                |                      | Total Number of Vehicles: 35 |     |       | \$16,716           |
| 57                                   | 2001 | CLEMENT             | DUMP TRAILER                     | 5C2BB32B71M003220  | 20336       | \$24,225  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 62                                   | 2003 | KENWORTH            | T800B TRUCK                      | 1NKDLU9X63J703700  | 20496       | \$65,719  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 80                                   | 1999 | KENWORTH            | TRUCK T800                       | 1XKDD69X0XR815012  | 20318       | \$54,781  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 140                                  | 1972 | OTHER               | FRUE TANK TRAILER                | 00000000OMN560512  | 20801       | \$3,000   | 214990     | \$266          |                      |                              |     |       | \$266              |
| 152                                  | 2004 | OTHER               | BIG TEX UTILITY TRAILER          | 16VDX102141E10544  | 20973       | \$3,450   | 684990     | \$106          |                      |                              |     |       | \$106              |
| 199                                  | 2006 | GMC                 | TRUCK                            | 1GDM8C1306F414045  | 22833       | \$52,489  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 353                                  | 2006 | CLEMENT             | END DUMP TRAILER                 | 5C2BB32B36M005084  | 21466       | \$30,350  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 377                                  | 2014 | OTHER               | 77X10 UTILITY TRAILER            | 1R9BU1011EM477396  | 27723       | \$1,190   | 684990     | \$106          |                      |                              |     |       | \$106              |
| 381                                  | 2007 | FREIGHTLINER        | TRACTOR TRUCK                    | 1FUJA6AV27LY71885  | 28653       | \$45,872  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 397                                  | 2015 | GMC                 | PICKUP RUCK                      | 1GTN1TEC5FZ904213  | 28900       | \$22,157  | 014990     | \$213          |                      |                              |     |       | \$213              |
| 398                                  | 2016 | FORD                | F250                             | 1FT7X2BT9GED14837  | 28901       | \$35,545  | 014990     | \$213          |                      |                              |     |       | \$213              |
| 400                                  | 2015 | CHEVROLET           | 2500 PICKUP TRUCK                | 1GC1KUE88FF589633  | 28400       | \$39,916  | 014990     | \$213          |                      |                              |     |       | \$213              |
| 412                                  | 2017 | FREIGHTLINER        | TRUCK                            | 3ALXFBFG8HDB4185   | 29321       | \$109,705 | 214990     | \$266          | \$305                | \$210                        |     |       | \$781              |
| 414                                  | 2017 | OTHER               | MANAC TRAILER                    | 5MC423214H3169757  | 29379       | \$33,540  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 422                                  | 2002 | OTHER               | CARRY-ON UTILITY TRAILER         | 4YMUK081X2L076686  | 20498       |           | 684990     | \$106          |                      |                              |     |       | \$106              |
| 424                                  | 2005 | KENWORTH            | TRUCK/TRACTOR T-800B             | 1XKDDU9X55R112698  | 21433       | \$78,450  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 431                                  | 2016 | FORD                | TRUCK                            | 1FVACXDT8GHHHC8267 | 28598       | \$174,970 | 214990     | \$266          | \$385                | \$245                        |     |       | \$896              |
| 441                                  | 2018 | WESTERN STAR TRUCKS | 4900                             | 5KKXAFCGXJPJJ6191  | 29478       | \$135,734 | 214990     | \$266          | \$305                | \$210                        |     |       | \$781              |
| 466                                  | 2017 | NISSAN              | C&M UTILITY TRAILER              | 5VNBU1627HT185051  | 29846       | \$2,899   | 684990     | \$106          |                      |                              |     |       | \$106              |
| 468                                  | 2018 | CTS                 | HRD 32LW                         | 5TU343226JS000472  | 29185       | \$36,950  | 214990     | \$266          | \$122                | \$70                         |     |       | \$458              |
| 470                                  | 2018 | FREIGHTLINER        | M2106                            | 1FVACXFC8JHJK0691  | 29187       | \$86,500  | 214990     | \$266          | \$226                | \$157                        |     |       | \$649              |
| 471                                  | 2016 | FORD                | F250                             | 1FT7X2A65GEC11250  | 29630       | \$39,684  | 014990     | \$213          |                      |                              |     |       | \$213              |
| 474                                  | 1985 | OTHER               | HUSK POLE TRAILER                | TR194508           | 28838       | \$2,500   | 684990     | \$106          |                      |                              |     |       | \$106              |
| 476                                  | 1990 | OTHER               | ARCO ASPHALT TANKER TRAILER      | 1A9114225L1005057  | 28429       | \$15,000  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 477                                  | 2017 | OTHER               | EAGER BEAVER LOWBOY TRAILER      | 112SD2500HL081225  | 29065       | \$59,760  | 214990     | \$266          |                      |                              |     |       | \$266              |

| ID #                                 | Year | Make                | Model                                                   | VIN #             | Inventory #   | Cost New  | Class Code | Auto Liability | Auto Physical Damage |                              | POV | EQUIP | Total Contribution |
|--------------------------------------|------|---------------------|---------------------------------------------------------|-------------------|---------------|-----------|------------|----------------|----------------------|------------------------------|-----|-------|--------------------|
|                                      |      |                     |                                                         |                   |               |           |            |                | Coll                 | Comp                         |     |       |                    |
| 485                                  | 2018 | FREIGHTLINER        | TRUCK                                                   | 3ALXFBC8JDJU5849  | 29186         | \$116,700 | 214990     | \$266          | \$305                | \$210                        |     |       | \$781              |
| 503                                  | 2019 | FREIGHTLINER        | GLIDER                                                  | 3ALXFB006KDKK2839 | 31196         | \$123,550 | 214990     | \$266          | \$305                | \$210                        |     |       | \$781              |
| 504                                  | 2018 | CPS                 | END DUMP                                                | 5MC423219J3172689 | 31197         | \$36,116  | 214990     | \$266          | \$122                | \$70                         |     |       | \$458              |
| 507                                  | 2019 | PETERBILT           | TRACTOR TRUCK                                           | 1XPBD49X6KD614484 | 31298         | \$112,232 | 214990     | \$266          | \$305                | \$210                        |     |       | \$781              |
| 508                                  | 2019 | PETERBILT           | TRACTOR TRUCK                                           | 1XPBD49X4KD614483 | 31299         | \$112,232 | 214990     | \$266          | \$305                | \$210                        |     |       | \$781              |
| 523                                  | 1999 | OTHER               | DORSEY SEMI-TRAILER                                     | 552233            | 31506         | \$7,000   | 214990     | \$266          |                      |                              |     |       | \$266              |
| 524                                  | 2019 | OTHER               | MAXEY TRAILER                                           | 5R8BD1424KM063590 | 31524         | \$8,100   | 684990     | \$106          | \$73                 | \$42                         |     |       | \$222              |
| 539                                  | 2020 | FREIGHTLINER        | TRUCK                                                   | 1FVHCYD29LHLZ0028 | 31882         | \$103,445 | 214990     | \$266          | \$305                | \$210                        |     |       | \$781              |
| 560                                  | 2019 | OTHER               | MAXEY UTILITY TRAILER                                   | 5R8BU0810KM063792 | 32143         | \$2,024   | 684990     | \$106          | \$24                 | \$14                         |     |       | \$145              |
| 561                                  | 2019 | OTHER               | INTERSTATE TRAILER                                      | 1JKDLA440LM017778 | 32144         | \$35,643  | 214990     | \$266          | \$122                | \$70                         |     |       | \$458              |
| 564                                  | 2019 | CHEVROLET           | EXPRESS PASSENGER VAN                                   | 1GAZGPF8K1281048  | 32257         | \$25,795  | 648100     | \$319          | \$122                | \$70                         |     | X     | \$511              |
| 586                                  | 2021 | FORD                | F350                                                    | 1FD8W3HTXMEC88714 | 32921         | \$49,354  | 214990     | \$266          | \$122                | \$70                         |     |       | \$458              |
| 615                                  | 2022 | FREIGHTLINER        | TRUCK                                                   | 1FVHCYFE7NHNT4895 | 33524         | \$118,000 | 214990     | \$266          | \$305                | \$210                        |     | X     | \$781              |
| 637                                  | 2003 | OTHER               | HAIL WATER TANKER                                       | 190DL452633G14599 | 34070         | \$25,330  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 647                                  | 2022 | DODGE               | TWO TON TRUCK                                           | 3C7WRNBLONG255242 | 35035         | \$190,000 | 214990     | \$266          | \$385                | \$245                        |     |       | \$896              |
| 674                                  | 2024 | FREIGHTLINER        | M2106                                                   | 3ALHCYD28RDG6836  | 35693         | \$123,793 | 214990     | \$266          | \$393                | \$314                        |     |       | \$973              |
| 680                                  | 2024 | FORD                | F250                                                    | 1FT7W2BT9REC51583 | 35862         | \$68,122  | 014990     | \$213          | \$212                | \$157                        |     |       | \$582              |
| 681                                  | 2017 | FORD                | F550 VERSA                                              | 1FDUF5HT4HED94723 | 35863         | \$91,170  | 214990     | \$266          | \$226                | \$157                        |     |       | \$649              |
| 688                                  | 2024 | OTHER               | DIAMOND C 6000 LB AXLE DUMP TRAILER                     | 46UFU1029R1286581 | 36011         | \$8,998   | 684990     | \$106          | \$94                 | \$63                         |     |       | \$264              |
| 750                                  | 2025 | OTHER               | DURA HAUL HALF END DUMP TRAILER                         | 3F8KT3425T1011342 | 37431         | \$55,000  | 214990     | \$266          | \$236                | \$210                        |     |       | \$711              |
| 753                                  | 2026 | FORD                | SUPER DUTY F550 W/BRADFORD BUILT BED                    | 1FD0W5HT7TEC89083 | 37539 / 37560 | \$78,294  | 214990     | \$266          | \$323                | \$314                        |     | X     | \$903              |
| 762                                  | 2026 | WESTERN STAR TRUCKS | DUMP TRUCK                                              | 3BHJBWDR5TDWV6153 | 37559         | \$167,720 | 214990     | \$266          | \$550                | \$489                        |     |       | \$1,305            |
| 763                                  | 2026 | OTHER               | PACESETTER GOOSENECK TRAILER (ATTACHED TO ASSET #37539) | 46UFU3227T1303927 | 37544         | \$44,826  | 214990     | \$266          | \$175                | \$140                        |     |       | \$580              |
| 769                                  | 2026 | OTHER               | DIAMOND MEDIUM DUMP TRAILER                             | 46UDD1024T1310414 | 37689         | \$9,273   | 684990     | \$106          | \$105                | \$84                         |     |       | \$295              |
| Department: Precinct 3, Commissioner |      |                     |                                                         |                   |               |           |            |                |                      | Total Number of Vehicles: 49 |     |       | \$22,506           |
| 5                                    | 1983 | LUFKIN              | TRAILER TD-2522-19                                      | 1L01C2523D1060776 | 9299          | \$11,603  | 684990     | \$106          |                      |                              |     |       | \$106              |
| 25                                   | 1999 | CHEVROLET           | 6 TON TRUCK                                             | 1GBM7H1C2XJ100808 | 18994         | \$37,722  | 214990     | \$266          |                      |                              |     |       | \$266              |
| 53                                   | 1976 | OTHER               | TRAILMOBILE TANKER TRAILER                              | TR182525          | 17856         |           | 214990     | \$266          |                      |                              |     |       | \$266              |
| 74                                   | 2002 | OTHER               | BIG TEX UTILITY TRAILER                                 | 4KBPX162921E94524 | 20501         | \$1,650   | 684990     | \$106          |                      |                              |     |       | \$106              |
| 117                                  | 1987 | CHEVROLET           | UTILITY TRUCK 1T                                        | 1GBHR34J6HJ168605 | 14065         | \$3,100   | 214990     | \$266          |                      |                              |     |       | \$266              |



| ID # | Year | Make         | Model                         | VIN #             | Inventory # | Cost New  | Class Code | Auto Liability | Auto Physical Damage |       | POV | EQUIP | Total Contribution |
|------|------|--------------|-------------------------------|-------------------|-------------|-----------|------------|----------------|----------------------|-------|-----|-------|--------------------|
|      |      |              |                               |                   |             |           |            |                | Coll                 | Comp  |     |       |                    |
| 138  | 2002 | OTHER        | BRAG UTILTIY TRAILER          | 000000000TR200421 | 24227       | \$1,200   | 684990     | \$106          |                      |       |     |       | \$106              |
| 139  | 2003 | OTHER        | HOMEMADE FLATBED TRAILER      | 00000000304676657 | 20976       |           | 684990     | \$106          |                      |       |     |       | \$106              |
| 143  | 2014 | FORD         | F350 PICKUP                   | 1FD8W3BT3EEB88223 | 27924       | \$35,710  | 214990     | \$266          |                      |       |     |       | \$266              |
| 148  | 2014 | OTHER        | ASPHALT UT TRAILER            | 109FS1822EU021403 | 28034       |           | 684990     | \$106          |                      |       |     |       | \$106              |
| 164  | 2006 | FORD         | F550 PICKUP TRUCK             | 1FDAF56P96ED07274 | 27469       | \$14,995  | 214990     | \$266          |                      |       |     |       | \$266              |
| 166  | 2013 | FORD         | F250 W/CRANE                  | 1FDBF2AT5DEA57052 | 26557       | \$37,168  | 014990     | \$213          |                      |       |     |       | \$213              |
| 167  | 2008 | FORD         | F350                          | 1FDWX34528EC99269 | 27363       | \$10,120  | 214990     | \$266          |                      |       |     |       | \$266              |
| 168  | 2008 | FORD         | F450                          | 1FDXW46R48EB86808 | 25722       | \$26,511  | 214990     | \$266          |                      |       |     |       | \$266              |
| 200  | 2006 | GMC          | TC8C042                       | 1GDM8C1C36F414895 | 23256       | \$52,428  | 214990     | \$266          |                      |       |     |       | \$266              |
| 249  | 2006 | OTHER        | WITZCO LOW BOY SEMI-TRAILER   | 1W8A11F356S000329 | 22760       | \$24,950  | 214990     | \$266          |                      |       |     |       | \$266              |
| 341  | 2011 | FORD         | F750                          | 3FRXF7FA7BV124365 | 26199       | \$60,786  | 214990     | \$266          |                      |       |     |       | \$266              |
| 342  | 2013 | FORD         | F750 PICKUP                   | 3FRXF7FJ6DV763162 | 27321       | \$75,551  | 214990     | \$266          |                      |       |     |       | \$266              |
| 343  | 2015 | FORD         | F750 TRUCK                    | 3FRXF7FL1FV692778 | 28164       | \$78,552  | 214990     | \$266          |                      |       |     |       | \$266              |
| 362  | 1901 | OTHER        | 12' MILITARY TRAILER          | 0002NO SERIAL NUM | 25587       |           | 684990     | \$106          |                      |       |     |       | \$106              |
| 365  | 1901 | OTHER        | 12' MILITARY TRAILER          | 0001NO SERIAL NUM | 25586       |           | 684990     | \$106          |                      |       |     |       | \$106              |
| 372  | 2014 | FORD         | F250 TRUCK                    | 1FTD7W2AT9EB27501 | 27384       | \$32,340  | 014990     | \$213          |                      |       |     |       | \$213              |
| 399  | 2016 | FORD         | F750 PICKUP TRUCK             | 1FDWF7DE8GDA03606 | 28832       | \$75,679  | 214990     | \$266          |                      |       |     |       | \$266              |
| 415  | 2017 | OTHER        | BUCK DANDY TRAILER            | 4DHCS2223HS042566 | 29390       | \$5,073   | 684990     | \$106          |                      |       |     |       | \$106              |
| 419  | 2017 | FORD         | F350                          | 1FD8W3GT1HEC68553 | 29450       | \$45,152  | 214990     | \$266          |                      |       |     |       | \$266              |
| 440  | 2017 | FREIGHTLINER | ETNYRE CEN                    | 3ALACXDT1HDJH0444 | 29472       | \$188,579 | 214990     | \$266          | \$385                | \$245 |     |       | \$896              |
| 472  | 2019 | FREIGHTLINER | TRUCK                         | 1FVACXFC0KHKE5696 | 30244       | \$93,143  | 214990     | \$266          | \$226                | \$157 |     |       | \$649              |
| 478  | 1992 | OTHER        | BRENNER TANKER TRAILER        | 10BFU7214NF0A3187 | 29117       | \$22,103  | 214990     | \$266          |                      |       |     |       | \$266              |
| 486  | 1996 | OTHER        | GRADALL XL4100 EXCAVATOR      | 0414251           | 20877       | \$86,800  | 214990     | \$266          | \$226                | \$157 |     |       | \$649              |
| 491  | 2019 | PETERBILT    | TRACTOR TRUCK                 | 1XPBD49X3KD266921 | 30901       | \$112,432 | 214990     | \$266          | \$305                | \$210 |     |       | \$781              |
| 533  | 2020 | OTHER        | MANAC LIGHTWEIGHT BOTTOM DUMP | 5MC424108L3195344 | 31730       | \$32,609  | 214990     | \$266          | \$122                | \$70  |     |       | \$458              |
| 538  | 2020 | FREIGHTLINER | TRUCK                         | 1FVHCYD2XLHLZ2726 | 31881       | \$103,445 | 214990     | \$266          | \$305                | \$210 |     |       | \$781              |
| 542  | 2020 | CPS          | BOTTOM DUMP                   | 5MC424011L3197467 | 31963       | \$33,894  | 214990     | \$266          | \$122                | \$70  |     |       | \$458              |
| 566  | 2019 | FREIGHTLINER | TRUCK                         | 1FVHCYD22KHKU2351 | 32298       | \$118,000 | 214990     | \$266          | \$305                | \$210 |     | X     | \$781              |
| 572  | 2020 | FREIGHTLINER | TRUCK                         | 1FVHCYFE8LHLJ1536 | 32364       | \$126,000 | 214990     | \$266          | \$305                | \$210 |     |       | \$781              |
| 577  | 2021 | FREIGHTLINER | TRUCK                         | 3ALHCYD25MDMT4209 | 32556       | \$106,350 | 214990     | \$266          | \$305                | \$210 |     |       | \$781              |
| 609  | 2022 | FORD         | F350 SUPERCAB                 | 1FD8W3HT4NEC38182 | 33203       | \$55,612  | 214990     | \$266          | \$165                | \$105 |     | X     | \$536              |
| 613  | 2022 | FREIGHTLINER | TRUCK                         | 1FVHCYD28NHNM8944 | 33360       | \$118,000 | 214990     | \$266          | \$305                | \$210 |     | X     | \$781              |
| 614  | 2020 | CHEVROLET    | SILVERADO 1500                | 1GCRYDED0LZ114129 | 33449       | \$37,230  | 014990     | \$213          | \$122                | \$70  |     | X     | \$405              |

| ID # | Year | Make                | Model                            | VIN #                                | Inventory # | Cost New  | Class Code | Auto Liability               | Auto Physical Damage |       | POV | EQUIP | Total Contribution |          |
|------|------|---------------------|----------------------------------|--------------------------------------|-------------|-----------|------------|------------------------------|----------------------|-------|-----|-------|--------------------|----------|
|      |      |                     |                                  |                                      |             |           |            |                              | Coll                 | Comp  |     |       |                    |          |
| 624  | 2022 | OTHER               | LOAD TRAILER                     | 4ZEGL3027N1274236                    | 33809       | \$23,174  | 684990     | \$106                        | \$73                 | \$42  |     |       | \$222              |          |
| 640  | 2022 | FORD                | F350 DIESEL CREW CAB CHASSIS     | 1FD8W3HT3NEF86264                    | 34495       | \$55,312  | 214990     | \$266                        | \$165                | \$105 |     | X     | \$536              |          |
| 653  | 2024 | OTHER               | BIG TEX DUMP TRAILER             | 16V1D1426R5293594                    | 35469       | \$7,100   | 684990     | \$106                        | \$94                 | \$63  |     |       | \$264              |          |
| 677  | 2024 | FORD                | F350                             | 1FT8W3AA3REC19870                    | 35834       | \$49,900  | 214990     | \$266                        | \$157                | \$105 |     |       | \$528              |          |
| 702  | 2024 | FREIGHTLINER        | M2106                            | 3ALHCYD24SDVP6709                    | 36541       | \$157,836 | 214990     | \$266                        | \$495                | \$367 |     |       | \$1,128            |          |
| 703  | 2025 | OTHER               | DURA HAUL BELLY DUMP             | 3F8KT4027S1009781                    | 36581       | \$46,000  | 214990     | \$266                        | \$175                | \$140 |     |       | \$580              |          |
| 704  | 2024 | OTHER               | XL SPECIALIZED LOWBOY TRAILER    | 4U3A05336SL023524                    | 36582       | \$133,500 | 214990     | \$266                        | \$393                | \$314 |     |       | \$973              |          |
| 736  | 2015 | CTSI                | BOTTOM DUMP CONSTRUCTION TRAILER | 5TU114026FS000584                    | 28023       | \$31,250  | 214990     | \$266                        |                      |       |     |       | \$266              |          |
| 748  | 2005 | OTHER               | ENTYRE ASPHALT TRAILER 7215      | 1E9T526235E007215                    | 37338       | \$28,000  | 684990     | \$106                        |                      |       |     |       | \$106              |          |
| 749  | 2025 | FREIGHTLINER        | M2106 LEDWELL DUMP BODY          | 3ALHCYD21SDWD3640                    | 37337       | \$161,661 | 214990     | \$266                        | \$550                | \$489 |     |       | \$1,305            |          |
| 752  | 2026 | WESTERN STAR TRUCKS | 49X                              | 3BHJBWDR5TDWV9795                    | 37517       | \$162,421 | 214990     | \$266                        | \$550                | \$489 |     |       | \$1,305            |          |
| 765  | 2026 | CHEVROLET           | SILVERADO 3500                   | 1GC4KSEY2TF195686                    | 37569       | \$66,010  | 214990     | \$266                        | \$236                | \$210 |     |       | \$711              |          |
| 775  | 2025 | FREIGHTLINER        | M2106                            | 3ALHCYD21TDWW0276                    | 37797       | \$168,292 | 214990     | \$266                        | \$550                | \$489 |     |       | \$1,305            |          |
|      |      |                     |                                  | Department: Precinct 4, Commissioner |             |           |            | Total Number of Vehicles: 51 |                      |       |     |       |                    | \$23,235 |
| 693  | 2023 | CHEVROLET           | SILVERADO                        | 3GCUDAED8PG208138                    | 36194       | \$68,446  | 007912     | \$319                        | \$377                | \$173 |     | X     | \$869              |          |
|      |      |                     |                                  | Department: Precinct 5, Constable    |             |           |            | Total Number of Vehicles: 1  |                      |       |     |       |                    | \$869    |
| 618  | 2020 | FORD                | TRANSIT VAN                      | NM0LS7E24L1467038                    | 32181       | \$23,848  | 648100     | \$319                        | \$73                 | \$42  |     |       | \$435              |          |
|      |      |                     |                                  | Department: Record Management        |             |           |            | Total Number of Vehicles: 1  |                      |       |     |       |                    | \$435    |
| 207  | 2014 | CHEVROLET           | TAHOE                            | 1GNLC2E00ER188201                    | 27513       | \$36,132  | 014990     | \$213                        | \$122                | \$70  |     | X     | \$405              |          |
| 211  | 2014 | CHEVROLET           | TAHOE                            | 1GNLC2E04ER192607                    | 27512       | \$36,132  | 014990     | \$213                        | \$122                | \$70  |     | X     | \$405              |          |
| 219  | 2014 | CHEVROLET           | TAHOE                            | 1GNLC2E07ER186073                    | 27510       | \$36,132  | 014990     | \$213                        | \$122                | \$70  |     | X     | \$405              |          |
| 234  | 2015 | CHEVROLET           | TAHOE                            | 1GNLC2EC7FR570074                    | 28293       | \$54,811  | 014990     | \$213                        | \$165                | \$105 |     | X     | \$483              |          |
| 238  | 2015 | CHEVROLET           | TAHOE                            | 1GNLC2KC9FR626875                    | 28310       | \$37,917  | 014990     | \$213                        | \$122                | \$70  |     | X     | \$405              |          |
| 247  | 2009 | OTHER               | WELLS CARGO UTILITY TRAILER      | 1W4200G2092064453                    | 23962       | \$8,190   | 684990     | \$106                        |                      |       |     |       | \$106              |          |
| 361  | 2015 | CHEVROLET           | TAHOE                            | 1GNLC2EC4FR575510                    | 28302       | \$48,966  | 014990     | \$213                        | \$122                | \$70  |     | X     | \$405              |          |
| 383  | 2016 | DODGE               | CARAVAN                          | 2C4RDGCG6GR227951                    | 28716       | \$26,677  | 648100     | \$319                        |                      |       |     |       | \$319              |          |
| 456  | 2018 | RAM                 | 1500 CREW CAB                    | 1C6RR7XT4HS595948                    | 29853       | \$36,253  | 014990     | \$213                        | \$122                | \$70  |     | X     | \$405              |          |
| 480  | 2018 | CHEVROLET           | TAHOE                            | 1GNLCDEC1JR161878                    | 30255       | \$56,695  | 014990     | \$213                        | \$165                | \$105 |     | X     | \$483              |          |
| 481  | 2018 | CHEVROLET           | TAHOE                            | 1GNLCDEC0JR158308                    | 30256       | \$57,195  | 014990     | \$213                        | \$165                | \$105 |     | X     | \$483              |          |
| 482  | 2018 | CHEVROLET           | TAHOE                            | 1GNLCDEC8JR208775                    | 30257       | \$51,225  | 014990     | \$213                        | \$165                | \$105 |     | X     | \$483              |          |
| 493  | 2018 | RAM                 | 1500 LONESTAR                    | 1C6RR7XT8JS320847                    | 30915       | \$52,401  | 014990     | \$213                        | \$165                | \$105 |     | X     | \$483              |          |
| 494  | 2018 | RAM                 | 1500 LONESTAR                    | 1C6RR7XTXJS320848                    | 30916       | \$52,901  | 014990     | \$213                        | \$165                | \$105 |     | X     | \$483              |          |

| ID #                      | Year | Make      | Model                      | VIN #             | Inventory # | Cost New | Class Code | Auto Liability | Auto Physical Damage |                              | POV | EQUIP | Total Contribution |
|---------------------------|------|-----------|----------------------------|-------------------|-------------|----------|------------|----------------|----------------------|------------------------------|-----|-------|--------------------|
|                           |      |           |                            |                   |             |          |            |                | Coll                 | Comp                         |     |       |                    |
| 495                       | 2018 | RAM       | 1500 LONESTAR              | 1C6RR7XT1JS320849 | 30917       | \$52,401 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 496                       | 2018 | RAM       | 1500 LONESTAR              | 1C6RR7XT8JS320850 | 30918       | \$51,901 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 498                       | 2018 | RAM       | POWERWAGON                 | 3C6TR5EJ5JG357230 | 30947       | \$56,081 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 499                       | 2018 | RAM       | POWERWAGON                 | 3C6TR5EJ9JG357229 | 30948       | \$56,081 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 506                       | 2018 | RAM       | 1500 LONESTAR              | 1C6RR7LT4JS352572 | 30856       | \$51,004 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 511                       | 2019 | CHEVROLET | SILVERADO                  | 1GCUYDED2KZ206531 | 31604       | \$45,723 | 014990     | \$213          | \$122                | \$70                         |     | X     | \$405              |
| 527                       | 2019 | OTHER     | CARRY ON CARGO TRAILER     | 4YMB1626KT032853  | 31658       | \$5,699  | 684990     | \$106          | \$73                 | \$42                         |     | X     | \$222              |
| 541                       | 2020 | RAM       | 1500 REBEL                 | 1C6SRFLT1LN147403 | 31904       | \$53,136 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 551                       | 2020 | CHEVROLET | TAHOE                      | 1GNLCDEC1LR282431 | 32137       | \$67,376 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 552                       | 2020 | CHEVROLET | TAHOE                      | 1GNLCDEC5LR281444 | 32138       | \$63,376 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 554                       | 2020 | CHEVROLET | TAHOE                      | 1GNLCDEC2LR282180 | 32140       | \$63,376 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 555                       | 2020 | CHEVROLET | TAHOE                      | 1GNLCDEC1LR282901 | 32141       | \$63,376 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 556                       | 2020 | CHEVROLET | TAHOE                      | 1GNLCDEC3LR282219 | 32164       | \$50,417 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 557                       | 2020 | CHEVROLET | TAHOE                      | 1GNLCDEC3LR282267 | 32165       | \$63,094 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 558                       | 2020 | CHEVROLET | TAHOE                      | 1GNLCDEC3LR282107 | 32166       | \$57,178 | 014990     | \$213          | \$165                | \$105                        |     | X     | \$483              |
| 563                       | 2018 | CHEVROLET | SILVERADO                  | 3GCUKREC2JG399655 | 32209       | \$37,206 | 014990     | \$213          | \$122                | \$70                         |     | X     | \$405              |
| 570                       | 2020 | RAM       | CREW CAB 1500              | 1C6RR7XT3LS148715 | 32344       | \$29,800 | 014990     | \$213          | \$122                | \$70                         |     |       | \$405              |
| 571                       | 2020 | RAM       | CREW CAB 1500              | 1C6RR7XT7LS148717 | 32345       | \$30,200 | 014990     | \$213          | \$122                | \$70                         |     |       | \$405              |
| 575                       | 2020 | FORD      | T350 VAN                   | 1FBAX2Y8XLB17426  | 32427       | \$42,434 | 648200     | \$426          | \$122                | \$70                         |     | X     | \$618              |
| 576                       | 2020 | FORD      | T350 VAN                   | 1FBAX2Y88LB17425  | 32428       | \$42,734 | 648200     | \$426          | \$122                | \$70                         |     | X     | \$618              |
| Department: Road & Bridge |      |           |                            |                   |             |          |            |                |                      | Total Number of Vehicles: 34 |     |       | \$15,102           |
| 89                        | 2002 | OTHER     | WELLSCARGO UTILITY TRAILER | 1W4200G2X22045737 | 20459       | \$0      | 684990     | \$106          |                      |                              |     |       | \$106              |
| 133                       | 1982 | DODGE     | TRUCK (ARMORED)            | 00000000000050500 | 23717       | \$55,968 | 007912     | \$319          |                      |                              |     |       | \$319              |
| 171                       | 2009 | FORD      | EXPEDITION                 | 1FMFU15569LA12525 | 24138       | \$23,412 | 007912     | \$319          |                      |                              |     |       | \$319              |
| 182                       | 2007 | FORD      | F150                       | 1FTPW14V07KC78453 | 25285       | \$21,991 | 007912     | \$319          |                      |                              |     |       | \$319              |
| 184                       | 2006 | FORD      | F150 PICKUP                | 1FTRX12W66KC45201 | 22707       | \$18,827 | 007912     | \$319          |                      |                              |     |       | \$319              |
| 228                       | 2015 | CHEVROLET | TAHOE                      | 1GNLC2EC1FR574976 | 28298       | \$48,966 | 007912     | \$319          | \$244                | \$105                        |     | X     | \$668              |
| 230                       | 2015 | CHEVROLET | TAHOE                      | 1GNLC2EC3FR570122 | 28299       | \$43,462 | 007912     | \$319          | \$244                | \$105                        |     | X     | \$668              |
| 231                       | 2015 | CHEVROLET | TAHOE                      | 1GNLC2EC3FR574042 | 28300       | \$43,262 | 007912     | \$319          | \$244                | \$105                        |     | X     | \$668              |
| 273                       | 2011 | FORD      | CROWN VICTORIA POLICE      | 2FABP7BV5BX125432 | 25891       | \$25,776 | 007911     | \$426          |                      |                              |     |       | \$426              |
| 274                       | 2011 | FORD      | CROWN VICTORIA POLICE      | 2FABP7BV5BX173089 | 25887       | \$25,906 | 007911     | \$426          |                      |                              |     |       | \$426              |
| 277                       | 2010 | FORD      | CROWN VICTORIA POLICE      | 2FABP7BV7AX119212 | 25289       | \$23,370 | 007911     | \$426          |                      |                              |     |       | \$426              |
| 374                       | 2013 | RAM       | 1500 PICKUP                | 1C6RR7KT4DS601202 | 27210       | \$31,652 | 007912     | \$319          |                      |                              |     |       | \$319              |
| 388                       | 2016 | CHEVROLET | TAHOE                      | 1GNLCDEC2GR151854 | 28809       | \$51,545 | 007912     | \$319          | \$330                | \$157                        |     | X     | \$806              |

| ID # | Year | Make      | Model                  | VIN #             | Inventory # | Cost New  | Class Code | Auto Liability | Auto Physical Damage |       | POV | EQUIP | Total Contribution |
|------|------|-----------|------------------------|-------------------|-------------|-----------|------------|----------------|----------------------|-------|-----|-------|--------------------|
|      |      |           |                        |                   |             |           |            |                | Coll                 | Comp  |     |       |                    |
| 391  | 2016 | CHEVROLET | TAHOE                  | 1GNLCDEC7GR151879 | 28812       | \$51,545  | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 392  | 2016 | CHEVROLET | TAHOE                  | 1GNLCDEC1GR151845 | 28811       | \$51,545  | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 393  | 2016 | CHEVROLET | TAHOE                  | 1GNLCDEC9GR228882 | 28819       | \$46,715  | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 402  | 2016 | OTHER     | BOMB TRUCK             | 4UZAASDTXHCHW2519 | 29062       | \$234,317 | 007912     | \$319          | \$770                | \$367 |     | X     | \$1,456            |
| 405  | 2017 | RAM       | PICKUP TRUCK           | 1C6RR7XT0HS558475 | 29250       | \$50,481  | 007912     | \$319          |                      |       |     |       | \$319              |
| 406  | 2017 | RAM       | PICKUP TRUCK           | 1C6RR7YT1HS554157 | 29251       | \$55,314  | 007912     | \$319          |                      |       |     |       | \$319              |
| 407  | 2017 | RAM       | PICKUP TRUCK           | 1C6RR7YT7HS547438 | 29252       | \$55,314  | 007912     | \$319          |                      |       |     |       | \$319              |
| 408  | 2017 | RAM       | PICKUP TRUCK           | 1C6RR7XT2HS558476 | 29253       | \$33,280  | 007912     | \$319          |                      |       |     |       | \$319              |
| 418  | 2017 | FORD      | EXPLORER               | 1FM5K8AR9HGB92934 | 29452       | \$57,814  | 007912     | \$319          |                      |       |     |       | \$319              |
| 425  | 2011 | FORD      | CROWN VICTORIA         | 2FABP7BV6BX125438 | 25888       | \$25,776  | 007911     | \$426          |                      |       |     |       | \$426              |
| 427  | 2004 | GMC       | 2500 PICKUP            | 1GTHC29184E129310 | 26495       | \$0       | 007912     | \$319          |                      |       |     |       | \$319              |
| 432  | 2016 | FORD      | EXPLORER               | 1FM5K8AR8GGB88887 | 29077       | \$33,300  | 007912     | \$319          |                      |       |     |       | \$319              |
| 433  | 2016 | FORD      | EXPLORER               | 1FM5K8ARXGGB88891 | 29078       | \$33,300  | 007912     | \$319          |                      |       |     |       | \$319              |
| 438  | 2016 | OTHER     | CROSS UTILITY TRAILER  | 4C9C1UE18GG380718 | 29241       | \$1,768   | 684990     | \$106          |                      |       |     |       | \$106              |
| 439  | 2016 | OTHER     | CROSS UTILITY TRAILER  | 4C9C1UE14GG380442 | 29242       | \$3,807   | 684990     | \$106          |                      |       |     |       | \$106              |
| 448  | 2017 | DODGE     | GRAND CARAVAN          | 2C4RDGBG9HR564049 | 29676       | \$22,756  | 007912     | \$319          |                      |       |     |       | \$319              |
| 449  | 2017 | FORD      | EXPLORER               | 1FM5K8AT7HGB82771 | 29571       | \$47,365  | 007912     | \$319          |                      |       |     |       | \$319              |
| 454  | 2017 | RAM       | CREW CAB               | 1C6RR7XT3HS601514 | 29856       | \$51,653  | 007912     | \$319          |                      |       |     |       | \$319              |
| 455  | 2017 | RAM       | CREW CAB               | 1C6RR7XT7HS601516 | 29852       | \$48,990  | 007912     | \$319          |                      |       |     |       | \$319              |
| 457  | 2017 | RAM       | 1500 CREW CAB          | 1C6RR7XT6HS705351 | 29854       | \$48,990  | 007912     | \$319          |                      |       |     |       | \$319              |
| 458  | 2017 | DODGE     | GRAND CARAVAN          | 2C4RDGBG9HR854260 | 29855       | \$24,536  | 007912     | \$319          |                      |       |     |       | \$319              |
| 459  | 2017 | RAM       | 1500 CREW CAB          | 1C6RR7XT5HS601515 | 29857       | \$27,500  | 007912     | \$319          |                      |       |     |       | \$319              |
| 460  | 2017 | RAM       | 1500 CREW CAB          | 1C6RR7XT6HS595949 | 29858       | \$29,163  | 007912     | \$319          |                      |       |     |       | \$319              |
| 461  | 2017 | RAM       | 1500 CREW CAB          | 1C6RR7XT9HS675486 | 29859       | \$28,535  | 007912     | \$319          |                      |       |     |       | \$319              |
| 463  | 2017 | NISSAN    | MAXIMA                 | 1N4AA6AP9HC392511 | 29872       | \$24,237  | 007911     | \$426          |                      |       |     |       | \$426              |
| 467  | 2018 | DODGE     | RAM PROMASTER 3500 VAN | 3C6URVJG3JE112324 | 29184       | \$48,080  | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 505  | 2019 | CHEVROLET | COLORADO               | 1GCGTDEN8K1172680 | 31198       | \$38,130  | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 515  | 2019 | CHEVROLET | TAHOE                  | 1GNLCDEC8KR293845 | 31457       | \$54,001  | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 517  | 2019 | CHEVROLET | TAHOE                  | 1GNLCDEC6KR296212 | 31459       | \$54,001  | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 518  | 2019 | CHEVROLET | TAHOE                  | 1GNLCDEC6KR293049 | 31460       | \$54,001  | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 519  | 2019 | CHEVROLET | TAHOE                  | 1GNLCDEC2KR294859 | 31461       | \$54,501  | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 520  | 2019 | CHEVROLET | TAHOE                  | 1GNLCDEC2KR295302 | 31462       | \$54,501  | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 528  | 2019 | RAM       | CREW CAB PK UP         | 1C6RR7KT4KS690380 | 31678       | \$34,022  | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 530  | 2019 | RAM       | 1500                   | 1C6RR7KT8KS667796 | 31724       | \$47,869  | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |

| ID # | Year | Make      | Model                          | VIN #             | Inventory # | Cost New | Class Code | Auto Liability | Auto Physical Damage |       | POV | EQUIP | Total Contribution |
|------|------|-----------|--------------------------------|-------------------|-------------|----------|------------|----------------|----------------------|-------|-----|-------|--------------------|
|      |      |           |                                |                   |             |          |            |                | Coll                 | Comp  |     |       |                    |
| 531  | 2019 | RAM       | 1500                           | 1C6RR7KT6KS667795 | 31725       | \$44,072 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 532  | 2019 | RAM       | 1500                           | 1C6RR7KT6KS667797 | 31726       | \$47,362 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 568  | 2020 | CHEVROLET | TAHOE                          | 1GNLCDEC7LR272051 | 32299       | \$61,778 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 569  | 2020 | CHEVROLET | TAHOE                          | 1GNLCDEC5LR271562 | 32300       | \$61,478 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 578  | 2020 | RAM       | 1500                           | 1C6RREFT2LN361286 | 32674       | \$49,198 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 580  | 2021 | CHEVROLET | SILVERADO 1500                 | 3GCUYAEF3MG153356 | 32811       | \$50,186 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 583  | 2021 | CHEVROLET | SILVERADO 1500                 | 1GCPYCEF5MZ141539 | 32812       | \$51,085 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 585  | 2021 | CHRYSLER  | PACIFICA VOYAGER LX            | 2C4RC1CG9MR535028 | 32893       | \$31,700 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 587  | 2021 | DODGE     | DURANGO                        | 1C4RDHAG6MC544173 | 32930       | \$26,876 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 588  | 2021 | FORD      | 350 TRANSIT VAN                | 1FBAX2Y88LKB80413 | 32931       | \$47,195 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 589  | 2021 | RAM       | 1500                           | 1C6RR7XT9MS507759 | 32932       | \$42,884 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 591  | 2021 | CHEVROLET | TAHOE                          | 1GNSCLED7MR275841 | 32954       | \$66,999 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 592  | 2021 | CHEVROLET | TAHOE                          | 1GNSCLED9MR275940 | 32955       | \$66,999 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 593  | 2021 | CHEVROLET | TAHOE                          | 1GNSCLED9MR276246 | 32956       | \$66,999 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 594  | 2021 | RAM       | 3500 CHASSIS                   | 3C7WRTAL9MG553647 | 32958       | \$50,649 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 596  | 2021 | CHEVROLET | TAHOE                          | 1GNSCLED1MR275835 | 32960       | \$67,299 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 597  | 2021 | CHEVROLET | TAHOE                          | 1GNSCLED5MR276230 | 32974       | \$66,999 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 598  | 2021 | CHEVROLET | TAHOE                          | 1GNSCLED3MR275805 | 32973       | \$66,999 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 599  | 2021 | CHEVROLET | TAHOE                          | 1GNSCLED4MR276333 | 32972       | \$66,999 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 601  | 2010 | CHRYSLER  | 300                            | 2C3CA6CT2AH114506 | 33029       | \$3,481  | 007911     | \$426          |                      |       |     |       | \$426              |
| 602  | 2016 | FORD      | FUSION                         | 3FA6P0HD5GR387934 | 33031       | \$3,427  | 007911     | \$426          |                      |       |     |       | \$426              |
| 604  | 2021 | CHEVROLET | TAHOE                          | 1GNSKLED0MR395127 | 33051       | \$59,000 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 605  | 2022 | OTHER     | ACKR 771 77X14 UTILITY TRAILER | 4A91U1422NW150046 | 33122       | \$2,659  | 684990     | \$106          | \$24                 | \$14  |     |       | \$145              |
| 606  | 2021 | CHEVROLET | TAHOE                          | 1GNSCLED8MR275864 | 33129       | \$66,999 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 608  | 2021 | CHEVROLET | SILVERADO                      | 1GCPYCEF4MZ413367 | 33202       | \$46,626 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 611  | 2021 | JEEP      | GRAND CHEROKEE                 | 1C4RJFAG9MC601303 | 32679       | \$30,541 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 620  | 2022 | FORD      | F150 SUPER                     | 1FTFW1E54NKD43103 | 33659       | \$38,382 | 007912     | \$319          | \$244                | \$105 |     |       | \$668              |
| 621  | 2022 | FORD      | F150 SUPER                     | 1FTFW1E52NKD43102 | 33660       | \$38,382 | 007912     | \$319          | \$244                | \$105 |     |       | \$668              |
| 622  | 2022 | FORD      | ESCAPE                         | 1FMCU0F68NUA85565 | 33686       | \$26,996 | 007912     | \$319          | \$244                | \$105 |     |       | \$668              |
| 623  | 2022 | TOYOTA    | AVALON XLE                     | 4T1JZ1FB0NU084065 | 33687       | \$33,926 | 007911     | \$426          | \$244                | \$105 |     |       | \$775              |
| 625  | 2022 | CHEVROLET | TAHOE SSV                      | 1GNSCLED8NR253509 | 33947       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 626  | 2022 | CHEVROLET | TAHOE SSV                      | 1GNSCLED8NR254174 | 33949       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 627  | 2022 | CHEVROLET | TAHOE SSV                      | 1GNSCLED9NR254300 | 33950       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 628  | 2022 | CHEVROLET | TAHOE SSV                      | 1GNSCLED5NR253726 | 33951       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |

| ID # | Year | Make       | Model                      | VIN #             | Inventory # | Cost New | Class Code | Auto Liability | Auto Physical Damage |       | POV | EQUIP | Total Contribution |
|------|------|------------|----------------------------|-------------------|-------------|----------|------------|----------------|----------------------|-------|-----|-------|--------------------|
|      |      |            |                            |                   |             |          |            |                | Coll                 | Comp  |     |       |                    |
| 629  | 2022 | CHEVROLET  | TAHOE SSV                  | 1GNSCLED4NR253703 | 33952       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 630  | 2022 | CHEVROLET  | TAHOE SSV                  | 1GNSCLED8NR253476 | 33953       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 631  | 2022 | CHEVROLET  | TAHOE SSV                  | 1GNSCLED6NR253864 | 33954       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 632  | 2022 | CHEVROLET  | TAHOE SSV                  | 1GNSCLED0NR253696 | 33955       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 633  | 2022 | CHEVROLET  | TAHOE SSV                  | 1GNSCLED5NR253807 | 33956       | \$65,393 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 635  | 2019 | NISSAN     | ARMADA                     | JN8AY2ND2K9085740 | 34012       | \$43,405 | 007912     | \$319          | \$244                | \$105 |     | X     | \$668              |
| 641  | 2022 | CHEVROLET  | TAHOE                      | 1GNSCLED5NR253502 | 34968       | \$72,351 | 007912     | \$319          | \$330                | \$157 |     | X     | \$806              |
| 642  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCMKD4PR181981 | 34976       | \$57,000 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 643  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED1NR253786 | 34975       | \$68,999 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 644  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLEDXNR253964 | 34974       | \$68,999 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 645  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED8NR253980 | 34978       | \$44,039 | 007912     | \$319          | \$279                | \$115 |     | X     | \$714              |
| 648  | 2014 | CADILLAC   | CTS                        | 1G6DA1E37E0122355 | 33357       | \$11,458 | 007911     | \$426          |                      |       |     |       | \$426              |
| 652  | 2023 | JEEP       | RENEGADE LATITUDE 4X4      | ZACNJDB12PPP55698 | 35443       | \$30,504 | 007912     | \$319          | \$279                | \$115 |     |       | \$714              |
| 656  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED1PR328201 | 35564       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 657  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED6PR328033 | 35565       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 658  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED6PR329019 | 35566       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 659  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED2PR328255 | 35567       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 660  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED0PR328173 | 35568       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 661  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED4PR327964 | 35569       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 662  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED7PR326503 | 35570       | \$73,644 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 666  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED1PR237971 | 35663       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 667  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED6PR327934 | 35664       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 668  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED2PR328143 | 35665       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 669  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED3PR327907 | 35666       | \$69,298 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 670  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED5PR327939 | 35667       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 671  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED0PR328397 | 35668       | \$68,998 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 672  | 2023 | CHEVROLET  | TAHOE                      | 1GNSCLED4PR328161 | 35669       | \$73,620 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 673  | 2023 | TOYOTA     | TACOMA DOUBLE CAR SR 4X4   | 3TYCZ5AN7PT168451 | 35692       | \$41,897 | 007912     | \$319          | \$279                | \$115 |     | X     | \$714              |
| 675  | 2024 | VOLKSWAGEN | ATLAS                      | 1V2DR2CA7RC516132 | 35694       | \$40,164 | 007912     | \$319          | \$314                | \$157 |     |       | \$791              |
| 682  | 2024 | RAM        | 1500 CREW CAB 4X4          | 1C6RR7XT8PS592372 | 35852       | \$53,637 | 007912     | \$319          | \$424                | \$236 |     | X     | \$979              |
| 684  | 2018 | OTHER      | SHORELANDER BOAT TRAILER   | 1MDAJAP19JA638168 | 31094       | \$1,675  | 684990     | \$106          | \$24                 | \$14  |     |       | \$145              |
| 685  | 2019 | OTHER      | COASTLINE BOAT TRAILER     | 555C1BS22KS000460 | 32558       | \$4,500  | 684990     | \$106          | \$24                 | \$14  |     |       | \$145              |
| 686  | 2022 | OTHER      | AVIATION FUEL TANK TRAILER | 58SBT0613NE027946 | 33344       | \$5,680  | 214990     | \$266          | \$73                 | \$42  |     |       | \$381              |
| 690  | 2023 | RAM        | 1500                       | 1C6RR7XT4PS592370 | 36171       | \$53,540 | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |

| ID # | Year | Make      | Model                  | VIN #             | Inventory # | Cost New  | Class Code | Auto Liability | Auto Physical Damage |       | POV | EQUIP | Total Contribution |
|------|------|-----------|------------------------|-------------------|-------------|-----------|------------|----------------|----------------------|-------|-----|-------|--------------------|
|      |      |           |                        |                   |             |           |            |                | Coll                 | Comp  |     |       |                    |
| 691  | 2023 | RAM       | 1500                   | 1C6RR7XT9PS599203 | 36172       | \$53,540  | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 692  | 2023 | RAM       | 1500                   | 1C6RR7XT6PS592371 | 36173       | \$53,540  | 007912     | \$319          | \$377                | \$173 |     | X     | \$869              |
| 695  | 2024 | TOYOTA    | COROLLA                | JTDBCMFE0R3047888 | 36262       | \$24,465  | 007911     | \$426          | \$188                | \$94  |     |       | \$709              |
| 696  | 2024 | TOYOTA    | COROLLA                | JTDBCMFEXR3048059 | 36263       | \$24,465  | 007911     | \$426          | \$188                | \$94  |     |       | \$709              |
| 697  | 2024 | TOYOTA    | COROLLA                | JTDBCMFE8R3048044 | 36261       | \$24,465  | 007911     | \$426          | \$188                | \$94  |     |       | \$709              |
| 698  | 2024 | TOYOTA    | COROLLA                | JTDBCMFE5R3048003 | 36264       | \$24,465  | 007911     | \$426          | \$188                | \$94  |     |       | \$709              |
| 699  | 2024 | TOYOTA    | HIGHLANDER             | 5TDKDRAH7RS544611 | 36265       | \$40,503  | 007912     | \$319          | \$314                | \$157 |     |       | \$791              |
| 700  | 2024 | OTHER     | LENCO BEARCAT          | 1FDUF5HT8NEG18930 | 36331       | \$398,881 | 007912     | \$319          | \$1,571              | \$629 |     |       | \$2,519            |
| 701  | 2024 | TOYOTA    | CAMRY                  | 4T1C11AKXRU909316 | 36528       | \$29,500  | 007911     | \$426          | \$314                | \$157 |     |       | \$897              |
| 705  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLED5RR189113 | 36589       | \$88,317  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 706  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLED7RR189145 | 36590       | \$88,317  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 707  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLED6RR189167 | 36591       | \$88,317  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 708  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLED0RR189567 | 36592       | \$88,317  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 709  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLED2RR189232 | 36593       | \$88,317  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 710  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLEDXRR193951 | 36594       | \$88,317  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 711  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLED4RR189457 | 36595       | \$88,317  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 712  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLED2RR188971 | 36596       | \$88,317  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 713  | 2024 | CHEVROLET | TAHOE                  | 1GNSCLED3RR212341 | 36597       | \$90,424  | 007912     | \$319          | \$581                | \$354 |     | X     | \$1,254            |
| 714  | 2024 | CHEVROLET | SILVERADO              | 1GCUDAED6RZ292611 | 36605       | \$67,002  | 007912     | \$319          | \$424                | \$236 |     | X     | \$979              |
| 715  | 2024 | CHEVROLET | SILVERADO              | 1GCUDAED6RZ292740 | 36606       | \$67,002  | 007912     | \$319          | \$424                | \$236 |     | X     | \$979              |
| 719  | 2025 | CHEVROLET | MALIBU                 | 1G1ZG5ST0SF112068 | 36779       | \$29,917  | 007911     | \$426          | \$349                | \$210 |     |       | \$984              |
| 720  | 2024 | CHEVROLET | MALIBU                 | 1G1ZD5ST8RF145435 | 36781       | \$24,459  | 007911     | \$426          | \$188                | \$94  |     |       | \$709              |
| 721  | 2024 | FORD      | F150                   | 1FTEW2KP8RK55063  | 36780       | \$40,000  | 007912     | \$319          | \$314                | \$157 |     | X     | \$791              |
| 722  | 2025 | JEEP      | GRAND CHEROKEE         | 1C4RJGAGXSC290385 | 36853       | \$40,659  | 007912     | \$319          | \$349                | \$210 |     |       | \$878              |
| 723  | 2025 | DODGE     | DURANGO                | 1C4RDHDG3SC509549 | 36854       | \$42,000  | 007912     | \$319          | \$349                | \$210 |     |       | \$878              |
| 726  | 2024 | FORD      | F150                   | 1FTEW2KP2RK69220  | 36921       | \$40,000  | 007912     | \$319          | \$314                | \$157 |     |       | \$791              |
| 727  | 2024 | TOYOTA    | COROLLA                | JTDBCMFE0R3047566 | 36929       | \$24,485  | 007911     | \$426          | \$188                | \$94  |     |       | \$709              |
| 728  | 2024 | TOYOTA    | COROLLA                | JTDBCMFE0R3047812 | 36926       | \$24,485  | 007911     | \$426          | \$188                | \$94  |     |       | \$709              |
| 729  | 2025 | JEEP      | GRAND CHEROKEE         | 1C4RJHAG4SC300849 | 36928       | \$44,991  | 007912     | \$319          | \$349                | \$210 |     |       | \$878              |
| 734  | 2025 | CHEVROLET | EQUINOX                | 3GNAXHEG0SL298776 | 37012       | \$30,654  | 007912     | \$319          | \$349                | \$210 |     | X     | \$878              |
| 737  | 2021 | OTHER     | LEGACY UTILITY TRAILER | 4S9S1CE28MW443104 | 32443       | \$2,000   | 684990     | \$106          | \$24                 | \$14  |     |       | \$145              |
| 738  | 2025 | CHEVROLET | TAHOE                  | 1GNS5UED8SR301215 | 37060       | \$86,597  | 007912     | \$319          | \$646                | \$472 |     | X     | \$1,437            |
| 739  | 2025 | CHEVROLET | TAHOE                  | 1GNS5UED2SR301291 | 37061       | \$86,597  | 007912     | \$319          | \$646                | \$472 |     | X     | \$1,437            |
| 740  | 2025 | CHEVROLET | TAHOE                  | 1GNS5UED5SR301396 | 37062       | \$86,597  | 007912     | \$319          | \$646                | \$472 |     | X     | \$1,437            |

| ID #                | Year | Make      | Model                 | VIN #             | Inventory # | Cost New | Class Code | Auto Liability | Auto Physical Damage |                               | POV | EQUIP     | Total Contribution |
|---------------------|------|-----------|-----------------------|-------------------|-------------|----------|------------|----------------|----------------------|-------------------------------|-----|-----------|--------------------|
|                     |      |           |                       |                   |             |          |            |                | Coll                 | Comp                          |     |           |                    |
| 741                 | 2025 | CHEVROLET | TAHOE                 | 1GNS5UED4SR301549 | 37063       | \$86,597 | 007912     | \$319          | \$646                | \$472                         |     | X         | \$1,437            |
| 742                 | 2025 | CHEVROLET | TAHOE                 | 1GNS5UED9SR301191 | 37078       | \$86,597 | 007912     | \$319          | \$646                | \$472                         |     | X         | \$1,437            |
| 743                 | 2025 | CHEVROLET | TAHOE                 | 1GNS5UED0SR301256 | 37079       | \$69,895 | 007912     | \$319          | \$471                | \$314                         |     | X         | \$1,105            |
| 744                 | 2025 | CHEVROLET | TAHOE                 | 1GNS5UED3SR301400 | 37080       | \$69,895 | 007912     | \$319          | \$471                | \$314                         |     | X         | \$1,105            |
| 751                 | 2026 | CHEVROLET | SILVERADO 1500        | 1GCPABEK5TZ125335 | 37514       | \$38,467 | 007912     | \$319          | \$349                | \$210                         |     |           | \$878              |
| 756                 | 2026 | CHEVROLET | TAHOE                 | 1GNS5UED6TR207626 | 37551       | \$56,655 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| 757                 | 2026 | CHEVROLET | TAHOE                 | 1GNS5UED6TR207738 | 37550       | \$56,655 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| 758                 | 2026 | CHEVROLET | TAHOE                 | 1GNS5UED3TR208233 | 37549       | \$56,655 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| 759                 | 2026 | CHEVROLET | TAHOE                 | 1GNS5UED0TR206259 | 37548       | \$56,655 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| 760                 | 2026 | CHEVROLET | TAHOE                 | 1GNS5UED5TR205916 | 37547       | \$56,655 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| 761                 | 2026 | CHEVROLET | PASSENGER VAN         | 1GAZGNF7XS1279063 | 37546       | \$56,250 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| 764                 | 2026 | CHEVROLET | PASSENGER VAN         | 1GAZGNF71S1282045 | 37568       | \$56,250 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| 768                 | 2026 | CHEVROLET | EXPRESS PASSENGER VAN | 1GAZGNF73S1282483 | 37577       | \$56,250 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| 770                 | 2026 | CHEVROLET | TAHOE                 | 1GNS5UED4TR206135 | 37562       | \$56,655 | 007912     | \$319          | \$471                | \$314                         |     |           | \$1,105            |
| Department: Sheriff |      |           |                       |                   |             |          |            |                |                      | Total Number of Vehicles: 163 |     | \$123,787 |                    |

| Totals                              | Total Number of Vehicles | Contribution |
|-------------------------------------|--------------------------|--------------|
| Auto Liability                      | 448                      | \$118,137    |
| Auto Physical Damage, Collision     | 278                      | \$79,453     |
| Auto Physical Damage, Comprehensive | 278                      | \$47,356     |





# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

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## AUTO LIABILITY COVERAGE DOCUMENT

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## **AUTO LIABILITY COVERAGE DOCUMENT**

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverages may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member. No part of this Coverage Document is subject to the Texas Insurance Code.

**VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II - DEFINITIONS

### **SECTION I — LIABILITY COVERAGE**

#### **A. WHAT THE POOL WILL PAY**

The Pool will pay all sums, up to the Pool's Limits of Liability as set forth in the CCD, a Covered Person legally must pay as Damages because of Bodily Injury or Property Damage to which this coverage applies, caused by an Accident and resulting from the ownership, maintenance or use of an Auto.

#### **B. WHO IS COVERED**

The following are Covered Persons, but only if using the Auto with the Named Member's permission and the use of the Auto is within the scope of the Named Member's permission:

1. The Named Member.
2. The Named Member's Officials, employees, or Volunteers.

3. Anyone while using an Auto the Named Member owns, hires, borrows, or temporarily uses as a substitute for an Auto the Named Member has removed from use due to its breakdown, repair, service, loss or destruction; except that the following are not Covered Persons:
  - a. Anyone using an Auto while he or she is working in a business of selling, servicing, repairing, storing or parking Autos unless that business is the Named Member's.
  - b. The owner or lessee of whom the Named Member is a sub lessee of a Hired Auto or the owner of a Non-Owned Auto or any agent or employee of any such owner or lessee.
  - c. Anyone other than the Named Member's Officials, employees, or Volunteers, while moving property to or from an Auto.
4. Anyone liable for the conduct of a Covered Person described above, but only to the extent of that liability. However, the owner or anyone else from whom the Named Member hires or borrows an Auto is a Covered Person only if that Auto is a trailer connected to an Auto the Named Member owns.

To the extent that the Named Member's Officials, employees or Volunteers qualify as Covered Persons for a covered Accident, the coverage afforded by this Coverage Document applies to the individual liability of those persons, without regard to their, or the Named Member's, immunity from liability or Suit for that Accident.

## C. COVERAGE EXTENSIONS

### 1. Supplementary Payments.

In addition to the Limits of Liability, the Pool will pay for the Covered Person:

- a. All expenses the Pool incurs.
- b. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an Accident the Pool covers. The Pool does not have to furnish these bonds.
- c. The cost of bonds to release attachments in any Suit the Pool defends, but only for bond amounts within the Pool's Limits of Liability, except that the Pool will not pay for any bond required in order to appeal an adverse judgment which the Pool has decided not to appeal.
- d. All costs taxed against the Covered Person in any Suit the Pool defends.

- e. Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment in any Suit the Pool defends; but the Pool's duty to pay interest ends when the Pool has paid, offered to pay or deposited in court the part of the judgment that is within the Pool's Limits of Liability.
- g. Expenses incurred by a Covered Person for first aid to others at the time of an Accident, for Bodily Injury to which this Coverage Document applies.

## 2. Hired and Non-owned

- a. Hired Auto Liability - The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the maintenance or use of a Hired Auto by the Named Member or a Covered Person in the course of the Named Member's business.
- b. Non-owned Auto Liability - The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the use of any Non-owned Auto by the Named Member or a Covered Person in the course of the Named Member's business.
- c. When the Auto Liability section of the CCD refers only to Hired and Non-owned Liability, the coverage is excess over any other collectible insurance as provided by Section V, Condition U.

## 3. Supplementary Death Benefit

- a. The Pool will pay to a Covered Person's Beneficiary a Supplementary Death Benefit in the amount of \$10,000 unless otherwise stated on the CCD because of death to the Covered Person:
  - (1) Caused by an Auto Accident; and
  - (2) Sustained by a Covered Person while wearing a Seat Belt or protected by an Airbag.
- b. The Pool will pay the benefit, if such death occurs within three years of the date of such Accident.

- c. This Supplementary Death Benefit shall not be reduced by any other amounts paid or payable under this Coverage Document or other coverage or insurance for the Accident.
- d. The Beneficiary must furnish the Pool with proof of death of the Covered Person, accompanied by a police report or other verifiable proof that the Covered Person was wearing a Seat Belt or protected by an Airbag at the time the Accident occurred.
- e. No deductible applies.

#### 4. Out of State Coverage

- a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring out of state if:
  - (1) A Covered Person is using an Auto within the Coverage Territory described in Section V, Conditions, W., but outside of the State of Texas, and
  - (2) The laws of that state, territory, or province require the Covered Person to maintain insurance with respect to the operation or use of that Auto within its borders, and
  - (3) The coverage provided by this Coverage Document differs in form, kind or amount from that required by said laws;
- b. The Pool will:
  - (1) Increase the Limits of Liability specified in the CCD for this Out of State Coverage to the greater of either:
    - (a) The minimum limits specified by the law of the state, territory or province where the Auto is being used, or
    - (b) A combined single limit of liability of one million dollars (\$1,000,000.00) for all Damages because of Bodily Injury and Property Damage resulting from any one Accident, regardless of the number of Covered Persons under this Coverage Document, the number of persons or organizations who sustain Bodily Injury or Property Damage, or the number of Autos to which this Coverage Document applies.
  - (2) Provide the minimum forms or kinds of coverages, such as no-fault, as may be required and set forth by the laws by that state, territory or province, but only to the extent required by such laws.

- c. The increased amount of Out of State Coverage will be in excess of any other valid and collectible insurance or coverage that may be available to the Covered Person.
- d. The Pool will not pay anyone more than once for the same elements of Loss because of these extensions.

5. Mexico Coverage

- a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring in Mexico if:
  - (1) A Covered Person is using an Auto owned by the Named Member;
  - (2) The Auto is included in the schedule of vehicles attached to this Coverage Document;
  - (3) The Accident occurs within 25 miles of the United States border;
  - (4) The Auto is garaged in the United States; and
  - (5) The Auto is used for infrequent trips that do not exceed ten days for any single trip.

D. DEFENSE, SETTLEMENT, AND ALLOCATION OF DAMAGES

- 1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against a Covered Person seeking Damages potentially covered under this Coverage Document, except that the Pool's duty to defend shall terminate:
  - a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
  - b. If we have paid the full amount of the Limits of Liability applicable to the Claim for each person or each Accident; or
  - c. If the Covered Person breaches any duty or condition under this Coverage Document.
- 2. If a Claim alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend the Covered Person against those causes of action which are not covered. If the Pool elects not to defend a Covered Person

against the non-covered causes of action, the Pool will notify the Covered Person of its decision.

3. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Covered Person. The Covered Person may retain additional counsel at their own expense, but the Pool retains the exclusive right to control the defense.
4. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Covered Person.
5. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim as may be deemed expedient by the Pool.
6. The Pool has no duty to defend a Covered Person before a Claim is presented.
  - a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of a Covered Person where the Pool anticipates a Claim.
  - b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Covered Person, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
  - c. Pre-claim involvement of the Pool under 6.a or 6.b shall not constitute a waiver of any rights the Pool may have pursuant to any provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 6.a or 6.b.
7. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any wrongful act of a Covered Person. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
8. The Pool shall have the right to settle any Claim as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Covered Person. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Covered Person.

9. The Pool shall have no obligation to pay sums the Covered Person shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such claims or Damages. In negotiating any settlement or claim or Suit payment, the Pool shall have the right to request the Named Member make an appropriate contribution for uncovered claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a claim or Suit made against the Covered Person or Damages sought from the Covered Person includes both covered and uncovered matters, the Pool and the Named Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Named Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the claim or Suit. In the event the Pool and the Named Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.
10. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claims, or if there are multiple or competing Claims against one or more Covered Persons, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document.

## SECTION II — DEFINITIONS

The following definitions shall apply wherever used in this Coverage Document.

- A. **Accident** means any event or series of events resulting in direct and accidental loss or damage including continuous or repeated exposure to the same conditions resulting in Bodily Injury or Property Damage.
- B. **Airbag** means a functioning safety device which is designed to inflate during an Accident and protect the occupant of a seat in an Auto.
- C. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include Mobile Equipment.
- D. **Beneficiary** means (in order of priority of payment):



1. The surviving spouse if a resident in the same household as the deceased Covered Person at the time of the Accident, or
  2. If the deceased Covered Person is an unmarried minor, either of the surviving parents who had legal custody at the time of the Accident, or
  3. The estate of the deceased Covered Person.
- E. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person including death resulting from any of these.
- F. **Claim** means a written demand or Suit specifically for money Damages, including punitive or exemplary damages, against a Covered Person.
- G. **Claims Expenses** means:
1. Fees incurred by the Pool for an attorney designated by the Pool;
  2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim or Suit, if incurred by the Pool, except for those fees, costs, and expenses of the Texas Association of Counties, or expenses of a claims adjustment contractor for the Pool;
  3. Fees charged by any attorney designated by the Named Member with the written consent of the Pool, but only as to those fees incurred after receipt by Named Member of written consent from the Pool.
- H. **Covered Person** means any person or organization qualifying as a Covered Person in Section I, B. Who Is Covered provision of this Coverage Document. Except with respect to the Limits of Liability, the coverage afforded applies separately to each Covered Person who is seeking coverage or against whom a claim or Suit is brought.
- I. **Contributions and Coverage Declarations (CCD)** means the document that sets forth the specific indication of coverage, limits, and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.
- J. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements
- K. **Damages** means actual and compensatory money damages, and punitive damages, a Covered Person is legally obligated to pay because of an Accident. This includes settlements, judgements, related court costs, and interest on any

judgement unless otherwise excluded in this Coverage Document. Damages does not include:

1. Penalties, fines, or sanctions under any federal or state law;
2. Attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Covered Person without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from a Covered Person which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document; or
3. Any consequential damages for losses not flowing directly and immediately from an Accident but that result indirectly from an Accident.

- L. **Hired Auto** means any Auto not owned by Named Member or a Covered Person which is rented under contract to the Named Member or Covered Person for 14 days or less and used to conduct Named Member's business. This does not include any Auto Named Member or a Covered Person leases, hires or borrows from any of Named Member's employees or members of the employees' households.
- M. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages and shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include Bodily Injury – Each Accident, Bodily Injury – Each Person, and Property Damage – Each Accident limits.
- N. **Loss** means direct and accidental loss or damage.
- O. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes the following:
1. Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises other than roads or streets, the Named Member owns or hires. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or hired by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member.

3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in paragraphs 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered Autos:
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on Automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- P. **Named Member** means a county or other political subdivision so designated in the CCD.
- Q. **Non-owned Auto** means any Auto Named Member borrows which is used in connection with Named Member's business. A borrowed Auto means an Auto

owned by a Covered Person and used to conduct Named Member's business with Named Member's permission.

- R. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.
- S. **Property Damage** means physical damage to or loss of use of tangible property.
- T. **Seat Belt** means manual or automatic safety belts or seat and shoulder restraints.
- U. **Suit** means a civil judicial proceeding in which Damages are alleged due to personal injury or Property Damage. Suit includes arbitration proceedings and any other dispute resolution proceedings in which personal injury or Property Damage is alleged and in which the Covered Person participates with the Pool's consent.
- V. **Volunteer** means a person who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Member, and who is not paid a fee, salary, or other commission by the Named Member or anyone else for the work performed for the Named Member. Volunteer does not include independent contractors.

### SECTION III — LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated in the CCD.

#### A. LIMITS OF LIABILITY

Regardless of the number of Autos, Covered Persons, or vehicles involved in the Accident the Limits of Liability payable under this Coverage Document are as follows:

1. The most the Pool will pay for all Damages resulting from Bodily Injury to any one person caused by any one Accident is the Bodily Injury Liability – Each Person limit shown in the CCD for each person.
2. Subject to the limit for Each Person, the most the Pool will pay for all Damages resulting from Bodily Injury caused by any one Accident is the Bodily Injury Liability – Each Accident limit shown in the CCD for each Accident.
3. The most the Pool will pay for all Damages resulting from Property Damage caused by any one Accident is the Property Damage Liability – Each Accident limit shown in the CCD for each Accident.
4. All Bodily Injury and Property Damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one Accident for the purposes of Limits of Liability and Deductibles.

5. Tender by the Pool, under Section I.D.10, of an amount that would exhaust the Limits of Liability applicable to that Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amount for Damages or Claims Expenses with regard to that Claim.
6. Claims Expenses shall not be deducted from the Limits of Liability.

#### B. DEDUCTIBLE

The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Covered Person, other than the Named Member, has no individual responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

### SECTION IV — EXCLUSIONS

The coverage afforded by this Coverage Document does not apply to any of the following:

#### A. EXPECTED OR INTENDED INJURY

Bodily Injury or Property Damage expected or intended from the standpoint of a Covered Person.

#### B. CONTRACTUAL LIABILITY

Liability assumed under any contract or agreement, and any Claim based on a cause of action for breach of contract, quasi-contract, quantum meruit, breach of warranty, or any theory of estoppel. This exclusion does not apply to liability for Damages that the Covered Person would have in the absence of the contract or agreement.

### C. WORKERS' COMPENSATION

Any obligation for which the Covered Person or the Covered Person's insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### D. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

Bodily Injury to:

1. An employee of a Covered Person arising out of and in the course of:
  - a. Employment by the Named Member; or
  - b. Performing duties related to the conduct of the Named Member's business; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of Bodily Injury described in Exclusion IV.D.1 above.

This exclusion applies:

1. Whether the Covered Person may be liable as an employer or in any other capacity; and
2. To any obligation to share Damages with or repay someone else who must pay Damages because of the injury.

### E. EMPLOYEE CAUSES INJURY TO FELLOW EMPLOYEE

Bodily Injury to an employee of a Named Member caused by a fellow employee of the Named Member and arising out of and in the course of the fellow employee's employment.

### F. CARE, CUSTODY OR CONTROL

Property Damage to property owned or transported by a Covered Person or in a Covered Person's care, custody or control. This exclusion does not apply to liability assumed under a sidetrack agreement.

### G. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE EXCLUSION

1. This Coverage Document does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2. For purposes of this exclusion the following terms have the following meanings:

**Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Named Member or Covered Person; or
- b. Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

**Personal Information** means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

**Privacy or Security Event** means:

- a. The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible, regardless of whether such

Personal Information is maintained in electronic, paper or any other format;  
or

- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

#### H. EMERGENCY MEDICAL SERVICE

With respect to Damages resulting from the ownership, maintenance or use of emergency medical service vehicles because of:

1. Bodily Injury resulting from the providing of or failure to provide medical services or other professional services;
2. Bodily Injury resulting from the furnishing of or failure to furnish food or drink in connection with such services; or
3. Bodily Injury or Property Damage resulting from the handling of corpses.

#### I. HANDLING OF PROPERTY

Bodily Injury or Property Damage resulting from the handling of the property:

1. Before it is moved from the place where it is accepted by a Covered Person for movement into or onto an Auto; or
2. After it is moved from an Auto to the place where it is finally delivered by a Covered Person.

#### J. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

Bodily Injury or Property Damage resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to an Auto.

#### K. OPERATIONS

Bodily Injury or Property Damage arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of Mobile Equipment.

#### L. POLLUTION

Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release, or



escape is sudden and accidental. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, fuels, lubricants, chemicals, pesticides and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion does not apply to:

1. Fuels, lubricants, fluids, exhaust gases, or other similar pollutants that are needed for or result from the normal electrical, hydraulic, or mechanical functioning of the Auto or its parts if:
  - a. The pollutants escape, seep, migrate, or are discharged, dispersed, or released directly from an Auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
  - b. The Bodily Injury or Property Damage does not arise out of the operation of any equipment listed in Paragraphs 6.b and 6.c of the definition of Mobile Equipment.
2. Accidents that occur away from premises owned by or rented to a Covered Person with respect to pollutants not in or upon an Auto if:
  - a. The pollutants or any property in which the pollutants are contained are upset, overturned, or damaged as a result of the maintenance or use of that Auto; and
  - b. The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage.

#### M. NUCLEAR ENERGY

1. Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or
2. The explosion of any weapon employing atomic fission or fusion.

#### N. WAR

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

#### O. STATE RESPONSIBILITY

To any claim, liability, Loss or Accident, for which the State of Texas:

1. Has the responsibility to pay or indemnify; or
2. Asserts a right to defend; or
3. Asserts a right to adjust, handle or settle.

P. COMPLETED OPERATIONS

Bodily Injury or Property Damage arising out of the Named Member's work after that work has been completed or abandoned.

In this exclusion, the Named Member's work means:

1. Work or operations performed by the Named Member or on the Named Member's behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

The Named Member's work includes warranties or representations made at any time with respect to the fitness, quality, durability, or performance of any items included in Paragraphs 1. or 2. above.

The Named Member's work will be deemed completed at the earliest of the following times:

1. When all of the work called for in the Named Member's contract has been completed;
2. When all of the work to be done at the site has been completed if the Named Member's contract calls for work at more than one site; or
3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor on the same project.

Q. RACING

Autos while used in any racing or demolition contest or stunting activity, whether professional, organized, or otherwise, or while practicing for such activity. This coverage also does not apply while that Auto is being prepared for such contest or activity.

## SECTION V — CONDITIONS

Unless otherwise indicated, this Auto Liability Coverage Document and all other forms and endorsements forming a part of this Coverage Document, are subject to the following Conditions:

### A. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

### B. COMPLIANCE WITH CONDITIONS

If any Covered Person fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Accident or Claim in connection with the breach.

### C. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

### D. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person's behalf.

### E. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of

the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

#### F. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions or fraud in the obtaining of coverage, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.
2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.
3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool  
Attn: Member Services  
P.O. Box 2131  
Austin, Texas 78768

4. The Pool may cancel or non-renew this Coverage Document:
  - a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
  - b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;
  - c. For fraud in the obtaining of coverage;
  - d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
  - e. If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

- f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
  - g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of contributions, such cancellation shall be effective at 12:01 a.m. on the 10<sup>th</sup> day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
  6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

#### G. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

#### H. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived orally. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

#### I. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

#### J. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;
2. Make risk management appraisals of the Named Member's operations, policies, procedures, Autos, personnel and/or facilities;
3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes, or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### K. CONTRIBUTIONS

1. All contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.
2. The Named Member shall pay promptly all contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws and this Coverage Document. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.
3. The Named Member will be the payee for any return contributions or other payments the Pool pays.
4. If during the coverage period, there is a material change in the number or value of Autos owned or leased by the Named Member, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned contribution thus computed exceeds the advance contribution paid, the Named Member shall pay the excess to the

Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

L. TRANSFER OF INTERESTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

1. Assignment or transfer of any interest or duty under this Coverage Document does not bind the Pool without the Pool's prior written consent, except in the case of death of an individual Covered Person.
2. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

M. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

1. In the event of Accident, claim, Suit, or Loss, the Named Member and any Covered Person involved must give the Pool or the Pool's authorized representative prompt notice of the Accident or Loss. Include:
  - a. How, when and where the Accident or Loss occurred;
  - b. The name and address of all Covered Persons involved; and
  - c. To the extent possible, the names and addresses of any injured persons and witnesses.

If the Pool shows that failure to provide notice prejudices the Pool's defense, there is no liability coverage for any Covered Person under this Coverage Document.

2. If suit is brought against a Covered Person, the Named Member or the Covered Person must immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Covered Person or by the Covered Person's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received.
3. Additionally, the Named Member and any other Covered Person involved must:
  - a. Assume no obligation, make no payment, settle no claim or action, or incur no expense without the Pool's consent. Any voluntary payments made or expenses incurred shall be the sole obligation of the Covered Person.

- b. Immediately send the Pool copies of any demand, notice, summons or legal paper received concerning the claim or Suit.
  - c. Cooperate with the Pool in the investigation, settlement or defense of the claim or Suit.
- 4. No Covered Person will, without the Pool's written consent:
  - a. Assume or admit any liability; or
  - b. Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document. Any liability admitted, assumed or settled, or defenses waived, without prior written consent of the Pool shall terminate the duty of the Pool to defend or indemnify any Covered Person against the Claim.
- 5. In connection with any investigation the Pool may make regarding the applicability of this coverage for any claim or Suit under this Coverage Document, or the nature or extent of a claim or Suit payable under this Coverage Document, the Covered Person agrees to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

#### N. LEGAL ACTION AGAINST THE POOL

- 1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or proceeding involving this Coverage Document until the amount of the Covered Person's obligation with respect to the pertinent Claim or proceeding has been finally determined either by: (a) final judgment against the Covered Person by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Covered Person, the claimant, and the Pool.
- 2. Nothing contained in this Coverage Document shall give the Covered Person or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Covered Person to determine the Covered Person's liability.
- 3. Any action against the Pool by the Covered Person or any other person must be brought within two years and one day after the cause of action accrues.



O. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover Damages from another, those rights are transferred and assigned to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Accident or Loss to impair them.

P. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Covered Person's rights and indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Covered Person shall execute and deliver instruments and papers and do whatever else that is reasonably requested to advance the Pool's pursuit of its subrogation rights. Neither the Named Member nor any Covered Person will do anything after any claim is made to prejudice the Pool's subrogation rights. The Pool shall be entitled to take over and conduct, in the name of the Covered Person, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

Q. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

R. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional contribution charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

S. OTHER COVERAGE OR INSURANCE

1. For any Auto the Named Member owns, this Coverage Document provides primary liability coverage. For any Hired Auto or Non-owned Auto used by the Named Member, the coverage provided by this Coverage Document is excess over any other collectible insurance. However, while an Auto which is a trailer is connected to another vehicle, the liability coverage this Coverage Document provides for the trailer is:
  - a. Excess while it is connected to a motor vehicle the Named Member does not own.
  - b. Primary while it is connected to an Auto the Named Member owns.

2. When this Coverage Document and any other coverage document or policy provide coverage on the same basis, either excess or primary the Pool will pay only the Pool's share which is the proportion that the Limits of Liability of this Coverage Document bears to the total of the limits of all the coverage forms and policies.

#### T. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

#### U. COVERAGE PERIOD, COVERAGE TERRITORY

Under this Coverage Document, the Pool covers Accidents and losses occurring:

1. During the Coverage Period shown in the CCD; and
2. Within the coverage territory.

The coverage territory is:

1. The United States of America;
2. The territories and possessions of the United States of America;
3. Puerto Rico;
4. Canada; and
5. Mexico, within 25 miles of the United States border subject to the Limits of Liability set forth in the CCD and Section III of this Coverage Document.

#### V. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Accident, the aggregate maximum limits of liability under all such coverage documents shall not exceed the highest applicable limits of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

W. NO BENEFIT TO BAILEE PHYSICAL DAMAGE COVERAGE

The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.

X. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

Y. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

Z. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

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## AUTO PHYSICAL DAMAGE COVERAGE DOCUMENT

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## **AUTOMOBILE PHYSICAL DAMAGE COVERAGE DOCUMENT**

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against automobile physical damage. The Pool is not an insurance company. This is not a contract of insurance, but is an agreement for automobile physical damage coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverages may be offered herein for the purpose of mitigating or reducing potential exposures to the Named Member. No part of this Coverage Document is subject to the Texas Insurance Code.

**VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that appear capitalized have special meaning. Refer to SECTION III - DEFINITIONS

### **SECTION I - COVERED AUTOS**

#### **A. DESCRIPTION OF COVERED AUTOS**

Upon renewal, the Autos described in the schedule of vehicles for which a Contribution charge is shown are covered by this Coverage Document.

#### **B. AUTOS ACQUIRED AFTER THE COVERAGE DOCUMENT BEGINS**

An Auto acquired after the coverage period begins will be a covered Auto for the coverage(s) shown on the CCD, only if:

1. The Pool already covers all Autos owned by the Named Member for that coverage or if it replaces an Auto previously owned that had that coverage; or
2. The Named Member notifies the Pool in writing within 30 days after the Named Member acquires the Auto of its desire to cover it for that coverage.

## SECTION II - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

1. The Pool will pay for Loss to a covered Auto or its equipment under:

a. Comprehensive Coverage. From any cause except:

- (1) The covered Auto's collision with another object; or
- (2) The covered Auto's overturn.

b. Collision Coverage. Caused by:

- (1) The covered Auto's collision with another object; or
- (2) The covered Auto's overturn.

2. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

The Pool will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. Loss caused by hitting a bird or animal; and
- c. Loss caused by falling objects or missiles.

However, the Named Member has the option of having glass breakage caused by a collision to be reimbursed under the Auto's Collision Coverage.

3. Coverage Extensions

- a. Transportation Expenses. The Pool will also pay up to \$20 per day to a maximum of \$600 for transportation expense incurred by the Named Member because of the total theft of a covered Auto of the private passenger type. The Pool will pay only for those covered Autos for which the Named Member carries Comprehensive Coverage. The Pool will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending when the covered Auto is returned to use or the Pool has paid for its Loss.
- b. Rental Reimbursement. The Pool will reimburse Named Member in the event of Loss to a covered Auto for expenses incurred for the rental, not including any mileage or gasoline charges, of a substitute Auto of like kind

and quality to the covered Auto where the covered Auto is unusable due to a covered Loss. We will pay only for those expenses incurred during the coverage period beginning 24 hours after the Loss and ending, regardless of the coverage period's expirations, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered Auto; or
- (2) 30 days.

Our payment is limited to the lesser of the following amounts:

- (1) Necessary and actual expenses incurred; or
- (2) \$2,500.00

This coverage does not apply while there are spare or reserve Autos of like kind and quality to the covered Auto available to Named Member for its operations.

- c. Unattached Equipment. For Losses to Unattached Equipment, the Pool will pay the lesser of \$10,000 or the Actual Cash Value of the Unattached Equipment as of the time of the Loss if the Unattached Equipment was:
  - (1) Used in the usual Course and Scope of the Named Member's business at the time of Loss; and
  - (2) Unusable due to a covered Loss to a covered Auto.

## B. EXCLUSIONS

1. The Pool will not pay for Loss caused by or resulting from any of the following. Such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.
  - a. Nuclear Hazard
    - (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
  - b. War or Military Action

- (1) War or Military Action;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## 2. Other Exclusions

- a. The Pool will not pay for Loss to equipment or custom furnishings permanently installed in or to a covered Auto unless the equipment or custom furnishing was:
  - (1) Used in the usual Course and Scope of Named Member's business; and
  - (2) The value of the equipment or custom furnishing was reported to the Pool prior to the Loss and included in the Contribution of this coverage.
- b. The Pool will not pay for Loss caused by or resulting from wear and tear, freezing, mechanical or electrical breakdown.
- c. The Pool will not pay for blowouts, punctures or other road damage to tires.
- d. The Pool will not pay for any Loss to any covered Auto while used in any racing or demolition contest or stunting activity, professional, organized, or otherwise, or while practicing for such contest or activity. The Pool also will not pay for Loss to any covered Auto while that Auto is being prepared for such contest or activity.
- e. The Pool will not pay for Loss to a covered Auto due to an actual or perceived loss in market value or resale value which results from a direct and accidental Loss.
- f. The Pool will not pay for any Loss expected or intended from the standpoint of an employee, Official, or volunteer of the Named Member.

## C. LIMITS OF LIABILITY

The most the Pool will pay for Loss to any one covered Auto from any one Accident is the lesser of:

1. The Actual Cash Value of the damaged or stolen property; or



2. The cost of repairing or replacing the damaged or stolen property at the time of the Loss.

#### D. DEDUCTIBLE

For each covered Auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the CCD, except, the applicable deductible will be waived if Named Member elects to repair rather than replace damaged glass.

### SECTION III — DEFINITIONS

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in a Loss or damage.
- B. **Actual Cash Value** means the amount it would cost to repair or replace the Named Member's property, on the date of Loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation. Actual Cash Value is computed by subtracting the depreciation of the lost or damaged covered Auto from the actual replacement cost, using material of like kind and quality, of the covered Auto at the time of Loss.
- C. **Agreement** means the Interlocal Participation Agreement executed between the Pool and the Named Member, designating those coverages and deductibles elected by the Named Member, and incorporating the various Coverage Documents, the CCD, and any amendments to said Interlocal Participation Agreement.
- D. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include Mobile Equipment.
- E. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.
- F. **Contributions and Coverage Declarations (CCD)** means the document that specifies the Named Member's coverage, limits of liability, deductibles and Contributions and certain other conditions.
- G. **Course and Scope** means activity related to the furtherance of the affairs or business of the Named Member.
- H. **Coverage Document** means this Texas Association of Counties Risk Management Pool Auto Physical Damage Coverage Document that sets forth in detail the exact coverage provided under the Agreement and which may be incorporated therein by

reference, as amended from time to time.

- I. **Limits of Liability** means the Limits of Liability of the Pool for payment of a Loss and shall be the applicable limit shown in the CCD under Limits of Liability.
- J. **Loss** means direct and accidental loss or damage.
- K. **Named Member** means the political subdivision or other Named Member shown in the CCD.
- L. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
  - 1. Bulldozers, farm machinery, forklifts and other vehicles designated for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  - 5. Vehicles not described in paragraph 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  - 6. Vehicles not described in paragraph 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:
    - a. Equipment designed primarily for:

- (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning.
  - b. Cherry pickers and similar devices mounted on Automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps, and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting, or well servicing equipment.
- M. **Pool** means the Texas Association of Counties Risk Management Pool.
- N. **Unattached Equipment** means equipment that is not permanently attached to your scheduled Auto. This includes items used in the usual Course and Scope of Named Member's business such as but not limited to laptops, firearms, and medical equipment.

## SECTION IV - CONDITIONS

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If the Named Member and the Pool disagree on the amount of Loss, either may demand an appraisal of the Loss. In this event each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the Actual Cash Value and amount of Loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If the Pool submits to an appraisal, the Pool will still retain its right to deny this claim.

#### 2. DUTIES IN THE EVENT OF ACCIDENT OR LOSS

- a. In the event of Accident or Loss, the Named Member must give the Pool or the Pool's authorized representative prompt notice of the Accident or Loss. Include:

- (1) How, when and where the Accident or Loss occurred;
  - (2) The Named Member's name and address; and
  - (3) To the extent possible, the names and addresses of any witnesses.
- b. Additionally, the Named Member must:
- (1) Assume no obligation, make no payments, or incur no expense without the Pool's consent, except at the Named Member's own cost. Any voluntary payments made or expenses incurred shall be the sole obligation of the Named Member.
  - (2) Cooperate with the Pool in the investigation or settlement of the claim.
- c. If there is Loss to a covered Auto or its equipment, the Named Member must also do the following:
- (1) Promptly notify the police if the covered Auto or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered Auto from further damage. Also keep a record of expenses for consideration in the settlement of the claim.
  - (3) Permit the Pool to inspect the covered Auto and records proving the Loss before its repair or disposition.
  - (4) Agree to examination under oath at the Pool's request and give the Pool a signed statement of the Named Member's answers.

### 3. LEGAL ACTION AGAINST THE POOL

No one may bring a legal action against the Pool under this Coverage Document until there has been full compliance with all the terms of this Coverage Document. Any action against the Pool by the Named Member or any other person must be brought within two years and one day after the cause of action accrues.

### 4. LOSS PAYMENT — PHYSICAL DAMAGE COVERAGES

The Pool has the right, but not the duty, to:

- a. Pay for, repair or replace damaged or stolen property;

- b. Return the stolen property at the Pool's expense. The Pool will pay for any damage that results to the Auto from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

## 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE POOL

If any person or organization to or for whom the Pool makes payment under this Coverage Document has rights to recover damages from another, those rights are transferred and assigned to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after Accident or Loss to impair them.

## 6. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Named Member's rights and indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Named Member shall execute and deliver instruments and papers and do whatever else that is reasonably requested to advance the Pool's pursuit of its subrogation rights. Named Member will do nothing after any claim is made to prejudice the Pool's subrogation rights. The Pool shall be entitled to take over and conduct, in the name of the Named Member, for the Pool's own benefit, any claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any claim for its own benefit at its sole discretion.

## B. GENERAL CONDITIONS

### 1. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

### 2. COMPLIANCE WITH CONDITIONS

If the Named Member, or any of its Officials, employees, or volunteers, fails to comply with any of the provisions of this Coverage Document, misrepresents

any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage as to the particular Accident in connection with the breach.

### 3. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

### 4. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

### 5. RETAINED CONTRIBUTION PROPORTIONS

- a. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
- b. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

### 6. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

## 7. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

## 8. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

- a. Make inspections and surveys at any time;
- b. Make risk management appraisals of the Named Member's operations, policies, procedures, Autos, personnel and/or facilities;
- c. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes, or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## 9. CONTRIBUTIONS

- a. All contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.
- b. The Named Member shall pay promptly all contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws and this Coverage Document. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.

- c. The Named Member will be the payee for any return contributions or other payments the Pool pays.
- d. If during the coverage period, there is a material change in the number or value of Autos owned or leased by the Named Member, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned contribution thus computed exceeds the advance contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

#### 10. TRANSFER OF INTERESTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

Assignment or transfer of any interest or duty under this Coverage Document does not bind the Pool without the Pool's prior written consent.

#### 11. LIBERALIZATION

If the Pool revises this Coverage Document to provide more coverage without additional Contribution charge, the Named Member's Coverage Document will automatically provide the additional coverage as of the day the revision is effective.

#### 12. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE COVERAGES

The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.

#### 13. OTHER INSURANCE

When this Coverage Document and any other Coverage Document or policy covers on the same basis, either excess or primary, the Pool will pay only the Pool's share. The Pool's share is the proportion that the Limit of Liability of the Pool's Coverage Document bears to the total of the limits of all the Coverage Documents and policies covering on the same basis.

#### 14. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Accident, the aggregate



maximum limits of liability under all such coverage documents shall not exceed the highest applicable limits of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Losses.

#### 15. COVERAGE PERIOD, COVERAGE TERRITORY

Under this Coverage Document, the Pool covers Accidents and Losses occurring:

- a. During the coverage period shown in the CCD; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Mexico — not to exceed 25 miles from the U.S. border.

The Pool also covers Loss to, or Accidents involving, a covered Auto while being transported between any of these places.

#### 16. REPORTING PROVISION

The Named Member agrees to furnish the Pool with an updated vehicle schedule. The schedule shall include a current listing of Autos which are to be covered under the Coverage Document. The vehicle schedule shall be the basis for coverage for the upcoming coverage period and shall become a part of the Coverage Document. Additionally, the Contribution for the upcoming coverage period shall be calculated using the updated vehicle schedule and rates in effect at the beginning of the coverage period.

#### 17. CANCELLATION OR NON-RENEWAL

- a. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The

notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions or fraud in the obtaining of coverage, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.

- b. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.

- c. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool  
Attn: Member Services  
P.O. Box 2131  
Austin, Texas 78768

- d. The Pool may cancel or non-renew this Coverage Document:

- (1) For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
- (2) If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;
- (3) For fraud in the obtaining of coverage;
- (4) If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
- (5) If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
- (6) If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

- (7) For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- e. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of contributions, such cancellation shall be effective at 12:01 a.m. on the 10<sup>th</sup> day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- f. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

## 18. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

## 19. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

## 20. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

## 21. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

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## GENERAL LIABILITY COVERAGE DOCUMENT

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## **GENERAL LIABILITY COVERAGE DOCUMENT**

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance, but is a Coverage Document evidencing liability coverage pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code and Chapter 119 of the Texas Local Government Code. Under this Coverage Document, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverage may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member. No part of this Coverage Document is subject to the Texas Insurance Code.

**VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION IV- DEFINITIONS

### **SECTION I – COVERAGE**

#### **COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **1. COVERAGE AGREEMENT**

- a. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of Bodily Injury or Property Damage to which this coverage applies. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.
- b. This coverage applies to Bodily Injury arising out of the condition or use of real property only if that real property is owned, rented to or controlled by the Named Member.
- c. Damages because of Bodily Injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the Bodily Injury.

## 2. EXCLUSIONS

This coverage does not apply to:

a. Expected or Intended Injury

Bodily Injury or Property Damage expected or intended from the standpoint of the Covered Person. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

b. Communicable Disease

Bodily Injury or Property Damage arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any Covered Person allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities.

c. Contractual Liability

Bodily Injury or Property Damage for which the Covered Person is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the Covered Person would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an Insured Contract, provided the Bodily Injury or Property Damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an Insured Contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a Covered Person are deemed to be damages because of Bodily Injury or Property Damage, provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same Insured Contract; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this coverage applies are alleged.

d. Liquor Liability

Bodily Injury or Property Damage for which any Covered Person may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the Covered Person is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

e. Workers' Compensation and Similar Laws

Any obligation of the Named Member or any Covered Person under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

Bodily Injury to:

- (1) An Employee of the Covered Person arising out of and in the course of:
  - (a) Employment by the Named Member; or
  - (b) Performing duties related to the conduct of the Named Member's business; or
- (2) The spouse, child, parent, brother or sister of that Employee as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the Covered Person may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



g. Pollution

- (1) Bodily Injury or Property Damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants:
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Covered Person. However, this subparagraph does not apply to:
    - (i) Bodily Injury if sustained within a building and caused by smoke, fumes, vapor or soot produced or originating from equipment used to heat, cool, or dehumidify that building;
    - (ii) Bodily Injury or Property Damage for which the Named Member may be held liable, if it is a contractor and the owner or lessee of such premises, site or location has been added to this Document as an additional Covered Person with respect to the Named Member's ongoing operations performed for that additional Covered Person at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Covered Person, other than that additional Covered Person; or
    - (iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.
  - (b) At or from any premises, site or location which is or was at any time used by or for any Covered Person or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Covered Person or any person or organization for whom the Named Member may be legally responsible; or
  - (d) At or from any premises, site or location on which any Covered Person or any contractors or subcontractors working directly or indirectly on any Covered Person's behalf are performing operations if the Pollutants are brought on or to the premises, site or location in connection with such operations by such Covered Person, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) Bodily Injury or Property Damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of Mobile Equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part

designed to hold, store or receive them. This exception does not apply if the Bodily Injury or Property Damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Covered Person, contractor or subcontractor;

(ii) Bodily Injury or Property Damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by the Named Member or on the Named Member's behalf by a contractor or subcontractor; or

(iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.

(e) At or from any premises, site or location on which any Covered Person or any contractors or subcontractors working directly or indirectly on any Covered Person's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants.

(2) Any Loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any Covered Person or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants; or

(b) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

However, this paragraph does not apply to liability for damages because of Property Damage that the Covered Person would have in the absence of such request, demand, order or statutory or regulatory requirement, or such Claim or Suit by or on behalf of a governmental authority.

#### h. Aircraft, Autos or Watercraft

Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any Aircraft, Auto or watercraft owned, operated by, rented, loaned to, or borrowed by a Covered Person. Use includes operation and Loading or Unloading.

This exclusion applies even if the Claims against a Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by a Covered Person if the Occurrence which caused the Bodily Injury or Property Damage involved the ownership, maintenance, use or entrustment to others of any Aircraft, Auto or watercraft that is owned or operated or rented or loaned to a Covered Person.

This exclusion applies to Bodily Injury or Property Damage arising out of the operation and maintenance of a Named Member owned airport and/or Airport Facilities by a private third party. This exclusion also applies to Property Damage to any Aircraft in the Named Member's custody or control while the Aircraft is attended, parked, or stored with the Named Member.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises the Named Member owns or rents;
- (2) Any watercraft the Named Member owns or rents, that is less than 26 feet long and is not being used to carry persons or property for a charge;
- (3) Any watercraft less than 26 feet long, which the Named Member does not own or rent, but only while being operated by a Covered Person in the course of his employment by or duties for the Named Member.
- (4) Parking an Auto on, or on the ways next to, premises the Named Member owns or rents, provided the Auto is not owned by or rented or loaned to any Covered Person;
- (5) Liability assumed under any Insured Contract for the ownership, maintenance or use of Aircraft or watercraft, except with respect to any aerial vehicle that is not controlled by a person from within or on the aerial vehicle; or
- (6) Bodily Injury or Property Damage arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of Mobile Equipment.

i. Mobile Equipment

Bodily Injury or Property Damage arising out of:

- (1) The transportation of Mobile Equipment by an Auto owned or operated by or rented or loaned to any Covered Person; or
- (2) The use of Mobile Equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Nuclear Energy

- (1) Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or
- (2) The explosion of any weapon employing atomic fission or fusion.

k. War

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

l. Damage to Property

Property Damage to:

- (1) Property that any Covered Person owns, rents, borrows, or occupies, including any costs or expenses incurred by the Covered Person, or any other person, organization, or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises that any Covered Person sells, gives away or abandons, if the Property Damage arises out of any part of those premises;
- (3) Property loaned to any Covered Person;
- (4) Personal property in the care, custody or control of any Covered Person;
- (5) That particular part of real property on which the Named Member or any contractors or subcontractors working directly or indirectly on the Named Member's behalf are performing operations, if the Property Damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because Your Work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to Property Damage (other than damage by fire) to premises, including the contents of such premises, rented to the Named Member for a period of 7 or fewer consecutive days. A separate limit of coverage applies to Damage to Premises Rented to the Named Member as described in Section V - Limits of Liability.

Paragraph (2) of this exclusion does not apply if the premises are Your Work and were never occupied, rented or held for rental by the Named Member.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to Property Damage included in the Products-Completed Operations Hazard.

m. Damage to Your Product

Property Damage to Your Product arising out of it or any part of it.

n. Damage to Your Work

Property Damage to Your Work arising out of it or any part of it and included in the Products-Completed Operations Hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Named Member's behalf by a subcontractor.

o. Damage to Impaired Property or Property Not Physically Injured

Property Damage to Impaired Property or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in Your Product or Your Work; or
- (2) A delay or failure by the Named Member or anyone acting on the Named Member's behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to Your Product or Your Work after it has been put to its intended use.

p. Recall of Products, Work or Impaired Property

Damages claimed for any Loss, cost or expense incurred by the Named Member or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) Your Product;
- (2) Your Work; or
- (3) Impaired Property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

q. Personal and Advertising Injury

Bodily Injury arising out of Personal and Advertising Injury.

r. Civil Rights Violations

Bodily Injury or Property Damage liability arising out of any Covered Person's actual or alleged violation of another person's state or federal civil rights.

s. Law Enforcement Activities

Bodily Injury or Property Damage arising from Law Enforcement Activities. For purposes of this exclusion, Law Enforcement Activities shall mean all activities performed within the scope of the official duties of the law enforcement officers, public officials, public employees, and volunteers of a law enforcement department or agency of the Named Member, and the performance by any other Covered Person of duties as a peace officer (whether on duty or off) or as a member of any law enforcement department or agency.

This exclusion does not apply to:

- (1) Claims arising out of the condition of real property or improvements thereon, owned or used by the Named Member for its Law Enforcement Activities.
- (2) Claims arising out of the provision of Medical Services by a Covered Person at a jail or other correctional facility operated by the Named Member, but only if the Covered Person is not a medical doctor or a physician's assistant.
- (3) Bodily Injury or Property Damage, excluding physical damage to the watercraft, arising out of the ownership, maintenance, operation, use, Loading or Unloading of any watercraft that the Named Member owns, rents or borrows, that is less than 26 feet long, but only while being operated by a Covered Person in the course of his Law Enforcement Activities for the Named Member.

t. Medical Services

Bodily Injury or Property Damage arising out of the rendering or failure to render Medical Services by a private third party including Medical Services administered by a private third party in any:

- (1) Jail or other correction facility owned and/or operated by a private third party;
- (2) Hospital owned and/or operated by a private third party; or

- (3) Nursing home owned and/or operated by a private third party.

For purposes of this exclusion, hospital has the meaning given in Texas Health & Safety Code § 241.003(7).

For purposes of this exclusion, nursing home means a licensed public institution to which Chapter 242, Health and Safety Code, applies.

- u. Professional Services

Bodily Injury or Property Damage arising out of activities of a Covered Person as an attorney-at-law, architect, engineer, accountant, physician, or other healthcare professional in the scope of their professional duties as such. This exclusion does not apply to Medical Services rendered by a jail nurse or emergency medical technician who is an Employee of the Named Member.

- v. Statutory Violations

Bodily Injury or Property Damage arising out of any willful violation of statute, ordinance or regulation committed by or with the knowledge or consent of the Covered Person.

- w. Strikes, Riots, Civil Commotions

Bodily Injury or Property Damage arising out of Claims arising out of strikes, riots or civil commotions.

- x. Taking, Condemnation or Possession of Property

Bodily Injury or Property Damage arising out of any taking, inverse condemnation or adverse possession of any property.

- y. State Responsibility

To any Claim, liability, Loss or Occurrence, for which the State of Texas:

- (1) Has the responsibility to pay or indemnify; or
- (2) Asserts a right to defend; or
- (3) Asserts a right to adjust, handle or settle.

- z. Employment-Related Claim

Bodily Injury or Property Damage arising out of any Claim made by anyone related to their employment, termination of employment, application for employment or any employment-related practice, policy, procedure, act, error or omission (such as coercion, demotion, failure to promote, evaluation, reassignment, transfer, discipline,

defamation, harassment, humiliation, discrimination, retaliation, assault, battery, invasion of privacy, malicious prosecution or tort of outrage directed at any person or the failure to provide any person with any benefits of employment, such as retirement, health, life and disability benefits or insurance) even if the injury-causing event occurs before, during or after employment, application for employment or any employment-related practice, policy, procedure, act, error or omission.

aa. Privacy or Security Event Liability and Expense Exclusion

- (1) This Coverage Part does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.
- (2) For purposes of this exclusion the following terms have the following meanings:

**Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- (a) Operated by and either owned by or leased to any Named Member or Covered Person; or
- (b) Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

**Personal Information** means an individual's name in combination with one or more of the following:

- (a) Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- (b) Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- (c) The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- (d) Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;



Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

**Privacy or Security Event** means:

- (a) The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or
- (b) A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.
- (c) A credible threat or series of credible threats directed at any Covered Person to: (1) release, divulge, disseminate, destroy, or use confidential information taken from the Covered Person; (2) introduce malicious code into a Computer System; (3) corrupt, damage, or destroy a Computer System; or (4) restrict or hinder access to a Computer System.
- (d) Financial loss as a result of a fraudulent instruction, funds transfer fraud, or telephone fraud.

bb. Perfluoroalkyl and Polyfluoroalkyl Substances Exclusion

- (1) Any Bodily Injury or Property Damage which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any Perfluoroalkyl or Polyfluoroalkyl Substance; or
- (2) Any Bodily Injury or Property Damage arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, any Perfluoroalkyl or Polyfluoroalkyl Substance by any Covered Person or by any other person or entity.
- (3) For purposes of this exclusion, Perfluoroalkyl or Polyfluoroalkyl Substance means any:
  - (a) chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to any:

- (i) polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursors chemicals, degradation products or by-products
- (ii) perfluoroalkyl acids, such as perfluorooctanoic acid and its salts, or perfluorooctane sulfonic acid and its salts;
- (iii) perfluoropolyethers;
- (iv) fluorotelomer-based substances; or
- (v) side-chain fluorinated polymers; or
- (b) good or product, including containers, materials, parts or equipment furnished in connection with any such good or product, that consists of or contains any chemical or substance described in paragraph (3)(a).

cc. Recording and Distribution of Material or Information in Violation of Law

Bodily Injury or Property Damage arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

dd. Racing

Bodily Injury or Property Damage arising out of any racing or demolition contest or stunting activity, whether professional, organized, or otherwise, or while practicing for such activity. This coverage also does not apply while an Auto is being prepared for such contest or activity.

## **COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. COVERAGE AGREEMENT**

- a. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of Personal and Advertising Injury to which this Coverage B applies. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.

### **2. EXCLUSIONS**

This coverage does not apply to:

- a. Personal and Advertising Injury caused by or at the direction of the Covered Person with the knowledge that the act would violate the rights of another and would inflict Personal and Advertising Injury;
- b. Personal and Advertising Injury arising out of oral or written publication of material, if done by or at the direction of the Covered Person with knowledge of its falsity;
- c. Personal and Advertising Injury arising out of oral or written publication of material whose first publication took place before the beginning of the coverage period;
- d. Personal and Advertising Injury arising out of a criminal act committed by or at the direction of any Covered Person;
- e. Personal and Advertising Injury for which the Covered Person has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Covered Person would have in the absence of the contract or agreement;
- f. Personal and Advertising Injury arising out of a breach of contract, except an implied contract to use another's advertising idea in the Named Member's Advertisement;
- g. Personal and Advertising Injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Named Member's Advertisement;
- h. Personal and Advertising Injury arising out of the wrong description of the price of goods, products or services stated in the Named Member's Advertisement;
- i. Personal and Advertising Injury to another Covered Person under this Document;
- j. Personal and Advertising Injury committed by a Covered Person whose business is advertising, broadcasting, publishing or telecasting, designing or determining content of websites for others, or an internet search, access content or service provider. However, this exclusion does not apply to Paragraphs 28. a., b. and c. of Personal and Advertising Injury under the Definitions Section. For the purposes of this exclusion, the

placing of frames, borders or links, or advertising, for the Named Member or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;

- k. Personal and Advertising Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants at any time;
- l. Personal and Advertising Injury arising out of a Covered Person's infringement of copyright, patent, trademark, trade secret or other intellectual property rights;
- m. Personal and Advertising Injury arising out of an electronic chat room or bulletin board a Covered Person hosts, owns, or over which a Covered Person exercises control;
- n. Personal and Advertising Injury arising out of the unauthorized use of another's name or product in the Named Member's or Covered Person's E-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers;
- o. Personal and Advertising Injury arising out of the ownership, maintenance, use or entrustment to others of any Aircraft owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person;
- p. Any Loss, cost or expense arising out of any:
  - (1) Request, demand or order that any Covered Person or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants; or
  - (2) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.
- q. Personal and Advertising Injury arising from Law Enforcement Activities. For purposes of this exclusion, Law Enforcement Activities shall mean all activities performed within the scope of the official duties of the law enforcement officers, public officials, public employees, and Volunteers of a law enforcement department or agency of the Named Member, and the performance by any other Covered Person of duties as a peace officer (whether on duty or off) or as a member of any law enforcement department or agency;
- r. Personal and Advertising Injury arising out of activities of a Covered Person as an attorney-at-law, architect, engineer, accountant, physician, or other healthcare professional, in the scope of their professional duties as such;
- s. Personal and Advertising Injury arising out of Claims brought about or contributed to by the alleged dishonesty of the Covered Person;

- t. Personal and Advertising Injury arising out of the scenarios described in exclusions b., k., r., v., w., x., y, z., aa., and cc. of Section I, Coverage A of this coverage document. All provisions of those exclusions apply to Personal and Advertising Injury as well as Bodily Injury and Property Damage.

## **COVERAGE C: MEDICAL PAYMENTS**

### **1. COVERAGE AGREEMENT**

- a. The Pool will pay medical expenses as described below for Bodily Injury caused by an Occurrence:
  - (1) On premises the Named Member owns or rents;
  - (2) On ways next to premises the Named Member owns or rents; or
  - (3) Because of the Named Member's operations;provided that:
  - (1) The expenses are incurred and reported to the Pool within one year of the date of the Occurrence; and
  - (2) The injured person submits to examination, at the Pool's expense, by physicians of the Pool's choice as often as the Pool reasonably requires.
- b. The Pool will make these payments regardless of fault. The amount the Pool will pay for these payments is limited as described in Section V - Limits of Liability. The Pool will pay reasonable expenses for:
  - (1) First aid administered at the time of an Occurrence;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.
- c. The Pool's payment of covered medical expenses under this Coverage does not constitute an admission of fault or liability by or on behalf of any Covered Person.
- d. No deductible applies.

## 2. EXCLUSIONS

The Pool will not pay expenses for Bodily Injury:

- a. To any Covered Person except Volunteers;
- b. To a person hired to do work for or on behalf of any Covered Person or a tenant of any Covered Person;
- c. To a person injured on that part of the premises the Named Member owns or rents that the person normally occupies;
- d. To a person, whether or not an Employee of any Covered Person, if benefits for the Bodily Injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
- e. To a person injured while practicing, instructing, or participating in any physical exercises, games, sports or athletic events;
- f. Included within the Products-Completed Operations Hazard; or
- g. Excluded under Coverage A.

## **COVERAGE D: EMPLOYEE BENEFITS LIABILITY**

### 1. COVERAGE AGREEMENT

- a. The Pool will pay on behalf of a Covered Person those sums which the Covered Person becomes legally obligated to pay as damages because of Claims made by the Named Member's Employees, former Employees, or the beneficiaries or legal representatives thereof, to which this Employee Benefits Liability coverage applies, because of any Wrongful Act of the Covered Person, or any other person for whose acts the Covered Person is legally liable, in the Administration of the Named Member's Employee Benefits Programs.
- b. This coverage applies only to Claims:
  - (1) Which are first brought against the Covered Person during the coverage period, and
  - (2) If, at the inception date of this Coverage Document, the Covered Person had no knowledge of and could not have reasonably foreseen any circumstances which might result in a Claim or Suit.

## 2. EXCLUSIONS

Employee Benefits Liability Coverage does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
- b. Bodily Injury, Property Damage, or Personal and Advertising Injury;
- c. Any Claim arising out of the failure of performance of contract by any insurer;
- d. Any Claim based upon the Covered Person's failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits or any similar law;
- e. Any Claim based upon: (1) failure of an investment to perform as represented; (2) errors in providing information on past performance of investment vehicles; or (3) advice given to any person with respect to investment choices, financial planning, or participation in any Employee Benefit Program;
- f. Any Claim based upon any actual or alleged error or omission or breach of duty in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974;
- g. Any Claim arising out of an insufficiency of funds to meet any obligations under an Employee Benefits Program;
- h. Any liability arising from the termination of an Employee Benefits Program;
- i. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
- j. Any Claim arising out of the scenarios described in exclusions z. and aa. of Section I, Coverage A of this coverage document. All provisions of those exclusions apply to Personal and Advertising Injury as well as Bodily Injury and Property Damage.

## 3. LIMITS OF LIABILITY AND DEDUCTIBLE

- a. The Limits of Liability are inclusive of a Claim against a Named Member for Employee Benefits Liability Coverage. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.
- b. Regardless of the number of persons making Claims, the number of Wrongful Acts, the number of benefits included in your Employee Benefits Programs, or the number of Covered Persons against whom Claims are made, the Limit of Liability stated in Section V - Limits of Liability is the most the Pool will pay for all damages incurred on account of all Occurrences during the coverage period.

- c. With respect to the limits of liability under this Employee Benefits Coverage the Pool's obligations to pay amounts and to defend Claims or Suits will only apply in excess of the applicable deductible of \$1,000 unless otherwise stated on the CCD. The Limits of Liability shall not be reduced by the amount of this deductible.
- d. All amounts expended by the Pool, or with the Pool's consent, in defending any Claim or Suit (including attorney's fees, expert witness fees, litigation expenses and costs of court), are includable within the deductible amount.

## **COVERAGE E: GARAGE KEEPER'S LIABILITY COVERAGE**

### **1. COVERAGE**

- a. The Pool will pay all sums that a Covered Person becomes legally obligated to pay up to the Pool's Limit of Liability as set forth in this coverage as damages for Loss to an Auto, Auto equipment, or any part of an Auto in the Named Member's custody or control while the Auto is attended, parked or stored in the Named Member's Garage Operations.

### **2. EXCLUSIONS**

- a. This Garage Keeper's 'Liability coverage does not apply to any of the following:
  - (1) Contractual Obligations – Liability resulting from any agreement by which a Covered Person accepts responsibility for Loss. This exclusion does not apply to liability for damages that the Covered Person would have in the absence of the contract or agreement;
  - (2) Theft – Loss due to theft or conversion caused in any way by any Covered Person or any Covered Person's Employees;
  - (3) Defective Parts – Defective parts or materials; or
  - (4) Faulty work – Faulty work any Covered Person performs.
- b. The Pool will not pay for Loss to any of the following:
  - (1) Tape decks or other sound reproducing equipment unless permanently installed in an Auto;
  - (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment;
  - (3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the Auto manufacturer for the installation of a radio; or



- (4) Equipment designed or used for the detection or location of radar.
- c. The Pool will not pay for Loss caused by or resulting from any of the following unless caused by other Loss that is covered.
  - (1) Wear and tear, freezing, mechanical or electrical breakdown; or
  - (2) Blowouts, punctures or other road damage to tires.
  - (3) Wind, hail, lightning strikes, flood damage, or any other natural disaster.
- d. This coverage does not apply to Loss due to theft of an Auto or any portion of an Auto or contents of the Auto:
  - (1) When the lot where Autos are located is not protected at all entrances, exits, openings and the entire perimeter by fences, gates, or heavy chains and locks; or
  - (2) When the building where Autos are located is not protected with locked and secured openings.
- e. This coverage does not apply to Loss to an Auto arising out of the ownership, operation, maintenance or use of any Auto in the Named Member's Garage Operations.
- f. This coverage does not apply to Loss to an Auto arising out of any repossession of any Auto not owned by the Named Member.

### 3. LIMITS OF LIABILITY

Regardless of the number of Autos, Covered Persons, contributions paid, Claims made or Suits brought, the most the Pool will pay at any one location for any one Occurrence is limited as described in Section V - Limits of Liability.

### 4. DEDUCTIBLE

For each Auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$1,000 unless otherwise stated in the CCD.

### 5. LOSS ADJUSTMENT AND SETTLEMENT

The most the Pool will pay under the provisions of this Garage Keeper's Liability coverage for any one Loss at any one location, regardless of the number of Autos, is the lesser of:

- a. The actual cash value of the damaged Auto at the time of Loss;
- b. The cost of repairing the Auto(s) to the condition that existed before the Loss;

- c. The amount awarded or ordered by settlement agreement or judgment as a result of the Loss; or
- d. The Named Member's Limit of Liability as described in Section V - Limits of Liability.

#### **COVERAGE F: PRODUCTS-COMPLETED OPERATIONS HAZARD**

- 1. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of all Bodily Injury and Property Damage occurring away from premises the Named Member owns or rents and arising out of Your Product or Your Work except:
  - a. Products that are still in the Named Member's physical possession; or
  - b. Work that has not yet been completed or abandoned. However, Your Work will be deemed completed at the earliest of the following times:
    - (1) When all of the work called for in the Named Member's contract has been completed;
    - (2) When all of the work to be done at the job site has been completed if the Named Member's contract calls for work at more than one job site; or
    - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- 2. The Pool will not pay for Bodily Injury or Property Damage arising out of:
  - a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Named Member, and that condition was created by the Loading or Unloading of that vehicle by any Covered Person;
  - b. The existence of tools, uninstalled equipment or abandoned or unused materials.

#### **COVERAGE G: CRISIS MANAGEMENT COVERAGE**

##### **1. COVERAGE**

- a. The Pool will pay on behalf of the Named Member reasonable and necessary Crisis Management Expenses incurred because of a Crisis Event to which this coverage applies.
- b. If a Workplace Violence Event occurs at any premises of the Named Member during the coverage period shown in the CCD, the Pool will pay on behalf of the Named Member

reasonable and necessary Workplace Violence Counseling Expenses incurred for the emotional counseling for any Covered Person.

## 2. LIMITS OF LIABILITY

- a. Regardless of the number of Crisis Events, the Limit of Liability stated in Section V - Limits of Liability is the most the Pool will pay for all Crisis Management Expenses and Workplace Violence Counseling Expenses during the coverage period.

## 3. DEFINITIONS

The following definitions apply to this coverage:

- a. Crisis Event means an emergency situation, which results in or there is imminent risk of significant adverse news media coverage about the Named Member, including but not limited to:
  - i. Intentional acts, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism;
  - ii. Collapse of a building, structure or equipment;
  - iii. An automobile, watercraft or aircraft accident;
  - iv. Spread of food-borne illness; or
  - v. An explosion.

All related acts committed by one or more individuals shall be considered one Crisis Event.

- b. Crisis Management Expenses means those expenses incurred for services provided by a Crisis Management Firm. However, this shall not include compensation, fees, benefits, overhead, charges, or expenses of any Covered Person, nor any expenses that are payable on the Named Member's behalf or reimbursable to the Named Member under any other valid and collectible insurance. This also shall not include legal fees and expenses incurred by the Named Member for legal advice or services sought in anticipation of, or upon actual receipt of, a claim alleging liability arising out of a Crisis Event.
- c. Crisis Management Firm means any independent qualified services provider hired by the Named Member that is acceptable to the Pool. The Pool's consent will not be unreasonably withheld.
- d. Workplace Violence Event means any intentional use of or threat to use deadly force by any person, with intent to cause harm and results in bodily injury sustained by any Covered Person or any other person while on the Named Member's premises.

- e. Workplace Violence Counseling Expenses means the cost of hiring an independent professional counseling firm for the provision of counseling services to any Covered Person.

#### 4. CONDITIONS

The following conditions are applicable to this coverage and in addition to any similar conditions in the Coverage Document.

- a. The Named Member must notify the Pool by telephone as soon as practicable, but within forty-eight (48) hours of a Crisis Event or Workplace Violence Event which may result in Crisis Management Expenses and/or Workplace Violence Counseling Expenses.
- b. Thereafter, the Named Member must provide written notice, as soon as practicable, but no later than ninety (90) days after the Crisis Event or Workplace Violence Event was initiated. To the extent possible this written notice should include:
  - 1. How, when and where the event took place;
  - 2. Names and addresses of affected individuals and witnesses; and
  - 3. The nature and location of any injury or damage arising out of the event.

If Crisis Management Expenses or Workplace Violence Counseling Expenses provided by this coverage are also provided to a Named Member by any other Coverage Document by the Pool, the maximum limit of liability with respect to that Named Member shall be the maximum limit of liability applicable under any one Coverage Period.

All other terms and conditions of the Coverage Document remain the same.

### SECTION II – ADDITIONAL COVERAGE PROVISIONS

#### 1. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

- a. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Covered Person seeking Damages potentially covered by Coverages A, B, D, E or F of this Coverage Document, except that the Pool's duty to defend shall terminate:
  - (1) If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
  - (2) If we have paid the full amount of the Limits of Liability or sublimits applicable to the Claim; or

- (3) If the Covered Person breaches any duty or condition under this Coverage Document
- b. If a Claim alleges a cause of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Covered Person against those causes of action which are not covered. If the Pool elects to defend the Covered Person against the non-covered causes of action, the Pool will notify the Covered Person of its decision.
  - c. The Pool shall have the right to control the defense of any Claim, including the right to select additional counsel for any Covered Person. The Covered Person may retain its own counsel at their own expense, but the Pool retains the exclusive right to control the defense.
  - d. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Covered Person.
  - e. The Pool shall have no obligation to pay sums the Covered Person shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Named Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Covered Person or Damages sought from the Covered Person includes both covered and uncovered matters, the Pool and the Named Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Named Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Named Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.
  - f. The Pool has no duty to defend a Covered Person before a Claim is presented.
    - (1) Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
    - (2) If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to

the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

- (3) Pre-Claim involvement of the Pool under (f)(1) or f(2) shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under (f)(1) or (f)(2).

- g. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Wrongful Act of any Covered Person. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
- h. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion without the consent of the Covered Person. The determination by the Pool as to any settlement and as to the reasonableness of the settlement and Claims Expenses shall be conclusive on the Covered Person and the Named Member.
- i. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Covered Persons, the Pool may, in its sole discretion, tender the remaining Limits of Liability applicable to that Claim available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in exhaustion of, the applicable Limit of Liability for that coverage under the CCD.

## 2. SUPPLEMENTARY PAYMENTS FOR COVERAGES A, B, D, E, F, AND G

- a. The Pool will pay, with respect to any Claim the Pool investigates or settles, or any Suit against a Covered Person the Pool defends:
  - (1) All expenses the Pool incurs.
  - (2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. The Pool does not have to furnish these bonds.
  - (3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage, except that the Pool will not pay for any bond required in order to appeal an adverse judgment which the Pool has decided not to appeal. The Pool does not have to furnish these bonds.

- (4) All costs taxed against the Covered Person in the Suit. However, these payments do not include attorney's fees or attorney's expenses taxed against the Covered Person.
- (5) Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before the Pool has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
- (7) Expenses incurred by a Covered Person for first aid to others at the time of an accident, for Bodily Injury to which this Document applies.

These supplementary payments will not reduce the Limits of Liability.

- b. If the Pool defends a Covered Person against a Suit and an indemnitee of the Covered Person is also named as a party to the Suit, the Pool will defend that indemnitee if all of the following conditions are met:
  - (1) The Suit against the indemnitee seeks damages for which the Covered Person has assumed the liability of the indemnitee in a contract or agreement that is an Insured Contract;
  - (2) This coverage applies to such liability assumed by the Covered Person;
  - (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Covered Person in the same Insured Contract;
  - (4) The allegations in the Suit and the information the Pool knows about the Occurrence are such that no conflict appears to exist between the interests of the Covered Person and the interests of the indemnitee;
  - (5) The indemnitee and the Covered Person ask the Pool to conduct and control the defense of that indemnitee against such Suit and agree that the Pool can assign the same counsel to defend the Covered Person and the indemnitee; and
  - (6) All provisions of Section II.1 - Defense, Settlement, and Allocation of Damages, and Section VI.3 - Duties in the Event of Occurrence, Wrongful Act, Claim or Suit, apply to the indemnitee.

So long as the above conditions are met, attorneys' fees incurred by the Pool in the defense of that indemnitee, necessary litigation expenses incurred by the Pool and necessary litigation expenses incurred by the indemnitee at the Pool's request will be paid as supplementary payments. Notwithstanding the provisions of Paragraph 2.c.(2) of Section I - Coverage A -

Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for Bodily Injury and Property Damage and will not reduce the Limits of Liability.

A single Limit of Liability applies to Covered Persons and all indemnitees. The Pool's obligation to defend a Covered Person's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when:

- (1) The Pool has used up the applicable Limit of Liability in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the conditions described in Paragraph (6) above, are no longer met.

### **SECTION III - WHO IS A COVERED PERSON**

Each of the following is a Covered Person:

1. The Named Member.
  2. The Named Member's Officials, Employees and Volunteers, but only for acts within the scope of their employment by the Named Member or while performing duties related to the conduct of the Named Member's business. However, none of these Officials, Employees or Volunteers is a Covered Person for:
    - a. Bodily Injury or Personal and Advertising Injury:
      - (1) To the Named Member or another of its Officials, Employees or Volunteers while performing duties related to the conduct of the Named Member's business;
      - (2) To the spouse, child, parent, brother or sister of that other Official, Employee or Volunteer, as a consequence of Paragraph a. (1) above;
      - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a. (1) or a. (2) above; or
    - b. Property Damage to property:
      - (1) Owned, occupied or used by,
      - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,
- the Named Member or any of its Officials, Employees or Volunteers.



3. The Covered Person's legal representative if the Covered Person dies, but only with respect to duties as such. That representative will have all the Covered Person's rights and duties under this Coverage Document.
4. With respect to Mobile Equipment registered in the Named Member's name under any motor vehicle registration law, any person is a Covered Person while driving such equipment along a public highway with the Named Member's permission. Any other person or organization responsible for the conduct of such person is also a Covered Person, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is a Covered Person with respect to:
  - a. Bodily Injury to a co-Employee of the person driving the equipment; or
  - b. Property Damage to property owned by, rented to, in the charge of or occupied by the Named Member, its Officials, Employees or Volunteers, or the employer of any person who is a Covered Person under this provision.

#### **SECTION IV – DEFINITIONS**

1. **Administration** means:
  - a. Providing information to Employees, including their dependents and beneficiaries, with respect to eligibility for or scope of Employee Benefits Programs;
  - b. Handling records in connection with an Employee Benefits Program; or
  - c. Effecting continuing, or termination any Employee's participation in any benefit included in an Employee Benefit Program.

However, Administration does not include handling payroll deductions.
2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the Named Member's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communications; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an Advertisement.
3. **Aircraft** means any machine capable of flight, including but not limited to an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

4. **Airport Facilities** means any and all airport property including buildings and facilities for passengers and for maintenance of Aircraft.
5. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But Auto does not include Mobile Equipment
6. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
7. **Claim** means with respect to Coverages A, B, C, E, F and G, a demand or Suit against a Covered Person for money Damages or services and with respect to Coverage D, any of the following that arise out of the Administration of the Named Member's Employee Benefits Programs:
  - a. A demand or Suit against a Covered Person for money Damages or services, or
  - b. the filing of a Suit or the initiation of an arbitration proceeding, naming a Covered Person, and seeking damages for any actual or alleged negligent act, negligent error, or negligent omission. More than one Claim that arises out of the same act, error, or omission, or the same series of acts, errors, or omissions, will be considered a single Claim and will be included within the earliest Claim that arose out of that act, error, or omission, or series of acts, errors, or omissions.
8. **Claims Expenses** means:
  - a. Fees incurred by the Pool for an attorney designated by the Pool;
  - b. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
  - c. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool.
9. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.
10. **Contribution and Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.
11. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements.

12. **Covered Person** means any person or organization qualifying as a Covered Person in Section III – Who Is A Covered Person.
13. **Damages** means actual and compensatory money damages, and punitive damages, arising out of an error, omission or negligent act of the Covered Person, and does not include:
- a. Penalties, fines, or sanctions under any federal or state law;
  - b. Attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from a Covered Person without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Covered Person which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document;
  - c. Any consequential damages not flowing directly and immediately from an Occurrence but that result indirectly from such Occurrence.
14. **Employee** means:
- a. An officer of a Named Member;
  - b. Any natural person while in the Named Member's service whom the Named Member has the right to direct and control while performing services for the Named Member:
    - (1) While that person is providing services on a full time, part time or temporary basis; or
    - (2) Whom the Named Member compensates directly by salary, wages or commissions.
  - c. Leased Workers
15. **Employee Benefits Program** means a program providing some or all of the following benefits to Employees:
- a. Group life insurance, group accident or health insurance, dental, vision, and hearing plans, and flexible spending accounts;
  - b. Profit sharing plans, pension plans, and Employee savings plans;
  - c. Workers' compensation, unemployment insurance, social security and disability benefits;

- d. Employee travel, vacation or savings plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - e. Any other similar benefits.
16. **Garage Operations** means the ownership, maintenance or use of locations for parked or stored Autos not owned by the Named Member which have been confiscated or impounded by the Named Member.
17. **Hostile Fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
18. **Impaired Property** means tangible property, other than Your Product or Your Work, that cannot be used or is less useful because:
- a. It incorporates Your Product or Your Work that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. The Named Member has failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by: (1) the repair, replacement, adjustment or removal of Your Product or Your Work; or (2) the Named Member's fulfilling the terms of the contract or agreement.
19. **Insured Contract** means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the Named Member or temporarily occupied by the Named Member with permission of the owner is not an Insured Contract;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to the Named Member's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Member assumes the tort liability of another party to pay for Bodily Injury or Property Damage to a third person or

organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for Bodily Injury or Property Damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the Covered Person, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Covered Person's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

20. **Leased Worker** means a person leased to the Named Member by a labor leasing firm under an agreement between the Named Member and the labor leasing firm, to perform duties related to the conduct of the Named Member's business.

21. **Loading or Unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an Aircraft, watercraft or Auto;
- b. While it is in or on an Aircraft, watercraft or Auto; or
- c. While it is being moved from an Aircraft, watercraft or Auto to the place where it is finally delivered; but Loading or Unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the Aircraft, watercraft or Auto.

22. **Loss** means direct and accidental Loss or damage. For Garage Keeper's Liability coverage only, Loss also includes any resulting loss of use.

23. **Medical Services** means:

- a. Any medical, surgical, psychiatric, psychological, dental, x-ray, nursing, therapeutic, emergency medical, or other similar services or treatments;
- b. The prescription, dispensation or furnishing of food, beverages, drugs, therapies, or medical, dental or surgical supplies, equipment or appliances in connection therewith; or
- c. Actions by administrative personnel, involving the hiring, credentialing, training, scheduling, discipline, firing or other supervision of persons rendering Medical Services, as described in 23.a. and 23.b. above.

24. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes but is not limited to the following:

- a. Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises the Named Member owns or rents. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or leased by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning.
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

25. **Named Member** means a county or other political subdivision so designated in the CCD.
26. **Occurrence** means an accident or offense, including continuous or repeated exposure to substantially the same general harmful conditions.
27. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.
28. **Personal and Advertising Injury** means injury, including consequential Bodily Injury, arising out of one or more of the following offenses, provided the offense arises out of the Named Member's business:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in the Named Member's Advertisement; or
  - g. Infringing upon another's copyright, trade dress or slogan in the Named Member's Advertisement.

29. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

30. **Property Damage** means:

- a. Physical injury to tangible property owned by the Named Member, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the Occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

31. **Suit** means a civil proceeding in which Damages to which this coverage applies are alleged. Suit includes:

- a. An arbitration proceeding in which such damages are claimed and to which the Covered Person must submit or does submit with the Pool consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Covered Person submits with the Pool's consent.

32. **Temporary Worker** means a person hired by the Named Member as an Employee to substitute for a permanent Employee on leave or to meet seasonal or short-term workload conditions.

33. **Volunteer** means a person who is neither an Official nor an Employee of the Named Member, but who donates his or her work and acts at the direction and control of and within the scope of duties determined by the Named Member, and who is not paid a fee, salary, or other commission by the Named Member or anyone else for the work performed for the Named Member. Volunteer does not include independent contractors.

34. **Your Product** means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) The Named Member;
  - (2) Others trading under the Named Member's name; or



- (3) A person or organization whose business or assets the Named Member has acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Product; and
- b. The providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

35. **Your Work** means:

- a. Work or operations performed by the Named Member or on the Named Member's behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Work; and
- b. The providing of or failure to provide warnings or instructions.

36. **Wrongful Act** means any negligent act, negligent error or negligent omission by a Covered Person in the Administration of the Named Member's Employee Benefits programs, but only if the Covered Person was acting within the scope of authority granted by the Named Member.

## SECTION V – LIMITS OF LIABILITY

- 1. The Pool will pay all sums per Occurrence, up to the Pool's Limits of Liability as set forth in the CCD or otherwise stated in this section regardless of the number of Covered Persons, Claims made or Suits brought, or persons or organizations making Claims or bringing Suits, for the following:
  - a. Bodily Injury and Property Damage under Coverage A to which this coverage applies, arising out of an Occurrence.
  - b. Damage to Premises Rented to the Named Member under Coverage A is subject to a limit of \$100,000 for damages because of Property Damage to any one premises while rented to the Named Member, or in the case of damage by fire, while rented to the

Named Member or temporarily occupied by the Named Member with permission of the owner.

- c. Personal and Advertising Injury under Coverage B to which this coverage applies, arising out of an Occurrence.
  - d. The Medical Expense Limit under Coverage C is \$5,000 for all medical expenses because of Bodily Injury sustained by any one person and any payments made under Coverage C will erode the limits as listed on the CCD for Coverage A.
  - e. The Employee Benefits Liability Limit under Coverage D is \$500,000 per coverage period.
  - f. The Garage Keeper's Liability Coverage Limit under Coverage E is \$50,000 per coverage period.
  - g. Products-Completed Operations Hazard Coverage Limit under Coverage F is \$100,000 per Occurrence. For the purposes of Coverage F, Occurrence specifically means the completion or abandonment of Your Product or Your Work which allegedly causes the Bodily Injury or Property Damage.
  - h. Crisis Management Coverage Limit under Coverage G is \$100,000 per coverage period.
- 2. The Limits of Liability apply separately to each consecutive annual coverage period and to any remaining period of less than 12 months, starting with the beginning of the coverage period shown in the CCD, unless the coverage period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding coverage period for purposes of determining the Limits of Liability.
  - 3. Tender by the Pool, under Section II.1.i, of an amount that would exhaust the Limits of Liability applicable to that Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amount for Damages or Claims Expenses with regard to that Claim.
  - 4. The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the CCD shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD or within this Coverage Document. A Covered Person, other than the Named Member, has no individual responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which

fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section II.1.f involving each Covered Person and shall include payments for Damages and Claims Expenses.

5. Claims Expenses shall not be deducted from the Limits of Liability.

## **SECTION VI - GENERAL LIABILITY CONDITIONS**

This General Liability Coverage Document and, unless otherwise indicated therein, all other forms and endorsements forming a part of this Coverage Document are subject to the following Conditions:

### **1. COVERAGE TERRITORY, COVERAGE PERIOD**

Each of the following must take place in the coverage territory and during the coverage period:

- a. For Coverages A, B, C, E, and F, the Occurrence which causes the Bodily Injury, Property Damage, Personal and Advertising Injury, or Loss;
- b. For Coverage G, the Crisis Event.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada;
- e. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a.-d., above; or
- f. All parts of the world if:
  - (1) The injury or damage arises out of:
    - (a) Goods or products made or sold by the Named Member in the territory described in a. above; or
    - (b) The activities of a Covered Person whose home is in the territory described in a. above, but is away for a short time on the Named Member's business; and

- (2) The Covered Person's responsibility to pay damages is determined in a Suit on the merits, in the territory described in a.-d. above or in a settlement the Pool agrees to.

## 2. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

## 3. DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT

- a. The Named Member and any Covered Person involved must notify the Pool as soon as practicable of an Occurrence or Wrongful Act which may result in a Claim. To the extent possible, notice should include:
  - (1) How, when and where the Occurrence or Wrongful Act took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the Occurrence or Wrongful Act.
- b. If a Claim is made or Suit is brought against any Covered Person, the Named Member and the Covered Person involved must immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Covered Person or by the Covered Person's representative, along with a precise statement to the Pool of when the demand, notice, summons, or other process was received, and by whom it was received.
- c. The Named Member and any other involved Covered Person must also:
  - (1) Authorize the Pool to obtain records and other information;
  - (2) Cooperate with the Pool in the investigation or settlement of the Claim or defense against the Suit; and
  - (3) Assist the Pool, upon the Pool's request, in the enforcement of any right against any person or organization which may be liable to the Covered Person because of injury or damage to which this coverage may also apply.
- d. No Covered Person will, except at that Covered Person's own cost, voluntarily make a payment, settle any Claim or action, assume any obligation, or incur any expense, other than for first aid, without the Pool's consent. Any voluntary payments made or expenses incurred shall be the sole obligation of the Covered Person.

- e. No Covered Person will, without the Pool's written consent:
  - (1) Assume or admit any liability; or
  - (2) Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document. Any liability admitted, assumed or settled, or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Covered Person against that Claim.
- f. In connection with any investigation the Pool may make regarding the applicability of this coverage for any Claim or Suit under this Coverage Document, or the nature or extent of a Claim or Suit payable under this Coverage Document, the Named Member and Covered Person involved agree to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

#### 4. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

#### 5. LEGAL ACTION AGAINST THE POOL

- a. No one may bring a legal action against the Pool under this Coverage Document unless there has been full compliance with all the terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or Suit or proceeding involving this Coverage Document until the amount of the Covered Person's liability has been finally determined either by: (a) final judgment against the Covered Person by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal being taken; or (b) by an agreed settlement and release of liability signed by the Pool, the Covered Person and the claimant or the claimant's legal representative.
- b. Nothing contained in this Coverage Document shall give a Covered Person or any person, firm, corporation, or organization other than the Pool any right to join the Pool as a party in any action to determine a Covered Person's liability.
- c. Any action against the Pool by a Covered Person or any other person must be brought within two years and one day after the cause of action accrues.

6. TRANSFER OF THE NAMED MEMBER'S RIGHTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

- a. A Covered Person's rights and duties under this Coverage Document may not be transferred without the Pool's written consent, except in the case of death of an individual Covered Person.
- b. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

7. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover damages from another, those rights are transferred to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Occurrence or Loss to impair them.

8. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person's behalf.

9. CONTRIBUTIONS

- a. All Contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of Contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.
- b. The Named Member shall pay promptly all Contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.
- c. The Named Member will be the payee for any return Contributions or other payments the Pool pays.
- d. If during the coverage period, there is a material change in the Named Member's operations, premises owned or other risks or hazards covered by this Coverage Document, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the Contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned Contribution thus computed exceeds the

advance Contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

#### 10. CANCELLATION OR NON-RENEWAL

- a. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions or fraud in the obtaining of coverage, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.
- b. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.
- c. Notice of cancellation by the Named Member must be addressed to:  
  
Texas Association of Counties Risk Management Pool  
Attn: Member Services  
P.O. Box 2131  
Austin, Texas 78768-2131
- d. The Pool may cancel or non-renew this Coverage Document:
  - (1) For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
  - (2) If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;
  - (3) For fraud in the obtaining of coverage;
  - (4) If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
  - (5) If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
  - (6) If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool;
  - (7) For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

- e. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of Contributions, such cancellation shall be effective at 12:01 a.m. on the tenth (10<sup>th</sup>) day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- f. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

#### 11. RETAINED CONTRIBUTION PROPORTIONS

- a. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the Contribution.
- b. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the Contribution.

#### 12. CHANGES

The Named Member is authorized to make changes in the terms of this Coverage Document only with consent of the Pool's duly-authorized representative. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

#### 13. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

#### 14. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the Administration of the Pool.

#### 15. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

- a. Make inspections and surveys at any time;



- b. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and/or facilities;
- c. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## 16. OTHER INSURANCE OR COVERAGE

If other valid and collectible insurance or liability coverage is available to the Covered Person for a Claim or Loss the Pool covers under Coverages A, B, D, E or F of this Coverage Document, the Pool's obligations are limited as follows:

### a. Primary Coverage

This coverage is primary except when b. below applies. If this coverage is primary, the Pool's obligations are not affected unless any of the other insurance or coverage is also primary. Then, the Pool will share with all other insurance by the method described in c. below.

### b. Excess Coverage

This coverage is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for Your Work;
  - (b) That is Fire insurance for premises rented to the Named Member or temporarily occupied by the Named Member with permission of the owner;
  - (c) That is insurance purchased by the Named Member to cover the Named Member's liability as a tenant for Property Damage to premises rented to

the Named Member or temporarily occupied by the Named Member with permission of the owner; or

- (d) If the Loss arises out of the maintenance or use of Aircraft, Autos or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
  - (e) For Coverage D, any insurance that applies to an act, error, or omission on other than a claims-made basis.
- (2) Any other primary insurance or coverage available to the Named Member covering liability for damages arising out of the premises or operations for which the Named Member has been added as an additional insured or Covered Person by attachment of an endorsement.

When this coverage is excess, the Pool will have no duty under Coverages A, B, D, E or F to defend the Covered Person against any Suit if any other insurer has a duty to defend the Covered Person against that Suit. If no other insurer defends, the Pool will undertake to do so, but the Pool will be entitled to the Covered Person's rights against all those other insurers.

When this coverage is excess over other insurance, the Pool will pay only the Pool's share of the amount of the Loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the Loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

The Pool will share the remaining Loss, if any, with any other insurance that is not described in this Excess Coverage provision and was not bought specifically to apply in excess of the Limits of Liability shown in the CCD of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits Contribution by equal shares, the Pool will follow this method also. Under this approach each the Pool and each insurer contributes equal amounts until they have paid their applicable limit of coverage and/ or insurance, or none of the Loss remains, whichever comes first.

If any of the other insurance does not permit Contribution by equal shares, the Pool will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or coverage to the total applicable limits of insurance and coverage of all insurers.

17. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

18. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage Document issued to the Named Member by the Pool apply to the same, Occurrence, Wrongful Act or Loss the aggregate maximum limit of liability under all such coverage Documents shall not exceed the highest applicable limit of liability under any one coverage Document. This condition does not apply to any coverage Document issued by the Pool specifically to apply as excess insurance over this Coverage Document. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

19. SEPARATION OF COVERED PERSONS

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Document to the first Named Member, this coverage applies:

- a. As if each Covered Person were the only Covered Person; and
- b. Separately to each Covered Person against whom Claim is made or Suit is brought.

20. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

21. COMPLIANCE WITH CONDITIONS

If any Covered Person fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Occurrence or action in connection with which such breach occurred.

## 22. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

## 23. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.



# TEXAS ASSOCIATION *of* COUNTIES

## RISK MANAGEMENT POOL

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### LAW ENFORCEMENT LIABILITY COVERAGE DOCUMENT

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## **LAW ENFORCEMENT LIABILITY COVERAGE**

**THIS IS A CLAIMS MADE COVERAGE DOCUMENT.  
PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.**

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable each Member to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a Pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

Except as may otherwise be provided, the coverage provided by this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II- DEFINITIONS

### **SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE**

In consideration of the Member's contribution to the Pool and in reliance upon the representations made by Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

#### **A. WHAT WE WILL PAY**

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, including Section I.B., below, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses by reason of errors, omissions or negligent acts stated in a Claim, which arise out of the conduct of Law Enforcement Activities of Member and result in:

Personal Injury;  
Bodily Injury;  
Property Damage; or  
Violation of Civil Rights

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;

2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);
3. The error, omission or negligent act for which Claim is first made happened during the Coverage Document Period or on or after the retroactive date in the CCD; provided, however that if the error, omission or negligent act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and
4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any error, omission or negligent act was likely to result in a Claim being made against any Member.

## B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim arising out of the categories of conduct enumerated above brought against the Member, alleging an error, omission or negligent act and seeking Damages potentially covered by this Coverage Document, except that the Pool's duty to defend shall terminate:
  - a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
  - b. If the Member committed, or is identified as the perpetrator of, fraudulent, dishonest, reckless, malicious or criminal acts or omissions;
  - c. If we have paid the full amount of the Limits of Liability or sublimits applicable to the Claim or on Aggregate; or
  - d. If the Member breaches any duty or condition under this Coverage Document.
2. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a fraud, dishonesty, reckless, malicious or criminal act or omission Claim against a Member that is excluded under Section IV.A.2; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member who did not commit, or is not identified as the perpetrator of, the fraudulent, dishonest, reckless, malicious or criminal act or omission.
3. If a suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Member against those causes of action which are not covered. If the Pool elects not to defend the Member against the non-covered causes of action, the Pool will notify the Member of its decision.
4. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Member. The Member may retain additional counsel at its own expense, but the Pool retains the exclusive right to control the defense.
5. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Member.
6. The Pool shall have the right to incur Claims Expenses and to make an investigation of any Claim or suit as may be deemed expedient by the Pool.

7. The Pool has no duty to defend a Member before a Claim is presented.
  - a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
  - b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
  - c. Pre-Claim involvement of the Pool under 7.a or 7.b shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 7.a or 7.b.
8. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Law Enforcement Activity of the Member. Should the Pool elect to defend, monitor or participate under this provision, this election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
9. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member.
10. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member include both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.
11. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named



Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in the exhaustion of, the Aggregate under the CCD.

## SECTION II – DEFINITIONS

- A. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
- B. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.
- C. **Bodily Injury** means physical injury to any person (including death) and mental anguish associated with or arising from a physical injury.
- D. **Civil Rights** means a person's rights under the United States constitution or any state constitution, or laws affording a right of action for Damages by reason of invasion of a Civil Right or liberty.
- E. **Claim** means a demand received by the Member specifically for money Damages, including punitive or exemplary Damages, against the Member.

Claims based on or arising out of the same error, omission, or negligent act or interrelated errors, omissions or negligent acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

- F. **Claims Expenses** means:
  - 1. Fees incurred by the Pool for an attorney designated by the Pool;
  - 2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
  - 3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by the Member of written consent from the Pool; and
  - 4. Expenses incurred where the Pool, in accordance with Section I.B.7.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

- G. **Contribution and Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.
- H. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.
- I. **Coverage Document Period** means that one-year period designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

- J. **Damages** means actual and compensatory money damages, Nominal Damages, and punitive damages, arising out of an error, omission or negligent act of the Member, and does not include:
1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, taxes, monies or fees collected or received by the Member, or any similar types of damages, or restitution of any kind or any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;
  2. any damages resulting from harm to or interference with property of any Member or any employee, agent or volunteer of the Member arising out of activity with or employment by the Member, including loss of use of property;
  3. any damages resulting from property seized, held, auctioned or sold by the Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;
  4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the Member; or
  5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from the Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory Damages, or to any demand or matter not covered under this Coverage Document; or
  6. any consequential damages for losses not flowing directly and immediately from an error, omission or negligent act of the Member but that result indirectly from such error, omission or negligent act.

- K. **Effective Date** means the date the Coverage Document becomes effective in a Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.
- L. **Law Enforcement Activity** means all activities performed within the scope of the official duties of the law enforcement officers, public employees, public officials, and volunteers of each law enforcement department or agency set forth in the CCD.
- M. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include per Claim limits, any applicable sublimits, and Aggregate limits.
- N. **Member** means only the following:
1. The Named Member;
  2. Each law enforcement department or agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;
  3. The individual law enforcement officers or other employees or volunteers of each law enforcement department or agency set forth in the CCD as are regularly employed and officially engaged in Law Enforcement Activities for the law enforcement department or agency.
  4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:
    - a. The law enforcement departments or agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or
    - b. Public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of law enforcement departments or agencies named in the CCD.
  5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.
- O. **Named Member** means a county or other political subdivision so designated in the CCD.
- P. **Nominal Damages** means compensatory damages in an amount of \$100 or less, or those damages which are awarded not to compensate for an actual loss or injury but only to recognize a violation of rights.

Q. **Notice of Claim** means one of the following, whichever occurs first:

1. For a lawsuit against a Member, notice of the suit by service of process or otherwise; or
2. A Member obtains or receives knowledge or has reason to believe that any error, omission or negligent act may reasonably be expected to result in a Claim.

R. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document, subject to the conditions as set forth in Section VI of this Coverage Document.

S. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

T. **Personal Injury** means:

1. False arrest, false imprisonment, wrongful detention, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, or malicious prosecution;
2. Wrongful or improper service of process; and
3. Libel, slander, defamation of character, or violation of an individual's right of privacy.

U. **Pool** means the Texas Association of Counties Risk Management Pool.

V. **Property Damage** means:

1. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
2. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the error, omission or negligent act that caused it;

For the purposes of this Coverage Document, data, including information, facts or programs in any electronic or other format, is not tangible property.

W. **Volunteer Worker** means a person, other than a prisoner, who (1) is not acting within the scope of his or her employment as an employee or temporary worker; (2) donates his or her work; and (3) is not paid a fee salary or other compensation for that work.

### SECTION III – LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

#### A. LIMITS OF LIABILITY

1. Regardless of the number of:
  - a. Members involved in a Claim,
  - b. Persons or entities who sustain Damages, or
  - c. Claims made,

exhaustion of any of the applicable Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of any applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

2. Claims based on, or arising out of, the same or related acts, errors, omissions, or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim.
3. If the Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverage does not combine with respect to payment of Damages or Claims Expenses.
4. The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (a) the Pool's duties to defend any Member in connection with any Claims made or then pending against the Member; and (b) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims. Tender by the Pool, under Section 1.B.11, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an exhaustion of the Aggregate limits.
5. Tender by the Pool, under Section 1.B.11, of an amount that would exhaust the per Claim Limits of Liability for any Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claims Expenses with regard to the Claim.
6. Claims Expenses shall not be deducted from the Limits of Liability.

## B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by the Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;
2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;
3. Up to \$250 per bond premium on appeal bonds in any suit defended by the Pool and up to \$250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

## C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses with regard to a Claim which are in excess of the deductible amount stated in the CCD. The deductible amount stated in the CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the deductible, and is fully covered for the amount of any liability not in excess of \$100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the deductible amount to effect settlement, and, upon notification to the Named Member, the Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.7.a involving each Member and shall include payments for Damages and Claims Expenses.

## D. SUBLIMITS

1. Declarations or orders by Governmental Authority. The Limits of Liability are inclusive of a Claim against a Member arising out of, in whole or in part, directly or indirectly, declarations or orders of disaster or emergency which includes but is not limited to: pandemics, communicable diseases, and natural disasters subject to a sublimit not to exceed \$50,000 per Claim and a \$500,000 annual Aggregate.
2. Nominal Damages. The Limits of Liability are inclusive of a Claim against a Member for Nominal Damages, provided, however, that the Pool's duty to indemnify a Claim resulting in an award of only Nominal Damages and attorney's fees and expenses or punitive damages is subject to a sublimit not to exceed \$250,000 per Claim.

## SECTION IV - EXCLUSIONS

### A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.
2. Fraud, dishonesty, reckless, malicious or criminal act or omission of any Member who consented to or had knowledge of the fraud, dishonesty, reckless, malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.
3. Fraud, dishonesty, reckless, malicious or criminal act or omission by a Member who committed, or is identified as the perpetrator of, the fraud, dishonesty, reckless, malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.
4. Unfair, discriminatory, retaliatory or unlawful practices relating to employment or to applicants for employment, trainees or volunteers; any errors, omissions or negligent acts relating to employment, including the processes of hiring and firing and the provision of wages and benefits; any work-related Bodily Injury of a Member for which a Claim for Workers' Compensation could be made.
5. Continuous or repeated exposure to the same or similar conditions in which any exposure existed or happened before the Coverage Document Period or the retroactive date set forth in the CCD, if any.
6. Any interference with or violation of property rights or a reduction or loss in the value of real or personal property other than Property Damage; inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; or the intentional, negligent or accidental discharge, disbursement, release or escape of pollutants, or potential pollutants including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor to demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants. Except that tear gas, mace or similar substances are not considered pollutants or potential pollutants when used or handled in the performance of a Law Enforcement Activity.
7. Bodily Injury or Personal Injury to:
  - a. an employee of the Named Member arising out of and in the course of:

- 1) Employment by the Named Member; or
  - 2) Performing duties related to the conduct of the Named Member's business; or
- b. The spouse, child, parent, brother or sister of the employee as a consequence of Bodily Injury described in Section IV.7.a.

This exclusion applies whether the Named Member may be liable as an employer or in any other capacity or whether the Named Member may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

8. Bodily Injury or Personal Injury to any Volunteer Worker who is injured in the conduct of Law Enforcement Activity within the scope of his or her duties for you.
9. Any premise defect on the real property of the Member or on real property under the control of the Member.
10. The performance or non-performance of judicial acts or judicial duties; nor the performance or non-performance of prosecutorial acts or prosecutorial duties.

**B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:**

1. Any Claim which alleges, involves, or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel.
  - a. This exclusion does not apply to Claims brought against a Member that are otherwise covered under this Coverage Document that arise from the Law Enforcement Activities of an Employee of the Named Member pursuant to a mutual law enforcement assistance agreement, so long as the Employee has been assigned to perform the activities as part of his or her employment with the Named Member.
    - 1) For the purposes of this exception, **Employee** means an individual who: (a) is deputized or appointed by either the governing body or an elected official of the Named Member; (b) is paid a salary by the Named Member; and (c) is entitled to receive as compensation from the Named Member the same benefits afforded to other employees of the Named Member. This Section does not provide coverage to any individual who is not an employee of the Named Member as defined in this Section.
    - 2) This exception does not provide coverage under the Coverage Document to any entity other than the Named Member. Coverage is not provided for any entity that is created by a mutual law enforcement assistance agreement to which the Named Member is a party. Coverage is not provided to any other entity that enters into a mutual law enforcement assistance agreement with the Named Member. The terms of a mutual law enforcement assistance agreement do not become a part of this Coverage Document.



2. Any Claim which alleges, involves or arises from labor relations, including, without limitation, labor organizing, collective bargaining agreements, work stoppages, the Fair Labor Standards Act, the Texas Payday Act, or the actions of civil service or oversight commissions.
3. Any act, service, or duty for which an individual Member is being compensated or otherwise engaged other than by a law enforcement department or agency or other agency named in the CCD. Except that a Claim arising out of performance of a Law Enforcement Activity performed by a Member during a period of time for which the Member receives compensation from an entity other than the Named Member is not excluded if: (a) performance of the Law Enforcement Activity is undertaken on behalf of the Named Member; and (b) the Law Enforcement Activity and compensation are authorized by the Named Member;
4. Any Claim for the return of money or other property seized, held, auctioned or sold by the Member, including any forfeited money or other property or for the value of the money or other property;
5. Demands or actions seeking equitable relief, or redress in any form other than money Damages; actions or demands for costs, charges, attorney's fees or other fees or expenses in relation to any action, suit or proceeding seeking relief or redress in any form other than money Damages; or any investigatory, administrative, disciplinary, or criminal proceeding against a Member;
6. Any Claim by or through any Member against another Member, either individually or collectively; any Claim by any public official on behalf of a Member against any Member; any Claim by any public official or any governmental department or agency against any Member; any Claim by a volunteer engaged in activities for any Member against any Member; or any Claim which alleges or involves Property Damage to property of any Member or to property of any employee, official, agent or Volunteer Worker of the Member arising out of or in the course of activity with or employment by the Member, including loss of use of property. For the purpose of this exclusion, the term Member includes an individual who was a Member at the time the Claim arose.
7. Any medical malpractice Claim, including a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.
8. Any statutorily created cause of action which authorizes a person with no direct relationship to the alleged statutorily prohibited conduct to recover damages or any other legal or equitable relief for the alleged statutorily prohibited conduct.

#### C. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE EXCLUSION

1. This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.
2. For purposes of this exclusion the following definitions apply:

**Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Member; or
- b. Operated by a third-party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

**Personal Information** means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

**Privacy or Security Event** means:

- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of a Member or for which a Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

## **SECTION V – CONDITIONS**

### **A. COMPLIANCE WITH CONDITIONS**

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

## B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

## C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

## D. APPLICATION FOR COVERAGE

The Application and any Renewal Application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the Application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

## E. ASSISTANCE AND COOPERATION OF THE MEMBER.

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and for determining whether the Claim or Damages are covered under this Coverage Document.
2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed or settled or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.
3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims.
5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

#### F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

#### G. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against a Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
2. Immediately upon receipt of a Claim or Notice of Claim by a Member, and during the Coverage Document Period, provide the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received;
4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

## H. ACTION AGAINST THE POOL.

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally established either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.
2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.
3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

## I. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

## J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.
2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.
3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool  
Attn: Member Services  
P.O. Box 2131  
Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document:
  - a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
  - b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;
  - c. For fraud in the obtaining of coverage;
  - d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
  - e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
  - f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
  - g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of contributions the cancellation shall be effective at 12:01 a.m. on the 10<sup>th</sup> day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

#### K. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

#### L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability or Aggregate, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

#### M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

#### N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

#### O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

#### P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

#### Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the error, omission or negligent act or occurrence resulting in any Claim.

#### R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

#### S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

#### T. PAYMENT

Payment of contribution to the Pool by the Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

#### U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess coverage over this Coverage Document.

#### V. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

#### W. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;
2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;
3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.



## SECTION VI - EXTENDED REPORTING PERIOD

- A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in the obtaining of coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the Claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any error, omission or negligent act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.
- B. An increase in contribution or deductible, or reduction in Limits of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.
- C. The extension of coverage for Claims made and reported after termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.
- D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:
  - 1. For a 12-month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;
  - 2. For a 24-month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.
- E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.
- F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

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## PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE DOCUMENT

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## **PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE**

**THIS IS A CLAIMS MADE COVERAGE DOCUMENT.  
PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.**

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance, but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

**VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE DOCUMENT CAREFULLY**

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II- DEFINITIONS

### **SECTION I – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE AGREEMENT**

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by the Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

First Party Coverages and Third Party Coverages under A. and B. below apply if:

- i. The Covered Event commenced on or after the Retroactive Date in the CCD and before the end of the Coverage Document Period.
- ii. For Third-Party Coverages, a Claim for Damages because of the Privacy or Security Event, a Regulatory Proceeding, or a PCI-DSS Assessment is first made against the Member during the Coverage Document Period or any Extended Reporting Period provided under Section V; and
- iii. The Member gives written notice of the Claim or Covered Event to the Pool in accordance with Section V.G.

A Claim seeking Damages will be deemed to have been made when notice of the Claim is received by any Member or by the Pool, whichever occurs first.

## A. FIRST PARTY COVERAGES

### 1. Privacy Response Expenses

The Pool will pay for Privacy Response Expenses incurred by the Member in connection with a Privacy or Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.

But: The amount the Pool will pay for Privacy Response Expenses is limited as described in Section III.

### 2. Electronic Equipment and Data Recovery

The Pool will pay for the Member's damage to, loss of use or destruction of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose, the reasonable and necessary expenses to determine whether Electronic Data can or cannot be restored, recollected, or recreated, and the reasonable and necessary expenses to restore, recreate or recollect Electronic Data for which a Member incurs as a result of a Privacy or Security Event.

### 3. Business Interruption Costs

The Pool will pay for Business Income Loss, Expenses to Reduce Loss, Extra Expenses, and Proof of Loss Preparation Costs for which a Member incurs after the Waiting Hours Period of 12 hours and solely as a result of a Privacy or Security Event.

### 4. Cyber Extortion Coverage

The Pool will pay for Cyber Extortion Expenses and Cyber Extortion Monies the Member pays as a direct result of a Cyber Extortion Threat, provided that such payment does not violate any applicable trade or economic sanctions law or regulation.

### 5. eCrime Funds Transfer Fraud Coverage

The Pool will pay for eCrime Funds Transfer Fraud for any financial loss as a result of an eCrime Event.

## B. THIRD PARTY COVERAGES

### 1. Privacy or Security Event Liability

The Pool will pay those sums a Member becomes legally obligated to pay as Damages because of a Privacy or Security Event.

## 2. Regulatory Proceedings and Penalties

The Pool will pay for Regulatory Penalties the Member becomes legally obligated to pay as a result of a Regulatory Proceeding resulting from a Privacy or Security Event.

## 3. PCI-DSS Assessments

The Pool will pay for PCI-DSS Assessments for which a Member is liable if the PCI-DSS Assessments are due to noncompliance by the Member with PCI Data Security Standards and the noncompliance results in a Privacy or Security Event.

But: The amount the Pool will pay for PCI-DSS Assessments is limited as described in Section III.

## C. THIRD PARTY DEFENSE, SETTLEMENT, AND ALLOCATION OF DAMAGES

### 1. Privacy or Security Event Defense:

Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend the Member against a Suit seeking Damages because of a Privacy or Security Event potentially covered by this Coverage Document. However, the Pool will have no duty to defend any Member against any Suit seeking Damages to which this coverage does not apply.

### 2. Regulatory Defense:

Subject to all of the provisions contained in this Coverage Document, the Pool will have the right and duty to defend the Member against any Regulatory Proceeding to which this coverage applies. However, the Pool will have no duty to defend any Member against Regulatory Proceeding to which this coverage does not apply.

### 3. The Pool's duty to defend a Member against a Suit seeking Damages because of a Privacy or Security Event or against a Regulatory Proceeding shall terminate:

- a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
- b. If we have paid the full amount of the Limits or sublimits applicable to the Claim or on Aggregate;
- c. If the Member breaches any duty under this Coverage Document.

### 4. If a Suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Member against those causes of action which are not covered. If the Pool elects not to defend the Member against the non-covered causes of action, the Pool will notify the Member of its decision.

5. The Pool shall have the right to control the defense of any Suit or Regulatory Proceeding, including the right to select additional counsel for any Member. The Member may retain its own counsel at its own expense, but the Pool retains the exclusive right to control the defense.
6. The Pool shall have the right, but not the duty, to appeal any judgment or Regulatory Penalty adverse to the Member.
7. The Pool has no duty to defend a Member before a Claim is presented.
  - a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
  - b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
  - c. Pre-Claim involvement of the Pool under 7.a or 7.b shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 7.a or 7.b.
8. The Pool shall have the right to settle any Claim or Suit based on a Privacy or Security Event as may be deemed expedient by the Pool, and the Pool may settle any Claim or Suit at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member.
9. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member include both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

10. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims or First-Party Loss, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in the exhaustion of, the Aggregate under the CCD or any applicable sublimit.

## SECTION II - DEFINITIONS

1. **Aggregate** means the Pool's total liability for (1) Damages and Claims Expenses resulting from all Claims first made against the Member during the Coverage Document Period; and (2) First-Party Losses for Covered Events which fall within the Coverage Document. The Pool's total liability shall not exceed the amount stated in the Declaration as Aggregate regardless of the time when the Claim or First-Party Loss is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.
2. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. Bodily Injury also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.
3. **Business Income Loss** means the sum of the following incurred during the Period of Indemnity:
  - a. net revenue that the Named Member is prevented from receiving from the business operations of the Named Member due to a Material Interruption; and
  - b. charges and expenses which necessarily continue (including ordinary payroll).
4. **Claim** means any demand for money Damages, Suit for Damages or Regulatory Proceeding or PCI-DSS Assessment resulting from a Privacy or Security Event. All Claims because of a single Privacy or Security Event will be deemed to be a single Claim and to have been made at the time the first such Claim is made against any Member, regardless of the number of individuals or entities making such Claims or the time period over which such Claims are made, even if subsequent Claims are made after the Coverage Document Period or any Extended Reporting Period provided under Section VI.
5. **Claim Expenses** means:
  - a. Reasonable and necessary fees charged by attorneys designated by the Pool or designated by the Member with the Pool's prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim;

- b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim and incurred by the Pool or by the Member with the Pool's prior consent; and
- c. Premiums on appeal bonds, attachment bonds or similar bonds; however, the Pool is not obligated to apply for or furnish any such bond;

Provided, however, Claim Expenses do not include:

- a. Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and defense of any Claim;
  - b. Privacy Response Expenses; or
  - c. PCI-DSS Assessments.
6. **Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
- a. Operated by and either owned by or leased to the Member; or
  - b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.
7. **Contribution and Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.
8. **Covered Event** means a Privacy or Security Event, Cyber Extortion Threat, or eCrime Event.
9. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.
10. **Coverage Document Period** means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.
- If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.
11. **Cyber Extortion Expenses** means all reasonable and necessary costs and expenses which a Member incurs as a direct result of a Cyber Extortion Threat, other than Cyber Extortion Monies.



12. **Cyber Extortion Monies** means any funds, including any cryptocurrency, which the Named Member pays, with the prior written consent of the Pool, for the purpose of terminating the Cyber Extortion Threat.
13. **Cyber Extortion Threat** means a credible threat or series of related credible threats, including, but not limited to, a demand for Cyber Extortion Monies, directed at a Member to:
- Release, divulge, disseminate, destroy or use confidential information taken from the Member as a result of a Privacy or Security Event;
  - Introduce malicious code into a Computer System;
  - Corrupt, damage or destroy a Computer System;
  - Restrict or hinder access to a Computer System.
14. **Damages** means compensatory damages, judgements, settlements, pre-judgement and post-judgement interest, including without limitation: (1) punitive, exemplary and multiple damages where covered by the applicable law which most favors coverage for such punitive, exemplary and multiple damages; (2) civil fines or penalties imposed by a governmental agency and arising from a Regulatory Action, unless the civil fine or penalty imposed is not covered under the law of the jurisdiction imposing such fine or penalty; (3) any monetary amounts a Named Member is required by law or has agreed to by settlement to deposit into a consumer redress fund; and (4) amounts payable in connection with a PCI-DSS Assessment.
- Damages does not include:
- any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of Member;
  - attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.
  - any consequential damages not flowing directly and immediately from a Privacy or Security Event but that result indirectly from such Privacy or Security Event.
15. **eCrime Event** means a fraudulent instruction, funds transfer fraud, or telephone fraud that the Member first discovers during the Coverage Document Period.
16. **Effective Date** means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

17. **Electronic Data** means any software of electronic data stored electronically on a Computer System, including without limitation Personal Information.
18. **Expenses to Reduce Loss** means expenses incurred by the Member during the Period of Indemnity, over and above normal operating expenses, for the purpose of reducing Business Income Loss.
19. **Extra Expenses** means expenses incurred by the Member during the Period of Indemnity or the Extended Period of Indemnity (if any), other than Expenses to Reduce Loss, that would not have been incurred but for a Material Interruption.
20. **First-Party Loss** means any payment by the Pool for Privacy Response Expenses, Business Interruption Costs, Electronic Equipment and Electronic Data Damage, Cyber Extortion Expenses, Cyber Extortion Monies or payments under the e-Crime Funds Transfer Fraud Coverage.
21. **Limits of Liability** of the Pool for payment of all Loss shall be the applicable Limit shown in the CCD under Limits of Liability. Limits of Liability include any applicable sublimits and the Aggregate limits.
22. **Loss** means any payment by the Pool for Damages, Regulatory Penalties, Claim Expenses, Privacy Response Expenses, PCI-DSS Assessments, Business Interruption Costs, Electronic Equipment and Electronic Data Damage, Cyber Extortion Expenses, Cyber Extortion Monies or payments under the e-Crime Funds Transfer Fraud Coverage.
23. **Material Interruption** means the actual and measurable interruption or suspension of a Member's business directly caused by a Privacy or Security Event.
24. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member. Anyone serving under a third party contract with the Named Member is not a Member.
25. **Named Member** means a county or other political subdivision so designated in the CCD.
26. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.
27. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Section VI of this Coverage Document.
28. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.
29. **PCI-DSS Assessment** means any monetary penalty owed by a Member due to the Member's noncompliance with Payment Card Industry Data Security Standards (PCI-DSS) under an agreement between the Member and a financial institution or other person enabling the Member to accept credit cards, debit cards, prepaid cards, or other payment cards.

30. **Period of Indemnity** means 180 days from the beginning of a Material Interruption.

31. **Personal Information** means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

32. **Pool** means the Texas Association of Counties Risk Management Pool.

33. **Privacy or Security Event** means:

- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Except that Privacy or Security Event does not include any:

- a. Failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;
- b. Suspension, cancellation, revocation, or failure to renew any domain names, secure sockets layer certificates, or uniform resource locators;
- c. Failure to adequately anticipate or capacity plan for normal and above operational demand for Computer Systems except where this demand is due to a denial of service attack;
- d. Ordinary wear and tear, obsolescence, or gradual deterioration of the physical components

of Computer Systems or Computer System software; or

- e. Failure in the design, architecture, or configuration of Computer Systems.

Any Privacy or Security Event that is continuous or part of a series of repeated or related Privacy or Security Events will be considered to be a single Privacy or Security Event and will be considered to have commenced when the first such Privacy or Security Event commenced regardless of:

- a. The number of individuals or entities engaged in such Privacy or Security Events;
- b. The number of individuals or entities affected by such Privacy or Security Events;
- c. The number of locations where such Privacy or Security Events occurred; or
- d. The number of such Privacy or Security Events occurring or period of time over which they occur, even if subsequent Privacy or Security Events take place after the Coverage Document Period.

34. **Privacy Response Expenses** means the following reasonable and necessary costs incurred by the Member within one year of the discovery of a Privacy or Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Member or for which the Member is legally responsible:

- a. For the services of a security expert designated by the Pool to determine the scope and cause of a Privacy or Security Event and the extent to which Personal Information was disclosed to or accessed by unauthorized persons;
- b. For the services of consultants or attorneys designated by the Pool to determine the Member's obligations, if any, under applicable law to give notice to affected individuals;
- c. To notify affected individuals if required by applicable law or if the Member voluntarily elects to give such notice, and for the services of a contractor designated by the Pool to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
- d. For the services of a contractor designated by the Pool to provide identity theft protection services to affected individuals if the Member elects to provide such services; and
- e. For the services of a public relations consultant designated by the Pool to avert or mitigate damage to the Member's reputation as a result of the Privacy or Security Event;

Provided, however, Privacy Response Expenses do not include:

- a. Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and response to any Privacy or Security Event;

- b. Claim Expenses;
- c. PCI-DSS Assessments;
- d. Electronic Equipment Damage and Data Recovery;
- e. Network Interruption Costs;
- f. Cyber Extortion Expenses;
- g. Cyber Extortion Monies; or
- h. e-Crime Funds Transfer Fraud.

35. **Proof of Loss Preparation Costs** means fees and expenses incurred by a Member for the services of a third-party forensic accounting firm to establish and prove the amount of loss, including those costs in connection with preparing a proof of loss. Proof of Loss Preparation Costs does not include any fees or expenses for consultation on coverage or negotiation of claims.
36. **Property Damage** means damage to, loss of use of, or destruction of any tangible property; however, Property Damage does not include the loss of use or damage of electronic equipment caused by the reprogramming of software (including the firmware) of such electronic equipment rendering it useless for its intended purpose. For purposes of this definition, “tangible property” shall not include Electronic Data.
37. **Regulatory Penalties** means any civil fine or civil monetary penalty imposed in a Regulatory Proceeding payable by a Member to the governmental entity bringing the Regulatory Proceeding and any sum of money that a Member is legally obligated to deposit in a fund as equitable relief for the payment of consumer Claims due to an adverse judgment or settlement of a Regulatory Proceeding.
38. **Regulatory Proceeding** means a civil investigative demand, Suit, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity’s regulatory or Official Capacity.
39. **Suit** means a civil proceeding arising out of a Privacy or Security Event and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the Member must submit or does submit with the consent of the Pool.
40. **Waiting Hours Period** means the number of hours that must elapse once a Material Interruption has begun.

### SECTION III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

#### A. LIMITS OF LIABILITY

1. Regardless of the number of:
  - a. Members involved in a Claim or Covered Event;
  - b. Persons or entities making Claims, bringing Suits, or bringing Regulatory Proceedings;
  - c. Claims made or Covered Events,

exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Loss. The Pool shall never be required to pay any amount in excess of the applicable Limits of Liability shown in the CCD.
2. The Pool's total liability for all Loss during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duty to defend any Member in connection with any Claims or Regulatory Proceedings then pending against the Member; and (2) the Pool's liability to pay any amounts for any Loss. Tender by the Pool, under Section 1.C.10, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an exhaustion of the Aggregate limits.
3. The Limits of Liability are inclusive of Claims Expenses.

#### B. SUBLIMITS

- a. Electronic Equipment and Data Recovery. The Limits of Liability are inclusive of a Loss for Electronic Equipment and Data Recovery Costs subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.
- b. Business Interruption. The Limits of Liability are inclusive of a Loss for Business Interruption subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.
- c. Cyber Extortion Expenses and Monies. The Limits of Liability are inclusive of a Loss for Cyber Extortion Expenses and Monies subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.
- d. eCrime Funds Transfer Fraud Coverage. The Limits of Liability are inclusive of a Loss for eCrime Funds Transfer Fraud subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

## C. DEDUCTIBLE

The Pool will pay only those Losses which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the Declaration shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of \$100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Losses which fall within the Deductible amount stated in the CCD the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Covered Event, and the Pool will pay only such amounts as are in excess of the deductible amount shown in the CCD. If two or more deductibles apply to a Covered Event which results in a Loss covered under this Coverage Document, the total deductible will not exceed the single largest deductible applicable to the Covered Event.

## SECTION IV – EXCLUSIONS

This coverage does not apply to any Loss for, arising out of, or resulting from:

1. Bodily Injury or Property Damage;
2. Any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel; provided, however, that this exclusion shall not apply:
  - a. To the extent the Member would have been liable in the absence of such contract or agreement; or
  - b. To amounts payable as PCI-DSS Assessments.
  - c. With respect to Privacy or Security Event Liability and Privacy or Security Expenses coverage, to the Member's obligations to maintain the confidentiality or security of personally identifiable information or third-party corporate information.
3. Any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended, or any other federal, state, local, foreign or common law rules or regulations involving antitrust, restraint of trade, unfair competition, or false or deceptive or misleading advertising;

4. Any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any Claim or Loss covered that results from a theft, loss or unauthorized disclosure of or access to Personal Information;
5. The actual or alleged unlawful collection or acquisition of Personal Information by or on behalf of the Member; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (i.e., opt-in or opt-out) from the collection, disclosure, or use of Personal Information; or

The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, including actual or alleged violations of:

- i. The Telephone Consumer Protection Act (TCPA, including any amendment or addition to such law;
- ii. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- iii. Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-Spam Act of 2203 and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the dissemination, recording, sending, transmitting, communicating or distribution of material or information.

This exclusion only applies if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the Member.

6. Any of the following conduct by a Member:
  - a. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
  - b. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
  - c. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws; or



- d. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
  - e. Any actual or alleged violations of the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair Accurate Credit Transactions Act (FACTA);
7. Any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any Member; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by the Member, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by the Member;
8. The actual or alleged transmission of a communicable disease. This applies even if the claims against any Member allege negligence or other wrongdoing in the: Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; testing for a communicable disease; failure to prevent the spread of the disease; or failure to report the disease to authorities.
9. Any actual or alleged:
- a. Infringement of patent or patent rights or misuse or abuse of patent; or
  - b. Infringement of copyright arising from or related to software code, software products, hardware, or firmware; or
  - c. Use or misappropriation of any ideas, intellectual property, or trade secrets by a Member or on behalf of, or in collusion with a Member;
10. Any of the following:
- a. Trading losses, trading liabilities or change in value of accounts;
  - b. Any loss of monies, securities or tangible property of others in the care, custody or control of the Member;
  - c. The monetary value of any electronic fund transfers or transactions by or on behalf of the Member that is lost, diminished, or damaged during transfer from, to or between accounts; or
  - d. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged.
11. Any court order or demand requiring any Member to provide personally identifiable information to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority.

12. Any Claim made by or on behalf of a Member under this Coverage Document; however, this exclusion will not apply to an otherwise covered Claim made by a Member arising from a Privacy or Security Event.
13. Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including any Computer System and their component parts, mobile devices, and mechanical equipment.
14. War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolutions, insurrection, military, or usurped power.
15. Confiscation, nationalization, requisition, shutdown, destruction of, or damage to any property, Computer system, software, or electronic data if required by statute or by order of any governmental or public authority.
16. Any Covered Event that occurred before the Coverage Document Period and that any Member knew or reasonably should have known would result in a Claim, Suit or other Loss covered by this Coverage Document.
17. Any use of computers and associated input and output devices, data storage devices, networking equipment, and/or backup facilities by or on behalf of a sovereign state to disrupt, degrade, manipulate, or destroy information in the Named Member's Computer System.
18. Any charge back, interchange fee, discount fee, service-related fee, rate, or charge; or liability or fee incurred by a Member due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to any PCI-DSS Assessments.
19. Any disclosure of Personal Information due to pixels, cookies, or any other similar tool in a website owned or operated by the Named Member which tracks or collects the Personal Information of the website's users.

## **SECTION V - CONDITIONS**

### **A. COMPLIANCE WITH CONDITIONS**

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or Loss in connection with which the breach occurred.

### **B. CCD**

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period, and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

### C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

### D. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

### E. ASSISTANCE AND COOPERATION OF THE MEMBER

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall:
  - a. Upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool;
  - b. Attend and participate in hearings;
  - c. Attend and testify truthfully in depositions and trials; and
  - d. Assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.
2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed or settled, or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.
3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, counterclaims, and efforts to settle a Claim, including offers of judgement.
5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

#### F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

#### G. NOTICE TO THE POOL

1. As a condition precedent to the obligations of the Pool under this coverage, the Member must give written notice to the Pool of any Claim made against the Member as soon as practicable, but in no event later than the end of the Coverage Document Period or any Extended Reporting Period provided under Section VI.
2. As a condition precedent to the obligations of the Pool under this coverage, the Member must give written notice to the Pool of any Covered Event as soon as practicable and provide all such information relating to the Covered Event as the Pool may reasonably request.
3. If during the Coverage Document Period, any Member becomes aware of a Covered Event that may reasonably be expected to give rise to a Loss, including a Regulatory Proceeding or PCI-DSS Assessment, the Member must give written notice to the Pool of such Covered Event as soon as practicable, but in no event later than the end of the Coverage Document Period or any Extended Reporting Period provided under Section VI. Notice must include:
  - a. A specific description of the Covered Event, including all relevant dates;
  - b. The names of persons involved in the Covered Event, including names of potential claimants and a specific description of any Personal Information actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
  - c. The specific reasons for anticipating that a Loss may result from such Covered Event;
  - d. The specific nature of the alleged or potential Loss arising from such Covered Event; and
  - e. The specific circumstances by which the Member first became aware of the Covered Event.

Any Claim subsequently made against any Member or First-Party Loss subsequently arising out of such Covered Event shall be deemed to be a Claim made or First-Party Loss paid during the Coverage Document Period in which the Covered Event was first reported to the Pool.

#### H. ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or Suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.
2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.
3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

#### I. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

#### J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.
2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool  
Attn: Member Services  
P.O. Box 2131  
Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document for the following:

- a. For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
- b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;
- c. For fraud in the obtaining of coverage;
- d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
- e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
- f. For underwriting reasons;
- g. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
- h. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of Contributions the cancellation shall be effective at 12:01 a.m. on the 10<sup>th</sup> day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

K. RETAINED CONTRIBUTION PROPORTIONS

If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

#### L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

#### M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

#### N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

#### O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

#### P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

#### Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

## R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

## S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

## T. REPRESENTATIONS

By accepting this Coverage Document, the Member agrees that the Member's statements in the application for Coverage and renewal documents are the Member's agreements and representations, that this Document is issued in reliance upon the truth of such representations and that this Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Member and the Pool, and the Pool's duly adopted underwriting standards and criteria embody all agreements existing between the Member and the Pool or any of the Pool's agents relating to this Coverage Document.

## U. PAYMENT

Payment of contribution to the Pool by the Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

## V. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim or Loss, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. The Pool and the Named Member agree that the limits of Pool coverages do not combine with respect to payment of Damages, Claims Expenses, or any other Loss. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

## W. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.



## X. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;
2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;
3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## SECTION VI - EXTENDED REPORTING PERIOD

- A. No Automatic or Optional Extended Reporting Period will be provided if the Pool cancels coverage for non-payment of contribution, cancels or rescinds coverage for material misrepresentation or fraud or cancels or rescinds coverage for violation by the Named Member of the Interlocal Participation Agreement, bylaws or other rules governing the conduct of Member of the Pool.
- B. If the Pool cancels or non-renews the coverage provided under this Coverage Document, the Named Member will have the right to an automatic extended reporting period of (60) days, which will commence on the effective date of such cancellation or nonrenewal. During the automatic extended reporting period, a Member may give notice to the Pool of any Covered Event that commenced on or after the Retroactive Date, if any, shown in the CCD and before the effective date of the cancellation or non-renewal and for which a Claim was first made against the Member, or which gives rise to a First-Party Loss, during the Coverage Document Period or the automatic extended reporting period. Such notice must be given in accordance with Section V.G.
- C. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in obtaining coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended

Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

- D. An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.
- E. The extension of coverage for Claims made and reported after termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.
- F. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:
  - 1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;
  - 2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.
- G. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.
- H. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.
- I. The Automatic Extended Reporting Period will not apply where an Optional Extended Reporting Period has been purchased or to Claims that are covered under any subsequent coverage a Named Member purchased for a Member's benefit, or that would be covered by any such subsequent insurance or other coverage but for exhaustion of the amount of insurance applicable to the Claims or any applicable retention amount.



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

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## PUBLIC OFFICIALS LIABILITY COVERAGE DOCUMENT

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## **PUBLIC OFFICIALS LIABILITY COVERAGE**

### **THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.**

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II- DEFINITIONS

### **SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE**

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by the Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

#### **A. WHAT WE WILL PAY**

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses solely by reason of any Wrongful Act stated in a Claim.

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;
2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);
3. The Wrongful Act for which Claim is made happened during the Coverage Document Period or on or after the retroactive date set forth in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and

4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any Wrongful Act was likely to result in a Claim being made against any Member.

## B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Member alleging a Wrongful Act and seeking Damages potentially covered by this Coverage Document, except that the Pool's duty to defend shall terminate:
  - a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
  - b. If the Member committed, or is identified as the perpetrator of, reckless, malicious, or criminal acts or omissions;
  - c. If we have paid the full amount of the Limits or sublimits applicable to the Claim or on Aggregate;
  - d. If the Member breaches any duty under this Coverage Document.
2. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a Claim alleging fraud, dishonesty, or bad faith on the part of any Member that is excluded under Section IV.A.1.; provided, however, that the duty to defend will terminate if it is conclusively established that the acts of dishonesty, fraud, or bad faith were committed by the Member and were material to the Claim. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim.
3. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a reckless, malicious, or criminal act or omission Claim against a Member that is excluded under Section IV.A.8; provided, however, that the Pool's obligation is limited to the defense of the Named Member or any Member who did not commit, or is not identified as the perpetrator, of the reckless, malicious, or criminal act or omission.
4. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a constitutional or statutory takings Claim that is excluded from coverage under Section IV.A.7; provided, however, that the Pool's Claim Expense obligation is limited to \$50,000 per Claim and \$50,000 in the Aggregate. This limited duty to defend is the Pool's sole obligation under this provision.
5. If a suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend you against those causes of action which are not covered. If the Pool elects not to defend you against the non-covered causes of action, the Pool will notify you of our decision.

6. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Member. Member may retain additional counsel at its own expense but the Pool retains the exclusive right to control the defense.
7. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Member.
8. The Pool shall have the right to incur Claims Expenses and to make an investigation of any Claim or suit as may be deemed expedient by the Pool.
9. The Pool has no duty to defend a Member before a Claim is presented.
  - a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
  - b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
  - c. Pre-claim involvement of the Pool under 9.a or 9.b shall not constitute a waiver of any rights the Pool may have pursuant to any provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 9.a or 9.b.
10. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative, or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor, or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
11. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of the settlements and Claims Expenses shall be conclusive on the Member.
12. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between

that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

13. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward and may result in the exhaustion of the Aggregate under the CCD.
14. The Pool will not pay Damages for any Claims where such payments are prohibited by federal or state statute or other applicable law.

## SECTION II - DEFINITIONS

- A. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.
- B. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
- C. **Back Wages** means salary or other remuneration owed as a result of the wrongful termination of employment. It does not include back benefits.
- D. **Claim** means a written demand received by the Member specifically for money Damages, including punitive or exemplary damages and back wages, against the Member.

Claims based on or arising out of the same Wrongful Act or interrelated Wrongful Acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

E. **Claims Expenses** means:

1. Fees incurred by the Pool for an attorney designated by the Pool;
2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by the Member of written consent from the Pool; and
4. Expenses incurred where the Pool, in accordance with Section I.B.9.a. of this Coverage Document, responds to a written request by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

F. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

G. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

H. **Coverage Document Period** means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

I. **Damages** means actual and compensatory money damages, Nominal Damages, and punitive damages, arising out of a Wrongful Act of a Member, and does not include:

1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, taxes, monies or fees collected or received by the Member, or any similar types of damages, or restitution of any kind for any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;
2. any damages resulting from harm to or interference with property of any Member or any employee, agent, or volunteer of the Member arising out of activity with or employment by Member, including loss of use of property;
3. any damages resulting from property seized, held, auctioned or sold by the Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;



4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the Member;
  5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from the Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.
  6. any consequential damages for losses not flowing directly and immediately from a Wrongful Act of the Member but that result indirectly from such Wrongful Act.
- J. **Effective Date** means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.
- K. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include per Claim limits, any applicable sublimits, and Aggregate limits.
- L. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by the Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

The district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the county attorney in a county that has a county attorney.

Anyone serving under a third-party contract with the Named Member is not a Member.

- M. **Named Member** means a county or other political subdivision so designated in the CCD.

- N. **Notice of Claim** means one of the following, whichever occurs first:
1. For a lawsuit against the Member, notice of the suit by service of process or otherwise; or
  2. The Member obtains or receives knowledge or reason to believe that any Wrongful Act may reasonably be expected to result in a Claim.
- O. **Nominal Damages** means compensatory damages in an amount of \$100 or less, or those damages which are awarded not to compensate for an actual loss or injury but only to recognize a violation of rights.
- P. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.
- Q. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Section VII of this Coverage Document.
- R. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.
- S. **Pool** means the Texas Association of Counties Risk Management Pool.
- T. **Wrongful Act** means any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance, or nonfeasance by the Member, or Members in their Official Capacity, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in an Official Capacity.

### SECTION III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

#### A. LIMITS OF LIABILITY

1. Regardless of the number of:
  - a. Members involved in a Claim,
  - b. Persons or entities who sustain Damages, or
  - c. Claims made,

exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

2. Claims based on or arising out of the same or related acts, omissions, or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim.
3. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.
4. The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any claims made or then pending against Member; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims. Tender by the Pool, under Section I.B.13, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an Exhaustion of the Aggregate limits.
5. Tender by the Pool, under Section I.B.13, of an amount that would exhaust either the per Claim Limits of Liability for any Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claim Expenses with regard to any Claim or Claims.
6. Claims Expenses shall not be deducted from the Limits of Liability.

#### B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;
2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability thereon, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;
3. Up to \$250 per bond premium on appeal bonds in any suit defended by the Pool and up to \$250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

### C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the deductible amounts stated in the CCD. The deductible amount stated in the CCD shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of \$100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.9.a involving each Member and shall include payments for Damages and Claims Expenses.

### D. SUBLIMITS

1. County or District Clerk. The Aggregate Limit of Liability is exclusive of a Claim against the county clerk or a deputy county clerk and the district clerk or a deputy district clerk for liability incurred through errors or omissions in the performance of their official duties. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the county clerk or a deputy county clerk shall not exceed \$1,000,000. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the district clerk or a deputy district clerk shall not exceed \$1,000,000. These Limits of Liability are provided in addition to and are distinct from the Limits of Liability provided under this Coverage Document.
2. Back Wages. The Limits of Liability are inclusive of a Claim against a Member for Back Wages subject to a sublimit not to exceed \$50,000 per Claim and a \$100,000 annual Aggregate Limit of Liability.
3. Prosecutor. The Limits of Liability are inclusive of Claim Expenses for a Claim against the county attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed \$500,000 per Claim and a \$1,000,000 annual Aggregate Limit of Liability.
4. Takings. The Limits of Liability are inclusive of Claim Expenses for a statutory or constitutional takings Claim up to a sublimit of \$50,000 per Claim and a \$50,000 annual Aggregate Limit of Liability.
5. Nominal Damages. The Limits of Liability are inclusive of a Claim against a Member for Nominal Damages, provided, however, that the Pool's duty to indemnify a Claim

resulting in an award of only Nominal damages and attorney's fees and expenses or punitive damages is subject to a sublimit not to exceed \$250,000 per claim.

#### **SECTION IV - EXCLUSIONS**

**A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:**

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. Fraud, dishonesty, or bad faith of any Member, except as an element of a Claim of malicious prosecution.
2. Bodily Injury, sickness, assault or battery, communicable disease, or death of any person.
3. Physical injury to property or loss of use of property.
4. Any Wrongful Act performed while the Member was engaged in any activity for which the Member received compensation from any source other than the Named Member or was engaged other than by and through the specific authority of the Named Member.
5. False arrest, false imprisonment, excessive use of force, wrongful detention, wrongful eviction, wrongful entry, or other invasion of the right of private occupancy, wrongful or improper service of process, humiliation, libel, slander, or violation of an individual's right of privacy.
6. Any acts, services, or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials, department, or agency of the Named Member including budgeting for law enforcement, except as an element of: (a) a Claim of malicious prosecution; or (b) a Claim arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member.
7. Inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; nor the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants, including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants.
8. Reckless, malicious, or criminal act or omission of any Member who consented to or had knowledge of the reckless, malicious, or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

9. Reckless, malicious, or criminal act or omission by a Member who committed, or is identified as the perpetrator, of the reckless, malicious, or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.
10. Acts or omissions relating to Member's fiduciary capacity as respects any employee benefit plan or as trustee of any employee benefit plan.
11. Continuous or repeated exposure to the same or similar conditions in which any exposure or condition existed or happened before the Coverage Document Period or the retroactive date set forth on the CCD, if any.
12. Professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the Named Member.
13. Laboratory testing or medical malpractice. For the purpose of this exclusion a medical malpractice Claim includes a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.
14. A regulatory act or similar act by a Member that restricts, limits, or prohibits a person or entity's right to: (a) use property owned by the person or entity; or (b) to pursue a certain business.
15. Preparation of bid specifications, failure to supply governmental services, and strikes, riots, or civil commotion.
16. The failure to pay: (a) any bond, including interest on any bond; or (b) any debt, financial guarantee, or debenture.
17. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

**B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:**

1. Any Claim which alleges, involves, or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel.
2. Any Claim which alleges, involves or arises from labor relations, including, without limitation, labor organizing, collective bargaining agreements, work stoppages, the Fair Labor Standards Act, the Texas Payday Act, or the actions of civil service or oversight commissions.

3. Any Claim by or through any Member against another Member, either individually or collectively, nor to any Claim by any public official on behalf of a Member against any Member; nor to any Claim by a volunteer engaged in activities for any Member against any Member; however, this exclusion shall not apply to Claims arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member, nor to any Claim brought against a county clerk or deputy county clerk, or district clerk or deputy district clerk for liability incurred through errors and omissions in the performance of their official duties. For the purpose of this exclusion, the term Member includes an individual that was a Member at the time the Claim arose.
4. Demands or actions seeking equitable relief, or redress in any form other than money Damages; nor to any action, suit or proceeding seeking relief or redress in any form other than money Damages; nor to any investigatory, administrative, disciplinary, or criminal proceeding against a Member.
5. Demands or actions related to a Claim resulting from the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic information or a violation or failure of the security of the Named Member's Computer System.
6. Any statutorily created cause of action which authorizes a person with no direct relationship to the alleged statutorily prohibited conduct to recover damages or any other legal or equitable relief for the alleged statutorily prohibited conduct.
7. Any Claim arising out of the performance or non-performance of judicial duties and brought by a person who was not a party to the judicial proceeding.
8. This Coverage Document does not provide coverage for any liability, Claim, penalty or expense arising directly or indirectly from any Privacy or Security Event.

For purposes of this exclusion the following terms have the following meanings:

**Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Member; or
- b. Operated by a third-party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting, or storing the Member's electronic data pursuant to a written contract with the Member for such services.

**Personal Information** means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

- b. Medical or health care information concerning the individual, including without limitation “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual’s Social Security number, driver’s license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual’s financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

**Privacy or Security Event means:**

- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format;
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial-of-service attack or receipt or transmission of malicious code;
- c. A credible threat or series of related credible threats directed at a Member to: (1) release, divulge, disseminate, destroy, or use confidential information taken from the Member; (2) introduce malicious code into a Computer System; (3) corrupt, damage, or destroy a Computer System; (4) restrict or hinder access to a Computer System.
- d. Financial loss as a result of a fraudulent instruction, funds transfer fraud, or telephone fraud.

## **SECTION V - CONDITIONS**

### **A. COMPLIANCE WITH CONDITIONS**

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.



## B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

## C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

## D. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

## E. ASSISTANCE AND COOPERATION OF THE MEMBER

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.
2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed, or settled or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.
3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims.
5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

#### F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and the Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and the Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

#### G. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against a Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
2. Immediately upon receipt of a Claim or Notice of Claim by a Member, and during the Coverage Document Period, give the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received; and
4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

## H. ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant, and the Pool.
2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.
3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

## I. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

## J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.
2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.
3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool  
Attn: Member Services  
P.O. Box 2131

4. The Pool may cancel or non-renew this Coverage Document:
  - a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
  - b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;
  - c. For fraud in the obtaining of coverage;
  - d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver;
  - e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
  - f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
  - g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or nonpayment of contributions the cancellation shall be effective at 12:01 a.m. on the 10<sup>th</sup> day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

K. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

#### L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

#### M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

#### N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

#### O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition, or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

#### P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

#### Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

## R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

## S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

## T. PAYMENT

Payment of contribution to Pool by Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

## U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

## V. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

## W. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;
2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;
3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to

perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes, or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports, or recommendations.

## **SECTION VI - EXTENDED REPORTING PERIOD**

- A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in the obtaining of coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.
- B. An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.
- C. The extension of coverage for Claims made and reported subsequent to termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.
- D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:
  - 1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;
  - 2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.
- E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days

after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

- F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.





August 13, 2026

Judge Scott Felton  
County Judge  
McLennan County  
Waco, Texas

Re: Monthly Economic Development Report  
July

Dear Judge Felton:

We are attaching a copy of the Chamber's July Economic Development report for you and the Commissioners.

We are encouraged by our work together.

With regards,

A handwritten signature in black ink, appearing to read "Matthew T. Meadors". The signature is fluid and cursive, with a large loop at the end.

Matthew T. Meadors  
President/CEO  
Greater Waco Chamber of Commerce

Enclosure

cc:

Will Jones  
Ben Perry  
Jim Smith  
D.L. Wilson

## Economic Development

*Business Attraction and Expansion Report  
Report for 7/1/2026 through 7/31/2026*

### Announced/Completed Projects Year-to-Date

| Company                                            | Industry      | Announced | Employment | SqFt.          | Investment (Mil) |
|----------------------------------------------------|---------------|-----------|------------|----------------|------------------|
| Fidelity Manufacturing                             | Manufacturing | Jan-26    | 400        | 200,000        | \$25.00          |
| LaceTex AOS Partners LLC/Academy Sports & Outdoors | Retail        | Jan-26    | 55         | 68,312         | \$5.00           |
| Tractor Supply Co.                                 | Distribution  | Jun-26    | 50         | 300,000        | \$5.00           |
| Alamo Structural Steel - HQ                        | Prof. Service | Jun-26    |            | 15,000         | \$3.80           |
| <b>TOTAL</b>                                       |               |           | <b>505</b> | <b>583,312</b> | <b>\$38.80</b>   |
| <b>GOAL</b>                                        |               |           | <b>700</b> | <b>750,000</b> | <b>\$200.00</b>  |
| <b>% of GOAL</b>                                   |               |           | <b>72%</b> | <b>78%</b>     | <b>19%</b>       |

### Recent Activity: Past 30 Days

| Metric                                   | Count | YTD Total | Annual Goal | % of Goal |
|------------------------------------------|-------|-----------|-------------|-----------|
| Attraction Inquiries (Leads)             | 9     | 113       | 155         | 73%       |
| Proposals Responses Submitted            | 15    | 93        | 120         | 78%       |
| On-site Attraction Visits Completed      | 14    | 56        | 60          | 93%       |
| Business Retention Visits Conducted      | 9     | 61        | 100         | 61%       |
| Business Assistance Requests Completed   | 10    | 52        | 130         | 40%       |
| Marketing and Tradeshow Events Attended: | 1     | 22        | 25          | 88%       |

*Texas Space Commission Site Visit*

### New Active Projects (Past 30 Days)

| Project Name    | Industry      | Active Date | Employment | SqFt.          | Investment (Mil) |
|-----------------|---------------|-------------|------------|----------------|------------------|
| Project Iris    | Manufacturing | May-26      | 105        | 300,000        | \$125.00         |
| Project Cavalry | Manufacturing | Jul-26      | 500        | 500000         | \$209.00         |
| <b>TOTAL</b>    |               |             | <b>605</b> | <b>800,000</b> | <b>\$334.00</b>  |

### Current Active Attraction Projects

| Project Name            | Industry      | Active Date | Employment   | SqFt.            | Investment (Mil) |
|-------------------------|---------------|-------------|--------------|------------------|------------------|
| Project Jingle          | Distribution  | Dec-21      | 15           | 55,000           | \$5.00           |
| Project Blue Orlando    | Prof. Service | Jun-22      | 75           | 500,000          | \$3,333.00       |
| Project Filling Station | Manufacturing | Sep-23      | 50           | 70,000           | \$70.00          |
| Project Lasso           | Prof. Service | May-23      | 50           | 750,000          | \$750.00         |
| Project Frozen Blue     | Manufacturing | May-24      | 300          | 185,000          | \$23.00          |
| Project Celcius         | Manufacturing | Mar-25      | 120          | 110,000          | \$15.00          |
| Project Stage           | Manufacturing | Jul-24      | 100          | 100,000          | \$15.00          |
| Project Turkish Coffee  | Manufacturing | Aug-25      | 100          | 30,000           | \$40.00          |
| Project Alpine Alloy    | Manufacturing | Oct-25      | 300          | 635,400          | \$100.00         |
| Project Bluebonnet      | Manufacturing | Nov-25      | 1000         | 1,200,000        | \$350.00         |
| Project Gulf Breeze     | Manufacturing | Feb-26      | 55           | 20,000           | TBD              |
| Project Handshake       | Manufacturing | Apr-26      | 220          | 500,000          | \$165.00         |
| Project Fresh One       | Manufacturing | Oct-25      | 100          | 1,000,000        | \$225.00         |
| <b>TOTAL</b>            |               |             | <b>3,035</b> | <b>5,755,400</b> | <b>5,091</b>     |

### Current Active Expansion Projects

| Project Name                             | Industry      | Active Date | Employment   | SqFt.            | Investment (Mil)  |
|------------------------------------------|---------------|-------------|--------------|------------------|-------------------|
| Project Column                           | Manufacturing | May-24      | -            | -                | \$12.00           |
| Project Frosty Flow                      | Manufacturing | Sep-25      | -            | 30,000           | \$120.00          |
| Project Huckleberry                      | Aerospace     | Mar-24      | 300          | 100,000          | \$30.00           |
| Project Square                           | Manufacturing | Oct-20      | 20           | TBD              | \$50.00           |
| Project Garden                           | Distribution  | Nov-22      | 0            | 410,000          | \$47.26           |
| Project Zeppelin                         | Manufacturing | Apr-25      | -            | 11,300           | \$18.00           |
| Project Tigerwood                        | Manufacturing | Dec-23      | 120          | 100,000          | \$34.00           |
| Project New Horizon                      | Aerospace     | Sep-25      | 200          | 100,000          | \$80.00           |
| Project Bedrock                          | Prof. Service | Dec-25      | 220          | 80,000           | \$12.00           |
| Project Bubbles                          | Manufacturing | Jun-26      | 5            | 10,000           | \$80.00           |
| Project Clover                           | Manufacturing | Jul-25      |              |                  | \$3.20            |
| <b>TOTAL</b>                             |               |             | <b>865</b>   | <b>841,300</b>   | <b>\$486.46</b>   |
| <b>GRAND TOTAL (all active projects)</b> |               |             | <b>4,005</b> | <b>6,896,700</b> | <b>\$5,911.46</b> |

### Closed Projects (Past 30 Days)

| Project Name                   | Industry      | Active Date | Employment | SqFt.          | Investment (Mil)  |
|--------------------------------|---------------|-------------|------------|----------------|-------------------|
| Project Apex Prime             | Manufacturing | May-26      | 500        | 350,000        | \$180.00          |
| Project Infinite Possibilities | Manufacturing | Sep-25      | 50         | 250,000        | \$2,000.00        |
| <b>TOTAL</b>                   |               |             | <b>550</b> | <b>600,000</b> | <b>\$2,180.00</b> |



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## Minutes

### Board of Directors, Greater Waco Chamber of Commerce

The Cooper Room, Salome Commerce Center

Wednesday, July 15<sup>th</sup>, 2026, 10:00 am

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#### 1) **Welcome**

Mr. Todd Moore called the meeting to order at 10:02 am.

#### 2) **Consent Agenda**

Mr. Moore presented the June 2026 minutes and membership report and the May 2026 financials. Approved by Dr. Jackson Griggs; 2<sup>nd</sup> by Mrs. Cathi Davis; All in favor

#### 3) **CEO Report**

Mr. Meadors presented the CEO Report. The following items were discussed:

- Reviewed upcoming event: Mid-Year Membership
- Mrs. Nancy Gupton presented an update on TRC and asked the Board for referrals
- Thanked the County Leaders for their hard work and teamwork over the past 3.5 years

Mrs. Kris Collins gave an Economic Development update. The following items were discussed:

- Reviewed ED report and reported the summer to be very busy
- New Construction has increased from last YTD
- Job markets across Texas show significant job loss except for Waco
- Announced that we are taking nominations for Leading Waco Women

Mr. Gil Salinas gave an update on Job Market Projections. The following items were discussed:

- Job markets discussed: Food Service, Healthcare, Wholesale Distribution and Manufacturing
- Reported that the Waco job market is performing higher than the national average

Mr. Jacob Hogan gave an update on Public Policy. The following items were discussed:

- Reviewed the Upcoming events: State of Series and confirmed/planned speakers
- Intercity Leadership Visit registration is filling up quickly
- Waco Day in Austin dates are being finalized and will be shared soon
- Currently working on the 2027 Legislative Priorities

Mrs. Rachel Martinez gave an update on Workforce & Talent. The following items were discussed:

- LEAD Program continues to grow in numbers and will be hosting a Lunch & Learn today
- Teacher Externships end on the last day of July
- LEAD Program was chosen as a Charity Champion and will be spotlighted at different Baylor sporting events this year
- Reviewed Upcoming Events: Construction & Manufacturing Career Showcase, inWaco Job Fair, Talent Forward Waco and Healthcare Career Showcase

#### 4) **Guest Presentation**

Mr. Moore welcomed guest speakers, Judge Scott M. Felton and Mr. Dustin Champan with McLennan County and Mr. Ryan Holt with the City of Waco. Question and answer discussion ensued.

#### 5) **Board Discussion**

Mr. Moore opened the floor for a facilitated discussion. Discussion ensued.

6) **Closing Business & Chair's Comments**

Mr. Moore thanked everyone for being in attendance.

Meeting adjourned at 11:23 am

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Viereg" or "Viereggs", written in a cursive style.

Emily Viereg

**ATTENDANCE REPORT  
JULY 2026 BOARD OF DIRECTORS**

| Last Name | First Name | Representing Organization                       | Attended? |
|-----------|------------|-------------------------------------------------|-----------|
| Ballas    | Catherine  | REFIT Studio + HQ                               |           |
| Bell      | Jacob      | Walker Partners                                 |           |
| Bhakta    | Meraj      | KB Hotels                                       |           |
| Boen      | Jennifer   | STV, Inc.                                       |           |
| Buckner   | Jon Mark   | Corridor Concepts                               | ✓         |
| Chase     | George     | Insurors of Texas                               | ✓         |
| Cole      | Wes        | Brazos River Capital                            | ✓         |
| Cook      | Jason      | Baylor University                               | ✓         |
| Cox       | Leah       | Kelly, Realtors                                 |           |
| Czimskey  | Matt       | Beard Kultgen Brophy Bostwick & Dickson         |           |
| Davis     | Cathi      | Seedhouse Creative                              | ✓         |
| Dodds     | Jesse      | Cultivate Ventures Group                        |           |
| DuBois    | Michael    | DuBois Furniture                                |           |
| Goss      | Cameron    | Bowen Electric Co.                              | ✓         |
| Graves    | Frank      | McLennan Community College                      | ✓         |
| Griggs    | Jackson    | Waco Family Medicine                            | ✓         |
| Haferkamp | Carolyn    | Central National Bank                           | ✓         |
| Hansen    | Dakota     | Clark Roofing                                   |           |
| Hassell   | Dana       | American Bank                                   |           |
| Helpert   | Keith      | K4 Construction                                 | ✓         |
| Lacy      | Ben        | Community Bank & Trust                          |           |
| Lalani    | Kary       | Lalani Lodging, Inc.                            | ✓         |
| Lancaster | Chris      | Baylor Scott & White Medical Center - Hillcrest |           |
| LeRow     | Stefan     | Cromwell Commercial Group                       |           |
| Manning   | Jennifer   | Pattillo, Brown & Hill, L.L.P.                  |           |
| Mathis    | Jay        | Mathis Consulting Powered by Sandler            |           |
| McDonald  | Claire     | Bird Kultgen Ford                               |           |
| Meadors   | Matt       | Greater Waco Chamber of Commerce                | ✓         |
| Moore     | Bryce      | Texas Farm Bureau                               |           |
| Moore     | Todd       | Alliance Bank Central Texas                     | ✓         |
| Neuberger | Josh       | Uzin Utz                                        |           |
| Patterson | Philip     | Ascension Providence                            |           |
| Pedalty   | Josh       | American Amicable Group                         | ✓         |
| Peters    | Stephanie  | Cargill Protein                                 | ✓         |
| Plaza     | Sergio     | Allied Steel Buildings                          | ✓         |
| Reynolds  | Matt       | Tejas Logistics Systems                         | ✓         |
| Richards  | Tammy      | Extraco Banks                                   | ✓         |
| Sivess    | Chuck      | American Guaranty Title                         |           |
| Stevens   | Kim        | Waco Social                                     |           |
| Tullis    | Rick       | Cupar Creek, LLC                                | ✓         |
| Tyler     | JoBetsy    | First Central Credit Union                      | ✓         |
| Woodard   | Bob        | JRBT                                            | ✓         |
| Wooten    | Beth       | Texas State Technical College                   | ✓         |
| Young     | Jason      | TYMCO, Inc.                                     |           |
| Zander    | Kirk       | UTEC Utility Truck Equipment Co.                |           |

Felton  
Chapman  
Holt

Scott  
Dustin  
Ruan

McLennan County  
McLennan County  
City of Waco

**Ana Picazo**  
Human Resources Director  
Human Resources Dept.



**McLennan County**  
214 N. 4<sup>th</sup> St., Suite 200  
Waco, TX 76701-1366  
Office: (254)-757-5158

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## MEMORANDUM

Date: Tuesday, September 15th, 2026

To: Commissioners' Court

From: Ana Picazo, Human Resources Director

Subject: Requesting Approval to Amend the McLennan County Employee Policy Guide

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Human Resources is requesting to amend the McLennan County Employee Policy to reflect the compensation changes adopted for the Fiscal Year 2027. Below is a summary of the proposed change to the policy guide.

- Section 7.05 – SHERIFF'S OFFICE STRUCTURED STEP PAY PLAN
  - The step plan pay table salaries have been updated to include an additional step within each rank of the structure

With Commissioner's Court approval, Human Resources will update the Policy Guide to reflect the above-mentioned amendment. As in previous years, HR will distribute the updated policy guide to employees and obtain acknowledgment of receipt.

–Thank You.

ORDER AMENDING CHAPTER 7 OF THE MCLENNAN COUNTY EMPLOYEE POLICY GUIDE RELATING TO COMPENSATION

Came before the Commissioners Court the matter of a proposed amendment to Chapter 7 of the McLennan County Employee Policy Guide.

BE IT ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS THAT:

- 1. Chapter 7 of the McLennan County Employee Policy Guide is amended to update section 7.05 SHERIFF'S OFFICE STRUCTURED STEP PAY PLAN subsection G:  
G. STEP PAY TABLES EFFECTIVE OCTOBER 1<sup>ST</sup>, 2026**

| Law Enforcement Pay Table |        |             |             |               |            |
|---------------------------|--------|-------------|-------------|---------------|------------|
| Step                      | Deputy | LE Corporal | LE Sergeant | LE Lieutenant | LE Captain |
| 0                         | 61,890 | 72,780      | 80,006      | 88,070        | 94,667     |
| 1                         | 63,778 | 75,139      | 83,039      | 92,173        | 99,079     |
| 2                         | 65,722 | 77,573      | 86,186      | 96,469        | 103,696    |
| 3                         | 67,727 | 80,087      | 89,452      | 100,965       | 108,528    |
| 4                         | 69,793 | 82,681      | 92,842      | 105,669       | 113,585    |
| 5                         | 71,922 | 85,360      | 96,361      | 110,593       | 118,878    |
| 6                         | 74,115 | 88,126      | 100,013     | 110,593       | 118,878    |
| 7                         | 76,375 | 90,981      | 103,803     | 110,593       | 118,878    |
| 8                         | 78,704 | 93,929      | 103,803     | 110,593       | 118,878    |
| 9                         | 81,106 | 93,929      | 103,803     | 110,593       | 118,878    |
| 10                        | 83,579 | 93,929      | 103,803     | 110,593       | 118,878    |
| 11                        | 86,128 | 93,929      | 103,803     | 110,593       | 118,878    |
| 12                        | 86,128 | 93,929      | 103,803     | 110,593       | 118,878    |

| Corrections Pay Table |        |               |               |                 |            |
|-----------------------|--------|---------------|---------------|-----------------|------------|
| Step                  | Jailer | Jail Corporal | Jail Sergeant | Jail Lieutenant | CO Captain |
| 0                     | 51,418 | 59,167        | 74,037        | 88,070          | 94,667     |
| 1                     | 52,934 | 61,084        | 76,844        | 92,173          | 99,079     |
| 2                     | 54,496 | 63,063        | 79,756        | 96,469          | 103,696    |
| 3                     | 56,104 | 65,107        | 82,778        | 100,965         | 108,528    |
| 4                     | 57,758 | 67,216        | 85,915        | 105,669         | 113,585    |
| 5                     | 59,462 | 69,394        | 89,171        | 110,593         | 118,878    |
| 6                     | 61,216 | 71,642        | 92,552        | 110,593         | 118,878    |
| 7                     | 63,023 | 73,963        | 96,060        | 110,593         | 118,878    |
| 8                     | 64,881 | 76,359        | 96,060        | 110,593         | 118,878    |
| 9                     | 66,796 | 76,359        | 96,060        | 110,593         | 118,878    |
| 10                    | 68,766 | 76,359        | 96,060        | 110,593         | 118,878    |
| 11                    | 68,766 | 76,359        | 96,060        | 110,593         | 118,878    |
| 12                    | 68,766 | 76,359        | 96,060        | 110,593         | 118,878    |

- 2. The Human Resources Director is directed to update the McLennan County Employee Policy Guide in accordance with this amendment, and to notify offices and departments of the amendment.**

Passed this 15<sup>th</sup> day of September, 2026

\_\_\_\_\_  
Scott M. Felton, County Judge

Attest:

\_\_\_\_\_  
County Clerk or Deputy Clerk

# APPLICATION AND CERTIFICATE FOR PAYMENT - CONSTRUCTION MANAGER AT RISK

APPLICATION FOR PARTIAL PAYMENT No. 21 Contractors Job No. 2305 PROJECT No. 22210.00  
 FOR THE PERIOD: July 26, 2026 TO: August 25, 2026 Date Submitted: 08/28/2026  
 NAME OF PROJECT: McLennan County Judicial Center (Old Downtown Jail Conversion) Project  
 CMR NAME & ADDRESS: John W. Erwin General Contractor, Inc. 313 South 13th Street Waco, Texas 76701

## TO BE COMPLETED BY THE CONSTRUCTION MANAGER AT RISK

|                                                                    | PRE-CONSTRUCTION SERVICES | + | CONSTRUCTION SERVICES (GMP) | = | TOTAL CONTRACT AMOUNT |
|--------------------------------------------------------------------|---------------------------|---|-----------------------------|---|-----------------------|
| 1 Original Contract Amount:                                        | \$ 72,998                 |   | \$ 0                        |   | \$ 72,998             |
| 2 Approved Change Order Additions:                                 | \$ 0                      |   | \$ 63,046,305               |   | \$ 63,046,305         |
| 3 Accepted Change Order Deductions:                                | \$ 0                      |   | \$ 0                        |   | \$ 0                  |
| 4 Current Contract Amount:                                         | \$ 72,998                 |   | \$ 63,046,305               |   | \$ 63,119,303         |
| 5 Total Completed To Date:                                         | \$ 72,998                 |   | \$ 39,577,768               |   | \$ 39,650,766         |
| 6 Less Total Retainage Held To Date:                               | \$ 0                      |   | \$ 1,978,888                |   | \$ 1,978,888          |
| 7 Total Net Earned Amount:                                         | \$ 72,998                 |   | \$ 37,598,879               |   | \$ 37,671,877         |
| 8 Less Previous Payments:                                          | \$ 72,998                 |   | \$ 35,273,006               |   | \$ 35,346,004         |
| 9 Current Payment Due For Each Part:                               | \$ 0                      |   | \$ 2,325,873                |   | \$ 2,325,873          |
| 10 Balance To Finish, Including Retainage:<br>(line 4 less line 7) | \$ 0                      |   | \$ 25,447,426               |   | \$ 25,447,426         |

## AFFIDAVIT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Kevin C. Karr  
Signature of CM-R

STATE OF TEXAS  
COUNTY OF  
McLennan  
(STAMP SEAL BELOW)

Personally before me, the undersigned authority, this day appeared Kevin C. Karr who being by me duly sworn, on his oath says that the account hereto attached, in the amount of \$2,325,873 in favor of John W. Erwin General Contractor, Inc. and against McLennan County, Texas is, within the knowledge of affiant, just true, and correct: that it is due and that all just and lawful offsets, payments, and credits have been allowed.

Sworn to and subscribed before me, Kevin C. Karr this 28th day of August, 20 26  
Signature of CM-R

Notary Public

Danielle Collins  
Signature of Notary  
04/08/2029

My Commission expires:

McLennan



## PRE-CONSTRUCTION SERVICES :

Current Payment For Pre-Construction Services 0

## CONSTRUCTION SERVICES :

Current Payment For Construction Services 2,325,873

NOTE: THIS SECTION IS ONLY TO BE COMPLETED BY THE ARCHITECT / ENGINEER WHEN CONSTRUCTION PHASE SERVICES ARE BEING PERFORMED

## APPLICATION AND CERTIFICATE FOR PAYMENT: TO BE COMPLETED BY THE PROJECT ARCHITECT / ENGINEER

TO: McLennan County, Waco, Texas

This is to certify that John W. Erwin General Contractor, Construction Manager-at-Risk for the Project McLennan County Judicial Center (Old Downtown Jail Conversion) Project is entitled to payment for Construction Services of this Certificate in the amount of \$ \$2,325,873.00

(Attach explanation if amount certified differs from the amount applied for.)

Architect or Engineer David Aschkerberg David Aschkerberg David Aschkerberg

Reviewed and Certified on 08/28/2026 By: David Aschkerberg David Aschkerberg David Aschkerberg  
Date Signature of Architect or Engineer

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect or Engineer certify to the Owner that to the best of our knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in general conformance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

## APPLICATION AND CERTIFICATE FOR PAYMENT: TO BE COMPLETED BY THE OWNER

McLennan County:

Reviewed and Approved on

Date

By:

Signature



| McLennan County Judicial Center (Old Downtown Jail Conversion) Project - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY) |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    | Project Address: 520 Columbus Ave, Waco, Texas 76701 |                                          |           |        |                |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------|-------------------------------------|----------------------------|-------------------------------------------|-------------------------------------------|---------------------------------------------|------------------------------------|------------------------------------------------------|------------------------------------------|-----------|--------|----------------|
| Contractor's Job No.: 2305   BSW Project No. 22210.00                                                                                       |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    | Application For Payment Number: 21                   |                                          |           |        |                |
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project                                                        |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    | Application Period: From 7/28/2028 To 8/25/2028      |                                          |           |        |                |
| Construction Manager Name: John W. Erwin General Contractor, Inc.                                                                           |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |                                                      |                                          |           |        |                |
| A                                                                                                                                           | B                                                                                                                                                                         | C                        | D                                              | E                                   | F                          | G                                         | H                                         | I                                           | J                                  | K                                                    | L                                        | M         | N      |                |
| Spec. Section / Bid Package                                                                                                                 | Description of Work / Subcontractor / Supplier / Vendor / Specification Section                                                                                           | Initial Line Item Values | Additional Services / IOMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract, Purchase Order or Vendor No. | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | Current Application                |                                                      |                                          |           |        | Retainage (5%) |
|                                                                                                                                             |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             | Total Amount This Period & Percent |                                                      | Total Amount Completed To Date & Percent |           |        |                |
|                                                                                                                                             |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             | L - H                              | J - I                                                | H + J                                    | L + M     | L x 5% |                |
| Pre-Construction Services                                                                                                                   |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |                                                      |                                          |           |        |                |
|                                                                                                                                             |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |                                                      |                                          |           |        |                |
|                                                                                                                                             | Personnel Costs                                                                                                                                                           | \$ 60,388                | \$ -                                           | \$ 60,388                           | \$ -                       | N/A                                       | \$ -                                      | \$ 60,388 100%                              | \$ -                               | 0%                                                   | \$ -                                     | 0%        | N/A    |                |
|                                                                                                                                             | Other Project Costs                                                                                                                                                       | \$ 6,812                 | \$ -                                           | \$ 6,812                            | \$ -                       | N/A                                       | \$ 6,812                                  | \$ 6,812 100%                               | \$ -                               | 0%                                                   | \$ 6,812 100%                            |           | N/A    |                |
|                                                                                                                                             | Pre-Construction Services Subtotal                                                                                                                                        | \$ 72,998                | \$ -                                           | \$ 72,998                           | \$ -                       |                                           | \$ -                                      | \$ - 0%                                     | \$ -                               | 0%                                                   | \$ 72,998 100%                           |           | N/A    |                |
|                                                                                                                                             | Pre-Construction Services Total                                                                                                                                           | \$ 72,998                | \$ -                                           | \$ 72,998                           | \$ -                       |                                           | \$ 72,998                                 | \$ 72,998 100%                              | \$ -                               | 0%                                                   | \$ 72,998 100%                           |           | N/A    |                |
| Construction Services                                                                                                                       |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |                                                      |                                          |           |        |                |
|                                                                                                                                             |                                                                                                                                                                           |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |                                                      |                                          |           |        |                |
|                                                                                                                                             | Guaranteed Maximum Price (GMP) No. 01, IOMP No. 02, IOMP No. 03, and IOMP No. 04                                                                                          | \$ -                     | \$ -                                           | \$ -                                | \$ -                       |                                           | \$ -                                      | \$ - 0%                                     | \$ -                               | 0%                                                   | \$ -                                     | 0%        | \$ -   |                |
|                                                                                                                                             | General Requirements:                                                                                                                                                     | \$ -                     | \$ -                                           | \$ -                                | \$ -                       |                                           | \$ -                                      | \$ - 0%                                     | \$ -                               | 0%                                                   | \$ -                                     | 0%        | \$ -   |                |
|                                                                                                                                             | Professional / Licensed Survey / Professional 3rd Party Engineering Services + IOMP No. 04                                                                                | \$ 73,750                | \$ 73,750                                      | \$ -                                | \$ -                       |                                           | \$ 73,750                                 | \$ 28,110 39%                               | \$ 2,135.23 3%                     | \$ 31,245 42%                                        | \$ 1,562                                 |           |        |                |
|                                                                                                                                             | Temporary Structural Shoring Materials Rental (Temporary shoring materials to re-shore the existing concrete building structure as required by Structural Drawings)       | \$ -                     | \$ -                                           | \$ -                                | \$ -                       |                                           | \$ -                                      | \$ 43,480 0%                                | \$ -                               | 0%                                                   | \$ 43,480 0%                             | \$ 2,174  |        |                |
|                                                                                                                                             | Road Closure (Columbus Ave., 5th Street, 8th Street) - Engineered Traffic Plan(s)                                                                                         | \$ 5,775                 | \$ 5,775                                       | \$ -                                | \$ -                       |                                           | \$ 5,775                                  | \$ 3,600 62%                                | \$ -                               | 0%                                                   | \$ 3,600 62%                             | \$ 180    |        |                |
|                                                                                                                                             | Road Closure (Columbus Ave., 5th Street, 8th Street) - Traffic Control Device Rental(s) + Temp. Barricades and Temp. Project Fencing + IOMP No. 04                        | \$ 50,700                | \$ 50,700                                      | \$ -                                | \$ -                       |                                           | \$ 50,700                                 | \$ 49,235 97%                               | \$ 1,466.57 3%                     | \$ 50,722 100%                                       | \$ 2,536                                 |           |        |                |
|                                                                                                                                             | Temporary Fire Protection / Extinguishers + IOMP No. 04                                                                                                                   | \$ 12,600                | \$ 12,600                                      | \$ -                                | \$ -                       |                                           | \$ 12,600                                 | \$ 2,858 23%                                | \$ -                               | 0%                                                   | \$ 2,858 23%                             | \$ 143    |        |                |
|                                                                                                                                             | Temporary Power                                                                                                                                                           | \$ 80,000                | \$ 80,000                                      | \$ -                                | \$ -                       |                                           | \$ 80,000                                 | \$ 9,851 12%                                | \$ 797.88 1%                       | \$ 10,748 13%                                        | \$ 537                                   |           |        |                |
|                                                                                                                                             | Temporary Tents + IOMP No. 04                                                                                                                                             | \$ 118,837               | \$ 118,837                                     | \$ -                                | \$ -                       |                                           | \$ 118,837                                | \$ 19,129 16%                               | \$ 1,420.58 1%                     | \$ 20,550 18%                                        | \$ 1,027                                 |           |        |                |
|                                                                                                                                             | Temporary Storage                                                                                                                                                         | \$ 35,000                | \$ 35,000                                      | \$ -                                | \$ -                       |                                           | \$ 35,000                                 | \$ 6,014 17%                                | \$ -                               | 0%                                                   | \$ 6,014 17%                             | \$ 301    |        |                |
|                                                                                                                                             | Dumpster(s) + IOMP No. 04                                                                                                                                                 | \$ 274,120               | \$ 274,120                                     | \$ -                                | \$ -                       |                                           | \$ 274,120                                | \$ 61,129 22%                               | \$ 5,467.49 2%                     | \$ 67,597 25%                                        | \$ 3,380                                 |           |        |                |
|                                                                                                                                             | Project Support: Holding / Forklift(s) / Equipment + IOMP No. 04                                                                                                          | \$ 1,377,747             | \$ 1,377,747                                   | \$ -                                | \$ -                       |                                           | \$ 1,377,747                              | \$ 356,413 26%                              | \$ 22,803.00 2%                    | \$ 379,316 28%                                       | \$ 18,968                                |           |        |                |
|                                                                                                                                             | Reduction in Project Support: Holding / Forklift(s) / Equipment budget to Fund CO #2 to Selective Demolition Subcontractor                                                | \$ -                     | \$ (400,000)                                   | \$ 400,000                          | \$ -                       |                                           | \$ (400,000)                              | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Project Support: Equipment Fuel & Maintenance + IOMP No. 04                                                                                                               | \$ 65,422                | \$ 65,422                                      | \$ -                                | \$ -                       |                                           | \$ 65,422                                 | \$ 25,522 39%                               | \$ 1,870.03 3%                     | \$ 27,392 42%                                        | \$ 1,370                                 |           |        |                |
|                                                                                                                                             | Elevator Temporary Cab Protection / Temp. Operation + IOMP No. 04                                                                                                         | \$ 68,057                | \$ 68,057                                      | \$ -                                | \$ -                       |                                           | \$ 68,057                                 | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Misc. Small Tools + IOMP No. 04                                                                                                                                           | \$ 38,225                | \$ 38,225                                      | \$ -                                | \$ -                       |                                           | \$ 38,225                                 | \$ 9,947 26%                                | \$ 124.42 0%                       | \$ 9,771 26%                                         | \$ 489                                   |           |        |                |
|                                                                                                                                             | Ice, cups, water + IOMP No. 04                                                                                                                                            | \$ 7,014                 | \$ 7,014                                       | \$ -                                | \$ -                       |                                           | \$ 7,014                                  | \$ 864 14%                                  | \$ -                               | 0%                                                   | \$ 864 14%                               | \$ 49     |        |                |
|                                                                                                                                             | General Job Clean Up + CP No. 03 + IOMP No. 04 + CP No. 12                                                                                                                | \$ 412,429               | \$ 421,272                                     | \$ (8,843)                          | \$ -                       |                                           | \$ 421,272                                | \$ 212,128 50%                              | \$ 11,518.99 3%                    | \$ 223,843 53%                                       | \$ 11,182                                |           |        |                |
|                                                                                                                                             | Final Clean Building Area + IOMP No. 04                                                                                                                                   | \$ 110,455               | \$ 110,455                                     | \$ -                                | \$ -                       |                                           | \$ 110,455                                | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Final Clean Site + IOMP No. 04                                                                                                                                            | \$ 22,500                | \$ 22,500                                      | \$ -                                | \$ -                       |                                           | \$ 22,500                                 | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Subcontract and Other Project Costs:                                                                                                                                      | \$ -                     | \$ -                                           | \$ -                                | \$ -                       |                                           | \$ -                                      | \$ - 0%                                     | \$ -                               | 0%                                                   | \$ -                                     | 0%        | \$ -   |                |
|                                                                                                                                             | Materials Testing - BY OWNER                                                                                                                                              | \$ -                     | \$ -                                           | \$ -                                | \$ -                       |                                           | \$ -                                      | \$ - 0%                                     | \$ -                               | 0%                                                   | \$ -                                     | 0%        | \$ -   |                |
|                                                                                                                                             | Building Permit Fee + IOMP No. 04                                                                                                                                         | \$ 49,705                | \$ 49,705                                      | \$ -                                | \$ -                       |                                           | \$ 49,705                                 | \$ 46,410 93%                               | \$ -                               | 0%                                                   | \$ 46,410 93%                            | \$ 2,320  |        |                |
|                                                                                                                                             | COW ROW Fee                                                                                                                                                               | \$ 49,048                | \$ 49,048                                      | \$ -                                | \$ -                       |                                           | \$ 49,048                                 | \$ 43,799 89%                               | \$ -                               | 0%                                                   | \$ 43,799 89%                            | \$ 2,190  |        |                |
|                                                                                                                                             | SWPPP Plan                                                                                                                                                                | \$ 7,500                 | \$ 7,500                                       | \$ -                                | \$ -                       |                                           | \$ 7,500                                  | \$ 300 4%                                   | \$ -                               | 0%                                                   | \$ 300 4%                                | \$ 15     |        |                |
|                                                                                                                                             | SWPPP Inspections, Repairs and Maintenance                                                                                                                                | \$ 11,585                | \$ 11,585                                      | \$ -                                | \$ -                       |                                           | \$ 11,585                                 | \$ 3,373 29%                                | \$ -                               | 0%                                                   | \$ 3,373 29%                             | \$ 169    |        |                |
|                                                                                                                                             | SUBCONTRACT- Selective Demolition- Trident Solution Services, LLC:                                                                                                        | \$ -                     | \$ -                                           | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ -                                      | \$ - 0%                                     | \$ -                               | 0%                                                   | \$ -                                     | 0%        | \$ -   |                |
|                                                                                                                                             | Lower Level Selective Demolition                                                                                                                                          | \$ 231,450               | \$ 231,450                                     | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 231,450                                | \$ 231,450 100%                             | \$ -                               | 0%                                                   | \$ 231,450 100%                          | \$ 11,573 |        |                |
|                                                                                                                                             | Level 1 Selective Demolition                                                                                                                                              | \$ 147,010               | \$ 147,010                                     | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 147,010                                | \$ 147,010 100%                             | \$ -                               | 0%                                                   | \$ 147,010 100%                          | \$ 7,351  |        |                |
|                                                                                                                                             | Level 2 Selective Demolition                                                                                                                                              | \$ 147,010               | \$ 147,010                                     | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 147,010                                | \$ 147,010 100%                             | \$ -                               | 0%                                                   | \$ 147,010 100%                          | \$ 7,351  |        |                |
|                                                                                                                                             | Level 3 Selective Demolition                                                                                                                                              | \$ 147,010               | \$ 147,010                                     | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 147,010                                | \$ 147,010 100%                             | \$ -                               | 0%                                                   | \$ 147,010 100%                          | \$ 7,351  |        |                |
|                                                                                                                                             | Level 4 Selective Demolition                                                                                                                                              | \$ 110,880               | \$ 110,880                                     | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 110,880                                | \$ 110,880 100%                             | \$ -                               | 0%                                                   | \$ 110,880 100%                          | \$ 5,533  |        |                |
|                                                                                                                                             | Level 5 Selective Demolition                                                                                                                                              | \$ 110,880               | \$ 110,880                                     | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 110,880                                | \$ 110,880 100%                             | \$ -                               | 0%                                                   | \$ 110,880 100%                          | \$ 5,533  |        |                |
|                                                                                                                                             | Level 6 Selective Demolition                                                                                                                                              | \$ 110,880               | \$ 110,880                                     | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 110,880                                | \$ 110,880 100%                             | \$ -                               | 0%                                                   | \$ 110,880 100%                          | \$ 5,533  |        |                |
|                                                                                                                                             | Pre-Demolition Make Safe Work, fall prevention / protection / floor coverings, and wire screening over existing exterior windows at select locations (Subcontract CO #01) | \$ 42,100                | \$ 42,100                                      | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 42,100                                 | \$ 42,100 100%                              | \$ -                               | 0%                                                   | \$ 42,100 100%                           | \$ 2,105  |        |                |
|                                                                                                                                             | Media / Sandblasting Paint off of existing Concrete Superstructure (Subcontract CO #02)                                                                                   | \$ -                     | \$ 628,500                                     | \$ (628,500)                        | \$ -                       | 2305-0200-0000-S                          | \$ 628,500                                | \$ 628,500 100%                             | \$ -                               | 0%                                                   | \$ 628,500 100%                          | \$ 31,425 |        |                |
|                                                                                                                                             | Temporary Partitions at Existing Sullyport / Annex Building (Subcontract CO #03)                                                                                          | \$ -                     | \$ 7,500                                       | \$ (7,500)                          | \$ -                       | 2305-0200-0000-S                          | \$ 7,500                                  | \$ 7,500 100%                               | \$ -                               | 0%                                                   | \$ 7,500 100%                            | \$ 375    |        |                |
|                                                                                                                                             | Removal of Remaining Building Brick Veneer + Additional Brick Removal above Columbus Ave. Sullyport + Additional safety rails and barricades (Subcontract CO #04)         | \$ -                     | \$ 538,252                                     | \$ (538,252)                        | \$ -                       | 2305-0200-0000-S                          | \$ 538,252                                | \$ 538,252 100%                             | \$ -                               | 0%                                                   | \$ 538,252 100%                          | \$ 26,913 |        |                |
|                                                                                                                                             | Coat Proposal (CP) No. 03- Design Team Request- Additional Brick Removal / Replace with new Stone Cladding above new Main Entry (Subcontract CO #05)                      | \$ -                     | \$ 38,000                                      | \$ (38,000)                         | \$ -                       | 2305-0200-0000-S                          | \$ 38,000                                 | \$ 38,000 100%                              | \$ -                               | 0%                                                   | \$ 38,000 100%                           | \$ 1,900  |        |                |
|                                                                                                                                             | Additional CMU demo to facilitate FRP install and additional guardrail at levels 2 thru 5 at old sullyport (Subcontract CO #06)                                           | \$ -                     | \$ 11,875                                      | \$ (11,875)                         | \$ -                       | 2305-0200-0000-S                          | \$ 11,875                                 | \$ 11,875 100%                              | \$ -                               | 0%                                                   | \$ 11,875 100%                           | \$ 584    |        |                |
|                                                                                                                                             | ADD: Annex Building 3rd Floor Renovation (IOMP No. 04)- Demolition Work (Subcontract CO #07)                                                                              | \$ 150,000               | \$ 150,000                                     | \$ -                                | \$ -                       | 2305-0200-0000-S                          | \$ 150,000                                | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | BUDGET FUNDS- Selective Demolition                                                                                                                                        | \$ 606,513               | \$ 606,513                                     | \$ -                                | \$ -                       |                                           | \$ 606,513                                | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Budget Funds- Selective Demolition- use to Fund CO #2 to Selective Demolition Subcontractor                                                                               | \$ -                     | \$ (27,800)                                    | \$ 27,800                           | \$ -                       |                                           | \$ (27,800)                               | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Budget Funds- Selective Demolition- use to Fund CO #4 to Selective Demolition Subcontractor                                                                               | \$ -                     | \$ (538,252)                                   | \$ 538,252                          | \$ -                       |                                           | \$ (538,252)                              | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Budget Funds- Selective Demolition- use to Fund CO #6 to Selective Demolition Subcontractor                                                                               | \$ -                     | \$ (11,875)                                    | \$ 11,875                           | \$ -                       |                                           | \$ (11,875)                               | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Budget Funds- ADD: Annex Building 3rd Floor Renovation Selective Demo (IOMP No. 04)                                                                                       | \$ 25,000                | \$ 25,000                                      | \$ -                                | \$ -                       |                                           | \$ 25,000                                 | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Specialty Demolition- Specialized Concrete Floor and Wall Cutting                                                                                                         | \$ 388,091               | \$ 388,091                                     | \$ -                                | \$ -                       |                                           | \$ 388,091                                | \$ 388,091 100%                             | \$ -                               | 0%                                                   | \$ 388,091 100%                          | \$ 19,405 |        |                |
|                                                                                                                                             | Demolition of Existing Fire Protection System Fire Pumps / Confirmation of Existing Fire Water Feeds to old Jail- Consulting by Dickerson (Invoice Work)                  | \$ -                     | \$ 2,015                                       | \$ (2,015)                          | \$ -                       |                                           | \$ 2,015                                  | \$ 2,015 100%                               | \$ -                               | 0%                                                   | \$ 2,015 100%                            | \$ 101    |        |                |
|                                                                                                                                             | SUBCONTRACT- Building Concrete Work- JP Lowry Construction, LLC                                                                                                           | \$ -                     | \$ -                                           | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ -                                      | \$ - 0%                                     | \$ -                               | 0%                                                   | \$ -                                     | 0%        | \$ -   |                |
|                                                                                                                                             | Basement Concrete Piers                                                                                                                                                   | \$ 40,000                | \$ 40,000                                      | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 40,000                                 | \$ 40,000 100%                              | \$ -                               | 0%                                                   | \$ 40,000 100%                           | \$ 2,000  |        |                |
|                                                                                                                                             | Basement Foundations                                                                                                                                                      | \$ 90,000                | \$ 90,000                                      | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 90,000                                 | \$ 90,000 100%                              | \$ -                               | 0%                                                   | \$ 90,000 100%                           | \$ 4,500  |        |                |
|                                                                                                                                             | Basement Elevator Pit                                                                                                                                                     | \$ 20,000                | \$ 20,000                                      | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 20,000                                 | \$ 20,000 100%                              | \$ -                               | 0%                                                   | \$ 20,000 100%                           | \$ 1,000  |        |                |
|                                                                                                                                             | Basement Slab on Grade                                                                                                                                                    | \$ 47,000                | \$ 47,000                                      | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 47,000                                 | \$ 47,000 100%                              | \$ -                               | 0%                                                   | \$ 47,000 100%                           | \$ 2,350  |        |                |
|                                                                                                                                             | Concrete Piers                                                                                                                                                            | \$ 114,000               | \$ 114,000                                     | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 114,000                                | \$ 114,000 100%                             | \$ -                               | 0%                                                   | \$ 114,000 100%                          | \$ 5,700  |        |                |
|                                                                                                                                             | Concrete Grade Beams / Foundations                                                                                                                                        | \$ 87,800                | \$ 87,800                                      | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 87,800                                 | \$ 87,800 100%                              | \$ -                               | 0%                                                   | \$ 87,800 100%                           | \$ 4,390  |        |                |
|                                                                                                                                             | Concrete Slab on Grade                                                                                                                                                    | \$ 45,000                | \$ 45,000                                      | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 45,000                                 | \$ 45,000 100%                              | \$ -                               | 0%                                                   | \$ 45,000 100%                           | \$ 2,250  |        |                |
|                                                                                                                                             | Concrete Slab on Deck                                                                                                                                                     | \$ 115,000               | \$ 115,000                                     | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 115,000                                | \$ 115,000 100%                             | \$ -                               | 0%                                                   | \$ 115,000 100%                          | \$ 5,750  |        |                |
|                                                                                                                                             | Site Concrete Work per BP No. 02 / Vol. 2 (Subcontract CO #01)                                                                                                            | \$ -                     | \$ 207,000                                     | \$ (207,000)                        | \$ -                       | 2305-0300-0000-S                          | \$ 207,000                                | \$ 164,000 79%                              | \$ -                               | 0%                                                   | \$ 164,000 79%                           | \$ 8,200  |        |                |
|                                                                                                                                             | Site Concrete Work- Ditch / Install / Concrete work for the site ballards (Subcontract CO #03)                                                                            | \$ -                     | \$ 8,100                                       | \$ (8,100)                          | \$ -                       | 2305-0300-0000-S                          | \$ 8,100                                  | \$ 4,575 57%                                | \$ -                               | 0%                                                   | \$ 4,575 79%                             | \$ 229    |        |                |
|                                                                                                                                             | Concrete Work- Rebar Couplers at Basement, Beam Grouting, Floor Penetration Patching, Level 1st Floor Slab low Areas (Subcontract CO #03)                                 | \$ -                     | \$ 17,245                                      | \$ (17,245)                         | \$ -                       | 2305-0300-0000-S                          | \$ 17,245                                 | \$ 17,245 100%                              | \$ -                               | 0%                                                   | \$ 17,245 100%                           | \$ 862    |        |                |
|                                                                                                                                             | ADD: Annex Building 3rd Floor Renovation (IOMP No. 04)- Concrete Work (Subcontract CO #04)                                                                                | \$ 25,700                | \$ 25,700                                      | \$ -                                | \$ -                       | 2305-0300-0000-S                          | \$ 25,700                                 | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | BUDGET FUNDS- Building Concrete Work and Site Concrete Work                                                                                                               | \$ 294,570               | \$ 294,570                                     | \$ -                                | \$ -                       |                                           | \$ 294,570                                | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |
|                                                                                                                                             | Budget Funds- Site Concrete Work per BP No. 02 / Vol. 2 to Fund CO #01 to Concrete Subcontractor                                                                          | \$ -                     | \$ (207,000)                                   | \$ 207,000                          | \$ -                       |                                           | \$ (207,000)                              | \$ -                                        | \$ - 0%                            | \$ -                                                 | 0%                                       | \$ -      |        |                |

| McLennan County Judicial Center (Old Downtown Jail Conversion) Project - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY) |                                                                                                                                                                                 |                          |                                                  |                                        |                               |                                              |                                                 |                                                |                                    | Project Address: 520 Columbus Ave. Waco, Texas 76701 |       |              |            |                |       |        |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------|----------------------------------------|-------------------------------|----------------------------------------------|-------------------------------------------------|------------------------------------------------|------------------------------------|------------------------------------------------------|-------|--------------|------------|----------------|-------|--------|--|--|--|
| Contractor's Job No.: 2305   BSW Project No. 22210.00                                                                                       |                                                                                                                                                                                 |                          |                                                  |                                        |                               |                                              |                                                 |                                                |                                    | Application For Payment Number: 21                   |       |              |            |                |       |        |  |  |  |
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project                                                        |                                                                                                                                                                                 |                          |                                                  |                                        |                               |                                              |                                                 |                                                |                                    | Application Period: From                             |       |              |            |                |       |        |  |  |  |
| Construction Manager Name: John W. Erwin General Contractor, Inc.                                                                           |                                                                                                                                                                                 |                          |                                                  |                                        |                               |                                              |                                                 |                                                |                                    | 7/28/2028 To 8/26/2028                               |       |              |            |                |       |        |  |  |  |
| A                                                                                                                                           | B                                                                                                                                                                               | C                        | D                                                | E                                      | F                             | G                                            | H                                               | I                                              | J                                  | K                                                    | L     | M            | N          |                |       |        |  |  |  |
| Spec.<br>Section /<br>Bld<br>Package                                                                                                        | Description of Work / Subcontractor / Supplier / Vendor / Specification Section                                                                                                 | Initial Line Item Values | Additional Services / RMP<br>Change Order Values | Actual Subcontract<br>Amount at Buyout | Delta (Proposed to<br>Actual) | Subcontract, Purchase<br>Order or Vendor No. | Detailed Breakdown<br>of Contract Line<br>Items | Total Amount Previously<br>Requested & Percent | Current Application                |                                                      |       |              |            | Retainage (5%) |       |        |  |  |  |
|                                                                                                                                             |                                                                                                                                                                                 |                          |                                                  |                                        |                               |                                              |                                                 |                                                | Total Amount This Period & Percent |                                                      |       |              |            |                |       |        |  |  |  |
|                                                                                                                                             |                                                                                                                                                                                 |                          |                                                  |                                        |                               |                                              |                                                 |                                                | L'                                 | H / Q                                                | L - H | J / Q        | H + J      |                | L / Q | L x 5% |  |  |  |
| Column Equations                                                                                                                            |                                                                                                                                                                                 |                          |                                                  |                                        |                               |                                              |                                                 |                                                |                                    |                                                      |       |              |            |                |       |        |  |  |  |
|                                                                                                                                             | Budget Funds- Site Concrete Work- Drill / Install / Concrete work for the site bollards to fund CO #02 to Concrete Subcontractor                                                | \$ -                     | \$ (6,100)                                       | \$ 6,100                               | \$ -                          |                                              | \$ (6,100)                                      | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Budget Funds- to fund CO #03 to Concrete Subcontractor                                                                                                                          | \$ -                     | \$ (17,245)                                      | \$ 17,245                              | \$ -                          |                                              | \$ (17,245)                                     | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Budget Funds- to fund CO #05 to Structural Steel Subcontractor for PP1 #121- Furnish & Install additional structural steel and metal decking to fill in concrete floor openings | \$ -                     | \$ (35,122)                                      | \$ 35,122                              | \$ -                          |                                              | \$ (35,122)                                     | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | SUBCONTRACT- Structural Fiber Reinforced Polymer (FRP) Work- Delta Structural Technology:                                                                                       | \$ -                     | \$ -                                             | \$ -                                   | \$ -                          | 2305-3100-5000-S                             | \$ -                                            | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Material Deposit (30% required down payment per Subcontract)                                                                                                                    | \$ 147,840               | \$ 147,840                                       | \$ -                                   | \$ -                          | 2305-3100-5000-S                             | \$ 147,840                                      | \$ 147,840                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 147,840 |                |       |        |  |  |  |
|                                                                                                                                             | Subcontract Bonds                                                                                                                                                               | \$ 15,695                | \$ 15,695                                        | \$ -                                   | \$ -                          | 2305-3100-5000-S                             | \$ 15,695                                       | \$ 15,695                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 15,695  |                |       |        |  |  |  |
|                                                                                                                                             | FRP Material Delivery and Installation                                                                                                                                          | \$ 342,729               | \$ 342,729                                       | \$ -                                   | \$ -                          | 2305-3100-5000-S                             | \$ 342,729                                      | \$ 342,729                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 342,729 |                |       |        |  |  |  |
|                                                                                                                                             | FRP Work required at penetrations through designed FRP areas (Subcontract CO #01 to Delta Structural Technology)                                                                | \$ -                     | \$ 10,007                                        | \$ (10,007)                            | \$ -                          | 2305-3100-5000-S                             | \$ 10,007                                       | \$ 10,007                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 10,007  |                |       |        |  |  |  |
|                                                                                                                                             | Additional FRP Work required for correcting plumbing penetrations in the existing concrete drop panel on Level 1 (Subcontract CO #02 to Delta Structural Technology)            | \$ -                     | \$ 7,500                                         | \$ (7,500)                             | \$ -                          | 2305-3100-5000-S                             | \$ 7,500                                        | \$ 7,500                                       | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 7,500   |                |       |        |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Structural Fiber Reinforced Polymer (FRP) Work                                                                                                                    | \$ 50,626                | \$ 50,626                                        | \$ -                                   | \$ -                          |                                              | \$ 50,626                                       | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Use Budget Funds for Subcontract CO #01 to Delta Structural Technology for FRP Work required at penetrations through designed FRP areas                                         | \$ -                     | \$ (10,007)                                      | \$ 10,007                              | \$ -                          |                                              | \$ (10,007)                                     | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Use Budget Funds for Subcontract CO #02 to Delta Structural Technology for additional FRP work in existing concrete drop panel on Level 1                                       | \$ -                     | \$ (7,500)                                       | \$ 7,500                               | \$ -                          |                                              | \$ (7,500)                                      | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | SUBCONTRACT- Masonry and Waterproofing Work- Division 7                                                                                                                         | \$ -                     | \$ -                                             | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ -                                            | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Subcontract Bonds                                                                                                                                                               | \$ 26,000                | \$ 26,000                                        | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 26,000                                       | \$ 26,000                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 26,000  |                |       |        |  |  |  |
|                                                                                                                                             | Brick Veneer                                                                                                                                                                    | \$ 102,050               | \$ 102,050                                       | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 102,050                                      | \$ 102,050                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 102,050 |                |       |        |  |  |  |
|                                                                                                                                             | Stone Panels                                                                                                                                                                    | \$ 1,191,329             | \$ 1,191,329                                     | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 1,191,329                                    | \$ 1,032,229                                   | 87%                                | 48,300.00                                            | 4%    | \$ 1,080,529 |            |                |       |        |  |  |  |
|                                                                                                                                             | CMU                                                                                                                                                                             | \$ 274,020               | \$ 274,020                                       | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 274,020                                      | \$ 274,020                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 274,020 |                |       |        |  |  |  |
|                                                                                                                                             | Site Masonry                                                                                                                                                                    | \$ 25,868                | \$ 25,868                                        | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 25,868                                       | \$ 25,868                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 25,868  |                |       |        |  |  |  |
|                                                                                                                                             | Masonry Equipment                                                                                                                                                               | \$ 187,854               | \$ 187,854                                       | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 187,854                                      | \$ 119,154                                     | 63%                                | 0%                                                   | \$ -  | 0%           | \$ 119,154 |                |       |        |  |  |  |
|                                                                                                                                             | Joint Sealants                                                                                                                                                                  | \$ 77,966                | \$ 77,966                                        | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 77,966                                       | \$ 26,418                                      | 34%                                | 0%                                                   | \$ -  | 0%           | \$ 26,418  |                |       |        |  |  |  |
|                                                                                                                                             | Below grade waterproofing                                                                                                                                                       | \$ 45,097                | \$ 45,097                                        | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 45,097                                       | \$ 45,097                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 45,097  |                |       |        |  |  |  |
|                                                                                                                                             | Rigid Insulation                                                                                                                                                                | \$ 73,714                | \$ 73,714                                        | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 73,714                                       | \$ 58,293                                      | 79%                                | 0%                                                   | \$ -  | 0%           | \$ 58,293  |                |       |        |  |  |  |
|                                                                                                                                             | Flashing                                                                                                                                                                        | \$ 70,746                | \$ 70,746                                        | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 70,746                                       | \$ 24,760                                      | 35%                                | 0%                                                   | \$ -  | 0%           | \$ 24,760  |                |       |        |  |  |  |
|                                                                                                                                             | Finestopping                                                                                                                                                                    | \$ 8,949                 | \$ 8,949                                         | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 8,949                                        | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Air & Water Barrier                                                                                                                                                             | \$ 102,619               | \$ 102,619                                       | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 102,619                                      | \$ 102,619                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 102,619 |                |       |        |  |  |  |
|                                                                                                                                             | Expansion Control Assemblies                                                                                                                                                    | \$ 74,549                | \$ 74,549                                        | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 74,549                                       | \$ 21,352                                      | 29%                                | 0%                                                   | \$ -  | 0%           | \$ 21,352  |                |       |        |  |  |  |
|                                                                                                                                             | Waterproofing Equipment                                                                                                                                                         | \$ 9,500                 | \$ 9,500                                         | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 9,500                                        | \$ 3,500                                       | 37%                                | 0%                                                   | \$ -  | 0%           | \$ 3,500   |                |       |        |  |  |  |
|                                                                                                                                             | Design Team ASI #07- Exterior Building Stone Cladding Revisions / Waterproofing Revisions and Masonry / Waterproofing Scope Revisions (Subcontract CO #01)                      | \$ 803,516               | \$ (803,516)                                     | \$ 803,516                             | \$ -                          | 2305-0400-5000-S                             | \$ 803,516                                      | \$ 423,418                                     | 53%                                | 87,700.00                                            | 11%   | \$ 511,118   |            |                |       |        |  |  |  |
|                                                                                                                                             | Required waste / additional materials to complete stone cladding work (CO #02 to Masonry Sub)                                                                                   | \$ -                     | \$ 28,896                                        | \$ (28,896)                            | \$ -                          | 2305-0400-5000-S                             | \$ 28,896                                       | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Furnish and Install additional stone cladding materials per Design Team's Mockup Details issued 11/4/2025 and 11/6/2025 (CO #03 to Masonry Sub)                                 | \$ -                     | \$ 13,388                                        | \$ (13,388)                            | \$ -                          | 2305-0400-5000-S                             | \$ 13,388                                       | \$ 13,388                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 13,388  |                |       |        |  |  |  |
|                                                                                                                                             | ADD: Annex Building 3rd Floor Renovation (GMP No. 04)- Masonry and Waterproofing Work (Subcontract CO #04)                                                                      | \$ 67,390                | \$ 67,390                                        | \$ -                                   | \$ -                          | 2305-0400-5000-S                             | \$ 67,390                                       | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Masonry and Waterproofing Work + CP No. 03                                                                                                                        | \$ 500,000               | \$ 722,552                                       | \$ (222,552)                           | \$ -                          |                                              | \$ 722,552                                      | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Use Budget Funds for Design Team ASI #07- Exterior Building Stone Cladding Revisions / Waterproofing Revisions (Subcontract CO #01 to Masonry Sub)                              | \$ -                     | \$ (717,526)                                     | \$ 717,526                             | \$ -                          |                                              | \$ (717,526)                                    | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Use Budget Funds for Subcontract- required waste / additional materials to complete stone cladding work (CO #02 to Masonry Sub)                                                 | \$ -                     | \$ (5,026)                                       | \$ 5,026                               | \$ -                          |                                              | \$ (5,026)                                      | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | SUBCONTRACT- Structural Steel- Patriot Erectors, LLC:                                                                                                                           | \$ -                     | \$ -                                             | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ -                                            | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Detailing and Engineering                                                                                                                                                       | \$ 215,191               | \$ 215,191                                       | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 215,191                                      | \$ 215,191                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 215,191 |                |       |        |  |  |  |
|                                                                                                                                             | Existing Conditions Survey                                                                                                                                                      | \$ 30,390                | \$ 30,390                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 30,390                                       | \$ 30,390                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 30,390  |                |       |        |  |  |  |
|                                                                                                                                             | Subcontract Bonds                                                                                                                                                               | \$ 39,918                | \$ 39,918                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 39,918                                       | \$ 39,918                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 39,918  |                |       |        |  |  |  |
|                                                                                                                                             | Fabrication:                                                                                                                                                                    | \$ -                     | \$ -                                             | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ -                                            | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Lower Level- Columns                                                                                                                                                            | \$ 16,180                | \$ 16,180                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 16,180                                       | \$ 16,180                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 16,180  |                |       |        |  |  |  |
|                                                                                                                                             | Level 1 Structural Framing                                                                                                                                                      | \$ 68,890                | \$ 68,890                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 68,890                                       | \$ 68,890                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 68,890  |                |       |        |  |  |  |
|                                                                                                                                             | Level 2 Structural Framing                                                                                                                                                      | \$ 106,570               | \$ 106,570                                       | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 106,570                                      | \$ 106,571                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 106,571 |                |       |        |  |  |  |
|                                                                                                                                             | Level 3 Structural Framing                                                                                                                                                      | \$ 183,240               | \$ 183,240                                       | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 183,240                                      | \$ 183,240                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 183,240 |                |       |        |  |  |  |
|                                                                                                                                             | Level 4 Structural Framing                                                                                                                                                      | \$ 116,890               | \$ 116,890                                       | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 116,890                                      | \$ 116,890                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 116,890 |                |       |        |  |  |  |
|                                                                                                                                             | Level 5 Structural Framing                                                                                                                                                      | \$ 183,550               | \$ 183,550                                       | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 183,550                                      | \$ 183,550                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 183,550 |                |       |        |  |  |  |
|                                                                                                                                             | Level 6 Structural Framing                                                                                                                                                      | \$ 81,140                | \$ 81,140                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 81,140                                       | \$ 81,140                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 81,140  |                |       |        |  |  |  |
|                                                                                                                                             | Roof Structural Framing                                                                                                                                                         | \$ 12,190                | \$ 12,190                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 12,190                                       | \$ 12,190                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 12,190  |                |       |        |  |  |  |
|                                                                                                                                             | Level 3 Trusses                                                                                                                                                                 | \$ 86,738                | \$ 86,738                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 86,738                                       | \$ 86,738                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 86,738  |                |       |        |  |  |  |
|                                                                                                                                             | Level 5 Trusses                                                                                                                                                                 | \$ 77,200                | \$ 77,200                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 77,200                                       | \$ 77,200                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 77,200  |                |       |        |  |  |  |
|                                                                                                                                             | Braces                                                                                                                                                                          | \$ 14,520                | \$ 14,520                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 14,520                                       | \$ 14,520                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 14,520  |                |       |        |  |  |  |
|                                                                                                                                             | Elevator and Other Misc. Framing and Materials                                                                                                                                  | \$ 13,627                | \$ 13,627                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 13,627                                       | \$ 13,627                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 13,627  |                |       |        |  |  |  |
|                                                                                                                                             | Temporary 2-line Safety Cable Rail                                                                                                                                              | \$ 108,800               | \$ 108,800                                       | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 108,800                                      | \$ 108,800                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 108,800 |                |       |        |  |  |  |
|                                                                                                                                             | Deck Package Materials                                                                                                                                                          | \$ 22,640                | \$ 22,640                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 22,640                                       | \$ 22,640                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 22,640  |                |       |        |  |  |  |
|                                                                                                                                             | Anchor Bolts / Embeds Supply                                                                                                                                                    | \$ -                     | \$ -                                             | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ -                                            | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Erection / Installation:                                                                                                                                                        | \$ -                     | \$ -                                             | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ -                                            | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Lower Level- Columns                                                                                                                                                            | \$ 3,280                 | \$ 3,280                                         | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 3,280                                        | \$ 3,280                                       | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 3,280   |                |       |        |  |  |  |
|                                                                                                                                             | Level 1 Structural Framing                                                                                                                                                      | \$ 33,110                | \$ 33,110                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 33,110                                       | \$ 33,110                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 33,110  |                |       |        |  |  |  |
|                                                                                                                                             | Level 2 Structural Framing                                                                                                                                                      | \$ 64,030                | \$ 64,030                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 64,030                                       | \$ 64,030                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 64,030  |                |       |        |  |  |  |
|                                                                                                                                             | Level 3 Structural Framing                                                                                                                                                      | \$ 95,430                | \$ 95,430                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 95,430                                       | \$ 95,430                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 95,430  |                |       |        |  |  |  |
|                                                                                                                                             | Level 4 Structural Framing                                                                                                                                                      | \$ 67,820                | \$ 67,820                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 67,820                                       | \$ 67,820                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 67,820  |                |       |        |  |  |  |
|                                                                                                                                             | Level 5 Structural Framing                                                                                                                                                      | \$ 90,990                | \$ 90,990                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 90,990                                       | \$ 90,990                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 90,990  |                |       |        |  |  |  |
|                                                                                                                                             | Level 6 Structural Framing                                                                                                                                                      | \$ 78,121                | \$ 78,121                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 78,121                                       | \$ 78,121                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 78,121  |                |       |        |  |  |  |
|                                                                                                                                             | Roof Structural Framing                                                                                                                                                         | \$ 9,540                 | \$ 9,540                                         | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 9,540                                        | \$ 9,540                                       | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 9,540   |                |       |        |  |  |  |
|                                                                                                                                             | Level 3 Trusses                                                                                                                                                                 | \$ 63,640                | \$ 63,640                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 63,640                                       | \$ 63,640                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 63,640  |                |       |        |  |  |  |
|                                                                                                                                             | Level 5 Trusses                                                                                                                                                                 | \$ 63,640                | \$ 63,640                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 63,640                                       | \$ 63,640                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 63,640  |                |       |        |  |  |  |
|                                                                                                                                             | Braces                                                                                                                                                                          | \$ 58,150                | \$ 58,150                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 58,150                                       | \$ 58,150                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 58,150  |                |       |        |  |  |  |
|                                                                                                                                             | Elevator and Other Misc. Framing and Materials                                                                                                                                  | \$ 38,280                | \$ 38,280                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 38,280                                       | \$ 38,280                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 38,280  |                |       |        |  |  |  |
|                                                                                                                                             | Temporary 2-line Safety Cable Rail                                                                                                                                              | \$ 40,183                | \$ 40,183                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 40,183                                       | \$ 40,183                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 40,183  |                |       |        |  |  |  |
|                                                                                                                                             | Deck Package Materials                                                                                                                                                          | \$ 114,930               | \$ 114,930                                       | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 114,930                                      | \$ 114,930                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 114,930 |                |       |        |  |  |  |
|                                                                                                                                             | Other Structural Steel Work:                                                                                                                                                    | \$ -                     | \$ -                                             | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ -                                            | \$ -                                           | 0%                                 | 0%                                                   | \$ -  | 0%           | \$ -       |                |       |        |  |  |  |
|                                                                                                                                             | Holding / Cranes                                                                                                                                                                | \$ 400,000               | \$ 400,000                                       | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 400,000                                      | \$ 400,000                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 400,000 |                |       |        |  |  |  |
|                                                                                                                                             | Temporary Work Outrigger Platforms                                                                                                                                              | \$ 25,010                | \$ 25,010                                        | \$ -                                   | \$ -                          | 2305-0500-5000-S                             | \$ 25,010                                       | \$ 25,010                                      | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 25,010  |                |       |        |  |  |  |
|                                                                                                                                             | Addendum No. 2 Revisions (Subcontract CO #01)                                                                                                                                   | \$ -                     | \$ 150,228                                       | \$ (150,228)                           | \$ -                          | 2305-0500-5000-S                             | \$ 150,228                                      | \$ 150,228                                     | 100%                               | 0%                                                   | \$ -  | 0%           | \$ 150,228 |                |       |        |  |  |  |
|                                                                                                                                             |                                                                                                                                                                                 |                          |                                                  |                                        |                               |                                              |                                                 |                                                |                                    |                                                      |       |              |            |                |       |        |  |  |  |

| Contractor's Job No.: 2305   BSW Project No. 22210-00                                                                     |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           | Project Address: 520 Columbus Ave. Waco, Texas 76701 |                                             |                                    |       |                                          |      |                |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------|-------------------------------------|----------------------------|-------------------------------------------|------------------------------------------------------|---------------------------------------------|------------------------------------|-------|------------------------------------------|------|----------------|
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project                                      |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           | Application For Payment Number: 21                   |                                             |                                    |       |                                          |      |                |
| Construction Manager Name: John W. Ervin General Contractor, Inc.                                                         |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           | Application Period: From 7/28/2028 To 8/26/2028      |                                             |                                    |       |                                          |      |                |
| A                                                                                                                         | B                                                                                                                                                                                                  | C                        | D                                               | E                                   | F                          | G                                         | H                                                    | I                                           | J                                  | K     | L                                        | M    | N              |
| Spec. Section / Bid Package                                                                                               | Description of Work / Subcontractor / Supplier / Vendor / Specification Section                                                                                                                    | Initial Line Item Values | Additional Services / K/M/P Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract, Purchase Order or Vendor No. | Detailed Breakdown of Contract Line Items            | Total Amount Previously Requested & Percent | Current Application                |       |                                          |      | Retainage (5%) |
|                                                                                                                           |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             | Total Amount This Period & Percent |       | Total Amount Completed To Date & Percent |      |                |
| Column Equations                                                                                                          |                                                                                                                                                                                                    | C'                       | C - D                                           | D'                                  | L'                         | H / G                                     | L - H                                                | J / G                                       | H + J                              | L / G | L x 5%                                   |      |                |
| ASI No. 03 and ASI No. 04 Design Team Revisions (Subcontract CO #04)                                                      |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | RFI #121- Furnish and install additional structural steel and metal decking to fill in concrete floor openings at old generator exhaust chase (Subcontract CO #05)                                 | \$ -                     | \$ 71,716                                       | \$ (71,716)                         | 2305-0500-5000-S           | \$ 71,716                                 | \$ 71,716                                            | 100%                                        | \$ -                               | 0%    | \$ 71,716                                | 100% | \$ 3,588       |
|                                                                                                                           | DELETE the Supply of the Twelve (12) galvanized steel bollards that were added to this Subcontract via Change Order No. 03 (Subcontract CO #06)                                                    | \$ -                     | \$ 35,122                                       | \$ (35,122)                         | 2305-0500-5000-S           | \$ 35,122                                 | \$ 35,122                                            | 100%                                        | \$ -                               | 0%    | \$ 35,122                                | 100% | \$ 1,758       |
|                                                                                                                           | ADD supply and install of addl structural supports required by the Structural EOR due the installation of floor leveling materials req'd due to existing floor elevations (CO #07)                 | \$ -                     | \$ (17,301)                                     | \$ 17,301                           | 2305-0500-5000-S           | \$ (17,301)                               | \$ (17,301)                                          | 100%                                        | \$ -                               | 0%    | \$ (17,301)                              | 100% | \$ (885)       |
|                                                                                                                           | ADD supply and install of addl structural supports required by the Structural EOR due the installation of floor leveling materials req'd due to existing floor elevations (CO #07)                 | \$ -                     | \$ 24,491                                       | \$ (24,491)                         | 2305-0500-5000-S           | \$ 24,491                                 | \$ 24,491                                            | 100%                                        | \$ -                               | 0%    | \$ 24,491                                | 100% | \$ 1,225       |
|                                                                                                                           | ADD supply and install of elevator hoist beam at Elevator No. 03 per Design Team's response to RFI #0193 (CO #06)                                                                                  | \$ -                     | \$ 20,808                                       | \$ (20,808)                         | 2305-0500-5000-S           | \$ 20,808                                 | \$ -                                                 | 0%                                          | \$ 20,808.00                       | 100%  | \$ 20,808                                | 100% | \$ 1,040       |
| BUDGET FUNDS- Structural Steel- Buyout to Complete                                                                        |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Budget Funds-Structural Steel- use to Fund CO #1 to Structural Steel Subcontractor                                                                                                                 | \$ 72,115                | \$ 72,115                                       | \$ -                                |                            | \$ 72,115                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Budget Funds-Structural Steel- use to fund CO #04 to Structural Steel Sub for ASI No. 03 and ASI #04 Design Team Revisions                                                                         | \$ -                     | \$ (15,173)                                     | \$ 15,173                           |                            | \$ (15,173)                               | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| BUDGET FUNDS- Structural Steel                                                                                            |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Budget Funds-Structural Steel- use to Fund CO #1 to Structural Steel Subcontractor                                                                                                                 | \$ 1,098,702             | \$ 1,098,702                                    | \$ -                                |                            | \$ 1,098,702                              | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Budget Funds-Structural Steel- use to Fund CO #2 to Structural Steel Subcontractor                                                                                                                 | \$ -                     | \$ (135,055)                                    | \$ 135,055                          |                            | \$ (135,055)                              | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Budget Funds-Structural Steel- use to Fund CO #3 to Structural Steel Subcontractor                                                                                                                 | \$ -                     | \$ (891,100)                                    | \$ 891,100                          |                            | \$ (891,100)                              | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Budget Funds-Structural Steel- use to Fund CO #4 to Structural Steel Sub for ASI No. 03 and ASI #04 Design Team Revisions                                                                          | \$ -                     | \$ (34,133)                                     | \$ 34,133                           |                            | \$ (34,133)                               | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Budget Funds-Structural Steel- return of funds from CO #06 to Structural Steel Subcontractor                                                                                                       | \$ -                     | \$ (38,414)                                     | \$ 38,414                           |                            | \$ (38,414)                               | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Budget Funds-Structural Steel- return of funds from CO #06 to Structural Steel Subcontractor                                                                                                       | \$ -                     | \$ 17,301                                       | \$ (17,301)                         |                            | \$ 17,301                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| PURCHASE CONTRACT- Glazed Metal Railings- VIVA Railings                                                                   |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Submittals / Engineering / Shop Drawings / Mockup                                                                                                                                                  | \$ -                     | \$ -                                            | \$ -                                | 2305-0573-8000-S           | \$ -                                      | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Lobby Rail- Materials                                                                                                                                                                              | \$ -                     | \$ 19,805                                       | \$ (19,805)                         | 2305-0573-5000-S           | \$ 19,805                                 | \$ 8,887                                             | 44%                                         | \$ -                               | 0%    | \$ 8,887                                 | 44%  | \$ 433         |
|                                                                                                                           | Lobby Wall Rail- Materials                                                                                                                                                                         | \$ -                     | \$ 22,786                                       | \$ (22,786)                         | 2305-0573-5000-S           | \$ 22,786                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Lobby Rail- Installation                                                                                                                                                                           | \$ -                     | \$ 9,753                                        | \$ (9,753)                          | 2305-0573-5000-S           | \$ 9,753                                  | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Lobby Wall Rail- Installation                                                                                                                                                                      | \$ -                     | \$ 12,250                                       | \$ (12,250)                         | 2305-0573-5000-S           | \$ 12,250                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| BUDGET FUNDS- Glazed Metal Railings + Wood Handrail                                                                       |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Budget Funds- Glazed Metal Railings + Wood Handrail- use to partially fund VIVA Railings Purchase Contract                                                                                         | \$ 66,330                | \$ 66,330                                       | \$ -                                |                            | \$ 66,330                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Budget Funds- Glazed Metal Railings + Wood Handrail- use to partially fund VIVA Railings Purchase Contract                                                                                         | \$ -                     | \$ (66,330)                                     | \$ 66,330                           |                            | \$ (66,330)                               | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| SUBCONTRACT- Interior Architectural Woodwork- Double D Solutions and Development                                          |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Interior Architectural Millwork (Subcontract CO #01)                                                                                       | \$ 2,018,521             | \$ 2,018,521                                    | \$ -                                | 2305-0800-5000-S           | \$ 2,018,521                              | \$ 533,519                                           | 26%                                         | \$ -                               | 0%    | \$ 533,519                               | 26%  | \$ 26,676      |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Interior Architectural Millwork (Subcontract CO #01)                                                                                       | \$ 331,308               | \$ 331,308                                      | \$ -                                | 2305-0800-5000-S           | \$ 331,308                                | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| SUBCONTRACT- Laminated Cabinets-Trauttschold Millwork                                                                     |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Laminated Cabinets (Subcontract CO #01)                                                                                                    | \$ 116,198               | \$ 116,198                                      | \$ -                                | 2305-0810-5000-S           | \$ 116,198                                | \$ 20,565                                            | 18%                                         | \$ -                               | 0%    | \$ 20,565                                | 18%  | \$ 1,028       |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Laminated Cabinets (Subcontract CO #01)                                                                                                    | \$ 22,790                | \$ 22,790                                       | \$ -                                | 2305-0810-5000-S           | \$ 22,790                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| PURCHASE CONTRACT- Miscellaneous Rough Carpentry, wood blocking, backing, and/or nailers- Diamond S Construction Services |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Blocking and Backing (Subcontract CO #01)                                                                                                  | \$ -                     | \$ 217,800                                      | \$ (217,800)                        | 2305-0820-5000-S           | \$ 217,800                                | \$ 198,275                                           | 91%                                         | \$ -                               | 0%    | \$ 198,275                               | 91%  | \$ 9,914       |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Blocking and Backing (Subcontract CO #01)                                                                                                  | \$ 38,000                | \$ 38,000                                       | \$ -                                | 2305-0820-5000-S           | \$ 38,000                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| SUBCONTRACT- Engineered Stone and Granite- Italian Granite                                                                |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Furnish and install Revised Design Team Granite Material Selection (Italian Granite Subcontract CO #01)                                                                                            | \$ 128,988               | \$ 128,988                                      | \$ -                                | 2305-1200-5000-S           | \$ 128,988                                | \$ 21,200                                            | 17%                                         | \$ 52,632.00                       | 41%   | \$ 73,832                                | 58%  | \$ 3,692       |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Engineered Stone (Subcontract CO #02)                                                                                                      | \$ -                     | \$ 1,803                                        | \$ (1,803)                          | 2305-1200-5000-S           | \$ 1,803                                  | \$ 1,803                                             | 100%                                        | \$ -                               | 0%    | \$ 1,803                                 | 100% | \$ 80          |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Engineered Stone (Subcontract CO #02)                                                                                                      | \$ 39,777                | \$ 39,777                                       | \$ -                                | 2305-1200-5000-S           | \$ 39,777                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| BUDGET FUNDS- Woods, Plastics, and Composites                                                                             |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Use Budget Funds for Italian Granite CO #01 re: Furnish and install Revised Design Team Granite Material Selection                                                                                 | \$ 228,171               | \$ 228,171                                      | \$ -                                |                            | \$ 228,171                                | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Use Budget Funds for Purchase Contract to Diamond S Construction Services for Miscellaneous Rough Carpentry, wood blocking, backing, and/or nailers Work                                           | \$ -                     | \$ (1,803)                                      | \$ 1,803                            |                            | \$ (1,803)                                | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Budget Funds- ADD: Annex Building 3rd Floor Renovation Misc. Rough Carpentry (IGMP No. 04)                                                                                                         | \$ -                     | \$ (217,800)                                    | \$ 217,800                          |                            | \$ (217,800)                              | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| SUBCONTRACT- Aluminum Composite Metal Panels- Harper-Clayton Construction                                                 |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Submittals                                                                                                                                                                                         | \$ -                     | \$ -                                            | \$ -                                | 2305-0700-5000-S           | \$ -                                      | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Submittals                                                                                                                                                                                         | \$ 53,300                | \$ 53,300                                       | \$ -                                | 2305-0700-5000-S           | \$ 53,300                                 | \$ 53,300                                            | 100%                                        | \$ -                               | 0%    | \$ 53,300                                | 100% | \$ 2,665       |
|                                                                                                                           | Delegated Design / Engineering Calculations                                                                                                                                                        | \$ 10,000                | \$ 10,000                                       | \$ -                                | 2305-0700-5000-S           | \$ 10,000                                 | \$ 10,000                                            | 100%                                        | \$ -                               | 0%    | \$ 10,000                                | 100% | \$ 500         |
|                                                                                                                           | Metal Panel Materials                                                                                                                                                                              | \$ 299,814               | \$ 299,814                                      | \$ -                                | 2305-0700-5000-S           | \$ 299,814                                | \$ 299,814                                           | 100%                                        | \$ -                               | 0%    | \$ 299,814                               | 100% | \$ 14,991      |
|                                                                                                                           | Field Measure and CAD Design for Fabrication                                                                                                                                                       | \$ 58,830                | \$ 58,830                                       | \$ -                                | 2305-0700-5000-S           | \$ 58,830                                 | \$ 5,683                                             | 10%                                         | \$ 14,071.20                       | 24%   | \$ 19,834                                | 34%  | \$ 967         |
|                                                                                                                           | Fabrication                                                                                                                                                                                        | \$ 87,945                | \$ 87,945                                       | \$ -                                | 2305-0700-5000-S           | \$ 87,945                                 | \$ 6,795                                             | 10%                                         | \$ 14,071.20                       | 18%   | \$ 22,868                                | 26%  | \$ 1,143       |
|                                                                                                                           | Installation                                                                                                                                                                                       | \$ 140,511               | \$ 140,511                                      | \$ -                                | 2305-0700-5000-S           | \$ 140,511                                | \$ 7,016                                             | 5%                                          | \$ 8,418.66                        | 8%    | \$ 15,434                                | 11%  | \$ 772         |
|                                                                                                                           | Subcontract Bonds                                                                                                                                                                                  | \$ 16,250                | \$ 16,250                                       | \$ -                                | 2305-0700-5000-S           | \$ 16,250                                 | \$ 16,250                                            | 100%                                        | \$ -                               | 0%    | \$ 16,250                                | 100% | \$ 813         |
|                                                                                                                           | ADD for the aluminum composite material cost resolution to correct the metal panel type designations (Subcontract CO #01)                                                                          | \$ -                     | \$ 25,255                                       | \$ (25,255)                         | 2305-0700-5000-S           | \$ 25,255                                 | \$ 50,510                                            | 200%                                        | \$ (25,255.00)                     | -100% | \$ 25,255                                | 100% | \$ 1,283       |
| BUDGET FUNDS- Aluminum Composite Metal Panels Work                                                                        |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Use budget funds for the aluminum composite material cost resolution to correct the metal panel type designations (Subcontract CO #01 to Metal Panel Subcontractor)                                | \$ 130,000               | \$ 130,000                                      | \$ -                                |                            | \$ 130,000                                | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Use budget funds for the aluminum composite material cost resolution to correct the metal panel type designations (Subcontract CO #01 to Metal Panel Subcontractor)                                | \$ -                     | \$ (25,255)                                     | \$ 25,255                           |                            | \$ (25,255)                               | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| SUBCONTRACT- Roofing Work- Clark Roofing                                                                                  |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Contract Bonds                                                                                                                                                                                     | \$ -                     | \$ -                                            | \$ -                                | 2305-0710-5000-S           | \$ -                                      | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Mobilization / Demo Dumpsters                                                                                                                                                                      | \$ 12,918                | \$ 12,918                                       | \$ -                                | 2305-0710-5000-S           | \$ 12,918                                 | \$ 12,918                                            | 100%                                        | \$ -                               | 0%    | \$ 12,918                                | 100% | \$ 646         |
|                                                                                                                           | Equipment / Material Handling                                                                                                                                                                      | \$ 58,409                | \$ 58,409                                       | \$ -                                | 2305-0710-5000-S           | \$ 58,409                                 | \$ 58,407                                            | 95%                                         | \$ 2,922.00                        | 5%    | \$ 58,409                                | 100% | \$ 2,920       |
|                                                                                                                           | Demo- Remove Existing Roof System to Deck                                                                                                                                                          | \$ 62,857                | \$ 62,857                                       | \$ -                                | 2305-0710-5000-S           | \$ 62,857                                 | \$ 59,715                                            | 95%                                         | \$ -                               | 0%    | \$ 59,715                                | 95%  | \$ 2,885       |
|                                                                                                                           | TPO Roof System- Materials                                                                                                                                                                         | \$ 31,784                | \$ 31,784                                       | \$ -                                | 2305-0710-5000-S           | \$ 31,784                                 | \$ 31,784                                            | 100%                                        | \$ -                               | 0%    | \$ 31,784                                | 100% | \$ 1,589       |
|                                                                                                                           | TPO Roof System- Installation                                                                                                                                                                      | \$ 397,110               | \$ 397,110                                      | \$ -                                | 2305-0710-5000-S           | \$ 397,110                                | \$ 377,255                                           | 95%                                         | \$ 19,855.00                       | 5%    | \$ 397,110                               | 100% | \$ 19,855      |
|                                                                                                                           | Sheet Metal, Coving, Downspouts- Materials                                                                                                                                                         | \$ 65,888                | \$ 65,888                                       | \$ -                                | 2305-0710-5000-S           | \$ 65,888                                 | \$ 36,533                                            | 80%                                         | \$ 28,355.00                       | 40%   | \$ 65,888                                | 100% | \$ 3,284       |
|                                                                                                                           | Sheet Metal, Coving, Downspouts- Installation                                                                                                                                                      | \$ 45,056                | \$ 45,056                                       | \$ -                                | 2305-0710-5000-S           | \$ 45,056                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Roofing Scope of Work Revisions: add tapered insulation at old Rec. Yard and Addl Flashings at existing thru wall flashing conditions- (Roofing Work Subcontract CO #01)                           | \$ 33,748                | \$ 33,748                                       | \$ -                                | 2305-0710-5000-S           | \$ 33,748                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | ADD: Cost Proposal (CP) No. 12- Owner Request- Add Re-Painting of Exterior of Bldg. and Replacement of Perimeter Wall Metal Coving Cap at County Purchasing / Facilities Bldg (Subcontract CO #02) | \$ -                     | \$ 22,121                                       | \$ (22,121)                         | 2305-0710-5000-S           | \$ 22,121                                 | \$ 22,121                                            | 100%                                        | \$ -                               | 0%    | \$ 22,121                                | 100% | \$ 1,108       |
| BUDGET FUNDS- Roofing Work                                                                                                |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Use budget funds for Roofing Scope of Work Revisions (Roofing Work Subcontract CO #01)                                                                                                             | \$ 75,000                | \$ 75,000                                       | \$ -                                |                            | \$ 75,000                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Use budget funds for Roofing Scope of Work Revisions (Roofing Work Subcontract CO #01)                                                                                                             | \$ -                     | \$ (22,121)                                     | \$ 22,121                           |                            | \$ (22,121)                               | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| SUBCONTRACT- Spray Applied Fireproofing- LCR Contractors                                                                  |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Budget Funds- Spray Applied Fireproofing                                                                                                                                                           | \$ 137,248               | \$ 137,248                                      | \$ -                                | 2305-0720-5000-S           | \$ 137,248                                | \$ 137,248                                           | 100%                                        | \$ -                               | 0%    | \$ 137,248                               | 100% | \$ 6,862       |
|                                                                                                                           | Budget Funds- Spray Applied Fireproofing                                                                                                                                                           | \$ 13,725                | \$ 13,725                                       | \$ -                                |                            | \$ 13,725                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
| SUBCONTRACT- Aluminum, Glass and Glazing- Bell County Glass                                                               |                                                                                                                                                                                                    |                          |                                                 |                                     |                            |                                           |                                                      |                                             |                                    |       |                                          |      |                |
|                                                                                                                           | Submittals / Shop Drawings                                                                                                                                                                         | \$ -                     | \$ -                                            | \$ -                                | 2305-0800-5000-S           | \$ -                                      | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | Subcontract Bonds                                                                                                                                                                                  | \$ 43,800                | \$ 43,800                                       | \$ -                                | 2305-0800-5000-S           | \$ 43,800                                 | \$ 43,800                                            | 100%                                        | \$ -                               | 0%    | \$ 43,800                                | 100% | \$ 2,190       |
|                                                                                                                           | Aluminum Frames / Entrances                                                                                                                                                                        | \$ 18,100                | \$ 18,100                                       | \$ -                                | 2305-0800-5000-S           | \$ 18,100                                 | \$ 18,100                                            | 100%                                        | \$ -                               | 0%    | \$ 18,100                                | 100% | \$ 905         |
|                                                                                                                           | Glass and Glazing                                                                                                                                                                                  | \$ 511,950               | \$ 511,950                                      | \$ -                                | 2305-0800-5000-S           | \$ 511,950                                | \$ 408,590                                           | 80%                                         | \$ -                               | 0%    | \$ 408,590                               | 80%  | \$ 20,478      |
|                                                                                                                           | Joint Sealants                                                                                                                                                                                     | \$ 439,950               | \$ 439,950                                      | \$ -                                | 2305-0800-5000-S           | \$ 439,950                                | \$ 351,960                                           | 80%                                         | \$ -                               | 0%    | \$ 351,960                               | 80%  | \$ 17,698      |
|                                                                                                                           | ASI #03 Revisions (Subcontract CO #01)                                                                                                                                                             | \$ 72,000                | \$ 72,000                                       | \$ -                                | 2305-0800-5000-S           | \$ 72,000                                 | \$ 57,800                                            | 80%                                         | \$ -                               | 0%    | \$ 57,800                                | 80%  | \$ 2,880       |
|                                                                                                                           | Design Team Addendum 01 and ASI 09 Revisions + Buyout Issue: ADD Stainless Steel Deck Drains supply and install (Subcontract CO #02)                                                               | \$ -                     | \$ 8,755                                        | \$ (8,755)                          | 2305-0800-5000-S           | \$ 8,755                                  | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Aluminum, Glass, and Glazing (Subcontract CO #03)                                                                                          | \$ -                     | \$ 48,918                                       | \$ (48,918)                         | 2305-0800-5000-S           | \$ 48,918                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |
|                                                                                                                           | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Aluminum, Glass, and Glazing (Subcontract CO #03)                                                                                          | \$ 88,167                | \$ 88,167                                       | \$ -                                | 2305-0800-5000-S           | \$ 88,167                                 | \$ -                                                 | 0%                                          | \$ -                               | 0%    | \$ -                                     | 0%   | \$ -           |



| Contractor's Job No.: 2305   BSW Project No. 22210.00                                |                                                                                                                                                                                   |  |  |  |  | McLennan County Judicial Center (Old Downtown Jail Conversion) Project - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY) |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      | Project Address: 520 Columbus Ave, Waco, Texas 76701 |                |      |    |  |  |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------|----------------------------|-------------------------------------------|-------------------------------------------|---------------------------------------------|---------------------|---------|------|------------------------------------------------------|----------------|------|----|--|--|
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project |                                                                                                                                                                                   |  |  |  |  | Application For Payment Number: 21                                                                                                          |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      | Application Period: From 7/28/2028 To 8/25/2028      |                |      |    |  |  |
| Construction Manager Name: John W. Erwin General Contractor, Inc.                    |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
| A                                                                                    | B                                                                                                                                                                                 |  |  |  |  | C                                                                                                                                           |                                                | D                                   | E                          | F                                         | G                                         | H                                           | I                   | J       | K    | L                                                    | M              | N    |    |  |  |
| Spec. Section / Bid Package                                                          | Description of Work / Subcontractor / Supplier / Vendor / Specification Section                                                                                                   |  |  |  |  | Initial Line Item Values                                                                                                                    | Additional Services / KOMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract, Purchase Order or Vendor No. | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | Current Application |         |      |                                                      | Retainage (5%) |      |    |  |  |
|                                                                                      | Column Equations                                                                                                                                                                  |  |  |  |  |                                                                                                                                             |                                                | C'                                  | C - D                      |                                           | D'                                        | L'                                          | H/G                 | L+H     | J/G  | H+J                                                  | L/G            | LxM  |    |  |  |
| BUDGET FUNDS- Aluminum, Glass and Glazing Work                                       |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      | Budget Funds- Alum, Glass & Glazing Work- use to Fund CO #01 to Alum, Glass & Glazing Subcontractor                                                                               |  |  |  |  | \$                                                                                                                                          | \$                                             | 75,000                              | \$                         | 75,000                                    | \$                                        | 75,000                                      | \$                  | -       | 0%   | \$                                                   | -              | 0%   | \$ |  |  |
|                                                                                      | Budget Funds- Alum, Glass & Glazing Work- use to partially Fund CO #02 (Buyout Issues) to Alum, Glass & Glazing Subcontractor                                                     |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (8,755)                                   | \$                                        | (8,755)                                     | \$                  | -       | 0%   | \$                                                   | -              | 0%   | \$ |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (10,747)                                  | \$                                        | (10,747)                                    | \$                  | -       | 0%   | \$                                                   | -              | 0%   | \$ |  |  |
| SUBCONTRACT- Doors, Frames, Hardware, Accessories- CF Supply                         |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      | Wood Doors [Special Doors]                                                                                                                                                        |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | -                                         | 2305-0810-5000-S                          | \$                                          | -                   | 0%      | \$   | -                                                    | 0%             | \$   |    |  |  |
|                                                                                      | Hollow Metal                                                                                                                                                                      |  |  |  |  | \$                                                                                                                                          | \$                                             | 134,887                             | \$                         | -                                         | 2305-0810-5000-S                          | \$                                          | 134,887             | 78,877  | 57%  | \$                                                   | 78,877         | 57%  |    |  |  |
|                                                                                      | Aluminum Frames                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | 109,630                             | \$                         | -                                         | 2305-0810-5000-S                          | \$                                          | 109,630             | 95,457  | 87%  | \$                                                   | 95,457         | 87%  |    |  |  |
|                                                                                      | Door Hardware                                                                                                                                                                     |  |  |  |  | \$                                                                                                                                          | \$                                             | 63,997                              | \$                         | -                                         | 2305-0810-5000-S                          | \$                                          | 63,997              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Specialties- Toilet Partitions, Toilet Accessories, Fire Protection Specialties                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | 394,064                             | \$                         | -                                         | 2305-0810-5000-S                          | \$                                          | 394,064             | 239,112 | 61%  | \$                                                   | 239,112        | 61%  |    |  |  |
|                                                                                      | Annex Temporary Exiting Revisions during Construction Revisions (Subcontract CO #01)                                                                                              |  |  |  |  | \$                                                                                                                                          | \$                                             | 207,700                             | \$                         | -                                         | 2305-0810-5000-S                          | \$                                          | 207,700             | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | ASI #10 / RFI #0144 Door and Frame Revisions for Door 3203A- Change to Level 3 Bullet-Resistant Rating (Subcontract CO #02)                                                       |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (20,020)                                  | 2305-0810-5000-S                          | \$                                          | 20,020              | 14,308  | 71%  | \$                                                   | 14,308         | 71%  |    |  |  |
|                                                                                      | ASI #14 & ASI #15 Issued by the Design Team- Doors Frame, Door Hardware, and Access Control Scope of Work Revisions (Subcontract CO #03)                                          |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (8,990)                                   | 2305-0810-5000-S                          | \$                                          | 8,990               | 2,913   | 33%  | \$                                                   | 2,913          | 33%  |    |  |  |
|                                                                                      | ADD: Annex Building 3rd Floor Renovation (KOMP No. 04)- Doors / Frames / Hardware / Toilet Compartments / Toilet Acc / FBs (Subcontract CO #04)                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (115,114)                                 | 2305-0810-5000-S                          | \$                                          | 115,114             | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | 203,643                             | \$                         | -                                         | 2305-0810-5000-S                          | \$                                          | 203,643             | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
| SUBCONTRACT- Overhead Coiling Door- Overhead Door of Waco                            |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | -                                         | -                                         | \$                                          | -                   | 0%      | \$   | -                                                    | 0%             | \$   |    |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | 20,600                              | \$                         | -                                         | 2305-0820-5000-S                          | \$                                          | 20,600              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
| BUDGET FUNDS- Fixed Louvers                                                          |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      | Budget Funds- Use to fund CO #002 to mechanical subcontractor for the supply and install of the fixed exterior building louvers per Specification 08 01 19                        |  |  |  |  | \$                                                                                                                                          | \$                                             | 55,000                              | \$                         | -                                         | \$                                        | 55,000                                      | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Budget Funds- Use to fund CO #004 to mechanical subcontractor for the supply and install of optional fixed exterior building louvers                                              |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (21,861)                                  | \$                                        | (21,861)                                    | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (21,304)                                  | \$                                        | (21,304)                                    | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
| BUDGET FUNDS- Temp. Exiting Revisions at Annex Building during New Construction      |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      | Budget Funds- Temp. Exiting Revisions at Annex- use to Fund CO #1 to Doors, Frames, Hardware, Accessories Subcontractor                                                           |  |  |  |  | \$                                                                                                                                          | \$                                             | 35,020                              | \$                         | -                                         | \$                                        | 35,020                                      | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Budget Funds- Temp. Exiting Revisions at Annex- Addl Office- use to Fund CO #1 to Painting Subcontractor                                                                          |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (20,020)                                  | \$                                        | (20,020)                                    | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Budget Funds- Access Doors and Frames                                                                                                                                             |  |  |  |  | \$                                                                                                                                          | \$                                             | 63,000                              | \$                         | -                                         | (4 611)                                   | \$                                          | 63,000              | \$      | -    | 0%                                                   | \$             | -    | 0% |  |  |
|                                                                                      | Budget Funds- ADD: Annex Building 3rd Floor Renovation Access Doors and Frames (KOMP No. 04)                                                                                      |  |  |  |  | \$                                                                                                                                          | \$                                             | 4,200                               | \$                         | -                                         | \$                                        | 4,200                                       | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
| BUDGET FUNDS- Doors, Frames, and Hardware Work                                       |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | 108,302                             | \$                         | -                                         | \$                                        | 108,302                                     | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | -                                         | \$                                        | -                                           | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
| SUBCONTRACT- Drywall Systems- Drywall, Inc.                                          |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      | Cold Formed Metal Framing Engineered Drawings                                                                                                                                     |  |  |  |  | \$                                                                                                                                          | \$                                             | 45,100                              | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 45,100              | 45,100  | 100% | \$                                                   | 45,100         | 100% |    |  |  |
|                                                                                      | Framing- Material                                                                                                                                                                 |  |  |  |  | \$                                                                                                                                          | \$                                             | 694,800                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 694,800             | 694,800 | 100% | \$                                                   | 694,800        | 100% |    |  |  |
|                                                                                      | Framing- Labor                                                                                                                                                                    |  |  |  |  | \$                                                                                                                                          | \$                                             | 799,950                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 799,950             | 759,953 | 95%  | \$                                                   | 759,953        | 95%  |    |  |  |
|                                                                                      | Insulation- Material                                                                                                                                                              |  |  |  |  | \$                                                                                                                                          | \$                                             | 100,000                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 100,000             | 75,000  | 75%  | \$                                                   | 75,000         | 75%  |    |  |  |
|                                                                                      | Insulation- Labor                                                                                                                                                                 |  |  |  |  | \$                                                                                                                                          | \$                                             | 75,000                              | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 75,000              | 59,250  | 79%  | \$                                                   | 59,250         | 79%  |    |  |  |
|                                                                                      | Gypsum Board- Material                                                                                                                                                            |  |  |  |  | \$                                                                                                                                          | \$                                             | 647,800                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 647,800             | 453,480 | 70%  | \$                                                   | 453,480        | 70%  |    |  |  |
|                                                                                      | Gypsum Board- Labor                                                                                                                                                               |  |  |  |  | \$                                                                                                                                          | \$                                             | 799,950                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 799,950             | 519,958 | 65%  | \$                                                   | 519,958        | 65%  |    |  |  |
|                                                                                      | Ceilings- Material                                                                                                                                                                |  |  |  |  | \$                                                                                                                                          | \$                                             | 458,400                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 458,400             | 319,880 | 70%  | \$                                                   | 319,880        | 70%  |    |  |  |
|                                                                                      | Ceilings- Labor                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | 394,000                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 394,000             | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Wood Ceilings- Material                                                                                                                                                           |  |  |  |  | \$                                                                                                                                          | \$                                             | 160,000                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 160,000             | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Wood Ceilings- Labor                                                                                                                                                              |  |  |  |  | \$                                                                                                                                          | \$                                             | 75,000                              | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 75,000              | 160,000 | 100% | \$                                                   | 160,000        | 100% |    |  |  |
|                                                                                      | Replace existing exterior sheathing with new sheathing on the two existing walls of the old Jail above the new Judicial Center Main Entry (CO #01 to Drywall Systems Sub)         |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (37,454)                                  | 2305-0900-5000-S                          | \$                                          | 37,454              | 37,454  | 100% | \$                                                   | 37,454         | 100% |    |  |  |
|                                                                                      | ADD: Annex Building 3rd Floor Renovation (KOMP No. 04)- Cold Formed Metal Framing Systems and Gypsum Drywall Systems (Subcontract CO #02)                                         |  |  |  |  | \$                                                                                                                                          | \$                                             | 721,111                             | \$                         | -                                         | 2305-0900-5000-S                          | \$                                          | 721,111             | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
| BUDGET FUNDS- Drywall Systems Work                                                   |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      | Use Budget Funds for CO #01 to Drywall Sub- Replace existing exterior sheathing with new sheathing on the two existing walls of the old Jail above the new JC Main Entry          |  |  |  |  | \$                                                                                                                                          | \$                                             | 125,000                             | \$                         | -                                         | \$                                        | 125,000                                     | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (37,454)                                  | \$                                        | (37,454)                                    | \$                  | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
| SUBCONTRACT- Flooring and Tile- One Source                                           |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      | Carpet Materials                                                                                                                                                                  |  |  |  |  | \$                                                                                                                                          | \$                                             | 136,787                             | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 136,787             | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Carpet Labor                                                                                                                                                                      |  |  |  |  | \$                                                                                                                                          | \$                                             | 9,800                               | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 9,800               | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Resilient Materials                                                                                                                                                               |  |  |  |  | \$                                                                                                                                          | \$                                             | 5,357                               | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 5,357               | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Resilient Labor                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | 2,443                               | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 2,443               | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Wall Base and Accessories Materials                                                                                                                                               |  |  |  |  | \$                                                                                                                                          | \$                                             | 8,528                               | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 8,528               | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Wall Base and Accessories Labor                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | 3,998                               | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 3,998               | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Ceramic Tile Materials                                                                                                                                                            |  |  |  |  | \$                                                                                                                                          | \$                                             | 395,439                             | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 395,439             | 395,439 | 100% | \$                                                   | 395,439        | 100% |    |  |  |
|                                                                                      | Ceramic Tile Labor                                                                                                                                                                |  |  |  |  | \$                                                                                                                                          | \$                                             | 221,057                             | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 221,057             | 132,634 | 60%  | \$                                                   | 132,634        | 60%  |    |  |  |
|                                                                                      | Material Handling / Storage                                                                                                                                                       |  |  |  |  | \$                                                                                                                                          | \$                                             | 32,840                              | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 32,840              | 16,320  | 50%  | \$                                                   | 16,320         | 50%  |    |  |  |
|                                                                                      | Floor Protection                                                                                                                                                                  |  |  |  |  | \$                                                                                                                                          | \$                                             | 25,074                              | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 25,074              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Submittals / Administration                                                                                                                                                       |  |  |  |  | \$                                                                                                                                          | \$                                             | 10,000                              | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 10,000              | 10,000  | 100% | \$                                                   | 10,000         | 100% |    |  |  |
|                                                                                      | Mobilization                                                                                                                                                                      |  |  |  |  | \$                                                                                                                                          | \$                                             | 57,810                              | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 57,810              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Subcontractor Bonds                                                                                                                                                               |  |  |  |  | \$                                                                                                                                          | \$                                             | 13,280                              | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 13,280              | 13,280  | 100% | \$                                                   | 13,280         | 100% |    |  |  |
|                                                                                      | ASI #10 Tile Material Revisions (Flooring and Tile Subcontract CO #01)                                                                                                            |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (6,262)                                   | 2305-0930-5000-S                          | \$                                          | 6,262               | 6,262   | 100% | \$                                                   | 6,262          | 100% |    |  |  |
|                                                                                      | Required major Flooring Leveling Work inside existing old Jail. Work is primarily at interface with new structural building additions work (Flooring and Tile Subcontract CO #02) |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | (138,146)                                 | 2305-0930-5000-S                          | \$                                          | 138,146             | 118,274 | 85%  | \$                                                   | 118,274        | 85%  |    |  |  |
|                                                                                      | ADD: Annex Building 3rd Floor Renovation (KOMP No. 04)- Flooring and Tiling Work (Subcontract CO #03)                                                                             |  |  |  |  | \$                                                                                                                                          | \$                                             | 137,408                             | \$                         | -                                         | 2305-0930-5000-S                          | \$                                          | 137,408             | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      |                                                                                                                                                                                   |  |  |  |  | \$                                                                                                                                          | \$                                             | -                                   | \$                         | -                                         | -                                         | \$                                          | -                   | 0%      | \$   | -                                                    | 0%             |      |    |  |  |
| SUBCONTRACT- Painting and Wall Coverings- Cherry Coatings                            |                                                                                                                                                                                   |  |  |  |  |                                                                                                                                             |                                                |                                     |                            |                                           |                                           |                                             |                     |         |      |                                                      |                |      |    |  |  |
|                                                                                      | Submittals / Samples / Front End Work                                                                                                                                             |  |  |  |  | \$                                                                                                                                          | \$                                             | 4,000                               | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 4,000               | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Lower Level- Ceilings                                                                                                                                                             |  |  |  |  | \$                                                                                                                                          | \$                                             | 5,224                               | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 5,224               | 4,000   | 100% | \$                                                   | 4,000          | 100% |    |  |  |
|                                                                                      | Lower Level- Walls / Other                                                                                                                                                        |  |  |  |  | \$                                                                                                                                          | \$                                             | 58,258                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 58,258              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 1- Ceilings                                                                                                                                                                 |  |  |  |  | \$                                                                                                                                          | \$                                             | 14,178                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 14,178              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 1- Walls / Other                                                                                                                                                            |  |  |  |  | \$                                                                                                                                          | \$                                             | 46,785                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 46,785              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 1- Wall Coverings                                                                                                                                                           |  |  |  |  | \$                                                                                                                                          | \$                                             | 11,087                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 11,087              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 2- Ceilings                                                                                                                                                                 |  |  |  |  | \$                                                                                                                                          | \$                                             | 15,257                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 15,257              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 2- Walls / Other                                                                                                                                                            |  |  |  |  | \$                                                                                                                                          | \$                                             | 40,292                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 40,292              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 2- Wall Coverings                                                                                                                                                           |  |  |  |  | \$                                                                                                                                          | \$                                             | 12,378                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 12,378              | 20,871  | 51%  | \$                                                   | 20,871         | 51%  |    |  |  |
|                                                                                      | Level 3- Ceilings                                                                                                                                                                 |  |  |  |  | \$                                                                                                                                          | \$                                             | 9,457                               | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 9,457               | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 3- Walls / Other                                                                                                                                                            |  |  |  |  | \$                                                                                                                                          | \$                                             | 47,028                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 47,028              | 11,750  | 25%  | \$                                                   | 11,750         | 25%  |    |  |  |
|                                                                                      | Level 3- Wall Coverings                                                                                                                                                           |  |  |  |  | \$                                                                                                                                          | \$                                             | 10,741                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 10,741              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 4- Ceilings                                                                                                                                                                 |  |  |  |  | \$                                                                                                                                          | \$                                             | 13,717                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 13,717              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |
|                                                                                      | Level 4- Walls / Other                                                                                                                                                            |  |  |  |  | \$                                                                                                                                          | \$                                             | 45,918                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 45,918              | 22,400  | 49%  | \$                                                   | 22,400         | 49%  |    |  |  |
|                                                                                      | Level 4- Wall Coverings                                                                                                                                                           |  |  |  |  | \$                                                                                                                                          | \$                                             | 10,108                              | \$                         | -                                         | 2305-0910-5000-S                          | \$                                          | 10,108              | -       | 0%   | \$                                                   | -              | 0%   |    |  |  |

| McLennan County Judicial Center (Old Downtown Jail Conversion) Project - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY) |                                                                                                                                                                                                    |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |             |     |            | Project Address: 520 Columbus Ave, Waco, Texas 76701 |                |     |     |     |     |      |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------|-------------------------------------|----------------------------|-------------------------------------------|-------------------------------------------|---------------------------------------------|------------------------------------|-------------|-----|------------|------------------------------------------------------|----------------|-----|-----|-----|-----|------|--|--|--|
| Contractor's Job No.: 2305   BSW Project No. 22210.00                                                                                       |                                                                                                                                                                                                    |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |             |     |            | Application For Payment Number: 21                   |                |     |     |     |     |      |  |  |  |
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project                                                        |                                                                                                                                                                                                    |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |             |     |            | Application Period: From 7/28/2028 To 8/26/2028      |                |     |     |     |     |      |  |  |  |
| Construction Manager Name: John W. Erwin General Contractor, Inc.                                                                           |                                                                                                                                                                                                    |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |             |     |            |                                                      |                |     |     |     |     |      |  |  |  |
| A                                                                                                                                           | B                                                                                                                                                                                                  | C                        | D                                              | E                                   | F                          | G                                         | H                                         | I                                           | J                                  | K           | L   | M          | N                                                    |                |     |     |     |     |      |  |  |  |
| Spec. Section / Bid Package                                                                                                                 | Description of Work / Subcontractor / Supplier / Vendor / Specification Section                                                                                                                    | Initial Line Item Values | Additional Services / IGMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract, Purchase Order or Vendor No. | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | Current Application                |             |     |            |                                                      | Retainage (5%) |     |     |     |     |      |  |  |  |
|                                                                                                                                             |                                                                                                                                                                                                    |                          |                                                |                                     |                            |                                           |                                           |                                             | Total Amount This Period & Percent |             |     |            |                                                      |                |     |     |     |     |      |  |  |  |
| Column Equations                                                                                                                            |                                                                                                                                                                                                    |                          |                                                |                                     |                            |                                           |                                           |                                             |                                    |             |     |            | L'                                                   | H/G            | L+H | J/G | H+J | L/G | Lx5% |  |  |  |
|                                                                                                                                             | Level 5- Ceilings                                                                                                                                                                                  |                          | \$ 12,252                                      | \$ 12,252                           | \$ -                       | 2305-0910-5000-S                          | \$ 12,252                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Level 5- Walls / Other                                                                                                                                                                             |                          | \$ 48,750                                      | \$ 48,750                           | \$ -                       | 2305-0910-5000-S                          | \$ 48,750                                 | \$ 23,451                                   | 50%                                | \$ 1,588.00 | 3%  | \$ 25,044  | 54%                                                  | \$ 1,252       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Level 5- Wall Coverings                                                                                                                                                                            |                          | \$ 13,071                                      | \$ 13,071                           | \$ -                       | 2305-0910-5000-S                          | \$ 13,071                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Level 6- Ceilings                                                                                                                                                                                  |                          | \$ 5,804                                       | \$ 5,804                            | \$ -                       | 2305-0910-5000-S                          | \$ 5,804                                  | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Level 6- Walls / Other                                                                                                                                                                             |                          | \$ 18,918                                      | \$ 18,918                           | \$ -                       | 2305-0910-5000-S                          | \$ 18,918                                 | \$ 2,000                                    | 11%                                | \$ -        | 0%  | \$ -       | 0%                                                   | \$ 2,000       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Doors and Frames                                                                                                                                                                                   |                          | \$ 21,353                                      | \$ 21,353                           | \$ -                       | 2305-0910-5000-S                          | \$ 21,353                                 | \$ -                                        | 0%                                 | \$ 3,353.00 | 16% | \$ 3,353   | 16%                                                  | \$ 168         |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Metal Stairs                                                                                                                                                                                       |                          | \$ 27,843                                      | \$ 27,843                           | \$ -                       | 2305-0910-5000-S                          | \$ 27,843                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Site Painting                                                                                                                                                                                      |                          | \$ 5,189                                       | \$ 5,189                            | \$ -                       | 2305-0910-5000-S                          | \$ 5,189                                  | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Design Team ASI #07, ASI #05, ASI #04, and Annex Building existing revisions + additional office-painting scope of work revisions / additions (Subcontract CO #01)                                 |                          | \$ -                                           | \$ 35,798                           | \$ (35,798)                | 2305-0910-5000-S                          | \$ 35,798                                 | \$ 15,000                                   | 42%                                | \$ -        | 0%  | \$ 15,000  | 42%                                                  | \$ 750         |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Design Team ASI #09 and ASI #10- painting and finishing scope of work revisions (Subcontract CO #02)                                                                                               |                          | \$ -                                           | \$ 7,739                            | \$ (7,739)                 | 2305-0910-5000-S                          | \$ 7,739                                  | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Painting and Finishing Work (Subcontract CO #03)                                                                                           |                          | \$ 62,586                                      | \$ 62,586                           | \$ -                       | 2305-0910-5000-S                          | \$ 62,586                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | ADD: Cost Proposal (CP) No. 12- Owner Request- Add Re-Painting of Exterior of Bldg. and Replacement of Perimeter Wall Metal Coping Cap at County Purchasing / Facilities Bldg (Subcontract CO #03) |                          | \$ -                                           | \$ 38,989                           | \$ -                       | 2305-0910-5000-S                          | \$ 38,989                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | SUBCONTRACT- Concrete Flooring Sealing- Maestros                                                                                                                                                   |                          | \$ 18,000                                      | \$ 18,000                           | \$ -                       | 2305-0960-5000-S                          | \$ 18,000                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Concrete Floor Sealing Work (Subcontract CO #01)                                                                                           |                          | \$ 1,200                                       | \$ 1,200                            | \$ -                       | 2305-0960-5000-S                          | \$ 1,200                                  | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Wood Flooring                                                                                                                                                                        |                          | \$ -                                           | \$ -                                | \$ -                       |                                           | \$ -                                      | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Finishes                                                                                                                                                                             |                          | \$ 112,500                                     | \$ 112,500                          | \$ -                       |                                           | \$ 112,500                                | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Budget Funds- ASI #05, ASI #04 (Painting Subcontract CO #01)                                                                                                                                       |                          | \$ -                                           | \$ 154,605                          | \$ -                       |                                           | \$ 154,605                                | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Use Budget Funds for Subcontract- required waste / additional materials to complete stone cladding work (CO #02 to Masonry Sub)                                                                    |                          | \$ -                                           | \$ (6,398)                          | \$ 6,398                   |                                           | \$ (6,398)                                | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Use Budget Funds to partially fund VIVA Railings Purchase Contract                                                                                                                                 |                          | \$ -                                           | \$ (23,670)                         | \$ 23,670                  |                                           | \$ (23,670)                               | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Use Budget Funds for ASI #10 Tile Material Revisions (Flooring and Tile Subcontract CO #01)                                                                                                        |                          | \$ -                                           | \$ (3,310)                          | \$ 3,310                   |                                           | \$ (3,310)                                | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             |                                                                                                                                                                                                    |                          | \$ -                                           | \$ (8,262)                          | \$ 8,262                   |                                           | \$ (8,262)                                | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | SUBCONTRACT- Signage- A-1 Banner & Sign                                                                                                                                                            |                          | \$ 62,202                                      | \$ 62,202                           | \$ -                       | 2305-1010-5000-S                          | \$ 62,202                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Budget Funds- ADD: Annex Building 3rd Floor Renovation Interior Room Signage (IGMP No. 04)                                                                                                         |                          | \$ 10,500                                      | \$ 10,500                           | \$ -                       |                                           | \$ 10,500                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | PURCHASE CONTRACT- Gear Lockers- Southwest Solutions Group                                                                                                                                         |                          | \$ 32,638                                      | \$ 32,638                           | \$ -                       | 2305-1051-3000-M                          | \$ 32,638                                 | \$ 24,278                                   | 74%                                | \$ -        | 0%  | \$ 24,278  | 74%                                                  | \$ 1,214       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | PURCHASE AGREEMENT- Pre-Engineered Canopy- AVADEK                                                                                                                                                  |                          | \$ 10,303                                      | \$ 10,303                           | \$ -                       | 2305-1073-5000-S                          | \$ 10,303                                 | \$ 2,080                                    | 20%                                | \$ -        | 0%  | \$ 2,080   | 20%                                                  | \$ 103         |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Wall Protection                                                                                                                                                                      |                          | \$ 175,000                                     | \$ 175,000                          | \$ -                       |                                           | \$ 175,000                                | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Specialties                                                                                                                                                                          |                          | \$ 31,701                                      | \$ 31,701                           | \$ -                       |                                           | \$ 31,701                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- County Seals                                                                                                                                                                         |                          | \$ 44,000                                      | \$ 44,000                           | \$ -                       |                                           | \$ 44,000                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | PURCHASE CONTRACT- Equipment and Appliances- Total Office Solutions                                                                                                                                |                          | \$ 112,338                                     | \$ 112,338                          | \$ -                       | 2305-1100-3000-M                          | \$ 112,338                                | \$ 101,104                                  | 90%                                | \$ -        | 0%  | \$ 101,104 | 90%                                                  | \$ 5,095       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Equipment- Marker boards, tack boards, and appliances Work (Purchase Contract CO #01)                                                      |                          | \$ 5,856                                       | \$ 5,856                            | \$ -                       | 2305-1100-3000-M                          | \$ 5,856                                  | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Equipment                                                                                                                                                                            |                          | \$ 11,234                                      | \$ 11,234                           | \$ -                       |                                           | \$ 11,234                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | SUBCONTRACT- Detention and Detention Equipment- Sustainable Security Solutions:                                                                                                                    |                          | \$ -                                           | \$ -                                | \$ -                       | 2305-1100-5000-S                          | \$ -                                      | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Submittals                                                                                                                                                                                         |                          | \$ 12,000                                      | \$ 12,000                           | \$ -                       | 2305-1100-5000-S                          | \$ 12,000                                 | \$ 12,000                                   | 100%                               | \$ -        | 0%  | \$ 12,000  | 100%                                                 | \$ 600         |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Subcontract Bonds                                                                                                                                                                                  |                          | \$ 11,847                                      | \$ 11,847                           | \$ -                       | 2305-1100-5000-S                          | \$ 11,847                                 | \$ 11,847                                   | 100%                               | \$ -        | 0%  | \$ 11,847  | 100%                                                 | \$ 592         |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Detention Hollow Metal Frames                                                                                                                                                                      |                          | \$ 55,000                                      | \$ 55,000                           | \$ -                       | 2305-1100-5000-S                          | \$ 55,000                                 | \$ 55,000                                   | 100%                               | \$ -        | 0%  | \$ 55,000  | 100%                                                 | \$ 2,750       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Detention Hollow Metal Doors                                                                                                                                                                       |                          | \$ 104,000                                     | \$ 104,000                          | \$ -                       | 2305-1100-5000-S                          | \$ 104,000                                | \$ 93,000                                   | 89%                                | \$ -        | 0%  | \$ 93,000  | 89%                                                  | \$ 4,650       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Detention Hardware                                                                                                                                                                                 |                          | \$ 145,000                                     | \$ 145,000                          | \$ -                       | 2305-1100-5000-S                          | \$ 145,000                                | \$ 131,000                                  | 90%                                | \$ -        | 0%  | \$ 131,000 | 90%                                                  | \$ 8,550       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Security Glazing                                                                                                                                                                                   |                          | \$ 21,500                                      | \$ 21,500                           | \$ -                       | 2305-1100-5000-S                          | \$ 21,500                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Security Ceilings                                                                                                                                                                                  |                          | \$ 72,000                                      | \$ 72,000                           | \$ -                       | 2305-1100-5000-S                          | \$ 72,000                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Security Accessories / Furnishings / FE Cabinets                                                                                                                                                   |                          | \$ 60,278                                      | \$ 60,278                           | \$ -                       | 2305-1100-5000-S                          | \$ 60,278                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Detention and Detention Equipment Work                                                                                                                                               |                          | \$ 25,000                                      | \$ 25,000                           | \$ -                       |                                           | \$ 25,000                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Fabric Roller Window Shades                                                                                                                                                                        |                          | \$ 20,632                                      | \$ 20,632                           | \$ -                       |                                           | \$ 20,632                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Fabric Roller Window Shades                                                                                                                                                          |                          | \$ 2,063                                       | \$ 2,063                            | \$ -                       |                                           | \$ 2,063                                  | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Budget Funds- ADD: Annex Building 3rd Floor Renovation Fabric Roller Window Shades and Motorized Shade / Blackout Shades (IGMP No. 04)                                                             |                          | \$ 18,050                                      | \$ 18,050                           | \$ -                       |                                           | \$ 18,050                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | SUBCONTRACT- Elevators- TK Elevator:                                                                                                                                                               |                          | \$ -                                           | \$ -                                | \$ -                       | 2305-1400-5000-S                          | \$ -                                      | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Public Passenger Elevator- EL-01                                                                                                                                                                   |                          | \$ -                                           | \$ -                                | \$ -                       | 2305-1400-5000-S                          | \$ -                                      | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Preproduction / Engineering (payment of 50% of the initial subcontract amount due upon execution of subcontract)                                                                                   |                          | \$ 163,924                                     | \$ 163,924                          | \$ -                       | 2305-1400-5000-S                          | \$ 163,924                                | \$ 163,924                                  | 100%                               | \$ -        | 0%  | \$ 163,924 | 100%                                                 | \$ 9,198       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Equipment Delivery                                                                                                                                                                                 |                          | \$ 91,962                                      | \$ 91,962                           | \$ -                       | 2305-1400-5000-S                          | \$ 91,962                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Installation                                                                                                                                                                                       |                          | \$ 54,562                                      | \$ 54,562                           | \$ -                       | 2305-1400-5000-S                          | \$ 54,562                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Public Passenger / Service Elevator- EL-02                                                                                                                                                         |                          | \$ -                                           | \$ -                                | \$ -                       | 2305-1400-5000-S                          | \$ -                                      | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Preproduction / Engineering (payment of 50% of the initial subcontract amount due upon execution of subcontract)                                                                                   |                          | \$ 170,852                                     | \$ 170,852                          | \$ -                       | 2305-1400-5000-S                          | \$ 170,852                                | \$ 170,852                                  | 100%                               | \$ -        | 0%  | \$ 170,852 | 100%                                                 | \$ 8,543       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Equipment Delivery                                                                                                                                                                                 |                          | \$ 85,426                                      | \$ 85,426                           | \$ -                       | 2305-1400-5000-S                          | \$ 85,426                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Installation                                                                                                                                                                                       |                          | \$ 48,026                                      | \$ 48,026                           | \$ -                       | 2305-1400-5000-S                          | \$ 48,026                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Staff Passenger Elevator- EL-03                                                                                                                                                                    |                          | \$ -                                           | \$ -                                | \$ -                       | 2305-1400-5000-S                          | \$ -                                      | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Preproduction / Engineering (payment of 50% of the initial subcontract amount due upon execution of subcontract)                                                                                   |                          | \$ 166,359                                     | \$ 166,359                          | \$ -                       | 2305-1400-5000-S                          | \$ 166,359                                | \$ 166,359                                  | 100%                               | \$ -        | 0%  | \$ 166,359 | 100%                                                 | \$ 8,319       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Equipment Delivery                                                                                                                                                                                 |                          | \$ 83,179                                      | \$ 83,179                           | \$ -                       | 2305-1400-5000-S                          | \$ 83,179                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Installation                                                                                                                                                                                       |                          | \$ 45,779                                      | \$ 45,779                           | \$ -                       | 2305-1400-5000-S                          | \$ 45,779                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Inmate Passenger Elevator- EL-04                                                                                                                                                                   |                          | \$ -                                           | \$ -                                | \$ -                       | 2305-1400-5000-S                          | \$ -                                      | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Preproduction / Engineering (payment of 50% of the initial subcontract amount due upon execution of subcontract)                                                                                   |                          | \$ 124,450                                     | \$ 124,450                          | \$ -                       | 2305-1400-5000-S                          | \$ 124,450                                | \$ 124,450                                  | 100%                               | \$ -        | 0%  | \$ 124,450 | 100%                                                 | \$ 6,223       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Equipment Delivery                                                                                                                                                                                 |                          | \$ 62,225                                      | \$ 62,225                           | \$ -                       | 2305-1400-5000-S                          | \$ 62,225                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Installation                                                                                                                                                                                       |                          | \$ 24,825                                      | \$ 24,825                           | \$ -                       | 2305-1400-5000-S                          | \$ 24,825                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Judge Passenger Elevator- EL-05                                                                                                                                                                    |                          | \$ -                                           | \$ -                                | \$ -                       | 2305-1400-5000-S                          | \$ -                                      | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Preproduction / Engineering (payment of 50% of the initial subcontract amount due upon execution of subcontract)                                                                                   |                          | \$ 148,264                                     | \$ 148,264                          | \$ -                       | 2305-1400-5000-S                          | \$ 148,264                                | \$ 148,264                                  | 100%                               | \$ -        | 0%  | \$ 148,264 | 100%                                                 | \$ 7,413       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Equipment Delivery                                                                                                                                                                                 |                          | \$ 74,132                                      | \$ 74,132                           | \$ -                       | 2305-1400-5000-S                          | \$ 74,132                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Installation                                                                                                                                                                                       |                          | \$ 36,732                                      | \$ 36,732                           | \$ -                       | 2305-1400-5000-S                          | \$ 36,732                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | Removal of Three (3) Existing Elevators                                                                                                                                                            |                          | \$ 187,000                                     | \$ 187,000                          | \$ -                       | 2305-1400-5000-S                          | \$ 187,000                                | \$ 177,000                                  | 95%                                | \$ -        | 0%  | \$ 177,000 | 95%                                                  | \$ 8,850       |     |     |     |     |      |  |  |  |
|                                                                                                                                             | CP No. 10- Elevator Material Cost Increases (TKE Subcontract CO #01)                                                                                                                               |                          | \$ -                                           | \$ 54,236                           | \$ (54,236)                | 2305-1400-5000-S                          | \$ 54,236                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Elevators- Buyout to Complete                                                                                                                                                        |                          | \$ 73,829                                      | \$ 73,829                           | \$ -                       |                                           | \$ 73,829                                 | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |
|                                                                                                                                             | CP No. 10- Use Budget Funds for Elevator Material Cost Increases (TKE Subcontract CO #01)                                                                                                          |                          | \$ -                                           | \$ (54,236)                         | \$ 54,236                  |                                           | \$ (54,236)                               | \$ -                                        | 0%                                 | \$ -        | 0%  | \$ -       | 0%                                                   | \$ -           |     |     |     |     |      |  |  |  |

| Contractor's Job No.: 2305   BSW Project No. 22210.00                                                                                                                   |                                                                                 |  |  |  |                          |                                                    |                                        |                               |                                              | McLennan County Judicial Center (Old Downtown Jail Conversion) Project - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY) |                                                |                                    |      |       |            |                                             |                |        |     | Project Address: 520 Columbus Ave. Waco, Texas 76701 |  |  |  |  |  |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--|--|--|--------------------------|----------------------------------------------------|----------------------------------------|-------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------|------|-------|------------|---------------------------------------------|----------------|--------|-----|------------------------------------------------------|--|--|--|--|--|--|--|--|--|
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project                                                                                    |                                                                                 |  |  |  |                          |                                                    |                                        |                               |                                              | Application For Payment Number: 21                                                                                                          |                                                |                                    |      |       |            |                                             |                |        |     | Application Period: From 7/29/2028 To 8/26/2028      |  |  |  |  |  |  |  |  |  |
| Construction Manager Name: John W. Ervin General Contractor, Inc.                                                                                                       |                                                                                 |  |  |  |                          |                                                    |                                        |                               |                                              |                                                                                                                                             |                                                |                                    |      |       |            |                                             |                |        |     |                                                      |  |  |  |  |  |  |  |  |  |
| A                                                                                                                                                                       | B                                                                               |  |  |  | C                        | D                                                  | E                                      | F                             | G                                            | H                                                                                                                                           | I                                              | J                                  | K    | L     | M          | N                                           |                |        |     |                                                      |  |  |  |  |  |  |  |  |  |
| Spec.<br>Section /<br>Bid<br>Package                                                                                                                                    | Description of Work / Subcontractor / Supplier / Vendor / Specification Section |  |  |  | Initial Line Item Values | Additional Services / K/M/P<br>Change Order Values | Actual Subcontract<br>Amount at Buyout | Delta (Proposed to<br>Actual) | Subcontract, Purchase<br>Order or Vendor No. | Detailed Breakdown<br>of Contract Line<br>Items                                                                                             | Total Amount Previously<br>Requested & Percent | Current Application                |      |       |            | Total Amount Completed To<br>Date & Percent | Remaining (5%) |        |     |                                                      |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                         |                                                                                 |  |  |  |                          |                                                    |                                        |                               |                                              |                                                                                                                                             |                                                | Total Amount This Period & Percent |      |       |            |                                             |                |        |     |                                                      |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                         |                                                                                 |  |  |  |                          |                                                    |                                        |                               |                                              |                                                                                                                                             |                                                | L'                                 | H'/G | L - H | J/G        |                                             |                | H + J  | L/G | L x 5%                                               |  |  |  |  |  |  |  |  |  |
| Column Equations                                                                                                                                                        |                                                                                 |  |  |  |                          |                                                    |                                        |                               |                                              |                                                                                                                                             |                                                |                                    |      |       |            |                                             |                |        |     |                                                      |  |  |  |  |  |  |  |  |  |
| BUDGET FUNDS- Elevators / L/R                                                                                                                                           |                                                                                 |  |  |  | \$                       | 41,944                                             | \$                                     | 41,944                        | \$                                           | 41,944                                                                                                                                      | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Use Budget Funds for the supply and install of elevator hoist beam at Elevator No. 03 per Design Team's response to RFI #0193 (CO to Steel Sub Patriot Erectors CO #08) |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | (20,806)                      | \$                                           | (20,806)                                                                                                                                    | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| PURCHASE AGREEMENT- Wheelchair L/R- A Home Elevator, Inc.                                                                                                               |                                                                                 |  |  |  | \$                       | 69,259                                             | \$                                     | 69,259                        | \$                                           | 69,259                                                                                                                                      | \$                                             | 51,944                             | 75%  | \$    | 51,944     | 75%                                         | \$             | 2,597  |     |                                                      |  |  |  |  |  |  |  |  |  |
| SUBCONTRACT- Fire Sprinkler Systems- Dickerson                                                                                                                          |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | -                             | \$                                           | -                                                                                                                                           | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Subcontractor Bonds                                                                                                                                                     |                                                                                 |  |  |  | \$                       | 14,000                                             | \$                                     | 14,000                        | \$                                           | 14,000                                                                                                                                      | \$                                             | 7,000                              | 50%  | \$    | 7,000      | 50%                                         | \$             | 350    |     |                                                      |  |  |  |  |  |  |  |  |  |
| Design- Fire Sprinkler System                                                                                                                                           |                                                                                 |  |  |  | \$                       | 13,140                                             | \$                                     | 13,140                        | \$                                           | 13,140                                                                                                                                      | \$                                             | 13,140                             | 100% | \$    | 13,140     | 100%                                        | \$             | 657    |     |                                                      |  |  |  |  |  |  |  |  |  |
| Fire Pump                                                                                                                                                               |                                                                                 |  |  |  | \$                       | 54,500                                             | \$                                     | 54,500                        | \$                                           | 54,500                                                                                                                                      | \$                                             | 44,500                             | 82%  | \$    | -          | 0%                                          | \$             | 2,225  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Lower Level                                                                                                                                                             |                                                                                 |  |  |  | \$                       | 46,837                                             | \$                                     | 46,837                        | \$                                           | 46,837                                                                                                                                      | \$                                             | 41,100                             | 88%  | \$    | -          | 0%                                          | \$             | 2,055  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Level 1                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 46,837                                             | \$                                     | 46,837                        | \$                                           | 46,837                                                                                                                                      | \$                                             | 41,100                             | 88%  | \$    | -          | 0%                                          | \$             | 2,055  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Level 2                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 46,837                                             | \$                                     | 46,837                        | \$                                           | 46,837                                                                                                                                      | \$                                             | 41,100                             | 88%  | \$    | -          | 0%                                          | \$             | 2,055  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Level 3                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 46,837                                             | \$                                     | 46,837                        | \$                                           | 46,837                                                                                                                                      | \$                                             | 41,100                             | 88%  | \$    | -          | 0%                                          | \$             | 2,055  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Level 4                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 46,837                                             | \$                                     | 46,837                        | \$                                           | 46,837                                                                                                                                      | \$                                             | 44,379                             | 95%  | \$    | -          | 0%                                          | \$             | 2,218  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Level 5                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 46,837                                             | \$                                     | 46,837                        | \$                                           | 46,837                                                                                                                                      | \$                                             | 44,379                             | 95%  | \$    | -          | 0%                                          | \$             | 2,218  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Level 6                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 31,228                                             | \$                                     | 31,228                        | \$                                           | 31,228                                                                                                                                      | \$                                             | 29,585                             | 95%  | \$    | -          | 0%                                          | \$             | 1,478  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Temporary Fire Sprinkler Work- re-feed of existing Annex Building                                                                                                       |                                                                                 |  |  |  | \$                       | 12,000                                             | \$                                     | 12,000                        | \$                                           | 12,000                                                                                                                                      | \$                                             | 12,000                             | 100% | \$    | -          | 0%                                          | \$             | 600    |     |                                                      |  |  |  |  |  |  |  |  |  |
| ASI #03 Revisions (Subcontract CO #01)                                                                                                                                  |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 26,281                        | \$                                           | (26,281)                                                                                                                                    | \$                                             | 26,281                             | 100% | \$    | -          | 0%                                          | \$             | 1,314  |     |                                                      |  |  |  |  |  |  |  |  |  |
| ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Fire Sprinkler Work (Subcontract CO #02)                                                                        |                                                                                 |  |  |  | \$                       | 75,000                                             | \$                                     | 75,000                        | \$                                           | 75,000                                                                                                                                      | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| BUDGET FUNDS- Fire Sprinklers Systems Work                                                                                                                              |                                                                                 |  |  |  | \$                       | 41,909                                             | \$                                     | 41,909                        | \$                                           | 41,909                                                                                                                                      | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Budget Funds- Fire Sprinkler Work- use to Fund CO #01 to Fire Sprinkler Subcontractor                                                                                   |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | (26,281)                      | \$                                           | 26,281                                                                                                                                      | \$                                             | (26,281)                           | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| SUBCONTRACT- Plumbing- Goodwin Plumbing Service, Inc.                                                                                                                   |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | -                             | \$                                           | -                                                                                                                                           | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Subcontract Bonds                                                                                                                                                       |                                                                                 |  |  |  | \$                       | 28,500                                             | \$                                     | 28,500                        | \$                                           | 28,500                                                                                                                                      | \$                                             | 28,500                             | 100% | \$    | -          | 0%                                          | \$             | 1,425  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Rough In / Site / Demo Work                                                                                                                                    |                                                                                 |  |  |  | \$                       | 181,400                                            | \$                                     | 181,400                       | \$                                           | 181,400                                                                                                                                     | \$                                             | 181,400                            | 100% | \$    | -          | 0%                                          | \$             | 9,070  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Top-Out Waste                                                                                                                                                  |                                                                                 |  |  |  | \$                       | 400,000                                            | \$                                     | 400,000                       | \$                                           | 400,000                                                                                                                                     | \$                                             | 400,000                            | 100% | \$    | -          | 0%                                          | \$             | 20,000 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Top-Out Water                                                                                                                                                  |                                                                                 |  |  |  | \$                       | 550,000                                            | \$                                     | 550,000                       | \$                                           | 550,000                                                                                                                                     | \$                                             | 550,000                            | 100% | \$    | -          | 0%                                          | \$             | 27,500 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Top-Out Roof Drains                                                                                                                                            |                                                                                 |  |  |  | \$                       | 288,000                                            | \$                                     | 288,000                       | \$                                           | 288,000                                                                                                                                     | \$                                             | 288,000                            | 100% | \$    | -          | 0%                                          | \$             | 13,300 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Gas Piping Work                                                                                                                                                |                                                                                 |  |  |  | \$                       | 21,500                                             | \$                                     | 21,500                        | \$                                           | 21,500                                                                                                                                      | \$                                             | 21,500                             | 100% | \$    | -          | 0%                                          | \$             | 1,075  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Fixtures Install Work                                                                                                                                          |                                                                                 |  |  |  | \$                       | 514,000                                            | \$                                     | 514,000                       | \$                                           | 514,000                                                                                                                                     | \$                                             | 200,000                            | 39%  | \$    | 150,000.00 | 29%                                         | \$             | 17,500 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Revisions per Design Team Addendums to the Vol 1 Documents (CO #01 to Plumbing Subcontractor)                                                                  |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | (166,287)                     | \$                                           | 166,287                                                                                                                                     | \$                                             | 166,287                            | 100% | \$    | -          | 0%                                          | \$             | 8,314  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Install Temporary Roof Drain at Annex Building to get water out of new Lobby Expansion Construction Area (CO #02 to Plumbing Subcontractor)                             |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 6,040                         | \$                                           | (6,040)                                                                                                                                     | \$                                             | 6,040                              | 100% | \$    | -          | 0%                                          | \$             | 302    |     |                                                      |  |  |  |  |  |  |  |  |  |
| Misc. Extra Plumbing Work- re-feed water to existing bridge holding cells, temp. sump pumps, etc. (CO #02 to Plumbing Subcontractor)                                    |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 9,860                         | \$                                           | (9,860)                                                                                                                                     | \$                                             | 9,860                              | 100% | \$    | -          | 0%                                          | \$             | 493    |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Repairs at existing sewer line serving the Annex Building and providing temp. sump pump at old Jail (CO #03 to Plumbing Subcontractor)                         |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 1,244                         | \$                                           | (1,244)                                                                                                                                     | \$                                             | 1,244                              | 100% | \$    | -          | 0%                                          | \$             | 62     |     |                                                      |  |  |  |  |  |  |  |  |  |
| Unforeseen Condition- CP No. 08- Customer (County) Gas re-piping work required to Courthouse, Annex, & Facilities due to Atmos Gas Service Relocation Plan (CO #04)     |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 44,850                        | \$                                           | (44,850)                                                                                                                                    | \$                                             | 44,850                             | 100% | \$    | -          | 0%                                          | \$             | 2,243  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Replace existing sewer line serving Facilities Bldg (in really bad condition) in area of new Judges Bldg. Expansion (CO #05 to Plumbing Subcontractor)                  |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 4,156                         | \$                                           | (4,156)                                                                                                                                     | \$                                             | 4,156                              | 100% | \$    | -          | 0%                                          | \$             | 206    |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Fixture changes per Design Team Addendums and ASIs (CO #06 to Plumbing Subcontractor)                                                                          |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 19,745                        | \$                                           | (19,745)                                                                                                                                    | \$                                             | 19,745                             | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Scope of Work changes- gas piping repairs at County Facilities Bldg and misc. plumbing revisions (CO #07 to Plumbing Subcontractor)                            |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 8,725                         | \$                                           | (8,725)                                                                                                                                     | \$                                             | 8,725                              | 100% | \$    | -          | 0%                                          | \$             | 436    |     |                                                      |  |  |  |  |  |  |  |  |  |
| Plumbing Scope of Work changes per Design Team ASI #11 (CO #08 to Plumbing Subcontractor)                                                                               |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 51,970                        | \$                                           | (51,970)                                                                                                                                    | \$                                             | 51,970                             | 100% | \$    | -          | 0%                                          | \$             | 2,599  |     |                                                      |  |  |  |  |  |  |  |  |  |
| ADD: Annex Building 3rd Floor Renovation (IGMP No. 04)- Plumbing Work (Subcontract CO #06)                                                                              |                                                                                 |  |  |  | \$                       | 239,662                                            | \$                                     | 239,662                       | \$                                           | 239,662                                                                                                                                     | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| BUDGET FUNDS- Plumbing                                                                                                                                                  |                                                                                 |  |  |  | \$                       | 239,662                                            | \$                                     | 239,662                       | \$                                           | 239,662                                                                                                                                     | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Budget Funds- Plumbing Revisions per Design Team Addendums to the Vol 1 Documents to fund CO #01 to Plumbing Subcontractor                                              |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | (166,287)                     | \$                                           | 166,287                                                                                                                                     | \$                                             | (166,287)                          | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| Budget Funds- Install Temporary Roof Drain at Annex Building to get water out of new Lobby Expansion Construction Area (CO #02 to Plumbing Subcontractor)               |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 6,040                         | \$                                           | (6,040)                                                                                                                                     | \$                                             | 6,040                              | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| Budget Funds- Misc. Extra Plumbing Work- re-feed water to existing bridge holding cells, temp. sump pumps, etc. (CO #02 to Plumbing Subcontractor)                      |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 9,860                         | \$                                           | (9,860)                                                                                                                                     | \$                                             | 9,860                              | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| Budget Funds- Plumbing Repairs at existing sewer line serving the Annex Building and providing temp. sump pump at old Jail (CO #03 to Plumbing Subcontractor)           |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 1,244                         | \$                                           | (1,244)                                                                                                                                     | \$                                             | 1,244                              | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| Budget Funds- Replace existing sewer line serving Facilities Bldg (in really bad condition) in area of new Judges Bldg. Expansion (CO #05 to Plumbing Subcontractor)    |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 4,156                         | \$                                           | (4,156)                                                                                                                                     | \$                                             | 4,156                              | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| Budget Funds- Plumbing Fixture changes per Design Team Addendums and ASIs (CO #06 to Plumbing Subcontractor)                                                            |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 19,745                        | \$                                           | (19,745)                                                                                                                                    | \$                                             | 19,745                             | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| Budget Funds- Plumbing Scope of Work changes- gas piping repairs at County Facilities Bldg and misc. plumbing revisions (CO #07 to Plumbing Subcontractor)              |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | 8,725                         | \$                                           | (8,725)                                                                                                                                     | \$                                             | 8,725                              | -    | 0%    | \$         | -                                           | 0%             | \$     | -   |                                                      |  |  |  |  |  |  |  |  |  |
| SUBCONTRACT- Mechanical- Babcocker:                                                                                                                                     |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | -                             | \$                                           | -                                                                                                                                           | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Subcontract Bonds                                                                                                                                                       |                                                                                 |  |  |  | \$                       | 61,253                                             | \$                                     | 61,253                        | \$                                           | 61,253                                                                                                                                      | \$                                             | 61,253                             | 100% | \$    | -          | 0%                                          | \$             | 3,063  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Submittals                                                                                                                                                              |                                                                                 |  |  |  | \$                       | 37,000                                             | \$                                     | 37,000                        | \$                                           | 37,000                                                                                                                                      | \$                                             | 37,000                             | 100% | \$    | -          | 0%                                          | \$             | 1,850  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Closedout                                                                                                                                                               |                                                                                 |  |  |  | \$                       | 4,500                                              | \$                                     | 4,500                         | \$                                           | 4,500                                                                                                                                       | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Materials / Equipment:                                                                                                                                                  |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | -                             | \$                                           | -                                                                                                                                           | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Ductwork                                                                                                                                                                |                                                                                 |  |  |  | \$                       | 426,800                                            | \$                                     | 426,800                       | \$                                           | 426,800                                                                                                                                     | \$                                             | 382,780                            | 85%  | \$    | 21,340.00  | 5%                                          | \$             | 19,266 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Grilles                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 28,000                                             | \$                                     | 28,000                        | \$                                           | 28,000                                                                                                                                      | \$                                             | 14,000                             | 50%  | \$    | 5,400.00   | 31%                                         | \$             | 1,120  |     |                                                      |  |  |  |  |  |  |  |  |  |
| AHUs                                                                                                                                                                    |                                                                                 |  |  |  | \$                       | 546,000                                            | \$                                     | 546,000                       | \$                                           | 546,000                                                                                                                                     | \$                                             | 546,000                            | 100% | \$    | -          | 0%                                          | \$             | 27,300 |     |                                                      |  |  |  |  |  |  |  |  |  |
| FCUs                                                                                                                                                                    |                                                                                 |  |  |  | \$                       | 135,000                                            | \$                                     | 135,000                       | \$                                           | 135,000                                                                                                                                     | \$                                             | 135,000                            | 100% | \$    | -          | 0%                                          | \$             | 6,750  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Terminal Units                                                                                                                                                          |                                                                                 |  |  |  | \$                       | 54,600                                             | \$                                     | 54,600                        | \$                                           | 54,600                                                                                                                                      | \$                                             | 54,600                             | 100% | \$    | -          | 0%                                          | \$             | 2,730  |     |                                                      |  |  |  |  |  |  |  |  |  |
| DOAS                                                                                                                                                                    |                                                                                 |  |  |  | \$                       | 55,000                                             | \$                                     | 55,000                        | \$                                           | 55,000                                                                                                                                      | \$                                             | 55,000                             | 100% | \$    | -          | 0%                                          | \$             | 2,750  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Boilers                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 185,000                                            | \$                                     | 185,000                       | \$                                           | 185,000                                                                                                                                     | \$                                             | 185,000                            | 100% | \$    | -          | 0%                                          | \$             | 9,250  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Pumps                                                                                                                                                                   |                                                                                 |  |  |  | \$                       | 36,000                                             | \$                                     | 36,000                        | \$                                           | 36,000                                                                                                                                      | \$                                             | 36,000                             | 100% | \$    | -          | 0%                                          | \$             | 1,800  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Heat Exchanger                                                                                                                                                          |                                                                                 |  |  |  | \$                       | 32,000                                             | \$                                     | 32,000                        | \$                                           | 32,000                                                                                                                                      | \$                                             | 32,000                             | 100% | \$    | -          | 0%                                          | \$             | 1,600  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Piping                                                                                                                                                                  |                                                                                 |  |  |  | \$                       | 785,000                                            | \$                                     | 785,000                       | \$                                           | 785,000                                                                                                                                     | \$                                             | 687,250                            | 88%  | \$    | -          | 0%                                          | \$             | 33,363 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Exhaust Fans                                                                                                                                                            |                                                                                 |  |  |  | \$                       | 28,500                                             | \$                                     | 28,500                        | \$                                           | 28,500                                                                                                                                      | \$                                             | 17,100                             | 60%  | \$    | 5,700.00   | 20%                                         | \$             | 1,140  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Electric heaters                                                                                                                                                        |                                                                                 |  |  |  | \$                       | 9,500                                              | \$                                     | 9,500                         | \$                                           | 9,500                                                                                                                                       | \$                                             | -                                  | 0%   | \$    | 4,750.00   | 50%                                         | \$             | 238    |     |                                                      |  |  |  |  |  |  |  |  |  |
| Roof curbs                                                                                                                                                              |                                                                                 |  |  |  | \$                       | 12,000                                             | \$                                     | 12,000                        | \$                                           | 12,000                                                                                                                                      | \$                                             | 12,000                             | 100% | \$    | -          | 0%                                          | \$             | 600    |     |                                                      |  |  |  |  |  |  |  |  |  |
| Refrigerant pipe                                                                                                                                                        |                                                                                 |  |  |  | \$                       | 4,500                                              | \$                                     | 4,500                         | \$                                           | 4,500                                                                                                                                       | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Insulation                                                                                                                                                              |                                                                                 |  |  |  | \$                       | 285,600                                            | \$                                     | 285,600                       | \$                                           | 285,600                                                                                                                                     | \$                                             | 214,200                            | 75%  | \$    | -          | 0%                                          | \$             | 10,710 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Controls                                                                                                                                                                |                                                                                 |  |  |  | \$                       | 475,000                                            | \$                                     | 475,000                       | \$                                           | 475,000                                                                                                                                     | \$                                             | 380,000                            | 80%  | \$    | -          | 0%                                          | \$             | 19,000 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Equipment Hoisting / Lifts                                                                                                                                              |                                                                                 |  |  |  | \$                       | 110,000                                            | \$                                     | 110,000                       | \$                                           | 110,000                                                                                                                                     | \$                                             | 88,000                             | 80%  | \$    | 11,000.00  | 10%                                         | \$             | 4,850  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Installation:                                                                                                                                                           |                                                                                 |  |  |  | \$                       | -                                                  | \$                                     | -                             | \$                                           | -                                                                                                                                           | \$                                             | -                                  | 0%   | \$    | -          | 0%                                          | \$             | -      |     |                                                      |  |  |  |  |  |  |  |  |  |
| Ductwork                                                                                                                                                                |                                                                                 |  |  |  | \$                       | 525,000                                            | \$                                     | 525,000                       | \$                                           | 525,000                                                                                                                                     | \$                                             | 420,000                            | 80%  | \$    | 28,250.00  | 5%                                          | \$             | 22,313 |     |                                                      |  |  |  |  |  |  |  |  |  |
| Grilles                                                                                                                                                                 |                                                                                 |  |  |  | \$                       | 39,500                                             | \$                                     | 39,500                        | \$                                           | 39,500                                                                                                                                      | \$                                             | -                                  | 0%   | \$    | 1,975.00   | 5%                                          | \$             | 99     |     |                                                      |  |  |  |  |  |  |  |  |  |
| AHUs                                                                                                                                                                    |                                                                                 |  |  |  | \$                       | 48,500                                             | \$                                     | 48,500                        | \$                                           | 48,500                                                                                                                                      | \$                                             | 41,650                             | 90%  | \$    | 4,850.00   | 10%                                         | \$             | 2,325  |     |                                                      |  |  |  |  |  |  |  |  |  |
| FCUs                                                                                                                                                                    |                                                                                 |  |  |  | \$                       | 80,950                                             | \$                                     | 80,950                        | \$                                           | 80,950                                                                                                                                      | \$                                             | 80,713                             | 75%  | \$    | -          | 0%                                          | \$             | 3,036  |     |                                                      |  |  |  |  |  |  |  |  |  |
| Terminal Units                                                                                                                                                          |                                                                                 |  |  |  | \$                       | 38,050                                             | \$                                     | 38,050                        | \$                                           | 38,050                                                                                                                                      | \$                                             | 34,245                             | 90%  | \$    | -          | 0%                                          | \$             | 1,712  |     |                                                      |  |  |  |  |  |  |  |  |  |
| DOAS                                                                                                                                                                    |                                                                                 |  |  |  | \$                       | 9,423                                              | \$                                     | 9,423                         | \$                                           | 9,423                                                                                                                                       | \$                                             | 8,481                              | 90%  | \$    | -          | 0%                                          | \$             | 424    |     |                                                      |  |  |  |  |  |  |  |  |  |



| Contractor's Job No.: 2305   BSW Project No. 22210.00                                                                                                                      |                                                                                 |                          |                                                |                                     |                            | Project Address: 520 Columbus Ave. Waco, Texas 76701 |                                           |                                             |                                    |                                          |                |        |   |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------|------------------------------------------------|-------------------------------------|----------------------------|------------------------------------------------------|-------------------------------------------|---------------------------------------------|------------------------------------|------------------------------------------|----------------|--------|---|--|--|
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project                                                                                       |                                                                                 |                          |                                                |                                     |                            | Application For Payment Number: 21                   |                                           |                                             |                                    |                                          |                |        |   |  |  |
| Construction Manager Name: John W. Erwin General Contractor, Inc.                                                                                                          |                                                                                 |                          |                                                |                                     |                            | Application Period: From 7/28/2024 To 8/25/2024      |                                           |                                             |                                    |                                          |                |        |   |  |  |
| A                                                                                                                                                                          | B                                                                               | C                        | D                                              | E                                   | F                          | G                                                    | H                                         | I                                           | J                                  | K                                        | L              | M      | N |  |  |
| Spec. Section / Bid Package                                                                                                                                                | Description of Work / Subcontractor / Supplier / Vendor / Specification Section | Initial Line Item Values | Additional Services / JGMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract, Purchase Order or Vendor No.            | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | Total Amount This Period & Percent | Total Amount Completed To Date & Percent | Retainage (5%) |        |   |  |  |
|                                                                                                                                                                            | Column Equations                                                                | C'                       | C - D                                          |                                     |                            | D'                                                   | L' H / G                                  | L - H                                       | J / G                              | M + J                                    | L / G          | L x 5% |   |  |  |
| Bollers                                                                                                                                                                    |                                                                                 | \$ 25,000                | \$ -                                           | \$ 25,000                           |                            | 2305-2300-5000-S                                     | \$ 25,000                                 | \$ 22,500 90%                               | \$ - 0%                            | \$ 22,500 90%                            | \$ 1,125       |        |   |  |  |
| Pumps                                                                                                                                                                      |                                                                                 | \$ 16,000                | \$ -                                           | \$ 16,000                           |                            | 2305-2300-5000-S                                     | \$ 16,000                                 | \$ 16,000 100%                              | \$ - 0%                            | \$ 16,000 100%                           | \$ 800         |        |   |  |  |
| Heat Exchanger                                                                                                                                                             |                                                                                 | \$ 16,000                | \$ -                                           | \$ 16,000                           |                            | 2305-2300-5000-S                                     | \$ 16,000                                 | \$ 16,000 100%                              | \$ - 0%                            | \$ 16,000 100%                           | \$ 800         |        |   |  |  |
| Piping                                                                                                                                                                     |                                                                                 | \$ 385,000               | \$ -                                           | \$ 385,000                          |                            | 2305-2300-5000-S                                     | \$ 385,000                                | \$ 308,000 80%                              | \$ 18,250.00 5%                    | \$ 327,250 85%                           | \$ 16,363      |        |   |  |  |
| Exhaust Fans                                                                                                                                                               |                                                                                 | \$ 19,500                | \$ -                                           | \$ 19,500                           |                            | 2305-2300-5000-S                                     | \$ 19,500                                 | \$ 5,850 30%                                | \$ 8,750.00 50%                    | \$ 15,600 80%                            | \$ 780         |        |   |  |  |
| Electric heaters                                                                                                                                                           |                                                                                 | \$ 6,000                 | \$ -                                           | \$ 6,000                            |                            | 2305-2300-5000-S                                     | \$ 6,000                                  | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Roof curbs                                                                                                                                                                 |                                                                                 | \$ 6,000                 | \$ -                                           | \$ 6,000                            |                            | 2305-2300-5000-S                                     | \$ 6,000                                  | \$ 6,000 100%                               | \$ - 0%                            | \$ 6,000 100%                            | \$ 300         |        |   |  |  |
| Refrigerant pipe                                                                                                                                                           |                                                                                 | \$ 6,000                 | \$ -                                           | \$ 6,000                            |                            | 2305-2300-5000-S                                     | \$ 6,000                                  | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Insulation                                                                                                                                                                 |                                                                                 | \$ 199,800               | \$ -                                           | \$ 199,800                          |                            | 2305-2300-5000-S                                     | \$ 199,800                                | \$ 138,860 70%                              | \$ 9,960.00 5%                     | \$ 148,820 75%                           | \$ 7,493       |        |   |  |  |
| Controls                                                                                                                                                                   |                                                                                 | \$ 225,000               | \$ -                                           | \$ 225,000                          |                            | 2305-2300-5000-S                                     | \$ 225,000                                | \$ 135,000 60%                              | \$ 33,750.00 15%                   | \$ 168,750 75%                           | \$ 8,438       |        |   |  |  |
| Mechanical Revisions per Design Team Addendums to the Vol 1 Documents + Change Controls Subcontractor to Synergy (CO #01 to mechanical subcontractor)                      |                                                                                 | \$ -                     | \$ (382,559)                                   | \$ -                                |                            | 2305-2300-5000-S                                     | \$ 382,559                                | \$ 306,047 80%                              | \$ - 0%                            | \$ 306,047 80%                           | \$ 15,302      |        |   |  |  |
| Supply and Installation of the flood exterior building louvers per specification 08 91 19 and RFI's 0084 and 0082 (CO #02 to mechanical subcontractor)                     |                                                                                 | \$ -                     | \$ (21,861)                                    | \$ -                                |                            | 2305-2300-5000-S                                     | \$ 21,861                                 | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Mechanical scope of work revisions per Design Team's ASIs #04 and #09- (CO #03 to mechanical subcontractor)                                                                |                                                                                 | \$ -                     | \$ (168,715)                                   | \$ -                                |                            | 2305-2300-5000-S                                     | \$ 168,715                                | \$ 69,050 35%                               | \$ 25,307.25 15%                   | \$ 94,358 55%                            | \$ 4,718       |        |   |  |  |
| Mechanical scope of work revisions per Design Team's ASI #11 and Supply and Install of additional flood bldg. louvers- (CO #04 to mechanical subcontractor)                |                                                                                 | \$ -                     | \$ (41,307)                                    | \$ -                                |                            | 2305-2300-5000-S                                     | \$ 41,307                                 | \$ 4,131 10%                                | \$ 8,198.05 15%                    | \$ 10,327 25%                            | \$ 518         |        |   |  |  |
| ADD: Annex Building 3rd Floor Renovation (JGMP No. 04)- Mechanical and Controls Work (Subcontract CO #05)                                                                  |                                                                                 | \$ 516,873               | \$ -                                           | \$ 516,873                          |                            | 2305-2300-5000-S                                     | \$ 516,873                                | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| BUDGET FUNDS- Mechanical                                                                                                                                                   |                                                                                 | \$ 492,559               | \$ -                                           | \$ 492,559                          |                            |                                                      | \$ 492,559                                | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Budget Funds- Mechanical Revisions per Design Team Addendums to the Vol 1 Documents to fund CO #01 to Mechanical Subcontractor                                             |                                                                                 | \$ -                     | \$ (382,559)                                   | \$ -                                |                            |                                                      | \$ (382,559)                              | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| PURCHASE CONTRACT- Testing, Adjusting, and Balancing Work- TAB Technologies                                                                                                |                                                                                 | \$ -                     | \$ -                                           | \$ -                                |                            |                                                      | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| ADD: Annex Building 3rd Floor Renovation (JGMP No. 04)- Testing, Adjusting, and Balancing Work (Purchase Contract CO #01)                                                  |                                                                                 | \$ 15,890                | \$ -                                           | \$ 15,890                           |                            | 2305-2393-5000-S                                     | \$ 15,890                                 | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| SUBCONTRACT- Electrical and Special Systems- Nerzner Electric, Inc.                                                                                                        |                                                                                 | \$ 6,232,192             | \$ -                                           | \$ -                                |                            |                                                      | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Electrical Revisions per Design Team Addendums to the Vol 1 Documents + Vol 2 Electrical Scope of Work Additions (CO #01)                                                  |                                                                                 | \$ -                     | \$ -                                           | \$ -                                |                            | 2305-2600-5000-S                                     | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| ADD- Data Work, Access Control Work, Video Surveillance Work, and Fire Alarm System Work (CO #02)                                                                          |                                                                                 | \$ -                     | \$ -                                           | \$ -                                |                            | 2305-2600-5000-S                                     | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| ADD- Audio-Visual Systems Work (CO #03)                                                                                                                                    |                                                                                 | \$ -                     | \$ -                                           | \$ -                                |                            | 2305-2600-5000-S                                     | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Trade Permit                                                                                                                                                               |                                                                                 | \$ -                     | \$ (7,500)                                     | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 7,500                                  | \$ 7,500 100%                               | \$ - 0%                            | \$ 7,500 100%                            | \$ 375         |        |   |  |  |
| Subcontract Bonds                                                                                                                                                          |                                                                                 | \$ -                     | \$ (85,253)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 85,253                                 | \$ 85,253 100%                              | \$ - 0%                            | \$ 85,253 100%                           | \$ 4,263       |        |   |  |  |
| Materials / Equipment:                                                                                                                                                     |                                                                                 | \$ -                     | \$ -                                           | \$ -                                |                            | 2305-2600-5000-S                                     | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Gear                                                                                                                                                                       |                                                                                 | \$ -                     | \$ (801,014)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 801,014                                | \$ 785,914 98%                              | \$ - 0%                            | \$ 785,914 98%                           | \$ 38,296      |        |   |  |  |
| Lighting                                                                                                                                                                   |                                                                                 | \$ -                     | \$ (883,417)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 883,417                                | \$ 55,000 6%                                | \$ 100,000.00 11%                  | \$ 155,000 18%                           | \$ 7,750       |        |   |  |  |
| Conduit, Boxes, Fittings                                                                                                                                                   |                                                                                 | \$ -                     | \$ (868,287)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 868,287                                | \$ 808,456 93%                              | \$ - 0%                            | \$ 808,456 93%                           | \$ 40,423      |        |   |  |  |
| Wire                                                                                                                                                                       |                                                                                 | \$ -                     | \$ (898,215)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 898,215                                | \$ 624,021 69%                              | \$ 150,000.00 17%                  | \$ 774,021 86%                           | \$ 38,701      |        |   |  |  |
| Devices                                                                                                                                                                    |                                                                                 | \$ -                     | \$ (147,568)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 147,568                                | \$ 20,000 14%                               | \$ 20,000.00 14%                   | \$ 40,000 27%                            | \$ 2,000       |        |   |  |  |
| Demo                                                                                                                                                                       |                                                                                 | \$ -                     | \$ (7,500)                                     | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 7,500                                  | \$ 7,500 100%                               | \$ - 0%                            | \$ 7,500 100%                            | \$ 375         |        |   |  |  |
| Temporary                                                                                                                                                                  |                                                                                 | \$ -                     | \$ (24,000)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 24,000                                 | \$ 24,000 100%                              | \$ - 0%                            | \$ 24,000 100%                           | \$ 1,200       |        |   |  |  |
| Generator                                                                                                                                                                  |                                                                                 | \$ -                     | \$ (285,000)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 285,000                                | \$ 28,500 10%                               | \$ - 0%                            | \$ 28,500 10%                            | \$ 1,325       |        |   |  |  |
| Communications                                                                                                                                                             |                                                                                 | \$ -                     | \$ (579,715)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 579,715                                | \$ 420,919 73%                              | \$ - 0%                            | \$ 420,919 73%                           | \$ 21,046      |        |   |  |  |
| Audio Visual                                                                                                                                                               |                                                                                 | \$ -                     | \$ (895,240)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 895,240                                | \$ 499,334 56%                              | \$ - 0%                            | \$ 499,334 56%                           | \$ 24,967      |        |   |  |  |
| Access Control                                                                                                                                                             |                                                                                 | \$ -                     | \$ (196,209)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 196,209                                | \$ 131,580 67%                              | \$ - 0%                            | \$ 131,580 67%                           | \$ 6,578       |        |   |  |  |
| Video Surveillance                                                                                                                                                         |                                                                                 | \$ -                     | \$ (235,782)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 235,782                                | \$ 108,562 46%                              | \$ - 0%                            | \$ 108,562 46%                           | \$ 5,428       |        |   |  |  |
| Fire Alarm System                                                                                                                                                          |                                                                                 | \$ -                     | \$ (127,859)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 127,859                                | \$ 71,234 56%                               | \$ - 0%                            | \$ 71,234 56%                            | \$ 3,562       |        |   |  |  |
| Installations:                                                                                                                                                             |                                                                                 | \$ -                     | \$ -                                           | \$ -                                |                            | 2305-2600-5000-S                                     | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Gear                                                                                                                                                                       |                                                                                 | \$ -                     | \$ (259,889)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 259,889                                | \$ 80,884 36%                               | \$ 75,000.00 29%                   | \$ 155,884 61%                           | \$ 7,794       |        |   |  |  |
| Lighting                                                                                                                                                                   |                                                                                 | \$ -                     | \$ (677,020)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 677,020                                | \$ 117,700 17%                              | \$ 50,000.00 7%                    | \$ 167,700 25%                           | \$ 8,385       |        |   |  |  |
| Conduit, Boxes, Fittings                                                                                                                                                   |                                                                                 | \$ -                     | \$ (1,136,042)                                 | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 1,136,042                              | \$ 813,427 72%                              | \$ - 0%                            | \$ 813,427 72%                           | \$ 40,671      |        |   |  |  |
| Wire                                                                                                                                                                       |                                                                                 | \$ -                     | \$ (868,832)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 868,832                                | \$ 195,000 22%                              | \$ 100,000.00 15%                  | \$ 295,000 34%                           | \$ 14,750      |        |   |  |  |
| Devices                                                                                                                                                                    |                                                                                 | \$ -                     | \$ (250,133)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 250,133                                | \$ 20,000 8%                                | \$ 25,000.00 10%                   | \$ 45,000 18%                            | \$ 2,250       |        |   |  |  |
| Demo                                                                                                                                                                       |                                                                                 | \$ -                     | \$ (46,877)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 46,877                                 | \$ 46,877 100%                              | \$ - 0%                            | \$ 46,877 100%                           | \$ 2,344       |        |   |  |  |
| Temporary                                                                                                                                                                  |                                                                                 | \$ -                     | \$ (33,000)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 33,000                                 | \$ 33,000 100%                              | \$ - 0%                            | \$ 33,000 100%                           | \$ 1,650       |        |   |  |  |
| Generator                                                                                                                                                                  |                                                                                 | \$ -                     | \$ (15,000)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 15,000                                 | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Communications                                                                                                                                                             |                                                                                 | \$ -                     | \$ (144,175)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 144,175                                | \$ - 0%                                     | \$ 45,000.00 31%                   | \$ 45,000 31%                            | \$ 2,250       |        |   |  |  |
| Audio Visual                                                                                                                                                               |                                                                                 | \$ -                     | \$ (251,380)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 251,380                                | \$ - 0%                                     | \$ 76,000.00 30%                   | \$ 76,000 30%                            | \$ 3,800       |        |   |  |  |
| Access Control                                                                                                                                                             |                                                                                 | \$ -                     | \$ (94,101)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 94,101                                 | \$ - 0%                                     | \$ 28,000.00 30%                   | \$ 28,000 30%                            | \$ 1,400       |        |   |  |  |
| Video Surveillance                                                                                                                                                         |                                                                                 | \$ -                     | \$ (44,788)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 44,788                                 | \$ - 0%                                     | \$ 14,000.00 31%                   | \$ 14,000 31%                            | \$ 700         |        |   |  |  |
| Fire Alarm System                                                                                                                                                          |                                                                                 | \$ -                     | \$ (87,851)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 87,851                                 | \$ - 0%                                     | \$ 28,000.00 32%                   | \$ 28,000 32%                            | \$ 1,400       |        |   |  |  |
| Excavation work for primary power electrical underground                                                                                                                   |                                                                                 | \$ -                     | \$ (319,880)                                   | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 319,880                                | \$ 207,792 65%                              | \$ - 0%                            | \$ 207,792 65%                           | \$ 10,390      |        |   |  |  |
| CO #04 for Cost Proposal (CP) No. 04- Owner request to change Wireless Access Point (WAP) Equipment Type                                                                   |                                                                                 | \$ -                     | \$ (8,804)                                     | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 8,804                                  | \$ - 0%                                     | \$ 8,804.00 100%                   | \$ 8,804 100%                            | \$ 440         |        |   |  |  |
| CO #05- CP No. 09- Owner Request- Wayfinding System- Add front end and design work by Vialt based on County IT's scope requirements + ten 65" touchscreen monitors         |                                                                                 | \$ -                     | \$ (48,114)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 48,114                                 | \$ - 0%                                     | \$ 40,000.00 83%                   | \$ 48,000 87%                            | \$ 2,000       |        |   |  |  |
| CO #06- ASI #10 Issued by the Design Team- Electrical Scope of Work Revisions                                                                                              |                                                                                 | \$ -                     | \$ (3,589)                                     | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 3,589                                  | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| CO #07- Add conduit / pathways work for the Emergency Responder Radio System- Electrical Scope of Work Revision                                                            |                                                                                 | \$ -                     | \$ (21,272)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 21,272                                 | \$ - 0%                                     | \$ 15,000.00 71%                   | \$ 15,000 71%                            | \$ 750         |        |   |  |  |
| CO #08- ASI #14 Issued by the Design Team- Communications and Access Control Scope of Work Revisions                                                                       |                                                                                 | \$ -                     | \$ (22,800)                                    | \$ -                                |                            | 2305-2600-5000-S                                     | \$ 22,800                                 | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| CO #09- ADD: Annex Building 3rd Floor Renovation (JGMP No. 04)- Electrical, Communications, Data, Audio Visual Systems, Access Control, Video Surveillance, and Fire Alarm |                                                                                 | \$ 1,183,775             | \$ -                                           | \$ 1,183,775                        |                            | 2305-2600-5000-S                                     | \$ 1,183,775                              | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| BUDGET FUNDS- Electrical                                                                                                                                                   |                                                                                 | \$ 1,278,818             | \$ -                                           | \$ 1,278,818                        |                            |                                                      | \$ 1,278,818                              | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Budget Funds- Electrical Revisions per Design Team Addendums to the Vol 1 Documents + Vol 2 Elec Scope of Work Additions to fund CO #01 to Electrical Subcontractor        |                                                                                 | \$ -                     | \$ (1,160,437)                                 | \$ -                                |                            |                                                      | \$ (1,160,437)                            | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| BUDGET FUNDS- Special Systems                                                                                                                                              |                                                                                 | \$ 2,970,040             | \$ -                                           | \$ -                                |                            |                                                      | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Budget Funds- Data Work, Access Control Work, Video Surveillance Work, and Fire Alarm System Work to fund CO #02 to Electrical Subcontractor                               |                                                                                 | \$ -                     | \$ (1,539,838)                                 | \$ -                                |                            |                                                      | \$ (1,539,838)                            | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Budget Funds- Audio-Visual Systems Work to fund CO #03 to Electrical Subcontractor                                                                                         |                                                                                 | \$ -                     | \$ (1,106,600)                                 | \$ -                                |                            |                                                      | \$ (1,106,600)                            | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Budget Funds- CP No. 09- Owner Request- Wayfinding System- Add front end and design work by Vialt based on County IT's scope requirements + ten 65" touchscreen monitors   |                                                                                 | \$ -                     | \$ (57,307)                                    | \$ -                                |                            |                                                      | \$ (57,307)                               | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Budget Funds- use funds for Testing, Adjusting, and Balancing Work Purchase Contract to TAB Technologies                                                                   |                                                                                 | \$ -                     | \$ (137,340)                                   | \$ -                                |                            |                                                      | \$ (137,340)                              | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Budget Funds- Add conduit / pathways work for the Emergency Responder Radio System to fund CO #07 to Electrical Subcontractor                                              |                                                                                 | \$ -                     | \$ (21,272)                                    | \$ -                                |                            |                                                      | \$ (21,272)                               | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| SUBCONTRACT- Emergency Responder Radio System- Impact Fire                                                                                                                 |                                                                                 | \$ 98,780                | \$ -                                           | \$ 98,780                           |                            | 2305-2810-5000-S                                     | \$ 98,780                                 | \$ 18,570 20%                               | \$ 11,420.00 12%                   | \$ 30,990 32%                            | \$ 1,550       |        |   |  |  |
| BUDGET FUNDS- Termite Treatment                                                                                                                                            |                                                                                 | \$ 15,000                | \$ -                                           | \$ 15,000                           |                            |                                                      | \$ 15,000                                 | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| SUBCONTRACT- Landscaping and Pavers- Fitzgeralds                                                                                                                           |                                                                                 | \$ -                     | \$ -                                           | \$ -                                |                            | 2305-3200-5000-S                                     | \$ -                                      | \$ - 0%                                     | \$ - 0%                            | \$ - 0%                                  | \$ -           |        |   |  |  |
| Subcontract Bonds                                                                                                                                                          |                                                                                 | \$ 30,970                | \$ -                                           | \$ 30,970                           |                            | 2305-3200-5000-S                                     | \$ 30,970                                 | \$ - 0%                                     | \$ 30,970.00 100%                  | \$ 30,970 100%                           | \$ 1,548       |        |   |  |  |

| McLennan County Judicial Center (Old Downtown Jail Conversion) Project - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY) |                                                                                                                                                                                                                                                          |                          |                                                |                                     |                            |                                           |                                           |                                             |                     | Project Address: 520 Columbus Ave, Waco, Texas 76701 |             |               |           |                |           |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------|-------------------------------------|----------------------------|-------------------------------------------|-------------------------------------------|---------------------------------------------|---------------------|------------------------------------------------------|-------------|---------------|-----------|----------------|-----------|--|--|--|--|
| Contractor's Job No.: 2305   BSW Project No. 22210.09                                                                                       |                                                                                                                                                                                                                                                          |                          |                                                |                                     |                            |                                           |                                           |                                             |                     | Application For Payment Number: 21                   |             |               |           |                |           |  |  |  |  |
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project                                                        |                                                                                                                                                                                                                                                          |                          |                                                |                                     |                            |                                           |                                           |                                             |                     | Application Period: From 7/28/2028 To 8/25/2028      |             |               |           |                |           |  |  |  |  |
| Construction Manager Name: John W. Erwin General Contractor, Inc.                                                                           |                                                                                                                                                                                                                                                          |                          |                                                |                                     |                            |                                           |                                           |                                             |                     |                                                      |             |               |           |                |           |  |  |  |  |
| A                                                                                                                                           | B                                                                                                                                                                                                                                                        | C                        | D                                              | E                                   | F                          | G                                         | H                                         | I                                           | J                   | K                                                    | L           | M             | N         |                |           |  |  |  |  |
| Spec. Section / Bid Package                                                                                                                 | Description of Work / Subcontractor / Supplier / Vendor / Specification Section                                                                                                                                                                          | Initial Line Item Values | Additional Services / KOMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract, Purchase Order or Vendor No. | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | Current Application |                                                      |             |               |           | Retainage (5%) |           |  |  |  |  |
|                                                                                                                                             | Column Equations                                                                                                                                                                                                                                         |                          |                                                | C'                                  | C - D                      |                                           | D'                                        | L'                                          | H / G               | L - H                                                | J / G       | H + J         | L / O     | L x %          |           |  |  |  |  |
|                                                                                                                                             | Mobilize / Prep Work                                                                                                                                                                                                                                     | \$ 7,395                 | \$ 7,395                                       | \$ -                                | 2305-3200-5000-S           | \$ 7,395                                  | \$ -                                      | 0%                                          | \$ 1,025.00         | 14%                                                  | \$ 1,025    | 14%           | \$ -      | 51             |           |  |  |  |  |
|                                                                                                                                             | Landscape Plantings                                                                                                                                                                                                                                      | \$ 58,985                | \$ 58,985                                      | \$ -                                | 2305-3200-5000-S           | \$ 58,985                                 | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Landscape Pavers                                                                                                                                                                                                                                         | \$ 217,875               | \$ 217,875                                     | \$ -                                | 2305-3200-5000-S           | \$ 217,875                                | \$ -                                      | 0%                                          | \$ 20,000.00        | 9%                                                   | \$ 20,000   | 9%            | \$ 1,000  | 1,000          |           |  |  |  |  |
|                                                                                                                                             | Landscape Irrigation                                                                                                                                                                                                                                     | \$ 27,400                | \$ 27,400                                      | \$ -                                | 2305-3200-5000-S           | \$ 27,400                                 | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CO #01- Deduct Bonds Double Up from Fitzgerald's original Bid (amount for bonds included in Base Bid) for the Landscaping Work                                                                                                                           | \$ -                     | \$ (15,485)                                    | \$ 15,485                           | 2305-3200-5000-S           | \$ (15,485)                               | \$ -                                      | 0%                                          | \$ (15,485.00)      | 100%                                                 | \$ (15,485) | 100%          | \$ (774)  | (774)          |           |  |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Site Fences, Gates, and Auto Operator                                                                                                                                                                                                      | \$ 39,000                | \$ 39,000                                      | \$ -                                |                            | \$ 39,000                                 | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Site Improvements                                                                                                                                                                                                                          | \$ 133,810               | \$ 133,810                                     | \$ -                                |                            | \$ 133,810                                | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Return to Budget Funds- CO #01- Deduct Bonds Double Up from Fitzgerald's original Bid (amount for bonds included in Base Bid) for the Landscaping Work                                                                                                   | \$ -                     | \$ 15,485                                      | \$ (15,485)                         |                            | \$ 15,485                                 | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | SUBCONTRACT- Utilities and Site Work- Barnett Contracting                                                                                                                                                                                                | \$ -                     | \$ -                                           | \$ -                                |                            | \$ -                                      | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Subcontractor Bonds                                                                                                                                                                                                                                      | \$ 25,000                | \$ 25,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 25,000                                 | \$ 25,000                                 | 100%                                        | \$ -                | 0%                                                   | \$ 25,000   | 100%          | \$ 1,250  | 1,250          |           |  |  |  |  |
|                                                                                                                                             | Site Mobilization                                                                                                                                                                                                                                        | \$ 75,000                | \$ 75,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 75,000                                 | \$ 75,000                                 | 100%                                        | \$ -                | 0%                                                   | \$ 75,000   | 100%          | \$ 3,750  | 3,750          |           |  |  |  |  |
|                                                                                                                                             | Site Demolition                                                                                                                                                                                                                                          | \$ 152,000               | \$ 152,000                                     | \$ -                                | 2305-0200-5000-S           | \$ 152,000                                | \$ 152,000                                | 100%                                        | \$ -                | 0%                                                   | \$ 152,000  | 100%          | \$ 7,600  | 7,600          |           |  |  |  |  |
|                                                                                                                                             | Site Excavation                                                                                                                                                                                                                                          | \$ 42,768                | \$ 42,768                                      | \$ -                                | 2305-0200-5000-S           | \$ 42,768                                 | \$ 42,768                                 | 100%                                        | \$ -                | 0%                                                   | \$ 42,768   | 100%          | \$ 2,138  | 2,138          |           |  |  |  |  |
|                                                                                                                                             | Site Select Fill                                                                                                                                                                                                                                         | \$ 101,000               | \$ 101,000                                     | \$ -                                | 2305-0200-5000-S           | \$ 101,000                                | \$ 101,000                                | 100%                                        | \$ -                | 0%                                                   | \$ 101,000  | 100%          | \$ 5,050  | 5,050          |           |  |  |  |  |
|                                                                                                                                             | Site Final Grading                                                                                                                                                                                                                                       | \$ 30,000                | \$ 30,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 30,000                                 | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Site Base Materials                                                                                                                                                                                                                                      | \$ 240,000               | \$ 240,000                                     | \$ -                                | 2305-0200-5000-S           | \$ 240,000                                | \$ 78,880                                 | 32%                                         | \$ -                | 0%                                                   | \$ 78,880   | 32%           | \$ 3,835  | 3,835          |           |  |  |  |  |
|                                                                                                                                             | Site Asphalt Paving                                                                                                                                                                                                                                      | \$ 50,000                | \$ 50,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 50,000                                 | \$ 12,500                                 | 25%                                         | \$ -                | 0%                                                   | \$ 12,500   | 25%           | \$ 625    | 625            |           |  |  |  |  |
|                                                                                                                                             | Site Concrete Paving                                                                                                                                                                                                                                     | \$ 59,000                | \$ 59,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 59,000                                 | \$ 5,900                                  | 10%                                         | \$ -                | 0%                                                   | \$ 5,900    | 10%           | \$ 295    | 295            |           |  |  |  |  |
|                                                                                                                                             | Site Curb and Gutter                                                                                                                                                                                                                                     | \$ 15,000                | \$ 15,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 15,000                                 | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Site Temporary Fire Water Line to re-feed existing Annex Building                                                                                                                                                                                        | \$ 33,000                | \$ 33,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 33,000                                 | \$ 33,000                                 | 100%                                        | \$ -                | 0%                                                   | \$ 33,000   | 100%          | \$ 1,650  | 1,650          |           |  |  |  |  |
|                                                                                                                                             | Site Water                                                                                                                                                                                                                                               | \$ 229,000               | \$ 229,000                                     | \$ -                                | 2305-0200-5000-S           | \$ 229,000                                | \$ 34,350                                 | 15%                                         | \$ 148,850.00       | 65%                                                  | \$ 181,200  | 80%           | \$ 9,180  | 9,180          |           |  |  |  |  |
|                                                                                                                                             | Site Sanitary Sewer                                                                                                                                                                                                                                      | \$ 89,000                | \$ 89,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 89,000                                 | \$ 89,000                                 | 100%                                        | \$ -                | 0%                                                   | \$ 89,000   | 100%          | \$ 4,450  | 4,450          |           |  |  |  |  |
|                                                                                                                                             | Site Storm Drainage                                                                                                                                                                                                                                      | \$ 21,000                | \$ 21,000                                      | \$ -                                | 2305-0200-5000-S           | \$ 21,000                                 | \$ 21,000                                 | 100%                                        | \$ -                | 0%                                                   | \$ 21,000   | 100%          | \$ 1,050  | 1,050          |           |  |  |  |  |
|                                                                                                                                             | ASI #03 and Civil Revisions (Subcontract CO #01)                                                                                                                                                                                                         | \$ -                     | \$ 10,551                                      | \$ (10,551)                         | 2305-0200-5000-S           | \$ 10,551                                 | \$ 10,551                                 | 100%                                        | \$ -                | 0%                                                   | \$ 10,551   | 100%          | \$ 528    | 528            |           |  |  |  |  |
|                                                                                                                                             | Cost Proposals (CP) No. 05 and 06- Design Assistance Potholing at existing Sanitary Sewer and ASI #06 (Sanitary Sewer Design Change)- Subcontract CO #02                                                                                                 | \$ -                     | \$ 59,782                                      | \$ (59,782)                         | 2305-0200-5000-S           | \$ 59,782                                 | \$ 59,782                                 | 100%                                        | \$ -                | 0%                                                   | \$ 59,782   | 100%          | \$ 2,988  | 2,988          |           |  |  |  |  |
|                                                                                                                                             | Crushed Concrete Work (includes removal & regrading work at project compaction) at temporary sub. parking lot at 5th Street and Jefferson Ave.- Subcontract CO #03                                                                                       | \$ -                     | \$ 62,370                                      | \$ (62,370)                         | 2305-0200-5000-S           | \$ 62,370                                 | \$ 62,370                                 | 100%                                        | \$ -                | 0%                                                   | \$ 62,370   | 100%          | \$ 3,119  | 3,119          |           |  |  |  |  |
|                                                                                                                                             | Additional Site, Paving, and Utility Work- Subcontract CO #04                                                                                                                                                                                            | \$ -                     | \$ 31,104                                      | \$ (31,104)                         | 2305-0200-5000-S           | \$ 31,104                                 | \$ -                                      | 0%                                          | \$ 14,413.75        | 46%                                                  | \$ 14,414   | 46%           | \$ 721    | 721            |           |  |  |  |  |
|                                                                                                                                             | BUDGET FUNDS- Utilities and Site Work                                                                                                                                                                                                                    | \$ 135,558               | \$ 135,558                                     | \$ -                                |                            | \$ 135,558                                | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Budget Funds- Utilities and Site Work- use to Fund CO #01 to Utility and Site Work Subcontractor                                                                                                                                                         | \$ -                     | \$ (10,551)                                    | \$ 10,551                           |                            | \$ (10,551)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Budget Funds- Utilities and Site Work- use to Fund CO #03 to Utility and Site Work Subcontractor                                                                                                                                                         | \$ -                     | \$ (62,370)                                    | \$ 62,370                           |                            | \$ (62,370)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Budget Funds- Utilities and Site Work- use to Fund CO #04 to Utility and Site Work Subcontractor                                                                                                                                                         | \$ -                     | \$ (31,104)                                    | \$ 31,104                           |                            | \$ (31,104)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Budget Funds- ADD: Annex Building 3rd Floor Renovation Repairs due to Construction at existing site areas (IGMP No. 04)                                                                                                                                  | \$ 15,000                | \$ 15,000                                      | \$ -                                |                            | \$ 15,000                                 | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Builder's Risk Insurance + CP No. 03 + CP No. 04 + CP No. 05 + CP No. 06 + CP No. 07 + CP No. 08 + CP No. 09 + IGMP No. 04 + CP No. 12 + CP No. 13                                                                                                       | \$ 368,318               | \$ 373,388                                     | \$ (7,050)                          |                            | \$ 373,388                                | \$ 375,854                                | 101%                                        | \$ -                | 0%                                                   | \$ 375,854  | 101%          | \$ 18,783 | 18,783         |           |  |  |  |  |
|                                                                                                                                             | General Liability Insurance + CP No. 03 + CP No. 04 + CP No. 05 + CP No. 06 + CP No. 07 + CP No. 08 + CP No. 09 + IGMP No. 04 + CP No. 12 + CP No. 13                                                                                                    | \$ 384,737               | \$ 391,891                                     | \$ (7,154)                          |                            | \$ 391,891                                | \$ 360,578                                | 92%                                         | \$ 31,313.00        | 8%                                                   | \$ 391,891  | 100%          | \$ 19,595 | 19,595         |           |  |  |  |  |
|                                                                                                                                             | Payment & Performance Bonds + CP No. 03 + CP No. 04 + CP No. 05 + CP No. 06 + CP No. 07 + CP No. 08 + CP No. 09 + IGMP No. 04 + CP No. 12 + CP No. 13                                                                                                    | \$ 538,827               | \$ 548,409                                     | \$ (9,582)                          |                            | \$ 548,409                                | \$ 439,882                                | 80%                                         | \$ -                | 0%                                                   | \$ 439,882  | 80%           | \$ 21,895 | 21,895         |           |  |  |  |  |
|                                                                                                                                             | Design / Build Clock and Bell Tower- Cost Proposal (CP) No. 13- authorized by the Commissioner's Court on 8/4/2028                                                                                                                                       | \$ -                     | \$ -                                           | \$ -                                |                            | \$ -                                      | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Partial Funding for Initial Design Fees:                                                                                                                                                                                                                 | \$ -                     | \$ -                                           | \$ -                                |                            | \$ -                                      | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Full Structural Engineering Design Fees for foundations and supporting slab- Pickett Kalm & Associates, Inc.                                                                                                                                             | \$ -                     | \$ 22,000                                      | \$ (22,000)                         |                            | \$ 22,000                                 | \$ -                                      | 0%                                          | \$ 6,800.00         | 30%                                                  | \$ 6,800    | 30%           | \$ 330    | 330            |           |  |  |  |  |
|                                                                                                                                             | Clock, Site, and Design Details Initial Assessment Work- The Tower Clock Company                                                                                                                                                                         | \$ -                     | \$ 3,000                                       | \$ (3,000)                          |                            | \$ 3,000                                  | \$ -                                      | 0%                                          | \$ 3,000.00         | 100%                                                 | \$ 3,000    | 100%          | \$ 150    | 150            |           |  |  |  |  |
|                                                                                                                                             | Schematic Design Work for Clock and Bell Tower- JWE                                                                                                                                                                                                      | \$ -                     | \$ 15,000                                      | \$ (15,000)                         |                            | \$ 15,000                                 | \$ -                                      | 0%                                          | \$ 4,500.00         | 30%                                                  | \$ 4,500    | 30%           | \$ 225    | 225            |           |  |  |  |  |
|                                                                                                                                             | Preparation of additional Renderings, project coordination, and coordination with BSW Design Team Partners- JWE                                                                                                                                          | \$ -                     | \$ 3,000                                       | \$ (3,000)                          |                            | \$ 3,000                                  | \$ -                                      | 0%                                          | \$ 500.00           | 17%                                                  | \$ 500      | 17%           | \$ 25     | 25             |           |  |  |  |  |
|                                                                                                                                             | Cost of Work Subtotal                                                                                                                                                                                                                                    | \$ 0                     | \$ 54,235,643                                  | \$ 55,856,399                       | \$ (7,618,370)             |                                           | \$ 55,860,810                             | \$ 33,174,887                               | 60%                 | \$ 2,288,957                                         | 4%          | \$ 35,443,864 | 64%       | \$ 1,772,193   | 1,772,193 |  |  |  |  |
|                                                                                                                                             | Construction Manager's General Conditions                                                                                                                                                                                                                | \$ -                     | \$ 4,940,354                                   | \$ 5,019,208                        | \$ (78,855)                | N/A                                       | \$ 5,019,208                              | \$ 3,137,508                                | 63%                 | \$ 125,447                                           | 2%          | \$ 3,262,955  | 65%       | \$ 163,148     | 163,148   |  |  |  |  |
|                                                                                                                                             | Fixed General Conditions- IGMP No. 01, IGMP No. 02, and IGMP No. 03 + CP No. 03 + CP No. 04 + CP No. 05 + CP No. 06 + CP No. 07 + CP No. 08 + CP No. 09 + IGMP No. 04 + CP No. 12                                                                        | \$ -                     | \$ 4,940,354                                   | \$ 5,019,208                        | \$ -                       | N/A                                       | \$ 5,019,208                              | \$ 3,137,508                                | 63%                 | \$ 125,447                                           | 2%          | \$ 3,262,955  | 65%       | \$ 163,148     | 163,148   |  |  |  |  |
|                                                                                                                                             | Construction Manager's General Conditions Subtotal                                                                                                                                                                                                       | \$ -                     | \$ 4,940,354                                   | \$ 5,019,208                        | \$ -                       | N/A                                       | \$ 5,019,208                              | \$ 3,137,508                                | 63%                 | \$ 125,447                                           | 2%          | \$ 3,262,955  | 65%       | \$ 163,148     | 163,148   |  |  |  |  |
|                                                                                                                                             | Construction Manager's General Conditions Total                                                                                                                                                                                                          | \$ -                     | \$ 4,940,354                                   | \$ 5,019,208                        | \$ -                       | N/A                                       | \$ 5,019,208                              | \$ 3,137,508                                | 63%                 | \$ 125,447                                           | 2%          | \$ 3,262,955  | 65%       | \$ 163,148     | 163,148   |  |  |  |  |
|                                                                                                                                             | Construction Phase Fee                                                                                                                                                                                                                                   | \$ -                     | \$ 1,387,327                                   | \$ 1,413,497                        | \$ (26,170)                | N/A                                       | \$ 1,413,497                              | \$ 817,075                                  | 58%                 | \$ 53,874                                            | 4%          | \$ 870,949    | 62%       | \$ 43,547      | 43,547    |  |  |  |  |
|                                                                                                                                             | CMR FES- Per CMR Agreement (2.25% IGMP No. 01, IGMP No. 02, and IGMP No. 03 + CP No. 03 + CP No. 04 + CP No. 05 + CP No. 06 + CP No. 07 + CP No. 08 + IGMP No. 04 + CP No. 12                                                                            | \$ -                     | \$ 1,387,327                                   | \$ 1,413,497                        | \$ -                       | N/A                                       | \$ 1,413,497                              | \$ 817,075                                  | 58%                 | \$ 53,874                                            | 4%          | \$ 870,949    | 62%       | \$ 43,547      | 43,547    |  |  |  |  |
|                                                                                                                                             | Construction Phase Fee Subtotal                                                                                                                                                                                                                          | \$ -                     | \$ 1,387,327                                   | \$ 1,413,497                        | \$ -                       | N/A                                       | \$ 1,413,497                              | \$ 817,075                                  | 58%                 | \$ 53,874                                            | 4%          | \$ 870,949    | 62%       | \$ 43,547      | 43,547    |  |  |  |  |
|                                                                                                                                             | Construction Phase Fee Total                                                                                                                                                                                                                             | \$ -                     | \$ 1,387,327                                   | \$ 1,413,497                        | \$ -                       | N/A                                       | \$ 1,413,497                              | \$ 817,075                                  | 58%                 | \$ 53,874                                            | 4%          | \$ 870,949    | 62%       | \$ 43,547      | 43,547    |  |  |  |  |
|                                                                                                                                             | Project Contingencies                                                                                                                                                                                                                                    | \$ -                     | \$ 1,091,488                                   | \$ 1,183,832                        | \$ (92,145)                |                                           | \$ 1,183,832                              | \$ 200,800                                  | 17%                 | \$ 200,800                                           | 17%         | \$ 200,800    | 17%       | \$ 20,080      | 20,080    |  |  |  |  |
|                                                                                                                                             | CMR Contingency- IGMP No. 01, IGMP No. 02, and IGMP No. 03 + CP No. 03 + CP No. 04 + CP No. 05 + CP No. 06 + CP No. 07 + CP No. 08 + CP No. 09                                                                                                           | \$ -                     | \$ 1,091,488                                   | \$ 1,183,832                        | \$ (92,145)                |                                           | \$ 1,183,832                              | \$ 200,800                                  | 17%                 | \$ 200,800                                           | 17%         | \$ 200,800    | 17%       | \$ 20,080      | 20,080    |  |  |  |  |
|                                                                                                                                             | CMR Contingency use to Fund CO #02 to Selective Demolition Subcontractor                                                                                                                                                                                 | \$ -                     | \$ (7,500)                                     | \$ 7,500                            |                            | \$ (7,500)                                | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CMR Contingency use to Fund CO #03 to Selective Demolition Subcontractor                                                                                                                                                                                 | \$ -                     | \$ (2,015)                                     | \$ 2,015                            |                            | \$ (2,015)                                | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CMR Contingency use to Fund Demolition of Existing Fire Protection System Fire Pumps / Confirmation of Existing Fire Water Feeds at old Jail- Consulting by Daberson (Invoice Work)                                                                      | \$ -                     | \$ (10,941)                                    | \$ 10,941                           |                            | \$ (10,941)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CMR Contingency use to Fund Cost Proposal (CP) No. 04- Owner request to change Wireless Access Point (WAP) Equipment Type                                                                                                                                | \$ -                     | \$ (85,890)                                    | \$ 85,890                           |                            | \$ (85,890)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CMR Contingency Use to partially Fund- Masonry and Waterproofing Scope Revisions (Subcontract CO #01 to Masonry Sub)                                                                                                                                     | \$ -                     | \$ (55,737)                                    | \$ 55,737                           |                            | \$ (55,737)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CMR Contingency use to Fund Cost Proposal (CP) No. 08- Unforeseen Condition- Customer (County) Gas Re-piping work due to Atmos meter gas service relocation plan for entire Courthouse Complex                                                           | \$ -                     | \$ (139,146)                                   | \$ 139,146                          |                            | \$ (139,146)                              | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CMR Contingency use to Fund CO #02 to Flooring and Tile Subcontractor for major floor leveling work where new structural building additions meets old existing jail concrete structure                                                                   | \$ -                     | \$ (85,124)                                    | \$ 85,124                           |                            | \$ (85,124)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CMR Contingency use to Fund Cost Proposal (CP) No. 12- Owner Request- Add Re-Painting of Exterior of Bldg. and Replacement of Perimeter Wall Metal Coping Cap at County Purchasing / Facilities Bldg- authorized by the Commissioner's Court on 8/4/2028 | \$ -                     | \$ (44,031)                                    | \$ 44,031                           |                            | \$ (44,031)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | CMR Contingency use to Fund Cost Proposal (CP) No. 13- Clock and Bell Tower- Request for Partial Funding for Initial Design Fees- authorized by the Commissioner's Court on 8/4/2028                                                                     | \$ -                     | \$ 1,381,495                                   | \$ 1,381,495                        | \$ -                       |                                           | \$ 1,381,495                              | \$ -                                        | 0%                  | \$ -                                                 | 0%          | \$ -          | 0%        | \$ -           | -         |  |  |  |  |
|                                                                                                                                             | Design Contingency- IGMP No. 01, IGMP No. 02, and IGMP No. 03                                                                                                                                                                                            | \$ -                     | \$ 1,381,495                                   | \$ 1,381,495                        | \$ -                       |                                           | \$ 1,381,495                              | \$ -                                        | 0%                  | \$ -                                                 | 0%          | \$ -          | 0%        | \$ -           | -         |  |  |  |  |
|                                                                                                                                             | Cost Proposal (CP) No. 03- Design Contingency use to Fund - Additional Brick Removal / Replace with new Stone Cladding above new Main Entry                                                                                                              | \$ -                     | \$ (311,022)                                   | \$ 311,022                          |                            | \$ (311,022)                              | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Cost Proposals (CP) No. 05 and 06- Design Contingency use to Fund - Design Assistance Potholing at existing Sanitary Sewer and ASI #06 (Sanitary Sewer Design Change)                                                                                    | \$ -                     | \$ (71,716)                                    | \$ 71,716                           |                            | \$ (71,716)                               | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Cost Proposal (CP) No. 07- Design Team ASI #07- Exterior Building Stone Cladding Revisions / Waterproofing Revisions and Masonry / Waterproofing Scope Revisions                                                                                         | \$ -                     | \$ (151,364)                                   | \$ 151,364                          |                            | \$ (151,364)                              | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Design Contingency use to Fund - Mechanical scope of work revisions (CO #03 to mechanical subcontractor) per Design Team's ASI #04 and #09                                                                                                               | \$ -                     | \$ (168,715)                                   | \$ 168,715                          |                            | \$ (168,715)                              | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Design Contingency Use to Fund- ASI #10 / RFI #0144 Door and Frame Revisions for Door 3203A- Change to Level 3 Bullet-Resistant Rating (Doors, Frames, and Hardware Subcontractor CO #02)                                                                | \$ -                     | \$ (8,960)                                     | \$ 8,960                            |                            | \$ (8,960)                                | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        | 0%            | \$ -      | -              |           |  |  |  |  |
|                                                                                                                                             | Design Contingency Use to Fund CO #06 to Electrical Subcontractor for ASI #10 issued by the Design Team- Electrical Scope of Work Revisions                                                                                                              | \$ -                     | \$ (3,589)                                     | \$ 3,589                            |                            | \$ (3,589)                                | \$ -                                      | 0%                                          | \$ -                | 0%                                                   | \$ -        |               |           |                |           |  |  |  |  |



| McLennan County Judicial Center (Old Downtown Jail Conversion) Project - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY) |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------|-------------------------------------|----------------------------|------------------------------------------------------|-------------------------------------------|---------------------------------------------|------------------------------------|------------------------------------------|-------|---------------|----------------|--------------|
| Contractor's Job No.: 2305   BSW Project No. 22210.00                                                                                       |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            | Project Address: 520 Columbus Ave, Waco, Texas 76701 |                                           |                                             |                                    |                                          |       |               |                |              |
| Project Name: McLennan County Judicial Center (Old Downtown Jail Conversion) Project                                                        |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            | Application For Payment Number: 21                   |                                           |                                             |                                    |                                          |       |               |                |              |
| Construction Manager Name: John W. Erwin General Contractor, Inc.                                                                           |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            | Application Period: From 7/28/2024 To 8/26/2024      |                                           |                                             |                                    |                                          |       |               |                |              |
| A                                                                                                                                           | B                                                                                                                                                                                                             | C                                                                 | D                                             | E                                   | F                          | G                                                    | H                                         | I                                           | J                                  | K                                        | L     | M             | N              |              |
| Spec. Section / Bid Package                                                                                                                 | Description of Work / Subcontractor / Supplier / Vendor / Specification Section                                                                                                                               | Initial Line Item Values                                          | Additional Services / RMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract, Purchase Order or Vendor No.            | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | Current Application                |                                          |       |               | Retainage (5%) |              |
|                                                                                                                                             |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             | Total Amount This Period & Percent | Total Amount Completed To Date & Percent |       |               |                |              |
|                                                                                                                                             | Column Equations                                                                                                                                                                                              |                                                                   |                                               | C'                                  | C - D                      |                                                      | D'                                        | L'                                          | H / G                              | L - H                                    | J / G | H + J         | L / G          | L x 5%       |
|                                                                                                                                             | Design Contingency Use to Fund CO #02 to Painting Subcontractor for ASI #09 and ASI #10- painting and finishing scope of work revisions                                                                       |                                                                   |                                               | \$ (7,739)                          | \$ 7,739                   |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             | Design Contingency Use to Fund CO #07 to Structural Steel Subcontractor re: Add Structural Supports req'd by Structural EOR due to req'd floor leveling                                                       |                                                                   |                                               | \$ (24,491)                         | \$ 24,491                  |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             | Design Contingency Use to Fund CO #04 to Mechanical Subcontractor for ASI #11- mechanical scope of work revisions                                                                                             |                                                                   |                                               | \$ (20,003)                         | \$ 20,003                  |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             | Design Contingency Use to Fund CO #08 to Electrical Subcontractor- ASI #14 issued by the Design Team- Communications and Access Control Scope of Work Revisions                                               |                                                                   |                                               | \$ (22,600)                         | \$ 22,600                  |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             | Design Contingency Use to partially Fund CO #03 to Doors, Frames, and Door Hardware Sub- ASIs #14 & ASI #15 issued by the Design Team- Doors Frame, Door Hardware, and Access Control Scope of Work Revisions |                                                                   |                                               | \$ (115,114)                        | \$ 115,114                 |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             | Design Contingency Use to fund CO #02 to Aluminum Glass and Glazing Sub for Addendum C1 and ASI 09 Revisions issued by the Design Team                                                                        |                                                                   |                                               | \$ (36,171)                         | \$ 36,171                  |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             | Design Contingency Use to Fund CO #08 to Plumbing Subcontractor for Plumbing Scope of Work changes per Design Team ASI #11                                                                                    |                                                                   |                                               | \$ (51,970)                         | \$ 51,970                  |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Contingencies Subtotal                                                                                                                      |                                                                                                                                                                                                               | \$ -                                                              | \$ 2,482,861                                  | \$ 957,206                          | \$ 1,525,761               |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Project Contingencies Total                                                                                                                 |                                                                                                                                                                                                               | \$                                                                |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Owner's Special Cash Allowances:                                                                                                            |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Owner's Special Cash Allowances Subtotal                                                                                                    |                                                                                                                                                                                                               | \$ -                                                              | \$ -                                          | \$ -                                | \$ -                       |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Owner's Special Cash Allowances Total                                                                                                       |                                                                                                                                                                                                               | \$                                                                |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Owner's Contingency                                                                                                                         |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             |                                                                                                                                                                                                               | \$ -                                                              | \$ -                                          |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Owner's Contingency Subtotal                                                                                                                |                                                                                                                                                                                                               | \$ -                                                              | \$ -                                          | \$ -                                | \$ -                       |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Owner's Contingency Total                                                                                                                   |                                                                                                                                                                                                               | \$                                                                |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Construction Services (RMP) Subtotal                                                                                                        |                                                                                                                                                                                                               | \$ 0                                                              | \$ 83,046,305                                 | \$ 83,046,305                       | \$ 1,525,761               | N/A                                                  | \$ 83,083,514                             | \$ 37,129,493                               | 45%                                | \$ 2,448,288                             | 4%    | \$ 38,577,768 | 84%            | \$ 1,978,888 |
| Construction Services (RMP) Total                                                                                                           |                                                                                                                                                                                                               | \$                                                                | \$ 83,046,305                                 |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Contract Total                                                                                                                              |                                                                                                                                                                                                               | \$ 72,964                                                         | \$ 83,046,305                                 | \$ 83,119,305                       | \$ 1,525,761               | N/A                                                  | \$ 83,199,314                             | \$ 37,202,476                               | 45%                                | \$ 2,449,288                             | 4%    | \$ 38,652,768 | 84%            | \$ 1,979,888 |
| Preconstruction & Construction Contract Total                                                                                               |                                                                                                                                                                                                               | \$                                                                | \$ 83,119,305                                 |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Release of Retainage                                                                                                                        |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Approved                                                                                                                                    | Date of Release                                                                                                                                                                                               | General Description of Scope Associated With Release of Retainage |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               | Amount         |              |
|                                                                                                                                             |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
|                                                                                                                                             |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               |                |              |
| Total Retainage Released To Date                                                                                                            |                                                                                                                                                                                                               |                                                                   |                                               |                                     |                            |                                                      |                                           |                                             |                                    |                                          |       |               | \$ -           |              |

# CONTRACTOR'S SWORN STATEMENT AND WAIVER OF LIEN

APPLICATION FOR PARTIAL PAYMENT No. 21 Contractors Job No. 2305 PROJECT No. 22210.00  
FOR THE PERIOD: July 26, 2026 TO: August 25, 2026 Date Submitted: 08/28/2026

NAME OF PROJECT: McLennan County Judicial Center (Old Downtown Jail Conversion) Project

CMR NAME & ADDRESS: John W. Erwin General Contractor, Inc. 313 South 13th Street Waco, Texas 76701

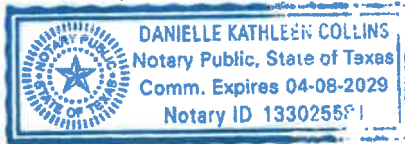
PROJECT: McLennan County Judicial Center (Old Downtown Jail Conversion) Project

OWNER: McLennan County, Texas

1. The undersigned does hereby release all lien rights and the signature below constitutes waiver of all lien rights and release and discharge of all contracting parties to date on property described herein, conditioned upon payment by **McLENNAN COUNTY, TEXAS** of our current invoice in the amount of: \$ 2,325,873.
2. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.
3. It is acknowledged that this release is for the benefit of and may be relied upon by the Owner, any construction lender (if applicable), and the principal and surety on any payment, performance, labor, and material bond(s) for the project.
4. In further consideration of the receipt of payment, the undersigned agrees to defend and hold harmless the owner, any construction lender (if applicable), and/or the principal and surety from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors, vendors, or employees against the project. The undersigned agrees to indemnify or reimburse the Owner so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of such claims.
5. In addition to the foregoing, this instrument shall constitute a **PARTIAL** release of all rights, claims and demands of the undersigned against the owner arising out of or pertaining to the above referenced project. If partial, all rights and claims on the project are released up to and including the 25th day of August 2026.

Dated this 28th day of August, 2026.

STATE OF Texas  
COUNTY of McLennan  
(STAMP SEAL BELOW)



John W. Erwin General Contractor, Inc.

Kevin C. Karr  
Kevin C. Karr  
Senior Project Manager

The forgoing release was subscribed and sworn to before me this 28th day of August, 2026.

by Kevin C. Karr (as Senior Project Manager of John W. Erwin General Contractor, Inc.).

My Commission expires: 04/08/2029

Danielle Collins  
Notary Public

# McLennan County Judicial Center - Annex

August 14, 2026 Facade Study

North 6th Street - South View



BRINKLEY · SARGENT · WIGINTON  
ARCHITECTS



Stone 1: Lueders Gray  
Machine Brushed (Base and Under Center Windows)



Stone 2: Silver Shadow - Veine  
Honed (Field Stone At Center Bumpouts)



Metal Panel 1: Reynobond - Sunshine Gray  
(Top Corners)



Stone 3: Silver Shadow - Fleuri  
Honed (Field Stone)



Existing Granite



Metal Panel 2: Reynobond - Cadet Gray  
(Under Side Windows)



# McLennan County Judicial Center - Annex

August 14, 2026 Facade Study

Columbus Ave SW View



BRINKLEY · SARGENT · WIGINTON  
ARCHITECTS



Stone 1: Lueders Gray  
Machine Brushed (Base and Under Center Windows)



Stone 2: Silver Shadow - Veine  
Honed (Field Stone At Center Bumpouts)



Metal Panel 1: Reynobond - Sunshine Gray  
(Top Corners)



Stone 3: Silver Shadow - Fleuri  
Honed (Field Stone)



Existing Granite



Metal Panel 2: Reynobond - Cadet Gray  
(Under Side Windows)