

**ATASCOSA COUNTY  
COMMISSIONERS COURT  
SPECIAL CALLED MEETING  
COMMISSIONERS COURTROOM, SUITE 203  
December 31, 2025  
10 a.m.**

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

- 551.071 Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel Matters.
- 551.076 Deliberation regarding security devices or security audits.
- [551.0785](#) Deliberation involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiation.
- 551.088 Deliberation regarding test item.

**AGENDA**

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Margaret Littleton: Discuss and/or take appropriate action to approve the order setting compensation of the County Auditor and Assistants as ordered by the District Clerk:  
81st/218th District Judges.
5. Margaret Littleton: Discuss and/or take appropriate action to approve the order setting compensation for the:  
District Clerk:
  - A. 81st District Court Reporter as ordered by the 81st/218th District Judges.
  - B. 218th District Court Reporter as ordered by the 81st/218th District Judges.
6. Mike Pansza: Discuss and/or take appropriate action concerning the execution of a  
Emergency Professional Services Agreement between Atascosa County and H2O  
Management Partners in connection with the Atascosa County Multijurisdictional Hazard  
Coordinator: Mitigation Assessment and Action Plan, pending approval from the County  
Attorney's Office.

7. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:  
 New Employee: Jesalyn Reyna  
 Position: Corrections Officer  
 Pay Rate: Tier 3: \$23.44 Hourly; 86 Hrs Fluctuating; \$200.00 Mo. Uniform; SB22 Eligible, 90-Day County Probation, 1-Year Agency Probation  
  
 Salary Budget Area: [012-442-562](tel:012-442-562)  
 Start Date: January 5, 2026  
 Physical: complete  
 Drug Test: complete
  
8. Justin Vasquez: Discuss and/or take appropriate action concerning quote from San Antonio  
 I.T: Sound & Light for audio/visual equipment for the new Training Room at the Sheriff's Office. SASL will re-use as much equipment from the old training room as possible to save on cost. Quote amount is \$11,068.00. Pending County Attorney Review and authorize County Judge to accept.
  
9. Justin Vasquez: Discuss and/or take appropriate action concerning renewal quote from  
 I.T: ESRI for annual subscription of ArcGIS software for 911 Addressing in the amount of \$4,563.27 for FY2026 pending County Attorney review and authorizing County Judge to accept.
  
10. Justin Vasquez: Discuss and/or take appropriate action concerning quote from SHI for  
 I.T: Adobe subscription renewals in the amount of \$5,565.37 for FY2026 pending County Attorney review and authorizing County Judge to accept.
  
11. Molly Solis: Discuss and/or take appropriate action to approve the renewal and  
 County Attorney: amendment of the independent contractor agreement for Jail Medical  
 Jake Guerra: Director and EMS Medical Director services with Dr. Michael Kurz.  
 County Sheriff:  
 Courtney Grier:  
 EMS Director:
  
12. Tracy Barrera: Discuss and/or take appropriate action concerning the review,  
 Auditor: acceptance, and certification of the following Grant awarded:  
 FY 2025-26 81st Judicial District Mental Health Court Grant in the amount of \$307,346.08, for the first ever Atascosa County Mental Court. (New Grant to Atascosa County -- Zero Match). The following supplements are included in this grant:  
 Norma Cillanueva \$329.86 per pay period  
 Valerie Campos \$25.60 per hour  
 Andres Flores \$25.60 per hour  
 Lara Tristan \$25.60 per hour  
 Brittany Ibarra \$25.60 per hour  
 Keera Ortiz \$25.60 per hour
  
13. Tracy Barrera; Discuss and/or take appropriate action concerning the review,  
 Auditor: acceptance and selection of the following bids that were submitted by the

deadline or direct the County Auditor to re-advertise:  
2026 Fuel, gas and diesel, Bids (89 octane unleaded gasoline; #2 low sulfur fuel)  
2026 Hauling of Road Materials Bids  
2026 Road Material Bids (Pit run base, grade 3 & 4 coated, recycled asphalt, crushed limestone 1½ to dust, 1¾ crushed limestone, topping rock#3, topping rock#4, topping rock#5, cold mix asphalt type D, trap rock#3, trap rock#4, trap rock#5, reclaimed millings)

- 14. Tracy Barrera: Discuss and/or take appropriate action to approve the attached 2025 Auditor: budget adjustments.
- 15. Tracy Barrera: Discuss and/or take appropriate action to accept the budget converted Auditor: to the FI software system. The amount for budget items will not change from the approved 2026 budget, but might be combined into line items that are similar.
- 16. Judge Cude: Discuss and/or take appropriate action regarding the close out process for expansion projects at the Atascosa County Tax Office and Atascosa County Sheriff's Office.

17. **EXECUTIVE SESSION**

**The Special Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 consultation with attorney.**

**A. Discuss the Tax Office construction project.**

18. **OPEN SESSION**

**A. Discuss and/or take appropriate action on the Tax Office Construction Project.**

- 19. Judge Cude: Discuss, review and take action to accept and/or approve any Tracy Barrera: invoices and payroll.
- 20. Judge Cude: Discuss, review and take action on reports submitted. Tracy Barrera:
- 21. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, January 12, 2026.
- 22. Judge Cude: Adjourn.

  
\_\_\_\_\_  
Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 10:00 a.m., on Monday, December 22, 2025.

A handwritten signature in cursive script that reads "Jessica Kidd". The signature is written in black ink and is positioned above a horizontal line.

\_\_\_\_\_  
Jessica Kidd, Court Coordinator

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 4.**

**Meeting Date:** 12/31/2025

**Item Title:**

**Submitted For:**

**Discuss and/or take appropriate action concerning:**

Margaret Littleton: Discuss and/or take appropriate action to approve the order setting  
District Clerk: compensation of the County Auditor and Assistants as ordered by the  
81st/218th District Judges.

**ATTACHMENTS**

Auditor Orders

STATE OF TEXAS

COUNTY OF ATASCOSA

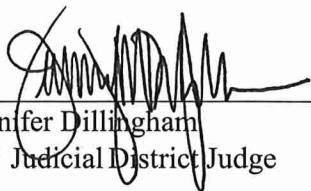
ORDER SETTING COMPENSATION OF COUNTY AUDITOR & ASSISTANTS

On, DECEMBER 18, 2025 at 10:00 A.M., Pursuant to Texas Civil Statutes providing that the salary of the County Auditor and Assistant County Auditors of each county be set by the Judges of the 81<sup>st</sup> and 218<sup>th</sup> Judicial District, a public hearing was held at the Atascosa County District Courtroom after publication of notice of such public hearing as required by law. After opening the meeting for public comments, the undersigned District Judges made the following order:


Office / Position	Salary
County Auditor	\$ 100,000.00
1st Assistant Auditor	\$ 62,500.00
2nd Assistant Auditor	\$ 48,500.00
3rd Assistant Auditor	\$ 48,500.00
4th Assistant Auditor	\$ 48,500.00

IT IS ORDERED that the annual compensation of the positions listed above, or successors in said position, shall be compensated per annum as indicated. This Order is to take effect January 1, 2026 and shall continue at the pleasure of the District Judges of said District Courts.

Signed DECEMBER 18, 2025

  
Jennifer Dillingham  
81<sup>st</sup> Judicial District Judge

Signed DECEMBER 18, 2025

  
Russell Wilson  
218<sup>th</sup> Judicial District Judge

FILED 9:00 O'CLOCK A M  
MARGARET E. LITTLETON, DISTRICT CLERK

DEC 19 2025

CLERK DISTRICT COURT, ATASCOSA CO., TX  
BY  DEPUTY

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 5.**

**Meeting Date:** 12/31/2025

**Item Title:**

**Submitted For:**

**Discuss and/or take appropriate action concerning:**

Margaret Littleton: Discuss and/or take appropriate action to approve the order setting  
District Clerk: compensation for the:

A. 81st District Court Reporter as ordered by the 81st/218th District Judges.

B. 218th District Court Reporter as ordered by the 81st/218th District Judges.

**ATTACHMENTS**

Order 218th Court

Order 81st Court

STATE OF TEXAS

COUNTY OF ATASCOSA

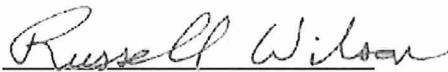
**ORDER SETTING COMPENSATION OF COURT REPORTER**

ORDER SETTING COMPENSATION OF COURT REPORTER on DECEMBER 18, 2025, at a public hearing held in the District Courtroom of Atascosa County, Texas, pursuant to the Local Government Code, the annual salary of the Court Reporter for the 218<sup>th</sup> District Court, respectively, was set.

IT IS THEREFORE ORDERED THAT the annual salary of the 218<sup>th</sup> District Courts Court Reporter is set at \$125,000.00, effective JANUARY 1, 2026.

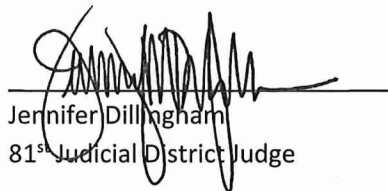
IT IS FURTHER ORDERED THAT Atascosa County's portion of such salary is set at \$44,212.50 effective JANUARY 1, 2026.

Signed DECEMBER 18, 2025



Russell Wilson  
218<sup>th</sup> Judicial District Judge

Signed DECEMBER 18, 2025



Jennifer Dillingham  
81<sup>st</sup> Judicial District Judge

FILED 9:00 O'CLOCK A M  
MARGARET E. LITTLETON, DISTRICT CLERK

DEC 19 2025

CLERK DISTRICT COURT ATASCOSA CO., TX  
BY M. Littleton DEPUTY

STATE OF TEXAS

COUNTY OF ATASCOSA

**ORDER SETTING COMPENSATION OF COURT REPORTER**

ORDER SETTING COMPENSATION OF COURT REPORTER on DECEMBER 18, 2025, at a public hearing held in the District Courtroom of Atascosa County, Texas, pursuant to the Local Government Code, the annual salary of the Court Reporter for the 81<sup>st</sup> District Courts, respectively, was set.

IT IS THEREFORE ORDERED THAT the annual salary of the 81<sup>st</sup> District Courts Court Reporter is set at \$125,000.00, effective JANUARY 1, 2026.

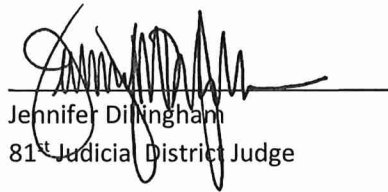
IT IS FURTHER ORDERED THAT Atascosa County's portion of such salary is set at \$44,212.50 effective JANUARY 1, 2026.

Signed DECEMBER 18, 2025



Russell Wilson  
218<sup>th</sup> Judicial District Judge

Signed DECEMBER 18, 2025



Jennifer Dillingham  
81<sup>st</sup> Judicial District Judge

FILED 9:00 O'CLOCK A M  
MARGARET E. LITTLETON, DISTRICT CLERK

DEC 19 2025

CLERK DISTRICT COURT ATASCOSA CO., TX  
BY M. Littleton DEPUTY

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 6.**

**Meeting Date:** 12/31/2025  
**Item Title:** Multijurisdictional Hazard Mitigation Action Plan.  
**Submitted For:** Mike Pansza, EMC/OEM

**Discuss and/or take appropriate action concerning:**

Mike Pansza: Discuss and/or take appropriate action concerning the execution of a  
Emergency Professional Services Agreement between Atascosa County and H2O Partners  
Management in connection with the Atascosa County Multijurisdictional Hazard Mitigation  
Coordinator: Assessment and Action Plan, pending approval from the County Attorney's  
Office.

**ATTACHMENTS**

Agreement  
task order 1  
task order 2

# PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (“AGREEMENT”), dated this [REDACTED] day of [REDACTED], 2025, is entered into by and between **H2O Partners, Inc.**, 1515 S. Capital of Texas Hwy, Suite 305, Austin, TX 78746, a corporation formed under the laws of the State of Texas (hereinafter referred to as “CONSULTANT”) and Atascosa County, Texas [REDACTED], hereinafter referred to as (“CLIENT”).

## WITNESSETH

WHEREAS, CLIENT intends to develop a Federal Emergency Management Agency (FEMA)-approved Local Hazard Mitigation Action Plan (HMAP) relating to the GLO Community Development Block Grant Local Hazard Mitigation Planning Program (LHMPP) for Atascosa County, Texas including the participating jurisdictions City of Poteet, City of Charlotte, City of Jourdanton, City of Pleasanton, City of Lytle, Poteet ISD, Charlotte ISD, Jourdanton ISD, Pleasanton ISD, and Lytle ISD in addition to the County.

WHEREAS, CONSULTANT agrees to provide all technical and professional expertise, knowledge, management, and other resources required for developing the HMAP.

WHEREAS, if a non-Federal entity wants to use federal funds to pay or reimburse their expenses for services under a contract, CLIENT and CONSULTANT, will comply with all applicable clauses described in [Appendix II](#) to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) and [2 CFR 200: 318 - 327](#); and contains the federally required contract provisions; and

NOW, THEREFORE, the provisions are as follows:

### **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Consultants must sign and submit to the non-federal entity the following certification.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

## PROFESSIONAL SERVICES AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The consultant, H2O Partners, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

### **Clean Air Act**

1. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The consultant agrees to report each violation to Atascosa County, Texas, and understands and agrees that Atascosa County, Texas will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

## **PROFESSIONAL SERVICES AGREEMENT**

3. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

1. The consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

2. The consultant agrees to report each violation to Atascosa County, Texas and understands and agrees that Atascosa County, Texas will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the consultant is required to verify that none of the consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

H2O Partners must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Atascosa County, Texas. If it is later determined that the consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Atascosa County, Texas the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

# PROFESSIONAL SERVICES AGREEMENT

## **Access to Records**

The consultant agrees to provide the Texas Division of Emergency Management and/or the General Land Office, Federal Emergency Management Agency (FEMA) Administrator and/or the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the consultant which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

The consultant agrees to maintain records for five years after the Grantee formally closes out the project and agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In compliance with the Disaster Recovery Act of 2018, Atascosa County, Texas and H2O Partners acknowledge and agree that no language in the is agreement is intended to prohibit audits or internal reviews by the FEMA Administrator, HUD, or the Comptroller General of the United States.

## **Solid Waste Disposal Act**

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

## **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Prohibition: Recipients, Subrecipients, and Contractors are prohibited from using loan or grant funds under this agreement to acquire, extend, or renew contracts for covered telecommunications equipment or services.

Covered Telecommunications Equipment or Services: As defined in section 889 of Public Law 115-232, "covered telecommunications equipment or services" includes:

## PROFESSIONAL SERVICES AGREEMENT

Telecommunications equipment from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or their subsidiaries or affiliates.

Compliance: Acceptance of a loan or grant serves as certification of compliance with this prohibition. No further specific certification is required beyond the initial acceptance and those provided with payment requests and financial reports.

WHEREAS, the State of Texas requires state-administered grant funds to comply with various Government Codes and regulations, CLIENT and CONSULTANT, will comply with all applicable clauses described in Texas Government Codes 2271 and 2252.

NOW, THEREFORE, the provisions are as follows:

- As required by Chapter 2271, Texas Government Code, CONSULTANT hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this AGREEMENT. For purposes of this verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- Pursuant to Chapter 2252, Texas Government Code, CONSULTANT represents and certifies that, at the time of execution of this AGREEMENT neither CONSULTANT, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is hereby agreed as follows:

### **1. Responsibilities; Services and Duties**

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies and other material (all items collectively hereinafter called "PROJECT DOCUMENTS") and plan consulting services (hereinafter "SERVICES") furnished by the CONSULTANT in strict accordance with the terms, covenants, and conditions of this AGREEMENT and all applicable Federal, State, and local laws, rules, and regulations.
- B. CLIENT approval of PROJECT DOCUMENTS, services, and incidental consulting services shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy of the consulting services performed.

## PROFESSIONAL SERVICES AGREEMENT

- C. CONSULTANT and CLIENT shall negotiate mutually agreeable terms and compensation for completing additional services beyond those stated in the AGREEMENT, should the need arise.
- D. CLIENT's Contract Manager will be responsible for exercising general oversight of CONSULTANT's activities in completing SERVICES stated in the AGREEMENT. The CLIENT's Contract Manager shall give the CONSULTANT timely feedback on the acceptability of progress.
- E. CONSULTANT's Contract Manager for this engagement shall be Heather Ferrara; Phone: 205-586-6616; Email: heather@h2opartnersusa.com.

CLIENTS's Primary Point of Contact (POC) for the engagement shall be [POC NAME],[POC MAILING ADDRESS], [POC PHONE], [POC E-MAIL].

### **2. Scope of Services-Consultant,**

- A. Upon execution of this Agreement and Task Order 1, CONSULTANT will coordinate with CLIENT POC to prepare a Planning Grant Application submit the application on behalf of the CLIENT to Texas General Land Office.
- B. Upon notice of LHMPP Planning Grant Award by Texas General Land Office, and execution of Task Order 2, CONSULTANT will conduct a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, will be scheduled with the CLIENT with public meetings to follow each.
- C. CONSULTANT will facilitate the development of a hazard mitigation planning committee and develop a detailed tracking contract sheet for the management of documents requested.
- D. CONSULTANT will develop all meeting and workshop notices and materials.
- E. CONSULTANT will develop and distribute capability assessments to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
- F. CONSULTANT shall develop a format for the HMAP.
- G. CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
- H. CONSULTANT will conduct a new analysis and risk and vulnerability assessment for the HMAP.

## **PROFESSIONAL SERVICES AGREEMENT**

- I. CONSULTANT will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
- J. CONSULTANT will conduct a Mitigation Action Workshop to identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
- K. CONSULTANT will collect and compile all records of the meetings held for the purposes of plan certification.
- L. CONSULTANT will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
- M. CONSULTANT shall write and develop each section of the HMAP and submit a preliminary draft version to CLIENT.
- N. CONSULTANT will revise the HMAP as necessary and submit a draft to Texas Division of Emergency Management (“TDEM”), following the receipt of comments and revisions from CLIENT.
- O. CONSULTANT shall complete the review tool for the HMAP and complete revisions as required by TDEM.
- P. Once the HMAP is approved by TDEM and submitted to FEMA, CONSULTANT shall revise the HMAP and review tool if required by FEMA.
- Q. After FEMA approves the HMAP, CONSULTANT shall provide CLIENT with a digital download of the HMAP.

### **3. Scope of Services-Client**

- A. CLIENT will render services inclusive of the following:
  - 1) Providing contact information for department heads and other potential Planning Team Members and sending out notices that have been provided to CLIENT by CONSULTANT regarding upcoming meetings.
  - 2) Establishing dates of all meetings and workshops and the location for the public meetings to follow.
  - 3) In conjunction with CONSULTANT, compiling a list of stakeholders interested in the HMAP and providing notice of meetings to said stakeholders.
  - 4) Advertising all public and stakeholder meetings for the HMAP on CLIENT’s website or in the legal notice section of local newspapers.
  - 5) Furnishing or making available a projector and screen for PowerPoint presentations at each meeting, or notifying CONSULTANT if a projector and/or screen will not be available.

## PROFESSIONAL SERVICES AGREEMENT

- 6) Assisting the CONSULTANT by placing at their disposal all available pertinent data for the HMAP, including the following:
    - i. GIS data (if available);
    - ii. Information on past mitigation or grant projects, including date, amount and completion notes; and
    - iii. Current National Flood Insurance Program (NFIP) status.
  - 7) Examining documents submitted by the CONSULTANT and rendering a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT's SERVICES.
- B. CLIENT shall be responsible for the formal adoption of the HMAP once approved by FEMA, by way of a resolution. If requested, a sample resolution will be provided by CONSULTANT.
- C. The services, information, and reports required by this Section, inclusive, shall be furnished at the CLIENT'S expense, and the CLIENT will use its best efforts to apprise the CONSULTANT of any inaccuracies or inconsistencies in the information provided.
- D. CLIENT shall be responsible for all grant administration and management services, including completing quarterly reports, reviewing contracts and invoices; preparing reimbursement requests with invoices, collecting all in-kind documentation from participating jurisdictions; and preparing files for project closeout.

#### **4. Time of Performance**

- A. CONSULTANT agrees to begin work on the day of execution of this AGREEMENT and Task Order 1, and, upon notice of Planning Grant Award and issuance of Task Order 2, continue work until final adoption of the plan or [# of months] (spell months) months, whichever occurs first..
- B. This AGREEMENT may be extended upon the execution of an additional written Letter of Agreement signed by CONSULTANT and CLIENT.
- C. CONSULTANT may modify the time of performance upon written approval from CLIENT.
- D. Termination of the AGREEMENT by CLIENT releases CONSULTANT from all obligations subsequent to the point of termination, and the CONSULTANT shall immediately deliver to CLIENT all material and products completed or in progress.

#### **5. Compensation**

- A. For and in consideration of SERVICES, CLIENT shall pay, and the CONSULTANT shall receive, compensation as hereinafter set forth. All

## PROFESSIONAL SERVICES AGREEMENT

remittance by the CLIENT for such compensation shall either be mailed or delivered to the CONSULTANT's office as identified in Section 15, "Notices."

- B. Upon completion of all services described in Appendix "B" CONSULTANT shall be paid a fixed fee, billed in increments outlined below, not to exceed \$98,930.00.

### 6. Payment

A. Upon execution of this Agreement and Task Order 1, CONSULTANT will coordinate with CLIENT POC to prepare a Planning Grant Application submit the application on behalf of the CLIENT to Texas General Land Office. Upon submission of the Planning Grant Application, CLIENT shall pay CONSULTANT \$1,690.00.

B. Upon receipt of LHMPP Grant award, CLIENT will issue Task Order 2. In accordance with the General Land Office (GLO) Local Hazard Mitigation Plans Program (LHMPP) grant awarded to CLIENT, CONSULTANT will be compensated for work completed in Task Order 2 in six (6) installments based on the completion of HMP Planning Phases. These phases, and CONSULTANT'S costs are:

1. **DEVELOPING PLANNING PROCESS:** Organize Planning Committee and Develop Planning Process and Goals; Develop Capability Assessment and Conduct Kick-off Workshop and Public Meeting, not to exceed \$15,340.00.
2. **RISK AND VULNERABILITY ASSESSMENT:** Identify/Review Hazards and Develop Risk Assessment Report and GIS Maps; Finalize Risk and Vulnerability Assessment; Conduct Risk Workshop and Public Meeting, not to exceed \$22,490.00.
3. **MITIGATION STRATEGY DEVELOPMENT:** Incorporate Information from Risk/Capability Assessment; Analyze Previous Mitigation Actions; Conduct Mitigation Workshop and Public Meeting; Develop/Prioritize Mitigation Actions, not to exceed \$23,920.00.
4. **DRAFT, FINALIZE AND MAINTAIN PLAN:** Develop draft of Plan Update; Submit to Atascosa County, Texas for Approval; Incorporate Edits; Finalize and Submit Plan Update to TDEM; State Review and Approval; Submit to FEMA, not to exceed \$28,860.00.
5. **PROJECT COMPLETION:** Final Presentation; FEMA Approval; Adoption by Atascosa County, Texas \$4,810.00.

#### 6. **Delivery of Printed and Bound Copies of Final Plan** \$1,820.00

C. CLIENT shall pay CONSULTANT for services rendered no later than 30 days from receipt of invoice. If CLIENT objects to any itemized entries on an

## **PROFESSIONAL SERVICES AGREEMENT**

invoice, CLIENT will promptly notify CONSULTANT of the objection(s) and payment for those specific entries may be delayed until the objection(s) are resolved.

### **7. Independent Contractor**

The services performed hereunder by the CONSULTANT shall be subject to CLIENT'S inspection and approval, but the detailed manner and method of doing said services shall be under the control of the CONSULTANT. In the performance of services hereunder, CONSULTANT shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of CONSULTANT or its subcontractor, and not employees of the CLIENT.

### **8. Laws and Ordinances**

- A. CONSULTANT shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority, which in any manner affect this AGREEMENT or the HMAP.
- B. CONSULTANT agrees, moreover, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, national origin, genetic information, or any other legally protected category.
- C. CONSULTANT agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CONSULTANT agrees that the indemnification provisions of Section 9 "Indemnification and Insurance" encompass any failure by the CONSULTANT to comply with this article.

### **9. Indemnification and Insurance**

- A. CONSULTANT agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages occurring as a result of or arising out of this AGREEMENT on account of CONSULTANT's negligence or willful misconduct (or the negligence or willful misconduct of any of their respective affiliates), to the extent not caused by the fault of CLIENT. CONSULTANT further agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages alleged by CONSULTANT'S employees, contractors, subcontractors and representatives relating to the work performed under this AGREEMENT.
- B. CONSULTANT warrants that it maintains 1) general liability insurance and 2) workers' compensation insurance on all of its employees.

### **10. Assignment**

## **PROFESSIONAL SERVICES AGREEMENT**

Neither this AGREEMENT, nor any right, privilege or cause of action arising hereunder, may be assigned by CONSULTANT in whole or in part for any purpose and whether in settlement of litigation or not, and any purported assignment shall be null, void and unenforceable without the written consent of the CLIENT. The CLIENT and the CONSULTANT each binds itself and its successors and assigns to the other party with respect to all covenants of this AGREEMENT.

### **11. Termination**

- A. CLIENT may terminate this AGREEMENT, or any portion of it, by serving a notice of termination on the CONSULTANT, which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of CLIENT or for default of the CONSULTANT.
- B. If the termination is for default, the notice shall state the manner in which the CONSULTANT has failed to perform the requirements of the AGREEMENT and identify a reasonable time period for the CONSULTANT to cure such default, or provide evidence sufficient to prove to the CLIENT's reasonable satisfaction that such default does not, in fact, exist.
- C. If the termination is for the convenience of CLIENT, the CONSULTANT shall be paid its costs up to the time of notice to stop work is received.

### **12. Acceptance of Incomplete or Non-Conforming Deliverables**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the CLIENT prefers to accept it, the CLIENT may do so. If any such acceptance occurs prior to final payment, the CLIENT and CONSULTANT may agree upon the amount to be deducted to compensate the CLIENT for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the CLIENT by the CONSULTANT.

### **13. Dispute Resolution**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described

## PROFESSIONAL SERVICES AGREEMENT

below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the CLIENT and the CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CLIENT and the CONSULTANT will share the costs of mediation equally.

### 14. Modifications

This AGREEMENT may be modified or amended if approved, in writing by both parties. No pre-printed or similar terms on any the CONSULTANT invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

### 15. Notices

- A. All notices and communications under this AGREEMENT to be delivered to the CLIENT shall be sent to the address of the CLIENT as follows, unless and until the CONSULTANT is otherwise notified:

[CLIENT POC FOR NOTICES NAME]  
[NOTICES ADDRESS]  
[NOTICES PHONE]  
[NOTICES EMAIL]

- B. All notices and communications under this AGREEMENT to be delivered to the CONSULTANT shall be sent to the address of the CONSULTANT as follows, unless and until the CLIENT is otherwise notified:

H2O Partners, Inc.  
1515 S. Capital of Texas Hwy, Suite 305  
Austin, TX 78746  
Attn: Heather Ferrara  
heather@h2opartnersusa.com

### 16. Legal Construction

## PROFESSIONAL SERVICES AGREEMENT

- A. The validity of this AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- B. In case any one or more of the provisions contained in this AGREEMENT shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. This AGREEMENT contains the entire understanding between the parties and supersedes all prior agreements, oral representations and understandings. This Agreement may not be changed except by a written agreement signed by both parties. The persons signing this AGREEMENT warrant and represent that they have read and understood this AGREEMENT and are authorized to sign it on behalf of each party.

### 17. Exclusions

- A. EXCLUSIONS AND ASSUMPTIONS: Atascosa County, Texas including the participating jurisdictions of the City of Bridge City, Emergency Services District #1, City of Atascosa, Atascosa County Drainage District, Atascosa County Water Control District #1, City of Pine Forest, City of Pinehurst, City of Rose City, City of Vidor, Vidor ISD, and City of West Atascosa in addition Atascosa County, Texas are the only parties to this Agreement with H2O Partners.
- B. If additional communities or entities join the HMAP effort, as participating Planning Team Members, this AGREEMENT will be modified to reflect updated participating members and compensation.

*(The remainder of this page is left intentionally blank)*

# PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed on the day and year first above written.

**H2O Partners, Inc.**

BY: \_\_\_\_\_  
NAME: Eric Howard  
TITLE: Executive Vice President  
DATE: \_\_\_\_\_

**Atascosa County, Texas**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

# PROFESSIONAL SERVICES AGREEMENT

## APPENDIX “A”

**All-inclusive price.** The Price Detail Table below presents milestone and Grand Total pricing that covers all services required to accomplish the scope of work outlined in the solicitation; the pricing includes all necessary fees and charges needed to complete this work.

Pricing presented here assumes that the Hazard Mitigation Plan will include the participating jurisdictions of the City of Poteet, City of Charlotte, City of Jourdanton, City of Pleasanton, City of Lytle, Poteet ISD, Charlotte ISD, Jourdanton ISD, Pleasanton ISD, and Lytle ISD in addition to the County. Additional jurisdictions can be included in the Plan for \$4,500 each.

**Fair pricing – grant development versus Hazard Mitigation planning.** County evaluators will notice that the pricing amount for developing and submitting the planning grant application is significantly lower than for Hazard Mitigation planning services. H2O Partners’ experience developing successful planning grants and producing FEMA-approved Hazard Mitigation Plans and Plan Updates has shown us that the planning process is a much larger, more demanding endeavor than the grant application process. Our pricing indicates the relative levels of effort required for the two services. It is also important to note that the LHMPP provides up to 100% federal share.

**Price Detail Table**

Description	Amount
<b>Grant Development / Submission (Optional)</b>	
<b>DEVELOPING AND SUBMITTING LHMPP GRANT APPLICATION</b>	\$1,690
<b>Hazard Mitigation Plan Development</b>	
<b>DEVELOPING PLANNING PROCESS:</b> Organize Planning Committee and Develop Planning Process and Goals; Develop Capability Assessment and Conduct Kick-off Workshop and Public Meeting	\$15,340
<b>RISK AND VULNERABILITY ASSESSMENT:</b> Identify/Review Hazards and Develop Risk Assessment Report and GIS Maps; Finalize Risk and Vulnerability Assessment; Conduct Risk Workshop and Public Meeting	\$22,490
<b>MITIGATION STRATEGY DEVELOPMENT:</b> Incorporate Information from Risk/Capability Assessment; Analyze Previous Mitigation Actions; Conduct Mitigation Workshop and Public Meeting; Develop/Prioritize Mitigation Actions	\$23,920
<b>DRAFT, FINALIZE AND MAINTAIN PLAN:</b> Develop draft of Plan; Submit to County for Approval; Incorporate Edits; Finalize and Submit Plan to TDEM; State Review and Approval; Submit to FEMA	\$28,860
<b>PROJECT COMPLETION:</b> Final Presentation; FEMA Approval; Adoption by Atascosa County	\$4,810
<b>20 PRINTED AND BOUND COPIES OF FINAL PLAN:</b>	\$1,820
<b>GRAND TOTAL</b>	<b>\$98,930</b>

# PROFESSIONAL SERVICES AGREEMENT

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## APPENDIX "B" H2O Partners' Scope of Services HAZARD MITIGATION PLANNING SERVICES

In accordance with the provisions of the solicitation and H2O Partners' proposal, the following services shall be delivered under this Agreement:

- CONSULTANT shall develop a grant application for submission to Texas General Land Office for a Local Hazard Mitigation Plan Program (LHMPP) Planning Grant.
- CONSULTANT shall develop a Hazard Mitigation Action Plan (HMAP) following award of the Local Hazard Mitigation Plan Program (LHMPP) planning grant APPLICATION.
  - CONSULTANT will conduct a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, with public meetings following the workshops. All workshops and meetings will be scheduled with the CLIENT.
  - CONSULTANT will facilitate the development of a Planning Team and develop a detailed tracking contact sheet for the management of documents requested.
  - CONSULTANT will develop all meeting and workshop notices and materials.
  - CONSULTANT will develop and distribute a capability assessment to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
  - CONSULTANT shall develop a format for the HMAP.
  - CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
  - CONSULTANT will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the HMAP.

## **PROFESSIONAL SERVICES AGREEMENT**

- CONSULTANT will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
- CONSULTANT will conduct a Mitigation Action Workshop to review with CLIENT previous mitigation actions and identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
- CONSULTANT will collect and compile all records of the meetings held for the purposes of plan certification.
- CONSULTANT will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
- CONSULTANT shall write and develop each section of the HMAP and submit a preliminary draft version to CLIENT.
- CONSULTANT will revise the HMAP as necessary and submit a draft to TDEM, following the receipt of comments and revisions from CLIENT.
- CONSULTANT shall complete the review tool for the HMAP and complete revisions as required by TDEM.
- Once the HMAP is approved by TDEM and submitted to FEMA, CONSULTANT shall revise the HMAP and review tool if required by FEMA.
- After FEMA approves the HMAP, CONSULTANT shall provide CLIENT with a digital download of the HMAP.
- CLIENT with the assistance of the CONSULTANT, shall be responsible for all grant administration and management services, including completing quarterly reports, reviewing contracts and invoices; preparing reimbursement requests with invoices; and preparing files for project closeout.

## **LHMPP TASK ORDER 1 TEMPLATE**

This Task Order is made part of and governed by the terms and provisions of the AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT), dated the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between H2O Partners, Inc. (CONSULTANT) and Atascosa County, Texas, (CLIENT). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

### **A. Duties and Obligations**

1. CONSULTANT shall develop all items and materials necessary for the completion of the APPLICATION, including:
  - a. Developing a narrative statement and scope of work;
  - b. Identifying hazards and historical occurrences;
  - c. Detailing the proposed work schedule;
  - d. Developing a budget; and
  - e. Completing State and Federal assurance forms.
  
2. CONSULTANT shall fulfill all requirements of the APPLICATION.
  - a. CONSULTANT shall submit the APPLICATION electronically to the General Land Office (GLO), and provide the CLIENT with an electronic copy of the APPLICATION.
  - b. CONSULTANT shall correspond with State and Federal agencies throughout the development and submission of the APPLICATION, as necessary.
  - c. CLIENT shall provide identifying data that may be necessary for the completion of the APPLICATION as requested by CONSULTANT, including signing forms as needed.
  - d. The scope of services for this AGREEMENT covers only the completion of the APPLICATION, and specifically excludes any administration or management of the grant, if awarded.

### **B. PRICING**

In consideration for the services to be performed, CLIENT shall pay, and CONSULTANT shall receive, compensation as hereinafter set forth. CONSULTANT shall be paid a firm fixed fee of \$1,690.00 in consideration for the services to be performed under this AGREEMENT. The above pricing represents the maximum cost ceiling, including expenses.

### **B. APPROVAL/ ACCEPTANCE**

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be duly executed on the day and year first above written.

**H2O Partners, Inc.**

BY: \_\_\_\_\_  
NAME: Eric Howard  
TITLE: Executive Vice President  
DATE: \_\_\_\_\_  
\_\_\_\_\_

**Atascosa County, Texas**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
\_\_\_\_\_

## TEMPLATE TASK ORDER - 2 - Hazard Mitigation Plan

This Task Order is made part of and governed by the terms and provisions of the AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT), dated as of \_\_\_\_\_ day of \_\_\_\_\_ 202\_, by and between H2O Partners, Inc. (CONSULTANT) and Atascosa County (CLIENT). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

### A. DUTIES AND OBLIGATIONS

1. CONSULTANT shall develop a Hazard Mitigation Action Plan (HMAP) following award of the Local Hazard Mitigation Plan Program (LHMPP) planning grant APPLICATION.
2. CONSULTANT will conduct a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, with public meetings following the workshops. All workshops and meetings will be scheduled with the CLIENT.
3. CONSULTANT will facilitate the development of a Planning Team and develop a detailed tracking contact sheet for the management of documents requested.
4. CONSULTANT will develop all meeting and workshop notices and materials.
5. CONSULTANT will develop and distribute a capability assessment to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
6. CONSULTANT shall develop a format for the HMAP.
7. CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
8. CONSULTANT will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the HMAP.
9. CONSULTANT will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
10. CONSULTANT will conduct a Mitigation Action Workshop to review with CLIENT previous mitigation actions and identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
11. CONSULTANT will collect and compile all records of the meetings held for the purposes of plan certification.
12. CONSULTANT will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
13. CONSULTANT shall write and develop each section of the HMAP and submit a preliminary draft version to CLIENT.

14. CONSULTANT will revise the HMAP as necessary and submit a draft to TDEM, following the receipt of comments and revisions from CLIENT.
15. CONSULTANT shall complete the review tool for the HMAP and complete revisions as required by TDEM.
16. Once the HMAP is approved by TDEM and submitted to FEMA, CONSULTANT shall revise the HMAP and review tool if required by FEMA.
17. After FEMA approves the HMAP, CONSULTANT shall provide CLIENT with a digital download of the HMAP.
18. CLIENT with the assistance of the CONSULTANT, shall be responsible for all grant administration and management services, including completing quarterly reports, reviewing contracts and invoices; preparing reimbursement requests with invoices; and preparing files for project closeout.

**B. PRICING -TASK ORDER 2**

In consideration for the services to be performed, CONSULTANT shall be paid a firm fixed price amount of \$97,240.00 with payments made as project phases are completed and accepted by CLIENT as detailed in Professional Services Agreement between CLIENT and CONSULTANT, executed [DATE].

**C. TERM**

The term of Task Order 2 shall begin on the date signed and continue until final FEMA review and approval of the HMAP.

**D. APPROVAL/ ACCEPTANCE**

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. Task Order 2 consists of this document and any supplemental pages attached and referenced hereto.

*(The remainder of this page is left intentionally blank.)*

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be duly executed on the day and year first above written.

**H2O Partners, Inc.**

**Atascosa County, Texas**

BY: \_\_\_\_\_

**BY:** \_\_\_\_\_

NAME: Eric Howard  
\_\_\_\_\_

**NAME:** \_\_\_\_\_

TITLE: Executive Vice President  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_  
\_\_\_\_\_



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:** New employee

**Requested Action**

Sheriff Guerra:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Jesalyn Reyna
Position:	Corrections Officer
Pay Rate:	Tier 3: \$23.44 Hourly; 86 Hrs Fluctuating; \$200.00 Mo. Uniform; SB22 Eligible, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	<a href="tel:012-442-562">012-442-562</a>
Start Date:	January 5, 2026
Physical:	complete
Drug Test:	complete

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 8.**

**Meeting Date:** 12/31/2025

**Item Title:**

**Submitted For:** Justin Vasquez, I.T. Manager

**Discuss and/or take appropriate action concerning:**

Justin Vasquez: Discuss and/or take appropriate action concerning quote from San Antonio  
I.T: Sound & Light for audio/visual equipment for the new Training Room at the Sheriff's Office. SASL will re-use as much equipment from the old training room as possible to save on cost. Quote amount is \$11,068.00. Pending County Attorney Review and authorize County Judge to accept.

**ATTACHMENTS**

Quote

QUOTE # 25195-R1

DATE: December 19, 2025

EXPIRATION DATE January 19, 2026

**BILL** Justin Vasquez  
**TO** Atascosa County Jail  
 1108 Campbell Ave  
 Jourdanton, TX 78026  
[jvasquez@co.atascosa.tx.us](mailto:jvasquez@co.atascosa.tx.us)  
 830-580-2595

**SHIP** SASL to  
**TO** Deliver/Install

SALESPERSON	JOB	PAYMENT METHOD	DUE DATE
Brooks Quillian	Sheriff's Office Training Room	Check / PO	50% Down Upon Approval 50% Due Net 30 Upon Completion

**Scope of Work:**

**OVERVIEW**

- Install an audio-visual system in the Sherrif's Office Training Room with wireless content sharing, a wireless microphone combo, and ceiling speakers.

**SYSTEM**

- Install an 86" LG UHD LED Backlit LCD Large format display wall-mounted at the front of the room.
- Install a hardwired HDMI input at a client determined location connected to the HDMI input of the display.
- Install the Owner-Furnished (OFE) equipment rack in the closet at the back of the room.
- Install 8x OFE JBL Control26 speakers in the ceiling, connected to and powered by the OFE rack-mounted power amplifier.
- An OFE Shure mixer will be installed in the rack, along with the OFE power conditioner. This will connect to the microphone and the 3.5mm audio output of the display for content audio.
- SASL will install a new Shure QLXD single channel wireless microphone receiver, with 1x SM58 handheld microphone and 1x wireless bodypack with a cardioid lavalier microphone.
- All OFE equipment is to be treated "AS-IS". IF any equipment is found to be non-operational or missing parts, SASL will notify the client immediately and provide a quote for a replacement.

**OTHER**

- All work will be installed as indicated and specified, and in accordance with acknowledged professional standards and practices, and manufacturers' recommendations.
- SASL will provide all tools and equipment needed to install the system.
- SASL Tech Materials will be provided, as required, to complete all audio and video connections, properly secure equipment and wire management parts to provide a tidy cabling plant.

Equipment	\$6,753.00
Installation Services	\$4,315.00
Subtotal	\$11,068.00
Sales Tax	EXEMPT
<b>Total</b>	<b>\$11,068.00</b>

Signature of Approval

It All Starts With Design.



**Bill of Materials:**

Qty	Make	Model	Description
<b>AUDIO</b>			
1	Shure	QLXD4=-G50	Half-Rack, Single Channel Receiver
1	Shure	QLXD2/SM58=-G50	Handheld Transmitter with SM58® Microphone
1	Shure	QLXD1=-G50	Bodypack Transmitter
1	Shure	WL185MB/C-TQG	Lavalier Microphone - Black
1	C2G	CG40416	50 ft 3.5mm M/M Stereo Audio Cable
<b>VIDEO</b>			
1	LG	86UL3J-B	86" 3840 x 2160 UHD LED Backlit LCD Large Format Monitor - Black (Ashed Blue)
1	Chief	XSM1U	Extra-Large Fusion® Micro-Adjustable Fixed Wall Display Mount
1	C2G	CG39710	HDMI Pass Through Decorative Wall Plate - White
1	C2G	C2G41484	50ft (15.2m) Performance Series AOC High Speed HDMI® Cable
1	C2G	C2G10402	25ft (7.6m) Performance Series Ultra Flexible High Speed HDMI® Cable with Ethernet
1	SnapOne	WB-300-IP-3	WattBox® IP Power Conditioner (Compact) with OvrC Connect   3 Controlled Outlets

**Terms and Conditions**

1. **Payment Schedule:** SASL intends to invoice per phase and project progress.
  - a. Down Payment to Order Materials – 50%
  - b. Remaining balance due upon completion – 50%
2. **Payment** is due within 30 days of the invoice date, unless otherwise noted. A delayed payment may result in project delays.
3. **Installation Labor and Materials:**
  - a. SASL Tech Materials will be provided, as required, to complete all audio and video connections, properly secure equipment, and wire management parts to provide a tidy cabling plant.
  - b. All work shall be installed as indicated and specified, and in accordance with acknowledged industry professional standards and practices, and manufacturers’ recommendations.
  - c. San Antonio Sound & Light shall provide all tools and equipment needed to install the systems.
4. **Non-Equipment Deliverables**
  - a. System Technical Drawings: One-Line Schematic, Rack Elevation, Mechanical Plate Details, AV Floor Plan, AV Reflected Ceiling Plan, Control Narrative and GUI Layouts (Per the Proposal scope of work)
  - b. System Equipment Tables with connection details, IP Address and Physical MAC address of all devices (As Required)
  - c. Control System Source Code: All uncompiled source code and programming software be made available to the customer. (As Required)
5. **Warranty and Insurance:**
  - a. San Antonio Sound & Light offers a one-year warranty on workmanship in all installed systems. After 1 year, much of the equipment may still be under the manufacturer’s warranty. In the event of equipment failure, SASL will assist in diagnosing the problem and getting any equipment sent for repair, but a service fee will be charged.
  - b. SASL carries worker’s compensation, auto and general liability insurance. Certificates are available on request.
  - c. Owner Furnished Equipment is not covered under SASL’s warranty.
6. **Tariff Related Price Changes, Delays, and Increased Shipping Cost:** SASL is experiencing price increases and equipment delays from most manufacturers. Global supply chain shortages often cause delays on equipment deliveries. SASL will always do our best to mitigate any potential price changes and will advise clients of any known delays as soon as possible. The shipping price in the proposal is an estimate. Final shipping charges will be applied to the invoice. Pricing on this quote will be honored up to the quote’s stated expiration date.

**It All Starts With Design.**



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 9.**

**Meeting Date:** 12/31/2025

**Item Title:**

**Submitted For:** Justin Vasquez, I.T. Manager

**Discuss and/or take appropriate action concerning:**

Justin Vasquez: Discuss and/or take appropriate action concerning renewal quote from ESRI for annual subscription of ArcGIS software for 911 Addressing in the amount of \$4,563.27 for FY2026 pending County Attorney review and authorizing County Judge to accept.  
I.T:

**ATTACHMENTS**

Quote  
DIR Addendum



Esri Inc  
380 New York St  
Redlands CA 92373-8118

## **Subject: Renewal Quotation**

**Date:** 12/04/2025  
**To:** Britni Van Curan  
**Organization:** County of Atascosa  
Rural Addressing Dept  
**Fax #:**       **Phone #:** 830-769-2748

**From:** Barbara Walker  
**Fax #:** 909-307-3083   **Phone #:** + 19093693936 Ext. 3936  
**Email:** bwalker@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26323050  
Document Date: 12/04/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<https://www.esri.com/en-us/cp/maintenance>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup> 380 New York St  
 Redlands, CA 92373-8118  
 Phone: + 190936939363936  
 Fax #: 909-307-3083

# Quotation

**Date:** 12/04/2025

**Quotation Number:** 26323050

**Contract Number:** 00298018.1

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Barbara Walker

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
 P.O. Box 741076  
 Los Angeles, CA 90074-1076

County of Atascosa  
 Rural Addressing Dept  
 1 Courthouse Circle Dr Ste 100  
 Jourdanton TX 78026-3446

**Attn:** Britni Van Curan  
**Email:** acrd@co.atascosa.tx.us  
**Phone:** 830-769-3620  
**Customer Number:** 443226

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
Subject to terms and conditions of State of Texas DIR-CPO-4699				
10	1	195140 ArcGIS Online Professional User Type Annual Subscription (Desktop Migration) Start Date: 03/05/2026 End Date: 03/04/2027 Subscription ID: 2325145222	1,586.81	1,586.81
1010	1	153147 ArcGIS Online Viewer User Type Annual Subscription Start Date: 03/13/2026 End Date: 03/04/2027 Subscription ID: 2325145222	121.20	121.20
2010	1	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 03/05/2026 End Date: 03/04/2027 Subscription ID: 2325145222	689.13	689.13
3010	1	165536	2,166.13	2,166.13

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>  
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936939363936  
Fax #: 909-307-3083

# Quotation

Page 2

**Date:** 12/04/2025

**Quotation Number:** 26323050

**Contract Number:** 00298018.1

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Online Professional (formerly Standard) User Type Annual  
Subscription  
Start Date: 03/05/2026  
End Date: 03/04/2027  
Subscription ID: 2325145222

<b>Item Subtotal</b>	4,563.27
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 4,563.27</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936939363936  
Fax #: 909-307-3083

# Quotation

Page 3

<b>Date:</b> 12/04/2025	<b>Quotation No:</b> 26323050	<b>Customer No:</b> 443226	<b>Contract No:</b> 00298018.1	
Item	Qty	Material#	Unit Price	Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

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**Texas DIR-CPO-4699 Customer Addendum to Purchase Order (the "LOL Addendum")**

Pursuant to Section 12(c) of DIR Contract No. DIR-CPO-4699 (the "DIR Contract"), **Environmental Systems Research Institute, Inc. ("Esri" or "Successful Respondent")** and the **State of Texas, acting by and through the Department of Information Resources ("DIR")** have agreed to authorized exceptions to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract.

WHEREAS, Esri and DIR have agreed Esri and a Customer may include in a Purchase Order a term limiting Esri's liability to Customer for damages in any claim or cause of action arising under or related to such Purchase Order and to limit Esri's liability to Customer for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract, provided such terms may only be valid if stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order; and

WHEREAS, Customer is procuring Esri Offerings or Services from Esri under the DIR Contract as a Customer and the parties wish to further limit Esri's liability to the Purchase Order this LOL Addendum is attached to or referenced therein;

NOW THEREFORE, the parties agree to the following:

1. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
2. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract, except as allowed by subsection 10.12(D) of the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.
3. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included pursuant to Section 10.12(B) of the DIR Contract. CUSTOMER HAS CONSULTED WITH LEGAL COUNSEL AND CAREFULLY CONSIDERED POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR THIS PURCHASE ORDER.
4. The term of this LOL Addendum will commence on the final signature date between the parties below and shall remain in effect until the expiration or termination of the DIR Contract.

[INTENTIONAL BLANK]

The parties may sign this LOL Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This LOL Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this LOL Addendum by signing below:

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

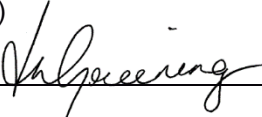
By: \_\_\_\_\_

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

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

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

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)

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

Printed Name: Tamisa Greening \_\_\_\_\_

Title: Director, Contracts and Legal \_\_\_\_\_

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 10.**

**Meeting Date:** 12/31/2025

**Item Title:**

**Submitted For:** Justin Vasquez, I.T. Manager

**Discuss and/or take appropriate action concerning:**

Justin Vasquez: Discuss and/or take appropriate action concerning quote from SHI for Adobe  
I.T: subscription renewals in the amount of \$5,565.37 for FY2026 pending County  
Attorney review and authorizing County Judge to accept.

**ATTACHMENTS**

Quote  
Terms



Pricing Proposal  
 Quotation #: 26988383  
 Created On: 12/19/2025  
 Valid Until: 12/31/2025

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**TX-County of Atascosa Sheriff'S Office**

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**Inside Account Executive**

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**Justin Vasquez**

United States  
 Phone:  
 Fax:  
 Email:

**Alex Jasko**

300 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-652-3061  
 Fax:  
 Email: alex\_jasko@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Acrobat Pro for enterprise, Subscription Adobe - Part#: 30002125CC09A12 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 1/12/2026 – 1/11/2027 <b>Note:</b> Marketplace Agreement# 1005609415	45	\$101.48	\$4,566.60
2 Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription Adobe - Part#: 30002230CC09A12 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 1/12/2026 – 1/11/2027 <b>Note:</b> Marketplace Agreement# 1005609415	1	\$998.77	\$998.77
		Subtotal	\$5,565.37
		Shipping	\$0.00
		<b>Total</b>	<b>\$5,565.37</b>

**Additional Comments**

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**Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.**

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3695478; DUNS# 14-724-3096**

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

## EXHIBIT A

### LARGE GOVERNMENT AGENCIES PROGRAM AGREEMENT

**LARGE GOVERNMENT AGENCIES PROGRAM (“LGA,” or “Program”)** Agreement (“**Agreement**”) sets forth the terms governing your Products in the Program. The Agreement is effective as of the date Member places its first LGA Product order. This Agreement is entered into by and between Adobe and the organization identified in on-line enrollment to become a Member. “**Adobe**” shall mean Adobe Inc., a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704. Member shall license all software, services, and offerings available under the Program (collectively “**Product**”) to be installed and used within the United States (including United States territories and military bases wherever located) or Canada, as applicable, from Adobe. This Agreement is effective when Member’s partner places an order with Adobe under this Agreement.

#### 1. Program Description.

1.1 *General and Program Term.* The LGA Program is a flexible licensing program designed to allow Government Entities to manage and deploy Product licenses purchased through the Program. The LGA Program is a membership program based on an annual product renewal period as further defined in Section 3.4 of this Agreement. LGA is a special Adobe Buying Program just for large Government Entities that initially license at least 100 Products. Member is required to accept these LGA Terms online in order to gain access to the Admin Console. Once the organization accepts these terms and enrolls in a membership through the LGA online user interface, the organization will be a member of the Program (“**Member**”) until the earliest of when (i) Adobe terminates the Program, or (ii) this Agreement is terminated by either Adobe or Member. If Member is already an existing LGA Member, these terms supersede and replace Member’s prior LGA Agreement. This LGA Agreement governs all of Member’s LGA Products.

1.2 *Government Entity.* An LGA Member must be a Government Entity. Government Entity means: (a) a federal, central, or national agency, department, commission, board, office, council, entity, or authority (executive, legislative, or judicial); (b) a municipality, special district, city, county, state or provincial governmental agency, department, commission, board, office, council, entity, or authority, or any other agency in the executive, legislative, or judicial branch of state, provincial or local government that is created by the constitution or a statute of the governing state or province, including the district, regional, and state or provincial administrative offices; (c) a public agency or organization created and/or funded by federal, state, provincial or local governments and authorized to conduct the business of governing or supporting citizens, businesses, or other governmental entities; or (d) Canadian Crown corporations. For the avoidance of doubt, the following entities are not Government Entities: private “for profit” companies, non-profit organizations, trade or industry associations, higher education institutions, and labor unions, even those conducting work on behalf of or with government agencies, unless such entity has a specific letter of authorization from a U.S. Government Entity pursuant to FAR Part 51 or Canadian equivalent authorization. Member represents to Adobe that it is a Government Entity. Adobe reserves the right to terminate LGA memberships if Member is not a Government Entity.

1.3 *VIP Marketplace Program Guide.* Member’s participation is also subject to the terms of the VIP Marketplace Program Guide, which may be updated from time to time and is available at [www.adobe.com/go/vip\\_program\\_guide\\_en](http://www.adobe.com/go/vip_program_guide_en) (“**Program Guide**”). The Program Guide is hereby incorporated into the Agreement by reference. Adobe may change the terms of the Program at its sole discretion. References to Adobe’s VIP program in the Program Guide will include and apply to LGA unless there is a conflict in the LGA Program, in which case LGA terms will control.

1.4 *TOU.* The access and use of the Products is governed by the Adobe General Terms of Use available at <https://www.adobe.com/legal/terms.html> (the “**TOU**”). The TOU is hereby incorporated by reference. In the event of inconsistency between the terms of this Agreement and the terms of the TOU, the terms of this Agreement shall control.

1.5 *LGA Program Products.* LGA is designed to offer Adobe’s enterprise Products to Government Entities. Adobe non-enterprise Products may be available in the Admin Console, however, LGA Members may not order or use such Products. For a complete list of Products available through the LGA Program, Member may contact its Account Manager. All Products purchased through the Program are solely for use within Member’s own organization and all re-sale, sublicensing, and other distribution is prohibited except as set forth in Section 4.1

and/or the Program Guide, if applicable. Most Products are Subscription Products, however, certain offerings may be available for license by purchasing Consumables or Term Licenses, as described in the Offering section of the Program Guide.

## **2. Participation.**

**2.1 Adobe ID and VIP ID.** An Adobe ID will be required by Member's initial administrator in order to enroll in the Program. In the event of inconsistency between the terms of this Agreement and the terms required when signing up for an Adobe ID, such inconsistency will be resolved in favor of this LGA Agreement. Upon completion of the LGA enrollment process, each Agreement will be assigned a VIP ID which must be referenced on all LGA orders. Member is responsible for acts or omissions of anyone who obtains access to and use of the Products through Member. Member must deploy type 2 or type 3 IDs. For more information see [https://www.adobe.com/go/setup\\_identity](https://www.adobe.com/go/setup_identity).

**2.2 Admin Console.** The Program administration user interface is the "Admin Console." The individual initially accepting the online LGA Terms on behalf of Member will be assigned as the Contract Owner and such individual is authorized by Member to accept such terms. The Contract Owner can add system administrator(s) (each an "Administrator"). The Contract Owner and any Administrator will be provided access to the Admin Console where they will have the ability to access the Product, manage their licenses, and view their account information. The Admin Console will allow the Administrator to invite additional users within their organization to gain access to the Admin Console. Member authorizes any Administrator or Contract Owner to act on Member's behalf, including accepting the terms of the Agreement.

**2.3 Confidentiality.** Member shall treat VIP ID as confidential and proprietary information, subject to any freedom of information laws and regulations or other laws requiring the protection of contractor confidential information and thus not share or disclose such information.

## **3. Ordering, Pricing, and Fulfillment.**

**3.1 Ordering; Pricing; LGA Level.** Member shall place Product orders with their Account Manager within seven days after the Purchase Authorization Date, with payment being calculated from the Purchase Authorization Date. Purchase Authorization Date means the date the Purchase Authorization is created, or if no Purchase Authorization is created, then the date of order. Account Manager means either (i) Reseller, if a transaction is through a reseller, or (ii) Adobe representative, if a transaction is direct with Adobe. Adobe cannot guarantee any particular discount, unless Adobe is Member's Account Manager. Member's initial LGA level is based on the number of initial licenses Member purchases. Member's order will fail if Member does not purchase the minimum number of licenses required for Member's LGA level within 15 days after Member's initial order or Anniversary Date. Subsequent year LGA levels will be set as described for Select levels in the VIP Marketplace Program Guide. LGA Members may not participate in the VIP Marketplace three-year commit amendment. A VIP Marketplace three-year commit amendment applies only for the standard Adobe VIP Marketplace Program, and any acceptance of the standard VIP Marketplace three-year commit is void for an LGA customer.

**3.2 Access and Admin Console.** Upon becoming a Member, Member's Administrator will be provided access to the available Products, through the Admin Console. Member will have seven days from the Purchase Authorization Date to place a corresponding order. A Purchase Authorization may be created when Member adds Products through the Admin Console.

**3.3 Over-deployment.** If the number of Products ordered is less than the actual number of Products deployed after the seven-day period referenced in Section 3.2, then Member will no longer be able to deploy additional Products until payment is made for all outstanding deployments. Member may manage the number of Products deployed in the Admin Console.

## **3.4 Agreement Anniversary Date, License Term, and Renewals.**

**3.4.1 Anniversary Date.** The Anniversary Date means the date by which licenses must be renewed. Member's Anniversary Date is the day 12 months after either Adobe accepts Member's initial order or, if earlier, Member's initial Purchase Authorization Date. See Program Guide for additional license term options.

**3.4.2 License Term.** The License Term means the period that a Member may use Products and includes the initial License Term and any renewal License Terms. The initial License Term means the period that begins on Member's first Purchase Authorization Date and ends the day prior to the Anniversary Date. If Member renews, then a renewal License Term will begin on the Anniversary Date and continue until the day prior to the next Anniversary

Date. Use of Products and any related services co-terminates on the last day of the License Term. Most Consumables must be used within a single License Term, and any such unused Consumables will expire on the last day of the License Term. Additional information may be found in the Program Guide.

**3.4.3 License Renewals.** Adobe will use reasonable efforts, including by email, to notify Member, approximately 30 days prior to any License Term end date. Member must renew licenses prior to the Anniversary Date in order to ensure uninterrupted use of Product. Renewal orders may be placed before the Anniversary Date; however, early renewal does not change the Anniversary Date.

**3.5 Upgrade Protection.** Purchase of the subscription Product(s) includes upgrade entitlement, meaning Member will be entitled to receive the latest generally available version of a subscription Product purchased under the Program as long as the Product license is paid and active at the time Adobe makes the new version of the subscription Product commercially available. In contrast, Term Licenses do not include Product updates or upgrades.

**3.6 Returns.** Without limiting any rights that a Member may have under any applicable procurement laws or regulations governing government contracts with Member, once a Product is installed or accessed, Member cannot return it. If Member requests a return prior to installation, Member must return the entire order. Member must request the return of Products purchased under the Agreement through Member's Account Manager. Subject to any applicable warranty rights, return requests must be made to Member's Account Manager within 14 days after Member's original Product order date. Adobe must approve all return requests before any return is valid, as further described in the Program Guide. Also, if Member does not purchase the required number of licenses for Member's LGA level within 15 days after Member's initial order or Anniversary Date, as applicable, then Adobe may return any licenses.

#### **4. Miscellaneous.**

**4.1 Transfer of License.** The TOU does not govern restrictions regarding the transfer of Products licensed under or in connection with this Agreement. In limited circumstances, Adobe may permit the transfer of Product licenses under this Agreement in its sole and exclusive discretion. Such requests should be directed to Adobe Customer Service including a description of the reason for the proposed transfer and the contact information of the transferee. Additional information may be found in the Program Guide. For clarity, all offerings are licensed, not sold.

**4.2 License Compliance.** Member must maintain systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Products that have been installed and/or deployed and retain records of Product installation and/or deployment for two years after the termination of the Agreement. Adobe and/or its representatives may conduct an audit of Member's Product installation/deployment not more than once per year on 30 days written notice, subject to facility access requirements as set forth by Member. Such audit will require Member to provide an unedited, accurate report of all Products installed/deployed and accessed by Member and all valid purchase documentation for all Products within 30 days after request. If the audit findings demonstrate non-conformity with the Product licenses, Member shall either purchase the necessary licenses within 30 days after being so notified or immediately discontinue usage and compensate Adobe for fair usage of such licenses in accordance with applicable government contract law and regulation. This Section 4.2 shall survive termination of the Agreement for a period of two years.

**4.3 Use of Information.** Adobe may use information about Member, including name and contact information, for fulfilling obligations under the Agreement, as set out in the TOU. For more information, please see the Adobe Privacy Center ([adobe.com/privacy](https://adobe.com/privacy)).

**4.4 Standing.** The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. If Member is an entity of the United States Federal Government, Member agrees that Adobe shall have standing and the right to assert any breach of contract claim arising out of this Agreement under the Contracts Disputes Act of 1978 ("Disputes Act").

**4.5 General.** The parties are independent contracting entities, and this Agreement will not be construed to imply that either party is the agent or venturer of the other. Subject to applicable law and regulation, Member may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Adobe and any

prohibited assignment is null and void. Subject to applicable law and regulation, Adobe may assign or novate this Agreement. This Agreement will be binding upon and will inure to the benefit of any permitted successors or assignees. No modification will be valid or binding unless in writing. This Agreement (including the Program Guide, applicable TOUs, and any on-line enrollment information, if applicable) represents the entire agreement between the parties on the subject matter of this Agreement. If any provision of this Agreement is held unenforceable, the remainder of the Agreement will continue in full force and effect. This Agreement is prepared and is executed in the English language only. The English language version shall be controlling in all respects, and any version of this Agreement in any other language shall not be binding and shall have no effect. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version of this Agreement and any other translated version of this Agreement, the English language version and interpretation shall prevail. All communications or notices to be made or given pursuant to this Agreement and any disputes arising under this Agreement shall be conducted or resolved in the English language.

4.6 *Services.* The Product may integrate with a variety of services, operated either by Adobe or by third parties, which may contain user-generated content that may be (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated services is available here: [www.adobe.com/go/integratedservices](http://www.adobe.com/go/integratedservices). If Member wants to prevent viewing of or access to user-generated content services it may (i) disable service access in the Creative Cloud Packager, where that functionality is made available, or (ii) block access to the services via its network firewall. Services are not, under any circumstances, available to users under the age of 13. Adobe disclaims liability for all user-generated content available via the services. Member is responsible for determining whether use of the services complies with applicable laws in Member's jurisdiction. Member is not entitled to a refund and Adobe is not liable (i) if access to the Products is slowed or blocked as a result of government or service provider action, or (ii) if Adobe reasonably deems it necessary to block access to some or all of the services.

## **5. Additional Terms for LGA**

5.1 For United States Federal Government Members, it is understood that any orders are subject to FAR 52.232-18 (Availability of Funds) and FAR 52.232-19 (Availability of Funds for the Next Fiscal Year) and therefore United States Federal Government Members shall not deploy any Product unless funds are available to pay for such orders. To the extent any state or local government entity is subject to similar requirements, such entities shall not deploy any Product unless funds are available to pay for such orders.

5.2 Termination. This Agreement may be terminated by a United States federal government Member pursuant to the applicable procedures under FAR part 49 and applicable procedures under FAR 52.212-4, FAR 52.249-1 (Termination for Convenience of the Government). This Agreement may be terminated for convenience by a Canadian federal government Member only to the extent such right is required by law. If the Member materially breaches one of the following: (a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the software, (b) unbundles the constituent component parts of the software, or (c) provides use of the software in a computer service business, third party outsourcing facility or service, service bureau arrangement, or time sharing basis, the relevant law and regulations regarding government breach shall apply and Adobe may immediately terminate this Agreement, upon written notice. If this Agreement terminates, then Member's organization shall immediately cease use of the Products, delete the Products from all computer systems and IT equipment on which it resides, and return to Member's Account Manager any media containing the Products as well as any related materials. By written notice, Adobe may terminate this Agreement effective on Member's next Anniversary Date.

5.3 Federal Government Members. Notice to U.S. Federal Government End Users (Commercial Products and Services): The Products provided under this Agreement are "Commercial Product(s) or Commercial Service(s)" as those terms are defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government End Users (a) only as Commercial Products and Services and (b) with only those rights as are granted to all other end

users pursuant to the terms and conditions of this Agreement and the TOUs. Unpublished rights are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

5.4 LGA TOU amendments. The following clauses in the TOU are revised as follows:

5.4.1 TOU Section 1.1— For US and Canadian Federal Government Entity Members, this Agreement is governed by the laws of the United States and Canada, respectively. For US and Canadian state, provincial and local Government Entity Members, this Agreement is governed by the laws of the state or province in which your Government Entity is domiciled, except concerning conflicts of laws.

5.4.2 TOU Section 1.3 - For New York State and Local Government Entity Members purchasing under the New York Office of General Services Information Technology Umbrella Contract, which can be found at <https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>, the language contained in Section 1.3 TOU of this Agreement is deleted and replaced with the following: “Any orders for Adobe Products and Services issued through the VIP Program for Large Government Agencies pursuant to the State of New York Office of General Services Information Technology Umbrella Contract Manufacturer based Agreement, Group 73600 – Award 22802, Adobe Agreement Number 00912334 (“IT Umbrella Contract”) will be governed by the terms of the IT Umbrella Contract and the terms of the IT Umbrella Contract will control in the event of a conflict with Adobe’s Terms of Use, which are available at <https://www.adobe.com/legal/terms.html>, except as set forth in the IT Umbrella Contract Variances Exhibit to this Agreement, which can be found at [https://www.adobe.com/content/dam/cc/en/legal/servicetou/Exhibit-AdobeVariancesforNewYork\\_OGSContract\\_20240425.pdf](https://www.adobe.com/content/dam/cc/en/legal/servicetou/Exhibit-AdobeVariancesforNewYork_OGSContract_20240425.pdf).”

5.4.3 TOU Section 8.2 (Indemnification) shall begin with “To the extent permitted by applicable law,”

5.4.4 TOU Section 14.1 (Notice of Claim and Required Information Dispute Resolution Process)—the third sentence regarding arbitration is deleted.

5.4.5 TOU Section 14.3 (Arbitration Rules) is deleted.

5.5 Adobe is not entering into a direct purchasing relationship with Member for the Products. Reseller is solely responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Reseller).

5.6 Adobe will provide support services for the Products as described at [http://www.adobe.com/go/supportpolicies\\_terms](http://www.adobe.com/go/supportpolicies_terms).

5.7 By placing an order with Reseller for Products through LGA, Customer will be deemed to have accepted the terms of this LGA Agreement.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 11.**

**Meeting Date:** 12/31/2025

**Item Title:**

**Submitted For:**

**Discuss and/or take appropriate action concerning:**

Molly Solis: Discuss and/or take appropriate action to approve the renewal and amendment  
County Attorney: of the independent contractor agreement for Jail Medical Director and EMS  
Jake Guerra: Medical Director services with Dr. Michael Kurz.  
County Sheriff:  
Courtney Grier:  
EMS Director:

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 12.**

**Meeting Date:** 12/31/2025  
**Item Title:** Mental Health Court Budget  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

Tracy Barrera: Discuss and/or take appropriate action concerning the review,  
Auditor: acceptance, and certification of the following Grant awarded:  
FY 2025-26 81st Judicial District Mental Health Court Grant in the amount of  
\$307,346.08, for the first ever Atascosa County Mental Court. (New Grant to  
Atascosa County -- Zero Match). The following supplements are included in this  
grant:  
Norma Cillanueva \$329.86 per pay period  
Valerie Campos \$25.60 per hour  
Andres Flores \$25.60 per hour  
Lara Tristan \$25.60 per hour  
Brittany Ibarra \$25.60 per hour  
Keera Ortiz \$25.60 per hour

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 13.**

**Meeting Date:** 12/31/2025  
**Item Title:** Bids  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

Tracy Barrera;  
Auditor: Discuss and/or take appropriate action concerning the review, acceptance and selection of the following bids that were submitted by the deadline or direct the County Auditor to re-advertise:  
2026 Fuel, gas and diesel, Bids (89 octane unleaded gasoline; #2 low sulfur fuel)  
2026 Hauling of Road Materials Bids  
2026 Road Material Bids (Pit run base, grade 3 & 4 coated, recycled asphalt, crushed limestone 1½ to dust, 1¾ crushed limestone, topping rock#3, topping rock#4, topping rock#5, cold mix asphalt type D, trap rock#3, trap rock#4, trap rock#5, reclaimed millings)

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 14.**

**Meeting Date:** 12/31/2025  
**Item Title:** 2025 Budget Adjustments  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

Tracy Barrera: Discuss and/or take appropriate action to approve the attached 2025 budget  
Auditor: adjustments.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 15.**

**Meeting Date:** 12/31/2025  
**Item Title:** FI Budget Approval  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

Tracy Barrera: Discuss and/or take appropriate action to accept the budget converted to the FI  
Auditor: software system. The amount for budget items will not change from the approved 2026 budget, but might be combined into line items that are similar.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 16.**

**Meeting Date:** 12/31/2025

**Item Title:**

**Submitted For:**

**Discuss and/or take appropriate action concerning:**

Judge Cude: Discuss and/or take appropriate action regarding the close out process for expansion projects at the Atascosa County Tax Office and Atascosa County Sheriff's Office.