

RESOLUTION NO. [REDACTED]

A RESOLUTION OF THE WEBB COUNTY, TEXAS COMMISSIONERS COURT RATIFYING CERTAIN ADDITIONAL ARCHITECTURAL SERVICES PERFORMED BY REDLINE ARCHITECTURE, LLC REGARDING AN AGREEMENT FOR ARCHITECTURE SERVICES IN CONNECTION WITH THE WEBB COUNTY SOUTHERN PUBLIC HEALTH FACILITY PROJECT, AND ESTABLISHING COMPENSATION FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES AND ADDITIONAL SITE VISITS PERFORMED BY REDLINE ARCHITECTURE BETWEEN DECEMBER 1, 2025 THROUGH JANUARY 11, 2026.

WHEREAS, the Webb County Commissioners Court (the "Court") and Redline Architecture, LLC (the "Architect") entered into an Architectural Services Agreement (the "Agreement") on February 3, 2023, for services related to the Webb County Southern Public Health Facility Project (the "Project"); and

WHEREAS, on July 28, 2025, the Court subsequently approved an amendment ("Amendment No. 1") to the Agreement to provide for additional architectural services which included: (1) design services to add approximately six hundred square feet (600 sf) of additional space to the Building; (2) modifications to the Building to accommodate Ruth B Cowl Rehabilitation; and (3) Building extras (Bus Canopy, Benches, and HV A UV Lighting); and

WHEREAS, on January 12, 2026, the Court approved Amendment No. 2 to the Agreement to provide for construction administration services and additional site visits beginning January 12, 2026 – March 31, 2026; and

WHEREAS, the original Agreement included a stipulated sum expressly required prior written approval by the Court for any additional services beyond those expressly authorized in the Agreement; and

WHEREAS, during the course of the Project, contractor delays, weather impacts, material procurement issues related to extended brick delays, and extended scope changes required the Architect to perform essential additional construction administration services and additional site visits to protect Webb County's interests for the Project;

WHEREAS, the Architect performed essential construction administration services and additional site visits commencing on December 1, 2024, through January 11, 2026, to ensure the proper execution of the Project and successful completion of the Project, which services were known to and monitored by County Administration; and

WHEREAS, Section 11.3 of the Agreement requires the Architect to obtain a written and executed amendment prior to commencing any Additional Services; and

WHEREAS, formal approval by the Court for the additional construction administration services and additional site visits were not obtained prior to such services being performed by the Architect; and

WHEREAS, the Court now finds that the additional construction administration services and additional site visits performed by the Architect were necessary to support completion of the Project, were actually received by Webb County and such services provided a direct public benefit by ensuring proper oversight and administration of the Project; and

WHEREAS, the Court further finds that it possessed the legal authority at all relevant times to approve and contract for the additional construction administration services and additional site visits at issue;

WHEREAS, Texas law recognizes that a governing body may ratify actions that it had authority to approve in the first instance and that upon ratification such actions are given the same force and effect as if originally authorized; and

WHEREAS, the Court desires to ratify, but not excuse the performance of the Architect's unauthorized services in order to permit the lawful payment for the value of the services actually received, while reaffirming its requirements for advance approval of future additional services consistent with the terms of the Agreement.

WHEREAS, the proposed compensation of **Thousand Dollars ()** for all additional construction administration services and additional site visits performed from December 2024 – January 11, 2026 is determined to be consistent with rates agreed upon in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE WEBB COUNTY COMMISSIONERS COURT:

SECTION 1. RATIFICATION. The Court hereby ratifies and confirms the Construction Administration services and additional site visits performed by Redline Architecture, LLC beginning on December 1, 2024, through January 11, 2026, as described in **Exhibit A**, which is attached to this Resolution and which includes documentation presented to the Court.

SECTION 2: FINDINGS. The Court expressly finds that the ratified services: (i) served a legitimate public service; (ii) such construction administration services and additional site visits were necessary and beneficial to the public welfare and completion of the Project; (iii) Webb County received actual and measurable benefits from the ratified services; (iv) payment for the ratified services constitutes adequate compensation and does not represent a give or grant of public funds; and (v) upon ratification, payment for such services does not constitute "extra compensation" in violation of Article III, Section 53 of the Texas Constitution.

SECTION 3. AUTHORIZATION OF COMPENSATION. The Court hereby authorizes and approves payment to Redline Architecture, LLC in the amount of \$, consistent with the review and verification by the Economic Development of Webb County that such compensation is reasonable and in compliance with applicable budgetary requirements and terms of the original Agreement.

SECTION 4. NO WAIVER OR PRECEDENT. This Resolution does not waive the requirement for prior Court approval of a written amendment prior to the performance of additional services by the Architect. Nor shall this Resolution be construed as approval of any unauthorized services in the future. This Resolution is limited solely to the services expressly ratified herein.

SECTION 5. SEPARATE AND DISTINCT FROM AMENDMENT NO. 2. This Resolution is separate and distinct from Amendment No. 2 to the Agreement which addresses prospective construction administration services and additional site visits beginning January 12, 2026 – March 31, 2026; nothing herein shall be construed to modify Amendment No. 2.

SECTION 6. NO OTHER CHANGES. Except as expressly stated herein, all terms and conditions of the Agreement, as previously amended remain unchanged.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its approval and adoption.

APPROVED AND ADOPTED by the Webb County Commissioners Court this day of January, 2026, by the Webb County Commissioners Court.

SIGNED BY:

Tano E. Tijerina
Webb County Judge

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk