RECEIVED
4:13 O'clock P M
OCT 20 2026
Lila Deakle, Co. Clerk
PARKER COUNTY, TEXAS
By _____ Deputy

PARKER COUNTY
COMMISSIONERS COURT AGENDA

Commissioners Courtroom
Parker County Courthouse
One Courthouse Square
Weatherford, Texas 76086

MONDAY, OCTOBER 26, 2026 - 9:00 AM

TO CONSIDER, DISCUSS AND/OR ACT UPON THE FOLLOWING AGENDA ITEMS:

1. **QUORUM CHECK**

2. **INVOCATION**

3. **U.S. PLEDGE & TEXAS PLEDGE:** Judge Pro Tem, Commissioner George Conley

4. **CONSENT:** (Member of court may ask for discussion on any item listed)

A. AUDITOR:

1. Certification of revenues.
2. Line item budget adjustments.
3. Payment of routine bills.
4. Audit Reports.

B. TREASURER:

1. Report from County Treasurer on balances of all funds "1 thru 999".
2. Accept or release pledged securities.
3. Approval of payroll, payments for insurance, retirement.
4. Monthly Investment Report.

C. COUNTY JUDGE:

1. Acceptance of Minutes.

2. Monthly Reports.

3. Personnel Changes.

D. PURCHASING:

1. Interdepartmental transfers of equipment and inventory reports.

2. Authorization to Advertise
RFP PC27-07 District, CCL and Commissioner Court Audio/Visual System Upgrades. (Kim Rivas / Judge Deen)

3. BUY PC27-08 Crack Seal Machine for Pct. 3. (Kim Rivas / Commissioner Walden)

4. BUY PC27-09 2026 Chevrolet Silverado 2500 HD 4WD with Knapheide Body. (Kim Rivas / Commissioner Holt)

5. BUY PC27-10 2026 Chevrolet 3500 HD 4WD CC with Knapheide Body. (Kim Rivas / Commissioner Holt)

6. Approve Jackrabbit Payment Processing Solution agreement. (Kim Rivas / Judge Deen)

7. Approve Motorola Service Agreement USC000005801. (Kim Rivas / Judge Deen)

8. Approve Jim Wright Building professional services agreement reassignment from Komatsu Architecture to Parkhill Smith Cooper. (Kim Rivas / Judge Deen)

9. Approve Parkhill Smith Cooper AIA - B101 professional services agreement for the Jim Wright Building. (Kim Rivas / Judge Deen)

10. Approve PowerSmith Generator Maintenance Agreement. (Kim Rivas / Judge Deen)

11. BUY PC27-11 Ballistic Door Panels. (Kim Rivas / Judge Deen)

5. UPDATE ON TRANSPORTATION PROJECTS:

A. Discuss/Take action on the Shadle Road project engineering services. (Morgan McIlwain / Commissioner Holt)

B. Discuss/Take action on the Carter Road project engineering and construction phase services. (Morgan McIlwain / Commissioner Holt)

C. Discuss/Take action on the Church Road project engineering services. (Morgan McIlwain / Commissioner Conley)

D. Discuss/Take action on FM 113 project construction phase services. (Morgan McIlwain / Commissioner Walden)

6. APPROVAL:

A. Discuss/Take action on current Parker County burn ban. (Frank Watson / Judge Deen)

B. Consider/Approve Pryme Infil software trial for the Parker County SWAT team. (Mark Arnett / Judge Deen)

C. Discuss/Approve/Sign Resolution #26-44 for the 2027 Texas Indigent Defense Grant Program. (Bianca Lord / Judge Deen)

D. Authorization to move funds from program contingency in the amount of $5,650.00 to repair damage from a lightning strike at Smith tower. (James Caywood / Judge Deen)

E. Authorization to move funds from program contingency in the amount of $132,798.00 for the Wave PTX SLI. (James Caywood / Judge Deen)

F. Discuss/Approve Contract for Care of Certain County Cemeteries Older than 50 years. (John Forrest / Judge Deen)

7. ACCEPT INTO THE MINUTES:

A. Executed Automatic Bank Draft Authorization BYRD INVESTMENT GROUP LLC for Auto Registration transactions. (Jenny Gentry / Judge Deen)

B. Executed Automatic Bank Draft Authorization ABC AUTO PARTS for Auto Registration transactions. (Jenny Gentry / Judge Deen)

C. Executed Settlement Agreement and Release Agreement regarding the Johnson Bend and Green Acres project. (John Forrest / Judge Deen)

D. Parker County Resolution 26-33. (John Forrest / Judge Deen)

E. Commissioners Court Order 26-35. (John Forrest / Judge Deen)

F. Commissioners Court Order 26-43. (John Forrest / Judge Deen)

G. Parker County Resolution 26-28. (John Forrest / Judge Deen)

H. Executed Amendment Lexis for the County Attorney's Office. (John Forrest / Judge Deen)

I. Executed Lexis Create Products Addendum for County Attorney's Office. (John Forrest / Judge Deen)

8. EXECUTIVE SESSION: In accordance with Sections 551.071, 551.072, and 551.076 of the Texas Government Code, the Parker County Commissioners Court will meet in **CLOSED SESSION** to discuss to wit: Consultation with Attorney; Real Estate; Security. At the conclusion of the **Closed Session** the Commissioners Court will reconvene in **OPEN SESSION** to make any decisions or take any action considered appropriate regarding said matters discussed in **Closed Session**. (John Forrest / Judge Deen)

A. An executive/closed session meeting will be held pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorneys) for the Commissioners Court to consult with and seek advice from its attorneys regarding: (a) the active land development regulations of Parker County; (b) land development regulation options available

to Texas counties; and (c) any other matter described in this meeting agenda. (Commissioner Holt)

B. Discuss/Take action regarding property located at 4801 Kelly Rd, Aledo, TX, known as Parcel 3. (Commissioner Hale)

C. Discuss/Take action regarding property located at 4821 Kelly Rd, Aledo, TX, known as Parcel 4/5. (Commissioner Hale)

D. Update/Discuss Parker County Justice Center and Jail and take any action the court deems necessary. (Commissioner Hale)

E. Discuss/Take action regarding allocation and improvements of county real estate. (Commissioner Hale)

F. Discuss/Take action regarding County Website security upgrade and expansion. (Commissioner Hale)

9. PLATS:

A. PRECINCT 1

1. Extend the construction bond in the form of a Letter of Credit for a subdivision known as Waterstone Estates and take any other action the court deems necessary. (Commissioner Conley)

2. Discuss/Approve the addition of a traffic sign on Newsome Mound Road. (Commissioner Conley) **PUBLIC HEARING**

3. Approve the final plat for a revision of a subdivision known as Kutch Heights 2nd Filing, Lots 14-R1, and 14-R3, consisting of five point zero three five (5.035) acres located off Little Cat Track Road, by Denny & Dorothy Mott, and David & Janice Mott, with well water in Precinct One. (Commissioner Conley) **PUBLIC HEARING**

4. Approve the waiver for the driveway distance for a subdivision known as Circle R&T, Lot 1, Block 1, consisting of sixteen point five five six five (16.5565) acres located off North Lake Drive, with well water in Precinct One. (Commissioner Conley)

B. PRECINCT 2

1. Approve/Authorize the County Judge to sign the Release of Road Assessment Lien for Lot 24 of Oak Tree Ranch Estates and take any other action the Court deems necessary. (Commissioner Holt)

2. Approve the waiver for the driveway distances for a subdivision to be known as Perkins Place, Lots 1 - 5, consisting of ten point five zero (10.50) acres located off Advance Road and Perkins Road, in Precinct Two. (Commissioner Holt)

3. Approve the waiver for the groundwater study for a subdivision to be known as Perkins Place, Lots 1 - 5, consisting of ten point five zero (10.50) acres located off Advance Road and Perkins Road, in Precinct Two. (Commissioner Holt)

4. Approve the final plat for a subdivision to be known as Perkins Place, Lots 1 - 5, consisting of ten point five zero (10.50) acres located off Advance Road and Perkins Road, by New Port, LLC, with well water in Precinct Two. (Commissioner Holt)

5. Accept the Special Warranty Deed for Right-of-Way off Advance Road and Perkins Road for a subdivision to be known as Perkins Place, Lots 1 - 5, consisting of ten point five zero (10.50) acres located off Advance Road and Perkins Road, in Precinct Two. (Commissioner Holt)

6. Approve the waiver for the groundwater study for a subdivision to be known as Shea Estates, Lots 1 - 3, consisting of seventeen point five one seven (17.517) acres located off Loggins Trail, in Precinct Two. (Commissioner Holt)

C. PRECINCT 3

1. Discuss/Approve interlocal agreement with Hood County regarding replatting of Homestead Acres in Precinct 3. (Commissioner Walden)

2. Approve the final plat for a revision of a subdivision known as Weatherford Mini-Ranch Estates, Tract 27R and Tract 28R, consisting of twenty-two point four zero nine (22.409) acres located off Mini-Ranch Drive, by the Randy W. Cameron and Karan L. Cameron Revocable Trust with well water in Precinct Three. (Commissioner Walden) **PUBLIC HEARING**

3. Approve the final plat for a subdivision to be known as Diamond Crest, Lots 1 - 3, consisting of fourteen point five seven nine (14.579) acres located off Old Brock Road, by Diamond JBJ, LLC, with well water in Precinct Three. (Commissioner Walden)

4. Accept the Special Warranty Deed for Right-of-Way located off Old Brock Road for a subdivision to be known as Diamond Crest, Lots 1 - 3, consisting of fourteen point five seven nine (14.579) acres in Precinct Three. (Commissioner Walden)

5. Approve the final plat for a revision of a subdivision known as Doss Road Place, Lots 1A-R and 1B-R consisting of six point four seven seven (6.477) acres located off Doss Road, by Allen and Peggy Bach with well water in Precinct Three. (Commissioner Walden) **PUBLIC HEARING**

D. PRECINCT 4

1. Approve the final amended plat for of a subdivision known as Bluejack Ranch Phase II, Lots G35-G51 and RC1-RC11, Reserves A-H, consisting of fifty-nine point zero three four six (59.0346) acres located off Lantern Avenue, by Aledo Ranch Development Co. LLC, with Cresson Crossroads MUD No. 2 water in Precinct Four. (Commissioner Hale)

10. ADJOURNMENT

NOTE: Commissioners Court may choose to convene into Executive Session items out of agenda sequence depending upon availability of counsel.

AGENDA ITEM NO. 1.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Auditor
ITEM TYPE:	Consent â€“ Auditor
AGENDA SECTION:	AUDITOR:
SUBJECT:	Certification of revenues.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Auditor
ITEM TYPE:	Consent â€“ Auditor
AGENDA SECTION:	AUDITOR:
SUBJECT:	Line item budget adjustments.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 3.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Auditor
ITEM TYPE:	Consent â€“ Auditor
AGENDA SECTION:	AUDITOR:
SUBJECT:	Payment of routine bills.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 4.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Auditor
ITEM TYPE:	Consent â€“ Auditor
AGENDA SECTION:	AUDITOR:
SUBJECT:	Audit Reports.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 1.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Treasurer/Human Resources
ITEM TYPE:	Consent â€“ Treasurer
AGENDA SECTION:	TREASURER:
SUBJECT:	Report from County Treasurer on balances of all funds "1 thru 999".
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Treasurer/Human Resources
ITEM TYPE:	Consent â€“ Treasurer
AGENDA SECTION:	TREASURER:
SUBJECT:	Accept or release pledged securities.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 3.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Treasurer/Human Resources
ITEM TYPE:	Consent â€“ Treasurer
AGENDA SECTION:	TREASURER:
SUBJECT:	Approval of payroll, payments for insurance, retirement.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 4.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Treasurer/Human Resources
ITEM TYPE:	Consent â€“ Treasurer
AGENDA SECTION:	TREASURER:
SUBJECT:	Monthly Investment Report.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 1.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, County Judge
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	COUNTY JUDGE:
SUBJECT:	Acceptance of Minutes.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, County Judge
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	COUNTY JUDGE:
SUBJECT:	Monthly Reports.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 3.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, County Judge
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	COUNTY JUDGE:
SUBJECT:	Personnel Changes.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 1.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	Interdepartmental transfers of equipment and inventory reports.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	Authorization to Advertise RFP PC27-07 District, CCL and Commissioner Court Audio/Visual System Upgrades. (Kim Rivas / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
RFP PC27-07 Auth to Adv. AV system upgrades.pdf

Parker County Purchasing

Kim Rivas, CPPB
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2026

To: Officers of the Commissioner's Court

Subject: Authorization to advertise

- **RFP PC27-07 District, CCL and Commissioner Court Audio/Visual System Upgrades;** Anticipated advertising dates: 10/31/2026 & 11/7/2026; anticipated opening: 12/4/2026; Anticipated Award Date: 12/21/2026.

AGENDA ITEM NO. 3.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	BUY PC27-08 Crack Seal Machine for Pct. 3. (Kim Rivas / Commissioner Walden)

SUGGESTED ACTION:

ATTACHMENTS:
BUY PC27-08 Cimline 30 Gal Crack Seal Machine Pct. 3 summary.pdf

Parker County Purchasing
Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 26, 2026

To: Officers of the Commissioner's Court

Subject: **BUY PC27-08 Crack Seal Machine for Pct. 3**

The Purchasing Agent requests approval for the purchase of **BUY PC27-08 Cimline M2 230 Gallon Crack Seal Machine for Pct. 3** through the Buyboard Coop Contract #788-25 from R.B. Everett. (Kim Rivas / Judge Deen).

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD 788-25

End User: PARKER COUNTY PCT 3 — R.B. Everett & Co. Rep: Donny Hill

Contact: Commissioner Larry Walden — Date: 10/06/26

Product Description: Cimline M2 - 230 Gal Crack Sealer HEATED WAND — A. Base Price: $ $ 91,470.00

B. Published Options [Itemize Each Below]

Options	Bid Price	Options	Bid Price
pintle hitch			
engine cover	$3,280.00		
single strobe light	$1,140.00		
spare tire with mount	$910.00		
10lb fire extinguisher	$ 720.00		
slow moving vehicle sign	$ 340.00		

Total of B. Published Options: $ 6,390.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment **Discount:** 10% ($9,786.00)

E. Freight Charges: $2,100.00

F. Total of A + B + C + D + E = F $ 90,174.00

G. Quantity Ordered 1 **x F =** $ 90,174.00

H. Non-Equipment Charges & Credits PDI $1,625.00

I. TOTAL PURCHASE PRICE $ 91,799.00

AGENDA ITEM NO. 4.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	BUY PC27-09 2026 Chevrolet Silverado 2500 HD 4WD with Knapheide Body. (Kim Rivas / Commissioner Holt)

SUGGESTED ACTION:

ATTACHMENTS:
BUY PC27-09 '26 Chev 2500 HD 4wd CC Knapheide Bed for Pct. 2.pdf

Parker County Purchasing
Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 26, 2026

To: Officers of the Commissioner's Court

Subject: **BUY PC27-09 2026 Chevrolet Silverado 2500 HD 4WD CC with Knapheide Bed for Pct. 2**

The Purchasing Agent requests approval for the purchase of **BUY PC27-09 2026 Chevrolet Silverado 2500 HD 4WD CC with Knapheide Bed for Pct. 2** through the Buyboard Coop Contract #724-23 from Caldwell Chevrolet. (Kim Rivas / Judge Deen).

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

End User:	PARKER COUNTY	**Caldwell Rep:**	Willie Wallenberg
Contact:	MD ROWNEY	**Phone:**	254-935-8845
Phone/Email:	md.rowney@parkercountytx.com / 8173005729	**Date:**	10/16/2026
Product Desc.:	2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT	**Email:**	wwallenberg@usaautomotivepartners.com

A. Bid Series:	15 CHEVROLET 2500HD PICKUP	**A. Base Price:**	$61,445.00

B. Published Options [Itemize each below]

Quote Number: QUO-07408-H3X6L2 Rev 1

Code	**Model Vehicle**	
CK20743	2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT	
Code	**Options**	**Bid Price**
1LT	LT Preferred Equipment Group	$0.00
FE9	Emissions, Federal requirements	$0.00
GAZ	Summit White	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
JGD	GVWR, 10,450 lbs. (4740 kg)	$0.00
L8T	Engine, 6.6L V8	$0.00
RIA	LPO, All-weather floor liners	$0.00
MKM	Transmission, 10-Speed automatic	$0.00
NZZ	Skid Plates	$0.00
PYQ	Wheels, 17" (43.2 cm) machined aluminum	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
NQH	Transfer case, two-speed active	$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	$0.00
9L7	Upfitter switch kit, (5)	$0.00
H0U	Jet Black, Cloth seat trim	$0.00
IOK	Audio system, Chevrolet Infotainment 3 Premium system	$0.00
VK3	License plate kit, front	$0.00
Total of B. Published Options		$0.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	**Bid Price**
ADD ON OPTION 2 KNAPHEIDE- Spray Line 8' Pickup Bed Includes Under Rail and Tailgate	$899.54
All weather floor mats that cover the entire cab in area and lock together-265 for mats (including front and rear), 1-2days out per Austin	$265.00
DELIVERY FEE - DASH	$900.00
Running boards rectangular nerf style	$850.00
Total of C. Unpublished Options	$2,914.54

D. Registration & Title Paperwork:	$0.00
E. Upfitter/Quote Number: KNAPHEIDE QUOTE: QU-61 1153011-2	$3,633.73
F. Delivery ETA: 90-120 DAYS PLUS UPFIT	

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

G. Floor Plan Interest (for in-stock and/or equipped vehicles):	$0.00
H. Lot Insurance (for in-stock and/or equipped vehicles):	$0.00
I. Contract Price Adjustment:	$0.00
J. Additional Delivery Charge (miles):	$0.00
K. Subtotal:	$67,993.27
L. Quantity Ordered 1 **x K =**	$67,993.27
M. Trade in:	$0.00
N. Coop Fee per purchase order:	$400.00
O. Total purchase price with Co-Op Fee:	$68,393.27

IMPORTANT NOTES

- **We sincerely appreciate your business. To ensure prompt processing, please submit all purchase orders to fleetcentral@usaautomotivepartners.com.**
- **Order acceptance will be confirmed once vehicle availability has been verified or the manufacturer has accepted the factory order.**
- **Estimated lead times are provided based on current information and may be adjusted due to manufacturer or supply conditions.**

KNAPHEIDE
SINCE 1848

Seller: Knapheide Truck Equipment Center Dallas
PO BOX 2280
RED OAK, TX 75154-1574
1 (972) 617-3770
www.knapheide.com

QUOTE: QU-61-1153011-2

Quote Expiration: 11/05/2026

Contact(s): **Ricky Sanchez (Outside Sales)**
rsanchez25@knapheide.com
7862347425

Chandler Hausburg (Analyst)
chausbur97@knapheide.com

Customer: Caldwell Country Chevrolet

ID: 223236
Address: 800 STATE HIGHWAY 21 E
CALDWELL, TX 77836-4512

Phone:
Contact: Willie Wallenberg
Contact Phone: 2549358845
Email: wwallenberg@usaautomotivepartners.com

Terms: NET 30 DAYS
Bid Spec:

Quote Information:

Customer Request Date: 10/09/2026
Quote Completed Date: 10/12/2026
Date: 10/12/2026 08:14 AM CDT
# of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Destination
Ship Via: Delivered
Ship To: 3033 FM 1885
WEATHERFORD, TX 76088-1815

Description: Emergency lighting on a Chevy 2500 Crew Cab Truck

Seq.	Description	Item	Quantity	Total
1	Install Ranch Hand Grille Guard	PACKAGE	1.00	
2	Install Black Headache Rack	PACKAGE	1.00	
3	(4) Corner Amber/Blue Strobes (Reference Pictures for Placement)	PACKAGE	1.00	
4	(2) Strobes Mounted in Bumper Step at Rear (Reference Pictures for Placement)	PACKAGE	1.00	
5	16" Amber Light Bar with Clear Lens Mounted on Headache Rack	PACKAGE	1.00	
6	Provide Non-Certified Weight Ticket, Stow in Glove Box	35139345	1.00	
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			**Subtotal:**	**$3,633.73**
			Total:	**$3,633.73**

The following option(s) may be added:

	Description	Item	Yes / No	Total
OPT 1	PDI, Chassis at Local Dealership Includes Transportation to and from Dealer	35139036	Yes / No	275.00
OPT 2	Spray Line 8' Pickup Bed Includes Under Rail and Tailgate	35139229	Yes / No	899.54

Customer PO

Total Price

Additional Notes: Install on 2026-2027 Chevrolet Silverado 2500, Crew Cab, Pickup.

- Ranch Hand Grille Guard
- Black Headache Rack
- (4) Corner Amber/Blue Strobes (Reference Pictures for Placement)
- (2) Strobes Mounted in Bumper Step at Rear (Reference Pictures for Placement)
- 16" Amber Light Bar with Clear Lens Mounted on Headache Rack
- QC & Weight

Options:

- PDI Chassis
- Spray Line Pickup Bed

***Credit Card Policy:** Knapheide accepts MasterCard, American Express, Visa and Discover cards for payment. Invoices greater than or equal to $10,000 will include a 3% handling fee when paid by credit card beginning May 4, 2026.

Liability for product on Knapheide property with terms Customer Pickup: Product must be picked up once notified of product available for customer pickup. Customer shall assume all responsibility for the product, including but not limited to damage due to Acts of God or vandalism at the point of notification of product available for Customer pickup. Knapheide reserves the right to assess a storage fee of $25/day for each day goods remain on Knapheide property beyond (14) days of notification of product available for Customer pickup.

Cancellation Policy: All cancellation requests must be made in writing. Upon any request for cancellation, any costs incurred by Knapheide during the fulfillment of Orders placed pursuant to this Quote shall be paid at 100%. Payments for cancellation are due in full at time of cancellation and/or upon cancellation of installation. Quoted prices are only guaranteed for orders placed as of the date specified on the Quote unless otherwise stated herein.

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all past due invoices.

Pricing Policy: All prices reflect the latest price in U.S. Dollars. Any order placed pursuant to this Quote shall be subject to these Terms and Conditions contained herein. These Conditions shall serve to exclude all other terms or conditions of purchase or other conflicting terms or conditions which may be issued, provided or referred to by Customer, all of which are hereby disclaimed or rejected, except insofar as any terms are expressly accepted in writing with an Authorized Knapheide Representative's written signature. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any deviation therefrom may result in price change. In addition, additional costs may be incurred in the process of fulfilling orders placed pursuant to this Quote and Knapheide reserves the right to adjust costs accordingly, including but not limited to, reprogramming fees, etc. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Dallas terms and conditions as stated above.

Customer Signature	Print Name	Title	Date

Dealer Code	Dealership	Location

VIN

If the chassis is customer supplied, Knapheide may require a chassis spec sheet

AGENDA ITEM NO. 5.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	BUY PC27-10 2026 Chevrolet 3500 HD 4WD CC with Knapheide Body. (Kim Rivas / Commissioner Holt)

SUGGESTED ACTION:

ATTACHMENTS:
BUY PC27-10 '26 Chev 3500 HD 4wd CC Knapheide Bed for Pct. 2.pdf

Parker County Purchasing
Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 26, 2026

To: Officers of the Commissioner's Court

Subject: **BUY PC27-10 2026 Chevrolet Silverado 3500 HD 4WD CC with Knapheide Bed for Pct. 2**

The Purchasing Agent requests approval for the purchase of **BUY PC27-10 2026 Chevrolet Silverado 3500 HD 4WD CC with Knapheide Bed for Pct. 2** through the Buyboard Coop Contract #724-23 from Caldwell Chevrolet. (Kim Rivas / Judge Deen).

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

End User:	PARKER COUNTY	**Caldwell Rep:**	Willie Wallenberg
Contact:	MD ROWNEY	**Phone:**	254-935-8845
Phone/Email:	md.rowney@parkercountytx.com / 8173005729	**Date:**	10/15/2026
Product Desc.:	2027 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck	**Email:**	wwallenberg@usaautomotivepartners.com

A. Bid Series:	18 CHEVROLET 3500HD CHASSIS CAB	**A. Base Price:**	$52,970.00

B. Published Options [Itemize each below]

Quote Number: QUO-07693-X8D3N0

Code	**Model Vehicle**	
CK31043	2027 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck	
Code	**Options**	**Bid Price**
AKO	Glass, deep-tinted	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
C49	Defogger, rear-window electric	$0.00
FE9	Emissions, Federal requirements	$0.00
GAZ	Summit White	$0.00
NQH	Transfer case, two-speed active, electronic Autotrac	$0.00
9L3	Spare tire delete	$0.00
B30	Floor covering, color-keyed carpeting	$0.00
DBG	Mirrors, outside power-adjustable vertical trailering	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	$0.00
9L7	Upfitter switch kit, (5)	$0.00
NZZ	Skid Plates	$0.00
PYW	Wheels, 17" (43.2 cm) painted steel	$0.00
RIA	LPO, All-weather floor liners	$0.00
VK3	License plate kit, front	$0.00
5N5	Rear Camera Kit.	$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
1WT	Work Truck Preferred Equipment Group	$0.00
MKM	Transmission, 10-Speed automatic	$0.00
PCV	WT Convenience Package	$0.00
VTP	LPO, Assist steps, commercial	$0.00
Total of B. Published Options		$0.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	**Bid Price**
Total of C. Unpublished Options	$0.00

D. Registration & Title Paperwork:	$0.00

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

E. Upfitter/Quote Number: KNAPHEIDE TRUCK EQUIPMENT QUOTE: QU-61 1152984-1	$18,239.06
F. Delivery ETA: 90-120 DAYS APPROX+ UPFIT LEAD TIME	
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	$0.00
H. Lot Insurance (for in-stock and/or equipped vehicles):	$0.00
I. Contract Price Adjustment:	$0.00
J. Additional Delivery Charge (150 **miles):**	$450.00
K. Subtotal:	$71,659.06
L. Quantity Ordered 1 **x K =**	$71,659.06
M. Trade in:	$0.00
N. Coop Fee per purchase order:	$400.00
O. Total purchase price with Co-Op Fee:	$72,059.06

IMPORTANT NOTES

- **We sincerely appreciate your business. To ensure prompt processing, please submit all purchase orders to fleetcentral@usaautomotivepartners.com.**
- **Order acceptance will be confirmed once vehicle availability has been verified or the manufacturer has accepted the factory order.**
- **Estimated lead times are provided based on current information and may be adjusted due to manufacturer or supply conditions.**

KNAPHEIDE
SINCE 1848

Seller: Knapheide Truck Equipment Center Dallas
PO BOX 2280
RED OAK, TX 75154-1574
1 (972) 617-3770
www.knapheide.com

QUOTE: QU-61-1152984-1

Quote Expiration: 11/05/2026

Contact(s): **Ricky Sanchez (Outside Sales)**
rsanchez25@knapheide.com
7862347425

Teri Reed (Analyst)
treed95@knapheide.com

Customer: Caldwell Country Chevrolet

ID: 223236
Address: 800 STATE HIGHWAY 21 E
CALDWELL, TX 77836-4512

Phone:
Contact: Willie Wallenberg
Contact Phone: 2549358845
Email: wwallenberg@usaautomotivepartners.com

Terms: NET 30 DAYS
Bid Spec:

Quote Information:

Customer Request Date: 10/15/2026
Quote Completed Date: 10/15/2026
Date: 10/15/2026 10:38 AM CDT
# of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Destination
Ship Via: Delivered
Ship To: 3033 FM 1885
WEATHERFORD, TX 76088-1815

Description: Parker Cty Precinct 2 - 6108D54, ML, Headache Rack, Strobes Lightbar, Hitch, 7way Spray Liner

Seq.	Description	Item	Quantity	Total
1	6108D54 Service Body Package Automotive Style Rivet-less Rotary Latches Automotive Door Seals Standard Shelving Package LED Surface Mount Lights with Rear Strobe Lights Activated Premium "Slammable" Tailgate with Center Release Galva-Grip Bumper with KnapLiner Factory Supplied Backup Camera Installed if Supplied with Chassis K-Coat Corrosion Protection with Knapheide's Exclusive 12-Stage Electro-Coating Prime Paint System Body Fully Undercoated Exterior Painted Single Stage Knapheide White *Reprogramming for Fast Flash May be Required at Dealer. Please See Salesperson if Wanting to Add Charge to Order If Desired to be Completed Prior to Delivery Master Locking System Included	PACKAGE	1.00	
2	Spray Line Cargo Area, UB/KC 108" Includes: Compartment Backs, Bulkhead Even with Compartment Tops, Floor, and Cargo Side of Tailgate on Service Body	35139226	1.00	
3	DRW Cab Guard Service Body-Black -Install	PACKAGE	1.00	
4	Ranch Hand Front Grille Guard -Install	PACKAGE	1.00	
5	Whelen 23" Mini Lightbar Amber, and Whelen Surface Mount Strobes; Amb/blue - Install	PACKAGE	1.00	
6	Class V/16K Hitch, 7 to 4 Way Trailer Plug -Install	PACKAGE	1.00	
7	PWX 2026 must have minimum of $5,800 or Knapheide product	PWX26	1.00	
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			**Subtotal:**	**$18,239.06**
			Total:	**$18,239.06**

The following option(s) may be added:

	Description	Item	Yes / No	Total

OPT 1	PDI	35664396	Yes / No	275.00

Customer PO

Total Price

Additional Notes: End User - Parker county Precinct 2

2026-2027 Chevrolet Silverado 3500 Gas 60CA DRW Crew Cab

Install 6108D54 Knapheide Steel Standard Service Body
-Factory Installed Master Locks
-Factory Door Seal Delete
-Activate Rear Strobes in Taillights
-Install Galva Grip Bumper with Hitch Recess and Knapliner
-Relocate OEM Backup Camera
-Paint Body White - Exterior Only
-Install Mud Flaps
-Install Black Service Body Louvered Cab Guard
-Install Whelen 23" Mini Lightbar Amber on Cab Guard
-Install Four (4) Whelen Amber/ Blue Strobes; Two (2) Mounted in Front Ranch Hand Grill Guard and Two (2) Rear of Service Body Above Taillights
-Install Ranch Hand Front Grill Guard
-Spray Line Cargo Area; Back of Compartments, Floor, and Back of Tailgate
-Install Class V/16K Hitch and 7 to 4 Way Trailer Plug at Rear
-QC & Weigh

Option PDI

Caldwell Country Attn Willie Wallenberg
Deliver to Dealer Upon Completion -

***Credit Card Policy:** Knapheide accepts MasterCard, American Express, Visa and Discover cards for payment. Invoices greater than or equal to $10,000 will include a 3% handling fee when paid by credit card beginning May 4, 2026.

Liability for product on Knapheide property with terms Customer Pickup: Product must be picked up once notified of product available for customer pickup. Customer shall assume all responsibility for the product, including but not limited to damage due to Acts of God or vandalism at the point of notification of product available for Customer pickup. Knapheide reserves the right to assess a storage fee of $25/day for each day goods remain on Knapheide property beyond (14) days of notification of product available for Customer pickup.

Cancellation Policy: All cancellation requests must be made in writing. Upon any request for cancellation, any costs incurred by Knapheide during the fulfillment of Orders placed pursuant to this Quote shall be paid at 100%. Payments for cancellation are due in full at time of cancellation and/or upon cancellation of installation. Quoted prices are only guaranteed for orders placed as of the date specified on the Quote unless otherwise stated herein.

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all past due invoices.

Pricing Policy: All prices reflect the latest price in U.S. Dollars. Any order placed pursuant to this Quote shall be subject to these Terms and Conditions contained herein. These Conditions shall serve to exclude all other terms or conditions of purchase or other conflicting terms or conditions which may be issued, provided or referred to by Customer, all of which are hereby disclaimed or rejected, except insofar as any terms are expressly accepted in writing with an Authorized Knapheide Representative's written signature. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any deviation therefrom may result in price change. In addition, additional costs may be incurred in the process of fulfilling orders placed pursuant to this Quote and Knapheide reserves the right to adjust costs accordingly, including but not limited to, reprogramming fees, etc. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Dallas terms and conditions as stated above.

Customer Signature	Print Name	Title	Date

Dealer Code	Dealership	Location

VIN

If the chassis is customer supplied, Knapheide may require a chassis spec sheet

AGENDA ITEM NO. 6.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	Approve Jackrabbit Payment Processing Solution agreement. (Kim Rivas / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
Jackrabbit payment processing summary.pdf

Parker County Purchasing
Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 26, 2026

To: Officers of the Commissioner's Court

Subject: Jackrabbit Connect Payment Processing Solution (Kim Rivas / Judge Deen).

Consider and take appropriate action to approve the **Jackrabbit Connect Payment Processing Solution** for credit card payment processing services at the Parker County North and South Convenience Centers, and authorize the County Judge to execute the necessary agreement. (Kim Rivas / Judge Deen)

POWERED BY FTNI

Financial Transmission Network, Inc.
13220 Birch Drive, Suite 120
Omaha, NE 68164
402-502-8777 • 866-999-3864
Fax: 402-502-8788
sales@ftni.com • www.ftni.com

MERCHANT APPLICATION

MERCHANT INFORMATION

Corporate Name: Parker County, TX	DBA Name (if different): n/a
Corporate Address: 1112 Santa Fe Dr.	Physical Address: 1112 Santa Fe Dr.
City, State, Zip: Weatherford, TX 76086	City, State, Zip: Weatherford, TX 76086
Corporate Phone: 817-598-6080 / Fax:	DBA Phone: / Fax:
Corporate Contact: Kim Rivas	DBA Contact:
Contact E-Mail: kim.rivas@parkercountytx.com	Contact E-Mail:

Federal Tax ID: 75-6001109	☐ C Corp ☐ S Corp ☐ LLC ☐ Publicly Traded ☐ Partnership ☐ Sole Ownership ☒ Non-Profit	Date Business Established: 1856	Length of Current Ownership: 170 years
Mail Statements to: ☐ DBA Address ☐ Corp Address	Location Time Zone: CST	Website URL: www.parkercountytx.com	

OWNERSHIP INFORMATION (INCLUDE INFORMATION FOR AT LEAST 51% OF OWNERSHIP, UNLESS WIDELY HELD. USE ADDITIONAL SHEETS IF NECESSARY.)

Owner #1 Full Name: N/A	Owner #2 Full Name:
Home Address:	Home Address:
City, State, Zip:	City, State, Zip:
Social Security #: / Date of Birth:	Social Security #: / Date of Birth:
Title: / Ownership %:	Title: / Ownership %:
Home Telephone #: / Driver's License # & State:	Home Telephone #: / Driver's License # & State:

The information above is required to comply with the Patriot Act and "Know Your Customer" banking regulations.

Have any of the above ever filed for bankruptcy or been party to any claims, liens or lawsuits? ☐ Yes ☐ No (If Yes, attach explanation)

Have any of the above, or has this business, ever had a merchant account terminated ? ☐ Yes ☐ No (If Yes, attach explanation)

BUSINESS PROFILE

Description of Services/Products Sold: Government Office			SIC/MCC: 9399
Currently Accept Credit Cards? ☒ Yes ☐ No	Current Processor (Include Previous Stmts):	☐ Visa/MasterCard/Discover ☐ Amex ☐ PIN Debit Cards	☐ Card Present, Swipe ☐ Mail/Telephone ☐ eCommerce ☐ Card Present, No Swipe
Current/Estimated V/MC Volume:	Average Sale Amount:	Current Amex SE #:	Current Other ID #:
☐ Check 21/RDC ☐ Non-Check ACH	Avg # of Checks Per Month / Avg Check $ Size: /	Avg # of ACHs Per Month / Avg ACH $ Size: /	Monthly Avg # and $ Amt of Returned Checks: /
Is Credit Card Volume Seasonal? ☐ Yes ☐ No	If Yes, Provide Peaks Months and Volume:	For Check 21 & ACH:	Provide Peak Day # of Items and High Check/ACH Amount:
Deposit/Settlement Bank Name:	9-Digit Bank ABA (Transit Routing):	DDA/Checking Account #:	
Refund Policy/Notes:			

I hereby certify that all the information set forth herein is true and correct.

Merchant Signature: **Print Name:** Pat Deen, County Judge **Date:** 10/26/26

SITE SURVEY

☐ Retail Store ☐ Office Building ☐ Residence ☐ Kiosk ☐ Trade Shows ☐ Other

Is inventory/merchandise consistent with type of business? ☐ Yes ☐ No Does the name on storefront match the DBA? ☐ Yes ☐ No

RECEIVED BY

FTNI Rep: _____ **Signature:** _____ **Date:** _____

PROCESSOR INFORMATION:

Name:

First Data Merchant Services LLC

Address:

4000 Coral Ridge Drive, Coral Springs, FL 33065

Customer Service #:

1-800-858-1166

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck.The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates and other fees and charges are calculated based** on transactions qualifying for certain program pricing and interchange rates levied by the applicable Payment Network. Transactions that fail to qualify for these rates will be charged an additional fee. We will provide you with a schedule of fees and charges in connection with the Services. Interchange and program pricing levied by the Payment Network is subject to change, (see Section 26 of the General Terms & Conditions).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 42.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 34, Term; Events of Default and Section 35, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A. 3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.

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9. **Card Organization Disclosure**
   Visa and Mastercard Member Bank Information: Citizens Bank, N.A.
   The Bank's mailing address is 1 Citizens Plaza, Providence, RI 02903, and its phone number is 1-888-211-4057.

Important Member Bank Responsibilities:

a. The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
b. The Bank must be a principal (signer) to the Agreement.
c. The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
d. The Bank is responsible for and must provide settlement funds to the merchant.
e. The Bank is responsible for all funds held in reserve that are derived from settlement.
f. The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

a. Ensure compliance with Cardholder data security and storage requirements.
b. Maintain fraud and Chargebacks below Card Organization thresholds.
c. Review and understand the terms of the Merchant Agreement.
d. Comply with Card Organization Rules and applicable law and regulations.
e. Retain a signed copy of this Disclosure Page.
f. You may download "Visa Acceptance Risk Standards" from Visa's website at: https://usa.visa.com/dam/VCOM/download/merchants/visa-acceptance-risk-standards.pdf
g. You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
h. You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
i. You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name:

Parker County, TX

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version GenCP-CZ-2907_PG_07.01.26] consisting of 38 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:
Signature *(Please sign below):*

Title

County Judge

Date

10/26/2026

Please Print Name of Signer

Pat Deen

Merchant Processing Application and Agreement

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

BUSINESS DETAILS

CONTACT INFORMATION

First Name	Kim	**Last Name**	Rivas
Email	kim.rivas@parkercountytx.com	**Phone Number**	817-598-6080

BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name	Parker County, TX	**DBA Name**	n/a
Tax Filing Name	Parker County, TX	**Tax Filing Method**	☑ EIN ☐ SSN
Tax ID (EIN)	75-6001109		

Type of Ownership

☑ Government ☐ Individual / Sole Proprietor ☐ LLC ☐ Non-Profit Org ☐ Private Corporation ☐ Partnership ☐ Public Corporation ☐ Tax Exempt

Stock Exchange (Only applicable for Public Corporations)

☐ NYSE or NASDAQ ☐ Other/Not Applicable

Stock Ticker Symbol (NYSE or NASDAQ)

Industry (MCC)	9399	**Business Description**	Government Services
Industry Options	☐ Quasi Cash	**Business Start Date**	1856
Website	parkercountytx.com	**Business Phone**	817-598-6080

BUSINESS ADDRESS

Street Address 1	1112 Santa Fe Dr.		
Street Address 2		**City**	Weatherford
State	TX	**ZIP**	76087
Country	USA		

BUSINESS LEGAL MAILING ADDRESS

Street Address 1	1112 Santa Fe Dr.		
Street Address 2		**City**	Weatherford
State	TX	**ZIP**	76087
Country	USA		

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION

[redacted]

First Name **Last Name**

Title

☐ CEO ☐ CFO ☐ COO ☐ LLC Member ☐ Partner ☐ President

☐ Secretary ☐ Treasurer ☐ Vice President

% Ownership % **Personal Guarantee** ☐ Yes

SSN **Date of Birth**

Mobile Phone

Email

Street Address 1

Street Address 2 **City**

State **ZIP**

Country

First Data Merchant Services LLC is a registered ISO of Citizens Bank, N.A., Providence, RI

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IVE, Section A.3, this Agreement will automatically renew for successive 30 day periods.

Early Termination Fee $ 0.00

Client Initials

PERSONAL GUARANTEE

In exchange for First Data Merchant Services LLC, Citizens Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature **Date**

AGREEMENT APPROVAL

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Banking and Processing section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

SIGN YOUR AGREEMENT

Signature

Date

FIRST DATA MERCHANT SERVICES LLC

Application Approved By:

Signature

Title **Date**

CITIZENS BANK, N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

PROCESSOR INFORMATION

Name	First Data Merchant Services LLC
Address	4000 Coral Ridge Drive, Coral Springs FL, 33065
Customer Service (Phone)	1-877-828-0720

AGENDA ITEM NO. 7.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	Approve Motorola Service Agreement USC000005801. (Kim Rivas / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
Motorola Service Agmt. 2026 - USC000005801.pdf

Parker County Purchasing
Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 26, 2026

To: Officers of the Commissioner's Court

Subject: Motorola Service Agreement Contract USC000005801 (Kim Rivas / Judge Deen).

Consider and take appropriate action to approve and authorize the County Judge to execute the Motorola Solutions Service Agreement #USC000005801. (Kim Rivas / Judge Deen)

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000005801
Contract Modifier: R24-JUL-26 18:08:30

Date: 24-AUG-2026

Company Name:	Parker County
Attn.:	James Caywood
Billing Address:	1112 Santa Fe Dr
City, State, Zip Code:	Weatherford, TX 76086
Customer Contact:	James Caywood
Phone:	940-859-3189

P.O.#:	N/A
Customer #:	1036326751
Bill to Tag#:	0001
Contract Start Date:	01-OCT-2026
Contract End Date:	30-SEP-2027
Payment Cycle:	ANNUALLY
Currency:	USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S00836A	RSUS WITH REBOOT	$1,080.58	$12,966.95
	MSV01S01110A	ASTRO SYSTEM PREMIER PACKAGE	$30,905.60	$370,867.16
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$4,330.51	$51,966.08
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$294.12	$3,529.48
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$1,277.16	$15,325.93
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$3,487.53	$41,850.39
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$16,862.42	$202,349.01

	Sub Total	$58,237.92	$698,855.00
	Taxes	$0.00	$0.00
	Grand Total	$58,237.92	$698,855.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		

DocuSigned by:
Mackenzie Lair
E8B0AE7A3E6A4F4...

MOTOROLA REPRESENTATIVE (SIGNATURE)	Regional Services Manager TITLE	8/24/2026 DATE
MACKENZIE LAIR MOTOROLA REPRESENTATIVE (PRINT NAME)	(410) 271-6463 PHONE	

Company Name	:	Parker County
Contract Number	:	USC000005801
Contract Modifier	:	R24-JUL-26 18:08:30
Contract Start Date	:	01-OCT-2026
Contract End Date	:	30-SEP-2027

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement or applicable Statement of Work.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES
All software, SUA, video, and subscription services provided by Motorola are governed by the Motorola Solutions Customer Agreement available at:
https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html.

Section 18. GENERAL TERMS
18.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the state in which the Services are performed.

18.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

PARKER COUNTY TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:** No public official shall have an interest in this contract, in accordance with Texas Local Government Code Chapter 171.
2. **ETHICS:** The vendor shall not offer any benefits, gifts, or enticements of any nature to any official, agent or employee of Parker County.
3. **FUNDING:** Funds for payment have been provided through the Parker County budget approved by the Commissioner's Court for this fiscal year only. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Parker County fiscal year shall be subject to budget approval.
4. **DELIVERY:** All delivery and freight charges (F.O.B. Parker County designated location) are to be included in the bid price.
5. **SALES TAX:** Parker County is exempt from Federal Excise Tax and State Sales Tax. A certification for this exemption is available upon request. Accordingly, tax should not be included in bid price or invoice.
6. **TERMINATION FOR DEFAULT:** In the event of a breach or default by the vendor, Parker County reserves the right to enforce the performance of this contract in any manner authorized by law or deemed in the best interest of the County. Parker County reserves the right to terminate the contract immediately in the event the vendor:
   a. fails to meet schedules;
   b. defaults in the payment of any fees, or;
   c. otherwise fails to perform in accordance with these specifications.

   Breach of Contract or default authorizes Parker County to exercise any or all of the following rights:
   a. take possession of the assigned premises and any fees accrued or becoming due to date;
   b. take possession of all goods, fixtures and materials of the vendor and foreclosure its lien against such personal property, applying the proceeds toward fees due or thereinafter become due, and;
   c. award the contract to the next lowest and best vendor as deemed in the best interest of the County.

   In the event the successful vendor fails to perform, keep, or observe any of the terms and conditions herein, Parker County shall give the vendor written notice of such default. If the default is not cured within two working days of receipt of such notice, default will be declared and the vendor's rights shall terminate.
7. **NOTICES:** All notices to be given to the vendor by Parker County shall be deemed given on the day after such notice has been deposited in the United States mail in Parker County, Texas by Registered or Certified Mail, with sufficient postage affixed, addressed to the vendor at the address provided by the vendor. This provision shall not prevent the issuance of actual notice in any other manner.
8. **DESCRIPTIONS:** Any catalog, brand name, or manufacturer reference used in the bid request is descriptive not restrictive. It is intended to indicate the type and quality desired. Orders on brands of like nature and quality will be considered.
9. **SAMPLES:** When requested, samples shall be furnished at no cost to Parker County. After notification to the vendor, such samples must be retrieved from the County within two weeks. Samples not retrieved timely shall be deemed donated to the County.
10. **ITEMS/WARRANTY:** All items must be new and in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest manufacturing standards. Items supplied under this contract are subject to the County's approval. The vendor warrants that all items and services conform to the specifications in the invitation to bid. The vendor further agrees that none of the warranties stated in the Texas Business and Commerce Code may be waived and that the items supplied under this contract shall be free from all defects in material, workmanship, and title. Any items found defective or not meeting specifications shall promptly be and replaced by the successful vendor at no expense to the County. If a defective or non-conforming item is not retrieved by the vendor within one week after notification of its status as defective or non-conforming, the item will be deemed donated to the County. This will not relieve the vendor of its responsibility to provide a properly functioning replacement that conforms with the bid specifications.
11. **REMEDIES:** The successful vendor and Parker County agree that both parties have all rights, duties and remedies allowed by state law.
12. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas and is performable in Parker County, Texas.
13. **PATENTS/COPYRIGHTS:** The successful vendor agrees to protect Parker County from claims involving infringement of patents and /or copyrights and will indemnify Parker County for such claims.
14. **PURCHASE ORDERS:** A purchase order shall be generated by Parker County to the successful bidder. The number from this purchase order must appear on all invoices.
15. **INVOICE:** The successful vendor shall submit an invoice showing the vendor's name and address, the name and address of the vendor's receiving department or delivery location, the purchase order number, and a description of the items delivered.
16. **PAYMENT:** Payment will be made within 30 days upon acceptance of merchandise and satisfactory operation of equipment, or performance of services, in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.
17. **THE SUCCESSFUL VENDOR SHALL** defend, indemnify and hold harmless Parker County and its officials, agents, and employees from all claims of any nature brought on account of any injuries or damages received during the performance of any contract resulting from the award of this bid. Vendor shall pay any judgment, including costs, which may be obtained against the County arising from such claim.
18. **INSURANCE:** In orders involving service, the successful vendor shall at his own expense, before commencing work, or not later than 10 days following notification of award, provide the Parker County Purchasing Department with certified copies of all insurance policies showing coverage in force throughout the term of the contract in the following amounts:
   a. Commercial General Liability Insurance with minimum combined single limits of $1,000,000 per occurrence and $1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, with a $1,000,000 products/completed operations aggregate. Coverage must be written on an occurrence form. If coverage is written on a claims made basis, a retro date no later than the inception date of the contract (or prior thereto), must be applicable during the term of contract and for at least two years after termination of the contract. Contractual liability coverage must be maintained with respect to the per occurrence limit. A per project aggregate endorsement must also be included.
   b. Worker's Compensation insurance at statutory limits.
   c. Commercial Automobile Liability insurance with minimum limits of $100,000/$300,000/$100,000 per occurrence or $500,000 combined single limits for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

   The required limits may be satisfied by any combination of primary, excess, or umbrella insurance, provided the primary policy meets the above requirements and the excess umbrella is following form. Each policy shall include, by endorsement to the policy, a statement that notice of cancellation, or of a material change in coverage, shall be given to Parker County by certified mail 60 days prior to the event.

   A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence bases, with limits of $1,000,000 per occurrence, combined single limit, and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

THESE ARE GENERAL TERMS AND MAY BE SUPERSEDED BY MORE DETAILED SPECIFICATIONS

I Samuel Gainer, Senior Analyst
(Print Name) (Title)
have read and agree to the terms and conditions set forth by Parker County.

Sign: _____
Date: 5/25/21

AGENDA ITEM NO. 8.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	Approve Jim Wright Building professional services agreement reassignment from Komatsu Architecture to Parkhill Smith Cooper. (Kim Rivas / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
Parkhill-Komatsu - Consent Letters_Parker Co_COMBINED.pdf

Parkhill

KOMATSU ARCHITECTURE

October 1, 2026

Hon. Pat Deen
County Judge
Parker County / Parker County Historical Commission
1 Courthouse Square
Weatherford, TX 76086

STRICTLY CONFIDENTIAL

Re: Contracts and Projects with Komatsu & Associates, Inc. (dba Komatsu Architecture)
Project listed in more detail on **Schedule I**, attached hereto (as may have been amended from time to time, the ("Agreements"), by and between Parker County / Parker County Historical Commission and Komatsu & Associates, Inc. ("Komatsu").

Dear Judge Deen:

Komatsu is pleased to announce our merger with **Parkhill, Smith, and Cooper, Inc. dba Parkhill ("Parkhill")**. This merger will strengthen Parkhill's architectural presence in North Texas and the State of Texas and allow the Komatsu team to have additional support and resources along with multidisciplinary services.

Our entire group of professionals at Komatsu will remain intact at our current location, with the goal of providing the same quality services that you are accustomed to receiving. Parkhill intends to also keep the same project team and professionals on your projects. This team will be available to answer any questions you may have regarding this letter and the transaction. Through this transaction, we will be able to offer more comprehensive engineering, landscaping, and architectural services through a network of more than 750 professionals located across 16 offices in Oklahoma, Texas, and New Mexico. Parkhill looks forward to expanding its geographic presence and suite of services to Komatsu's loyal clients.

With the merger, Komatsu is assigning and transferring to Parkhill all of its rights, title and interests in and to its Contracts and Agreements, and Parkhill will assume Komatsu's obligations and liabilities under the Contracts and Agreements relating to the period from and after the Closing (the "***Assignment and Assumption***").

As a client of Komatsu's, we are providing notice of this transfer and seeking your consent, so that we can move these contracts under Parkhill's business office and continue our services and invoices under their purview. By executing this letter, you (i) irrevocably consent to and approve of the transaction and Assignment and Assumption; (ii) acknowledge that the Agreements shall remain in full force and effect following the consummation of the transaction and Assignment and Assumption; (iii) agree the transaction and Assignment and Assumption shall not constitute a breach of or default under the Agreements; and (iv) waive any right you may have under the Agreements to terminate, amend or otherwise modify the Agreements as a result of the transaction and Assignment and Assumption. You acknowledge that Parkhill shall be entitled to rely on your consent to the Assignment and Assumption, and shall be entitled to enforce the provisions hereof as a third-party beneficiary hereof.

We would appreciate your response to this letter as promptly as practicable. Please send a countersigned copy of this letter to Marie Oehlerking-Read at MOehlerking@komatsu-inc.com.

Please feel free to contact me at 817.332.1914 should you have any questions regarding the foregoing. Thank you in advance for your assistance with this matter.

.

Sincerely,

KOMATSU & ASSOCIATES, INC.

By 

Name: Marie Oehlerking-Read
Title: Studio Director

Acknowledged, accepted and agreed to
this _____ day of _____, 2026.

Parker County / Parker County Historical Commission

By _____

Name: Hon. Pat Deen
Title: County Judge

SCHEDULE I

- **CLIENT: Parker County / Parker County Historical Commission**
- **PROJECTS: Jim Wright House Construction Documents**

SCHEDULE 1

KOMATSU
ARCHITECTURE

Hon. Judge Pat Deen
Parker County
pat.deen@parkercountytx.com
817.598.6148

3/2/2026 - Revised

Phased Construction Documents for the historic James Wright House

Judge Deen –
On behalf of Komatsu Architecture, I am pleased to provide the following architectural and engineering services proposal for the James Wright House, located at 202 West Oak Street, Weatherford, TX 76086.

The Jim Wright house is a Queen Anne style home located near the historic downtown in Weatherford, Texas. Built between 1897 and 1899, the house consists of two stories totaling approximately 3,891 square feet. The historic fabric of the home is largely still intact. A small remodel which included renovating the kitchen and enclosing the back porch was completed in 1905. There was an addition added to the back of the house, likely sometime in the 1950s, and a significant restoration effort changed many of the wall finishes in the 1980s.The building was a private residence until 2009, when it was sold to the City of Weatherford, who used it as office space until 2017. It was recently acquired by the Parker County Historical Commission, who also plan to use it as office space.

The Jim Wright house is notable not just for its architecture, but also because it was the childhood home of U.S. Speaker of the House James Claude (Jim) Wright, Jr. His parents bought the home from Nannie Hauser in 1940, and it remained in the Wright family until 1972. Because of this association, the house was designated a Recorded Texas Historic Landmark in 2012. There has been discussion of pursuing a nomination for the National Register of Historic Places, but the owners are not moving forward with that at this time.

Komatsu completed a Conditions Assessment of the structure in November 2025. Next steps include measuring the building to develop accurate Existing Conditions drawings and developing a rehabilitation set of drawings and specifications for bidding purposes.

KOMATSU
ARCHITECTURE

CONSTRUCTION DOCUMENTS

PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES

Komatsu recommends a phased approach for the development of construction drawings and specifications for the James Wright house. This will streamline the County's ability to undertake the bidding and construction work as funds are available. Engineering disciplines will be engaged by phase as required. The urgent phases include:

- Phase 1. Measured Drawings
- Phase 2. Roof Replacement
- Phase 3. Exterior Siding & Windows

Future phases that should also be considered are:

- Phase 4. Foundation & Accessibility
- Phase 5. Interior Rehabilitation

Refer to Komatsu's 11.2025 "Jim Wright House - Evaluation of Existing Conditions & Recommendations" report for further explanation.

Phase 1. Measured Drawings

Record drawings of the house are not available. To move forward with construction drawings, the house must be measured and drawn to illustrate existing conditions.

Komatsu has the technology to three-dimensionally scan existing buildings. Scanning supplements and condenses the hours required to measure and document an existing building. The Scanner uses LiDAR technology to bounce hundreds of laser beams around a space resulting in a digital point cloud that is dimensionally accurate to 1/16". The point cloud is then used to develop a three-dimensional Revit model.

Phase 2 – 5. Phased Construction Documents

Each phase outlined above will include construction drawing / specification preparation and construction administration. The sections below outline the tasks included:

Construction Drawing and Specification Preparation

Komatsu will provide construction documents including drawings and specifications based on what is needed to illustrate each phase. All sheet types may not apply to all phases. The initial assessment report will serve as the basis of design repair scope. The components of each phase will be further reviewed to develop the construction documents. An analysis of applicable building codes, life safety code, and Texas Accessibility Standards will also be incorporated. Drawings may include the following:

- Floor Plans
- Exterior Elevations

- Enlarged Plans
- Window and Door schedules and details
- Interior Elevations
- Finish Schedule
- Specifications necessary for construction

Draft documents will be provided to the County at 50% and 90% completion for review and comment. Virtual or in-person review meetings will also be held with the County's designated representatives.[1] Construction documents will be delivered in digital PDF format for review.

Bid Solicitation and Negotiation

Komatsu will assist the County with preparing bid solicitations for each phase of work. Komatsu will also assist with reviewing and scoring the contractor's bid proposals.

Komatsu recommends using the Construction Manager at Risk (CMaR) construction delivery methods as allowed by the Texas Government Code. An RFP can be posted for the CMaR scope of work in narrative format. Contractors will submit proposals with a draft Guaranteed Maximum Price. A contractor will be selected based off "Best Value" which includes both efficient fees and experience with similar historic projects. Under this contract type, the construction scope of work will not need to be re-bid for each phase of construction. The GMP will also be finalized by phase.

Construction Administration

Attend two (2) construction progress meetings per phase with a maximum of ten (10) site visits total. The contractor is to be responsible for formal meeting minutes. Komatsu will provide field observation reports to Owner. Komatsu will also perform the following construction administration task:

a. Review of construction submittals, mock-ups, and RFIs
b. Preparation of ASIs if required
c. Monthly review of contractor's pay applications
d. Review of contractor supplied closeout record documentation

[1] Note that client generated and approved changes requiring modification of project design / scope of work after 50% progress submittal will be invoiced on an hourly rate basis.

Permitting & Regulatory Review

Komatsu will submit the final construction documents to the appropriate permitting and review authorities, including:

a. Texas Historical Commission (THC) Coordination – Submit construction documents to the THC for RTHL review. The THC will determine if the rehabilitation design complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
b. City of Weatherford - Submit construction documents for City plan review and permitting prior to bidding and provide plan adjustments as needed. City fees are NOT included in architectural fee and will be an additional cost for each phase.
c. Texas Department of Licensing and Regulation (TDLR) for Texas Accessibility Standards review - Submit construction documents for TDLR accessibility compliance review. TDLR fees and Registered Accessibility Specialist fees are NOT included in architectural fee and will be an additional cost for each phase.

Engineering and Consultant Services

The following engineers and consultants will be consulted with approval by the County / Owner on a recommended need basis:

- Structural Engineer: Salas O'Brien
- Mechanical / Electrical / Plumbing Engineers: DBR
- Civil Engineer: Gessner Engineering
- Accessibility Consultant: GAP Consultants

Engineering Fees will be finalized as each phase is authorized.

ARCHITECTURE FEE SUMMARY

The attached spreadsheet provides a detailed breakdown of the architectural fee by phase. Each phase is a lump sum fee inclusive of all expenses.

PAYMENT TERMS

Invoices will be submitted monthly based on progress of work. Payments are due within 30 days of the invoice date.

OWNER RESPONSIBILITES

The owner will be required to provide the following reports and testing to inform the architectural and engineering team. The work outlined below is outside of the scope of the project described herein:

- Access to building
- Available construction drawings, photos, etc. of the building
- Available maintenance and prior project documentation

- Topographical Survey including major site features and locations of existing utilities. Komatsu can assist with defining the scope of the survey.
- Hazardous Materials Survey including lead and asbestos containing materials
- Geotechnical Survey including investigation of soils at all intended project sites, testing, and report with recommendations if required by structural engineer.
- Permitting and Regulatory Fees
- Additional fees for consultant engineers as required.

EXCLUSIONS

The project scope of work excludes the following:

- Architectural services not identified in scope
- Opinion of Probable Cost / Cost Estimates
- Engineering services not identified in scope
- Construction administration services not identified in scope
- Record / As-Built Documentation
- Topographical Survey, refer Owner Responsibilities
- Hazardous Materials Survey, refer Owner Responsibilities
- Geotechnical reports, refer Owner Responsibilities
- Material Testing and Inspections as required by the building code will be outlined in the specifications and coordinated by the contractor during construction. The fees associated with the required tests and inspections are not included in the fee.
- Fees /costs associated with construction permitting or other regulatory fees
- LEED documentation and/or certification
- Printing and physical copies of drawings

TERMS OF AGREEMENT

This proposal is based on AIA Document B101-2017 Standard Form of Agreement between the Owner and Architecture. Once a Notice to Proceed is received, Komatsu will draft the contract agreement. Each phase of work can be authorized by the County one at a time as funding becomes available. The base contract will be amended to reflect the authorization.

Komatsu appreciates the opportunity to submit this proposal for professional architectural services. Please sign where indicated below and return one copy of the proposal as your authorization to proceed. This proposal is valid for 60 days. If you have any questions, please do not hesitate to call.

ACCEPTED FOR:
Komatsu Architecture

Karl A. Komatsu, RA
President, Komatsu Architecture

ACCEPTED FOR:
James Wright House Rehabilitation

Hon. Pat Deen
Parker County Judge

Komatsu Architecture Fee Proposal - Revised

Jim Wright House Construction Documents
3.2.2026

Activity	Labor and Hourly Rates									TOTAL
	Project Manager	Preservation Architect	Historic Preservation Specialist							
	$ 194.70 /hr	$ 170.20 /hr	$ 110.00 /hr	$ - /hr	$ - /hr	$ - /hr	$ - /hr	$ - /hr	$ - /hr	
Architecture										
1. Measured Drawings										
1a. 3D Scanning & Drone		16	16							$ 4,483
1b. Detailed Field Observations & Assessment		24	24							$ 6,725
1c. BIM Model for Base Measured Drawings		20	20							$ 5,604
1. Arch Subtotal										$ 16,812
2. Roof Construction Docs	2	10	10							$ 3,191
2a. Construction Administration		8	8							$ 2,242
2. Arch Subtotal										$ 5,433
3. Exterior Siding & Windows Construction Docs	2	10	10							$ 3,191
3a. Construction Administration		10	10							$ 2,802
3. Arch Subtotal										$ 5,993
6. THC RTHL Review Coordination		4								$ 681
7. City HP Review & TDLR Registration		4								$ 681
Total Architectural Hours	4	66	58							
Architecture Fee Only										$ 29,600
Additional Services - Consultants										
Registered Accessibility Specialist (RAS)	*A RAS is required to review and submit a report to TDLR for all construction projects over $50,000. This applies to every phase above. Fee typically $1500 - $2000 per phase. This fee exluded for the architecture fee above.*									***TBD***
**NOTE: Engineering consultants have been excluded based on Owner's Rep. request.*										

AGENDA ITEM NO. 9.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	Approve Parkhill Smith Cooper AIA - B101 professional services agreement for the Jim Wright Building. (Kim Rivas / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
Parkhill Smith Cooper Jim Wright Bldg. AIA summary.pdf

Parker County Purchasing
Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 26, 2026

To: Officers of the Commissioner's Court

Subject: Jim Wright Building, Professional Services Agreement AIA Document B101 with Parkhill Smith Cooper (Kim Rivas / Judge Deen).

Discuss and authorize the county judge to execute the Parkhill Smith Cooper AIA Document B101 for professional architecture services at the Jim Wright Building (Kim Rivas / Judge Deen).

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-ninth day of September in the year Two Thousand Twenty-six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Parker County, Texas
1 Courthouse Square
Weatherford, Texas 76086
817.598.6148 phone

and the Architect:
(Name, legal status, address and other information)

Parkhill, Smith & Cooper, Inc. dba Parkhill
3880 Hulen Street, Suite 300
Fort Worth, Texas 76107
817.332.1914 phone

for the following Project:
(Name, location and detailed description)

Parker County James Wright House Construction Documents
202 West Oak Street, Weatherford, TX 76086
Measuring the building to develop accurate Existing Conditions drawings and developing a rehabilitation set of drawings and specifications for bidding purposes.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Project consists of the rehabilitation of the historic James Wright House for continued use as office space by the Parker County Historical Commission. Architectural services will include documentation of existing conditions, preparation of existing conditions drawings, and development of rehabilitation construction documents and specifications for bidding purposes.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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The Project is located at 202 West Oak Street, Weatherford, Texas 76086. The building is a two-story historic Queen Anne style structure containing approximately 3,891 square feet. Constructed between 1897 and 1899, the building is designated as a Recorded Texas Historic Landmark. The structure has undergone modifications and renovations in approximately 1905, the 1950s, and the 1980s.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

None provided.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

50% Construction Documents – August 3, 2026
90% Construction Documents – October 2, 2026
Issued for Construction – November 11, 2026 (pending permitting and regulatory reviews)

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk (CMAR)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Hon. Judge Pat Deen
Parker County
Pat.deen@parkercountytx.com
817.598.6148

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§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Mark Long, Parker County Facilities Manager
mark.long@parkercountytx.com

Parker County Historical Commission
Teri Hubbard - Teri406@sbcglobal.net
Brenda McClurkin - brenda@mcclurkin.us
William "Bill" Warren - tmlbraw@att.net

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined, if requested by Architect's structural engineer.

.2 Civil Engineer:

None

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Michael Howard, AIA, AICP
Divisional Director | Community
5844 John Hickman Pkwy., Ste 500
Frisco, TX 75034
972.987.1670 phone

Marie Oehlerking-Read, AIA
Project Manager | Arch
3880 Hulen Street, Suite 300
Fort Worth, Texas 76107
682.399.6580 phone

Joyce Williams, AIA
Project Architect
3880 Hulen Street, Suite 300
Fort Worth, Texas 76107
682.399.6574

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2, if required by the Phase and/or Scope of Work. Note that Engineering Consultant fees were excluded from the fee proposal, refer

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Exhibit C, by the Owner's request. The additional fees will be negotiated if the engineering scopes of work are initiated.
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Salas O'Brien
Julie Bolding, PE, Senior Vice President
12655 N. Central Expy, Suite 720
Dallas, Texas 75243
214.237.7022

.2 Mechanical, Electrical, Plumbing Engineer:

DBR Engineering
Kenneth L. Roland, PE, Partner
5000 Quorum, Suite 400
Dallas, Texas 75254
241.217.9500

.3 Civil Engineer:

Gessner Engineering
Johanna Gessner, Chief Executive Officer
401 W. 26th Street, Suite 3
Bryan, Texas 77803
1.877.GESSNER

.4 Registered Accessibility Specialist:

GAP Consultants
P.O. Box 8616
Fort Worth, Texas 76124-0616
817.366.1404

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable.

§ 1.1.13 Other Initial Information on which the Agreement is based:

3.2.2026 Phased Construction Documents for the historic James Wright House Fee Proposal by Komatsu Architecture.

11.2025 Jim Wright House Evaluation of Existing Conditions & Recommendations by Komatsu Architecture.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall

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adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the insurance listed in Exhibit A. If the Owner requires any other insurance types, coverage or limits from those, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.2 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

Services not set forth in this Article 3 or in Exhibit C are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Governmental authorities may issue and/or revise interpretations of applicable codes, statues and ordinances and other applicable governmental agency requirements during the term of this agreement. The timing of which are beyond the control of the Architect, and which may cause Owner to incur additional unforeseen project costs and/or delays. Architect shall not be responsible for such unforeseen costs and/or delays.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to Opinion of Probable Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project that are in effect at time of completion of the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Proposal Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Work as used herein shall mean those elements of the Project within Architect's scope of service. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Also, at these site visits will be discussed the project schedule and progress of the Project. The Architect will meet with the Contractor during its site visits to answer any questions or discuss any problems on the Project. Extended Contract Administration Services, whether by extension of contract time as stipulated in Owner/Contractor Agreement or by additional site observation caused by delays in the project through no fault of the Architect, its representative, or its consultants, shall be provided by the Architect as Additional Services in accordance with Paragraphs 11.2, 11.3 and 11.4.

§ 3.6.2.2 The Architect will recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither a recommendation of the Architect nor a decision made in good faith either to exercise or not to exercise such recommendation shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations rendered in good faith. The Architect's interpretations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial interpretations on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of

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subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold review of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not be required to review submittals that are not requested by the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Owner recognizes and expects that certain Change Orders may be required to be issued as the result, in whole or in part, of the imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Contract Documents or in other services performed by Architect under this Agreement.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct site observations to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided

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§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Land Survey	Owner
§ 4.1.1.31 Geotechnical Engineering	Owner
§ 4.1.1.32 Hazardous Materials	Owner
§ 4.1.1.33 Building Acoustical Design	Not Provided
§ 4.1.1.34 Food Service Equipment and Kitchen Design	Not Provided
§ 4.1.1.35 Input of Existing Facilities for Building Information Model	Not Provided
§ 4.1.1.36 Presentation Materials, Renderings and Animation	Not Provided
§ 4.1.1.37 Public Address Systems, Sound Reinforcement System, Video Systems, Theatrical Lighting	Not Provided
§ 4.1.1.38 Site Entitlement Services	Not Provided
§ 4.1.1.39 Site Feasibility Study	Not Provided
§ 4.1.1.40 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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See attached Exhibit C.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See attached Exhibit C.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Failure of the Contractor to perform their work in accordance with their initial time schedule (with adjustments due to weather delays) which causes the Architect to provide Contract Administration Services beyond the initial time schedule prepared by the Contractor;

.11 Failure of the Contractor to complete or correct the Work on the list of items attached to the Certificate of Substantial Completion within the Time indicated on the Certificate of Substantial Completion, causing the Architect to extend their service beyond such Time;

.12 Project phasing during the construction period which causes an extended construction time schedule that was not known at the time the Agreement was negotiated;

.13 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.14 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 Additional site visits and review made necessary by the fault of the Contractor, or by defects and deficiencies in the Work.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Attend two (2) construction progress meetings per phase with a maximum of ten (10) site visits total.

.3 One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) site observation for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months from the signed Notice to Proceed, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional or Supplemental Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner and Architect must agree to the reasonableness of these services. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, including Special Instructions and Inspections mandated by building codes, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of, observes or otherwise acquires knowledge of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, Owner shall have no obligation or duty to investigate whether such faults or defects exist.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§5.16 The Owner shall provide to the Architect any Owner required (1) procurement information and forms; (2) form of agreement between the Owner and Contractor; (3) Conditions of the Contract for Construction (General, Supplementary, and other Conditions); (4) sample forms; and (5) contractual, procurement and construction requirements (usually referred to as "front end" documents) for inclusion into the Project Manual.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, surveys, geotechnical reports, construction material testing, mechanical testing and balancing, financing, or unused contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and updated Opinion of Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Opinion of Probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the Opinion of Probable Cost of the Work to meet the Owner's budget. The Architect's Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed Opinion of Probable Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

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.3 terminate in accordance with Section 9.5;

.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, occupying, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, using a mutually agreed upon mediator. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction,

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 DELETED

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred prior to termination.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute

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certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Architect, the Architect's consultants, or any other party encounters any hazardous toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Owner agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract of warranty, tort including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Owner and the Architect understand, acknowledge and agree that the Architect shall be acting as in independent contractor at all times during the performance of this Agreement and no provisions or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Lump Sum of $29,600.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly per Exhibit B "Parkhill Hourly Rate Schedule" or a mutually agreed Lump Sum Fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per Exhibit B "Parkhill Hourly Rate Schedule" attached hereto, plus Reimbursable Expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

1. Measured Drawings	$16,812
2. Roof Construction Docs	$5,433
3. Exterior Siding & Windows Construction Docs	$5,993
4. THC Coordination	$681
5. Permit and Regulatory Review	$681

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Architect's most recent Opinion of Probable Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. Work during the design and procurement phases. The Cost of the Work used to determine the compensation for Basic Services will be adjusted at the end of the Procurement Phase to reflect the actual cost established in the Owner-Contractor Agreement and then again at the completion of the Construction Phase established with the final Change Order.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit B.

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 No additional cost.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the Owner requires additional types and limits of insurance coverage provide by Exhibit A in Section 2.5, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the Owner's requirements, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments are due and payable pursuant to Texas Prompt Payment Act, Texas Government Code, 2251.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.3 Security and Fraud Prevention

§ 11.10.3.1 Be aware that phishing attempts, email scams, and other fraudulent activities targeting financial transactions are increasing common. Architect will never request changes to payment instructions via email without prior verification. If Owner receives any communications requesting wire transfers, payment changes, or sensitive financial information, do not respond to or act on it until you have confirmed the request directly with Architect's accounting department by phone (806 473-2200) using this known, verified number.

§ 11.10.3.2 Owner agrees that Architect shall not be responsible for losses resulting from payments sent to unauthorized accounts due to phishing or fraudulent instructions. It is Owner's responsibility to verify all payment instructions before initiating any transfer.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§12.1 Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)\

None

§12.1.1 Accessibility – Texas Accessibility Standard (TAS)

The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) for projects in the State of Texas, and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The Owner further acknowledges that the ADA is a Civil Rights law and not a building code and does not have prescriptive language. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the

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Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the Project.

§12.1.2 All projects in the State of Texas must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with TAS requirements. The Architect will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the project TDLR requires an inspection of the project for compliance confirmation. However, the Architect cannot and does not warrant or guarantee that different rules and or interpretation may be applied to the Owner's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review will be additional services. Architect's plan review and inspection basis of compensation will be time and materials unless otherwise specified.

§12.2.1 Delivery of Digital Data
In accepting and utilizing any form of digital data generated and furnished by the Architect, the Owner agrees that all such digital data are Instruments of Service of the Architect. The Owner is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the Architect and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

§12.2.2 Digital data created by the Architect through the application of software licensed for the sole and exclusive use by the Architect will be furnished to the Owner in read-only format. The Owner is responsible to obtain and maintain software licenses as appropriate for the use of digital data provided by the Architect.

§12.2.3 Under no circumstances shall delivery of digital data for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's use or reuse of the digital data.

§12.3 Delays
§12.3.1 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

§12.3.2 In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to a reasonable adjustment in schedule and compensation.

§12.4 Merger, Waiver, Survival and Severability. Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated Agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions.

One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same of any provisions. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as a follows: (a) if any provision of this Agreement is held to be unenforceable, that

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provision will not be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

§12.5 Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

§12.6 Maintenance/Wear and Tear. Both the Owner and Architect acknowledge that the Owner, and only the Owner, is responsible for maintenance, wear and tear on the project upon substantial completion. The Owner is responsible for providing routine inspections and maintenance of the project to maintain a safe and weather-tight facility. Should the Owner fail to provide routine inspections and maintenance, and damage occur to the project, the Architect is not responsible for any such resultant damage.

§12.7 Betterment. If, due to an omission by the Architect, any required item or component of the Project is omitted from the Construction Documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise add value or betterment to the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Architect's Insurance Certificates
Exhibit B – Parkhill Hourly Rate Schedule
Exhibit C – James Wright House Construction Documents Proposal

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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User Notes: (6abbb8531025b1c55670744e)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY:	BY: Michael Howard, AIA, AICP Divisional Director | Community
(Printed name and title)	*(Printed name, title, and license number if required)*

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.texas.gov has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas."

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User Notes: (6abbb8531025b1c55670744e)

EXHIBIT A

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company a division of Brown & Brown 5850 Granite Parkway, Suite 350 Plano, TX 75024	**CONTACT NAME:** TX Certificate Request **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** 2305-rsccertrequest@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Travelers Casualty and Surety Co of Amer	31194
INSURED Parkhill 4222 85th St. Lubbock TX 79423	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 92041419 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Liability		✓	106653747	1/10/2026	1/10/2027	Per Claim	$2,000,000
							Annual Aggregate	$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
RE: Project #48679.26, Parker County James Wright House.

CERTIFICATE HOLDER

Parker County
Attn: Hon. Judge Pat Deen
1 Courthouse Square
Weatherford TX 76086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Bryant

Hillary Bryant

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This certificate cancels and supersedes ALL previously issued certificates.

EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dee Bartlett	
Sanford & Tatum Insurance Agency	PHONE (A/C, No, Ext): (806) 792-5564	FAX (A/C, No): (806) 792-9344
PO Box 64790	E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com	
Lubbock TX 79464	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co	25623
INSURED	INSURER B : Charter Oak Fire Ins. Co	25615
Parkhill, Smith & Cooper, Inc.	INSURER C : Travelers Property Casualty Co. of America	25674
4222 85th Street	INSURER D : Farmington Casualty	41483
	INSURER E :	
Lubbock TX 79423	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6305H948872	09/30/2025	09/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA4N167444	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP5H948872	09/30/2025	09/30/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5H948872	09/30/2025	09/30/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 48679.26 - Parker County James Wright House
The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.The General Liability,Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER

Parker County
Attn: Hon. Judge Pat Deen
1 Courthouse Square
Weatherford TX 76086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dianah Tatum

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EXHIBIT A

AGENCY CUSTOMER ID: 00016178

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Alera Group	**NAMED INSURED** Parkhill, Smith & Cooper, Inc.
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess/Umbrella is follow-form over the General Liability, Automobile Liability and Employers Liability. Named Insured's General liability and Auto liability policy is Primary & Non-Contributory if/when required by written contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. **Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**



If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

    b. A sidetrack agreement;

    c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

    (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

        (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

        (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB5H948872

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 08-28-2025 ST ASSIGN:

POLICY NUMBER: P-630-5H948872 ISSUE DATE: 08-28-2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)

ADDRESS:
THE ADDRESS FOR THAT PERSON OR
(CONTINUED ON IL T8 03)
LUBBOCK
TX
79423

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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POLICY NUMBER: 630-5H948872 GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

POLICY NUMBER: BA-4N167444 ISSUE DATE: 08-28-2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (B)

POLICY NUMBER: UB-5H948872

AMENDED CANCELLATION CONDITION ENDORSEMENT

The following modifies **PART SIX – CONDITIONS, D. Cancellation**, Paragraph **2.**, or any endorsement forming a part of this policy that amends such condition:

If we cancel or do not renew this policy, we will mail or deliver to you written notice stating when such cancellation or nonrenewal is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We will mail or deliver that notice:

a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or

b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days required by applicable law.

SCHEDULE

NUMBER OF DAYS 60

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by_____

DATE OF ISSUE: ST ASSIGN: Page 1 of 1

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EXHIBIT B

Parkhill
Hourly Rate Schedule
January 1, 2026 through December 31, 2026

Client: Parker County **Project:** James Wright House Construction Documents

Agreement Date: **Location:** Parker County

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$84.00
SUPPORT STAFF II	$97.00
SUPPORT STAFF III	$134.00
SUPPORT STAFF IV	$142.00
SUPPORT STAFF V	$157.00
SUPPORT STAFF VI	$171.00
PROFESSIONAL LEVEL I	
Architect	$171.00
Civil Engineer	$184.00
Electrical Engineer	$185.00
Interior Designer	$158.00
Landscape Architect	$158.00
Mechanical Engineer	$177.00
Structural Engineer	$176.00
Survey Tech	$149.00
Other Professional	$155.00
PROFESSIONAL LEVEL II	
Architect	$185.00
Civil Engineer	$207.00
Electrical Engineer	$210.00
Interior Designer	$166.00
Landscape Architect	$166.00
Mechanical Engineer	$203.00
Structural Engineer	$200.00
Survey Tech	$163.00
Other Professional	$164.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$210.00
Civil Engineer	$254.00
Electrical Engineer	$244.00
Interior Designer	$182.00
Landscape Architect	$196.00
Mechanical Engineer	$237.00
Structural Engineer	$244.00
Survey Tech	$190.00
Other Professional	$180.00
PROFESSIONAL LEVEL IV	
Architect	$256.00
Civil Engineer	$296.00
Electrical Engineer	$285.00
Interior Designer	$200.00
Landscape Architect	$213.00
Mechanical Engineer	$277.00
Structural Engineer	$282.00
Survey Tech	$231.00
Other Professional	$213.00
PROFESSIONAL LEVEL V	
Architect	$310.00
Civil Engineer	$351.00
Electrical Engineer	$344.00
Interior Designer	$239.00
Landscape Architect	$259.00
Mechanical Engineer	$332.00
Structural Engineer	$310.00
Professional Land Surveyor	$262.00
Other Professional	$237.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$327.00
Civil Engineer	$352.00
Electrical Engineer	$346.00
Interior Designer	$259.00
Landscape Architect	$277.00
Mechanical Engineer	$335.00
Structural Engineer	$314.00
Professional Land Surveyor	$293.00
Other Professional	$270.00
PROFESSIONAL LEVEL VII	
Architect	$417.00
Civil Engineer	$425.00
Electrical Engineer	$412.00
Interior Designer	$356.00
Landscape Architect	$356.00
Mechanical Engineer	$396.00
Structural Engineer	$415.00
Professional Land Surveyor	$355.00
Other Professional	$341.00

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026.
After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

END OF EXHIBIT

KOMATSU
ARCHITECTURE

Hon. Judge Pat Deen
Parker County
pat.deen@parkercountytx.com
817.598.6148

3/2/2026 - Revised

Phased Construction Documents for the historic James Wright House

Judge Deen –
On behalf of Komatsu Architecture, I am pleased to provide the following architectural and engineering services proposal for the James Wright House, located at 202 West Oak Street, Weatherford, TX 76086.

The Jim Wright house is a Queen Anne style home located near the historic downtown in Weatherford, Texas. Built between 1897 and 1899, the house consists of two stories totaling approximately 3,891 square feet. The historic fabric of the home is largely still intact. A small remodel which included renovating the kitchen and enclosing the back porch was completed in 1905. There was an addition added to the back of the house, likely sometime in the 1950s, and a significant restoration effort changed many of the wall finishes in the 1980s.The building was a private residence until 2009, when it was sold to the City of Weatherford, who used it as office space until 2017. It was recently acquired by the Parker County Historical Commission, who also plan to use it as office space.

The Jim Wright house is notable not just for its architecture, but also because it was the childhood home of U.S. Speaker of the House James Claude (Jim) Wright, Jr. His parents bought the home from Nannie Hauser in 1940, and it remained in the Wright family until 1972. Because of this association, the house was designated a Recorded Texas Historic Landmark in 2012. There has been discussion of pursuing a nomination for the National Register of Historic Places, but the owners are not moving forward with that at this time.

Komatsu completed a Conditions Assessment of the structure in November 2025. Next steps include measuring the building to develop accurate Existing Conditions drawings and developing a rehabilitation set of drawings and specifications for bidding purposes.

KOMATSU
ARCHITECTURE

CONSTRUCTION DOCUMENTS

PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES

Komatsu recommends a phased approach for the development of construction drawings and specifications for the James Wright house. This will streamline the County's ability to undertake the bidding and construction work as funds are available. Engineering disciplines will be engaged by phase as required. The urgent phases include:

- Phase 1. Measured Drawings
- Phase 2. Roof Replacement
- Phase 3. Exterior Siding & Windows

Future phases that should also be considered are:

- Phase 4. Foundation & Accessibility
- Phase 5. Interior Rehabilitation

Refer to Komatsu's 11.2025 "Jim Wright House - Evaluation of Existing Conditions & Recommendations" report for further explanation.

Phase 1. Measured Drawings

Record drawings of the house are not available. To move forward with construction drawings, the house must be measured and drawn to illustrate existing conditions.

Komatsu has the technology to three-dimensionally scan existing buildings. Scanning supplements and condenses the hours required to measure and document an existing building. The Scanner uses LiDAR technology to bounce hundreds of laser beams around a space resulting in a digital point cloud that is dimensionally accurate to 1/16". The point cloud is then used to develop a three-dimensional Revit model.

Phase 2 – 5. Phased Construction Documents

Each phase outlined above will include construction drawing / specification preparation and construction administration. The sections below outline the tasks included:

Construction Drawing and Specification Preparation

Komatsu will provide construction documents including drawings and specifications based on what is needed to illustrate each phase. All sheet types may not apply to all phases. The initial assessment report will serve as the basis of design repair scope. The components of each phase will be further reviewed to develop the construction documents. An analysis of applicable building codes, life safety code, and Texas Accessibility Standards will also be incorporated. Drawings may include the following:

- Floor Plans
- Exterior Elevations

- Enlarged Plans
- Window and Door schedules and details
- Interior Elevations
- Finish Schedule
- Specifications necessary for construction

Draft documents will be provided to the County at 50% and 90% completion for review and comment. Virtual or in-person review meetings will also be held with the County's designated representatives.[1] Construction documents will be delivered in digital PDF format for review.

Bid Solicitation and Negotiation

Komatsu will assist the County with preparing bid solicitations for each phase of work. Komatsu will also assist with reviewing and scoring the contractor's bid proposals.

Komatsu recommends using the Construction Manager at Risk (CMaR) construction delivery methods as allowed by the Texas Government Code. An RFP can be posted for the CMaR scope of work in narrative format. Contractors will submit proposals with a draft Guaranteed Maximum Price. A contractor will be selected based off "Best Value" which includes both efficient fees and experience with similar historic projects. Under this contract type, the construction scope of work will not need to be re-bid for each phase of construction. The GMP will also be finalized by phase.

Construction Administration

Attend two (2) construction progress meetings per phase with a maximum of ten (10) site visits total. The contractor is to be responsible for formal meeting minutes. Komatsu will provide field observation reports to Owner. Komatsu will also perform the following construction administration task:

a. Review of construction submittals, mock-ups, and RFIs
b. Preparation of ASIs if required
c. Monthly review of contractor's pay applications
d. Review of contractor supplied closeout record documentation

[1] Note that client generated and approved changes requiring modification of project design / scope of work after 50% progress submittal will be invoiced on an hourly rate basis.

Permitting & Regulatory Review

Komatsu will submit the final construction documents to the appropriate permitting and review authorities, including:

a. Texas Historical Commission (THC) Coordination – Submit construction documents to the THC for RTHL review. The THC will determine if the rehabilitation design complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
b. City of Weatherford - Submit construction documents for City plan review and permitting prior to bidding and provide plan adjustments as needed. City fees are NOT included in architectural fee and will be an additional cost for each phase.
c. Texas Department of Licensing and Regulation (TDLR) for Texas Accessibility Standards review - Submit construction documents for TDLR accessibility compliance review. TDLR fees and Registered Accessibility Specialist fees are NOT included in architectural fee and will be an additional cost for each phase.

Engineering and Consultant Services

The following engineers and consultants will be consulted with approval by the County / Owner on a recommended need basis:

- Structural Engineer: Salas O'Brien
- Mechanical / Electrical / Plumbing Engineers: DBR
- Civil Engineer: Gessner Engineering
- Accessibility Consultant: GAP Consultants

Engineering Fees will be finalized as each phase is authorized.

ARCHITECTURE FEE SUMMARY

The attached spreadsheet provides a detailed breakdown of the architectural fee by phase. Each phase is a lump sum fee inclusive of all expenses.

PAYMENT TERMS

Invoices will be submitted monthly based on progress of work. Payments are due within 30 days of the invoice date.

OWNER RESPONSIBILITES

The owner will be required to provide the following reports and testing to inform the architectural and engineering team. The work outlined below is outside of the scope of the project described herein:

- Access to building
- Available construction drawings, photos, etc. of the building
- Available maintenance and prior project documentation

- Topographical Survey including major site features and locations of existing utilities. Komatsu can assist with defining the scope of the survey.
- Hazardous Materials Survey including lead and asbestos containing materials
- Geotechnical Survey including investigation of soils at all intended project sites, testing, and report with recommendations if required by structural engineer.
- Permitting and Regulatory Fees
- Additional fees for consultant engineers as required.

EXCLUSIONS

The project scope of work excludes the following:

- Architectural services not identified in scope
- Opinion of Probable Cost / Cost Estimates
- Engineering services not identified in scope
- Construction administration services not identified in scope
- Record / As-Built Documentation
- Topographical Survey, refer Owner Responsibilities
- Hazardous Materials Survey, refer Owner Responsibilities
- Geotechnical reports, refer Owner Responsibilities
- Material Testing and Inspections as required by the building code will be outlined in the specifications and coordinated by the contractor during construction. The fees associated with the required tests and inspections are not included in the fee.
- Fees /costs associated with construction permitting or other regulatory fees
- LEED documentation and/or certification
- Printing and physical copies of drawings

TERMS OF AGREEMENT

This proposal is based on AIA Document B101-2017 Standard Form of Agreement between the Owner and Architecture. Once a Notice to Proceed is received, Komatsu will draft the contract agreement. Each phase of work can be authorized by the County one at a time as funding becomes available. The base contract will be amended to reflect the authorization.

Komatsu appreciates the opportunity to submit this proposal for professional architectural services. Please sign where indicated below and return one copy of the proposal as your authorization to proceed. This proposal is valid for 60 days. If you have any questions, please do not hesitate to call.

ACCEPTED FOR:
Komatsu Architecture

Karl A. Komatsu, RA
President, Komatsu Architecture

ACCEPTED FOR:
James Wright House Rehabilitation

Hon. Pat Deen
Parker County Judge

Komatsu Architecture Fee Proposal - Revised

Jim Wright House Construction Documents
3.2.2026

Activity	Labor and Hourly Rates									TOTAL
	Project Manager	Preservation Architect	Historic Preservation Specialist							
	$ 194.70 /hr	$ 170.20 /hr	$ 110.00 /hr	$ - /hr	$ - /hr	$ - /hr	$ - /hr	$ - /hr	$ - /hr	
Architecture										
1. Measured Drawings										
1a. 3D Scanning & Drone		16	16							$ 4,483
1b. Detailed Field Observations & Assessment		24	24							$ 6,725
1c. BIM Model for Base Measured Drawings		20	20							$ 5,604
1. Arch Subtotal										$ 16,812
2. Roof Construction Docs	2	10	10							$ 3,191
2a. Construction Administration		8	8							$ 2,242
2. Arch Subtotal										$ 5,433
3. Exterior Siding & Windows Construction Docs	2	10	10							$ 3,191
3a. Construction Administration		10	10							$ 2,802
3. Arch Subtotal										$ 5,993
6. THC RTHL Review Coordination		4								$ 681
7. City HP Review & TDLR Registration		4								$ 681
Total Architectural Hours	4	66	58							
Architecture Fee Only										$ 29,600
Additional Services - Consultants										
Registered Accessibility Specialist (RAS)	*A RAS is required to review and submit a report to TDLR for all construction projects over $50,000. This applies to every phase above. Fee typically $1500 - $2000 per phase. This fee exluded for the architecture fee above.*									***TBD***
**NOTE: Engineering consultants have been excluded based on Owner's Rep. request.*										

END OF EXHIBIT

AGENDA ITEM NO. 10.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Kim Rivas, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	Approve PowerSmith Generator Maintenance Agreement. (Kim Rivas / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
PowerSmith Generator Agmt. summary.pdf

Parker County Purchasing

Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 26, 2026

To: Officers of the Commissioner's Court

Subject: PowerSmith Generator Services Agreement / NTX Generator Maintenance Agreement (Kim Rivas / Judge Deen).

Discuss and authorize the county judge to execute the NTX Generator Maintenance / PowerSmith Generator Services Agreement (Kim Rivas / Judge Deen).

NTX-POWER
HOME STANDBY GENERATORS

TO:	Parker County IT 1112 Santa Fe Dr. Weatherford, TX 76086	**QUOTATION:**	20260728- Parker County
		DATE:	July 28, 2026
ATTN:	Matt & Tim	**REFERENCE:**	Parker County Generator/s PMI & Annual Service

We are pleased to submit the following prices for goods and/or services subject to NTX-Power' terms and conditions. Your order will receive our prompt attention.

ITEM	QTY		DESCRIPTION	UNIT PRICE	TOTAL
A1	10		Quarterly PMI, Inspect Engine, Electrical, Mechanical, Fuel, Battery, Operation, & Load Test. Manual load test to be performed on tower stations.	$185.00ea	$1,850.00 Qtr.
A2	10		Annual Service: Replace Oil, Oil Filter, Fuel Filter/s, Air Filter and PM Inspection.	$510.00ea	$5,100.00 Yr.
A3	A/N		Repairs requiring replacement parts or additional labor shall be quoted separately and performed only upon Parker County approval.	As Needed	As Needed

TERMS	Net 30
SHIPMENT	N/A
FOB POINT	Destination.
SALES TAX	N/A
NOTES	NTX-Power shall provide all labor, supervision, tools, test equipment, and consumable materials necessary to perform quarterly preventative maintenance inspections and operational testing of Parker County's emergency standby generator systems. Services shall be performed in accordance with manufacturer recommendations, applicable NFPA standards, and industry best practices to ensure each emergency power system remains reliable and ready for operation during utility power failures.

Brandon Mitchell: _____ Date: _____

Parker County Representative: _____Date: _____

214-888-8170 |
info@powersmith.net

QUARTERLY PREDICTIVE MAINTENANCE AGREEMENT

Parker County

Preventive & Predictive Maintenance Agreement (PMA)

Prepared For: Matthew Miller
Parker County IT
Cell: 682-246-9348
matthew.miller@parkercountytx.com

Parker County
Weatherford, Texas
Office: 817-598-6008

Date: 8/14/2026

Prepared by: Shane Smith, PowerSmith Generator Services
Contact: 214-888-8170 | info@powersmith.net | www.powersmith.net

214-888-8170 |
info@powersmith.net

QUARTERLY PREDICTIVE MAINTENANCE AGREEMENT

Executive Summary

PowerSmith Generator Services is a Dallas–Fort Worth based emergency power service provider specializing in the maintenance, diagnostics, repair, testing, and operational support of standby generator systems and associated transfer equipment.

PowerSmith supports commercial, municipal, medical, industrial, and critical infrastructure customers throughout North Texas with a focus on reliability, rapid response, and long-term operational readiness.

Our team provides:

- Preventive maintenance services
- Emergency repair response
- Generator diagnostics and troubleshooting
- ATS diagnostics and repair
- Load-bank testing coordination
- NFPA 110 inspection support
- Startup and commissioning services
- Fuel, cooling, and electrical system diagnostics
- OEM-compliant service procedures

PowerSmith technicians bring extensive generator industry experience and maintain training associated with major generator manufacturers and industry standards.

Our company operates a fully equipped field service fleet stocked with commonly required repair materials, maintenance supplies, electrical testing equipment, and support tooling to reduce downtime and improve response efficiency.

PowerSmith maintains service relationships with municipalities, medical facilities, commercial properties, and long-term care facilities throughout the Dallas–Fort Worth region.

Our operational philosophy is simple:

Reliability is not optional.

PowerSmith’s mission is to help customers maintain emergency power systems that are ready to perform when needed most.

214-888-8170 |
info@powersmith.net

QUARTERLY PREDICTIVE MAINTENANCE AGREEMENT

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1. Introduction and Agreement Terms ..... Page 4

2. Services Provided by PowerSmith ..... Page 4

3. Services to Be Performed by Owner ..... Page 5

4. Payment for Services ..... Page 5

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6. Term and Termination of Agreement ..... Page 6

7. PowerSmith Responsibility Limitations ..... Page 6

8. General Provisions ..... Page 6

9. Final Notes ..... Page 7

10. Equipment Covered Under this Agreement ..... Page 8

11. Standard and Preferred Customer Rates ..... Page 8

12. Acceptance and Signature Section ..... Page 9

214-888-8170 |
info@powersmith.net

QUARTERLY PREDICTIVE MAINTENANCE AGREEMENT

1. Introduction and Agreement Terms:

This Preventive & Predictive Maintenance Agreement ("Agreement") is entered into by PowerSmith Generator Services ("PowerSmith") and Parker County ("Owner") for the purpose of providing preventive maintenance services for the standby generator systems covered under this Agreement.

The purpose of this Agreement is to support reliable equipment operation, reduce the likelihood of unexpected failures, and provide ongoing maintenance support for the covered standby power systems.

PowerSmith will perform the services outlined in this Agreement during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise coordinated.

Scheduled maintenance services under this Agreement will be performed quarterly.

2. Services Provided by PowerSmith:

PowerSmith will perform the following services during scheduled maintenance visits for the equipment covered under this Agreement:

- Visually inspect generator systems and surrounding areas
- Inspect engine, fuel, cooling, exhaust, and electrical systems
- Inspect belts, hoses, batteries, battery chargers, and starting systems
- Check fluid levels and inspect for leaks or abnormal conditions
- Verify proper operation of controls, gauges, and safety systems
- Exercise and test run generators during scheduled service visits
  - Perform annual two-hour resistive load-bank testing on diesel-powered generator sets, with operating readings documented during the test
- Record operating readings during testing
- Inspect automatic transfer switch operation where possible

- Adjust voltage and frequency settings as required
- Replace engine oil and applicable filters annually
- Replace standard air and fuel filters as required
- Provide standard lubricants and consumables required for scheduled maintenance
- Provide written service reports detailing equipment condition and any recommended repairs or maintenance items

3. Services to Be Performed by Owner:

The Owner shall continue normal operational oversight of the equipment between scheduled maintenance visits, including:

- Exercising generator systems regularly
- Monitoring fuel, oil, and coolant levels
- Monitoring for alarms, leaks, or abnormal operating conditions
- Providing PowerSmith access to equipment covered under this Agreement

4. Payment for Services:

The Owner agrees to pay PowerSmith for the services outlined in this Agreement based on the following annual pricing structure (sales tax shown below):

Quarterly PM Inspections - 10 Generators (4 Visits Annually)	$4,200.00
Annual Oil & Filter Service - 10 Generators	$2,600.00
Annual 2-Hour Load Bank Testing - 4 Diesel Units	$1,700.00
Annual Contract Subtotal	**$8,500.00**
Texas Sales Tax - Texas Local Government Exemption	$0.00
TOTAL ANNUAL CONTRACT PRICE, INCLUDING TAX	**$8,500.00**

Invoices shall be issued quarterly unless otherwise agreed upon in writing.
Any repairs, specialty parts, corrective work, or services outside the scope of this Agreement will be quoted separately and submitted for approval prior to work being performed.

Terms of payment are Due Upon Receipt of Invoice.

Payments shall be made to:

PowerSmith Generator Services
PO Box 173954
Arlington, TX 76017

5. Emergency Service:

PowerSmith provides 24-hour emergency service support for customers under an active maintenance agreement.
Emergency service work outside the scope of this Agreement will be billed at current published labor and mileage rates.
Customers with an active Preventive Maintenance Agreement receive preferred scheduling priority for emergency service requests.

6. Term and Termination of Agreement:

This Agreement shall remain in effect for a period of one (1) year from the date of execution and shall automatically renew for successive one-year terms unless terminated in writing by either party at least sixty (60) days prior to renewal.
PowerSmith may review pricing annually and provide written notice of any pricing adjustments prior to renewal.
Either party may terminate this Agreement with sixty (60) days written notice.

7. PowerSmith Responsibility Limitations:

PowerSmith shall not be liable for damage or failure resulting from misuse, negligence, unauthorized modifications, improper installation by others, Acts of God, utility-related issues, or circumstances beyond PowerSmith's reasonable control.
PowerSmith shall not be responsible for indirect or consequential damages, including loss of business, loss of revenue, or damages resulting from equipment failure or delayed response. PowerSmith's liability under this Agreement shall be limited to the value of services provided under this Agreement.

8. General Provisions:

This Agreement shall be governed by the laws of the State of Texas.
The Owner agrees to notify PowerSmith of any ownership changes, relocation of equipment covered under this Agreement, or significant modifications to the covered systems. This Agreement represents the entire understanding between both parties and may only be modified in writing signed by both parties. A Certificate of Insurance will be provided upon request.

9. Final Notes:

PowerSmith warrants workmanship performed under this Agreement for a period of ninety (90) days from the date of service. Manufacturer warranties on parts and components shall remain subject to the original manufacturer's terms and conditions.
PowerSmith will furnish standard filters, lubricants, and maintenance consumables required for scheduled maintenance services covered under this Agreement.
Used filters, fluids, and related maintenance materials will be removed and disposed of in accordance with applicable environmental regulations.
Optional services such as fluid analysis are available upon request and may be recommended based on equipment condition and operating requirements.

10. Equipment Covered Under this Agreement

Equipment Location	Serial Number	Model Number	kW	Service Frequency
11000 Old Agnes Road Springtown, TX	TBD	Generac 9306580100	15	Quarterly
11000 Old Agnes Road Springtown, TX	TBD	Generac 9306580100	15	Quarterly
215 Trinity Street Weatherford, TX	TBD	Katolight D105FDJ4	105	Quarterly + Annual LB
1111 FM 1189 Weatherford, TX	TBD	Generac SD35	35	Quarterly
129 Hogle Street Weatherford, TX	TBD	Cummins DEEJ-5857376	450	Quarterly + Annual LB
3601 W. FM 5 Aledo, TX	TBD	Generac 9306580100	15	Quarterly
9400 Mineral Wells Hwy Weatherford, TX	TBD	Generac 9306580100	15	Quarterly
1112 Santa Fe Drive Weatherford, TX	TBD	Katolight SED125FPJ4T3	125	Quarterly + Annual LB
1145 Upper Denton Road Weatherford, TX	TBD	Generac SD35	35	Quarterly
12000 S. FM 730 Azle, TX	TBD	Cummins - Model TBD	35	Quarterly + Annual LB

Note: Old Agnes Road contains two (2) Generac 15 kW units, shown separately above. All serial numbers are TBD and will be verified during initial service. The model number for the new Cummins 35 kW unit is also TBD. Annual two-hour resistive load-bank testing applies only to the four diesel-powered units.

Annual Contract Subtotal: $8,500.00
Texas Sales Tax: $0.00 (Texas local government exemption)
Total Annual Contract Price Including Tax: $8,500.00

11. Standard and Preferred Customer Rates

Customers with an active Preventive Maintenance Agreement receive preferred labor and mileage rates for emergency service and corrective repairs performed outside the scope of this Agreement.

Service	Preferred Customer Rate
Standard Labor	**$155.00/hr**
Overtime Labor	**$232.50/hr**
Sunday & Holiday Labor	**$310.00/hr**
Mileage (Up to 1-Ton Vehicle)	**$2.35/mile**
Mileage (Over 1-Ton Vehicle)	**$2.75/mile**

12. Acceptance and Signature Section:

By signing below, the undersigned acknowledge and accept the terms and conditions outlined in this Preventive & Predictive Maintenance Agreement and authorize PowerSmith Generator Services to perform the services described herein.

Accepted By:

Shane Smith

Director of Service
PowerSmith Generator Services

Signature: _____

Date: 8/14/2026

Pat Deen

Parker County Judge

Parker County

Signature: _____

Date: _____

Purchase Order Number (If Applicable): _____

NTX-POWER
HOME STANDBY GENERATORS

TO:	Parker County IT 1112 Santa Fe Dr. Weatherford, TX 76086	**QUOTATION:**	20260728- Parker County
		DATE:	July 28, 2026
ATTN:	Matt & Tim	**REFERENCE:**	Parker County Generator/s PMI & Annual Service

We are pleased to submit the following prices for goods and/or services subject to NTX-Power' terms and conditions. Your order will receive our prompt attention.

ITEM	QTY		DESCRIPTION	UNIT PRICE	TOTAL
A1	10		Quarterly PMI, Inspect Engine, Electrical, Mechanical, Fuel, Battery, Operation, & Load Test. Manual load test to be performed on tower stations.	$185.00ea	$1,850.00 Qtr.
A2	10		Annual Service: Replace Oil, Oil Filter, Fuel Filter/s, Air Filter and PM Inspection.	$510.00ea	$5,100.00 Yr.
A3	A/N		Repairs requiring replacement parts or additional labor shall be quoted separately and performed only upon Parker County approval.	As Needed	As Needed

TERMS	Net 30
SHIPMENT	N/A
FOB POINT	Destination.
SALES TAX	N/A
NOTES	NTX-Power shall provide all labor, supervision, tools, test equipment, and consumable materials necessary to perform quarterly preventative maintenance inspections and operational testing of Parker County's emergency standby generator systems. Services shall be performed in accordance with manufacturer recommendations, applicable NFPA standards, and industry best practices to ensure each emergency power system remains reliable and ready for operation during utility power failures.

Brandon Mitchell: _____ Date: _____

Parker County Representative: _____Date: _____

214-888-8170 |
info@powersmith.net

QUARTERLY PREDICTIVE MAINTENANCE AGREEMENT

Parker County

Preventive & Predictive Maintenance Agreement (PMA)

Prepared For: Matthew Miller
Parker County IT
Cell: 682-246-9348
matthew.miller@parkercountytx.com

Parker County
Weatherford, Texas
Office: 817-598-6008

Date: 8/14/2026

Prepared by: Shane Smith, PowerSmith Generator Services
Contact: 214-888-8170 | info@powersmith.net | www.powersmith.net

214-888-8170 |
info@powersmith.net

QUARTERLY PREDICTIVE MAINTENANCE AGREEMENT

Executive Summary

PowerSmith Generator Services is a Dallas–Fort Worth based emergency power service provider specializing in the maintenance, diagnostics, repair, testing, and operational support of standby generator systems and associated transfer equipment.

PowerSmith supports commercial, municipal, medical, industrial, and critical infrastructure customers throughout North Texas with a focus on reliability, rapid response, and long-term operational readiness.

Our team provides:

- Preventive maintenance services
- Emergency repair response
- Generator diagnostics and troubleshooting
- ATS diagnostics and repair
- Load-bank testing coordination
- NFPA 110 inspection support
- Startup and commissioning services
- Fuel, cooling, and electrical system diagnostics
- OEM-compliant service procedures

PowerSmith technicians bring extensive generator industry experience and maintain training associated with major generator manufacturers and industry standards.

Our company operates a fully equipped field service fleet stocked with commonly required repair materials, maintenance supplies, electrical testing equipment, and support tooling to reduce downtime and improve response efficiency.

PowerSmith maintains service relationships with municipalities, medical facilities, commercial properties, and long-term care facilities throughout the Dallas–Fort Worth region.

Our operational philosophy is simple:

Reliability is not optional.

PowerSmith’s mission is to help customers maintain emergency power systems that are ready to perform when needed most.

214-888-8170 |
info@powersmith.net

QUARTERLY PREDICTIVE MAINTENANCE AGREEMENT

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2. Services Provided by PowerSmith ..... Page 4

3. Services to Be Performed by Owner ..... Page 5

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7. PowerSmith Responsibility Limitations ..... Page 6

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9. Final Notes ..... Page 7

10. Equipment Covered Under this Agreement ..... Page 8

11. Standard and Preferred Customer Rates ..... Page 8

12. Acceptance and Signature Section ..... Page 9

214-888-8170 |
info@powersmith.net

QUARTERLY PREDICTIVE MAINTENANCE AGREEMENT

1. Introduction and Agreement Terms:

This Preventive & Predictive Maintenance Agreement ("Agreement") is entered into by PowerSmith Generator Services ("PowerSmith") and Parker County ("Owner") for the purpose of providing preventive maintenance services for the standby generator systems covered under this Agreement.

The purpose of this Agreement is to support reliable equipment operation, reduce the likelihood of unexpected failures, and provide ongoing maintenance support for the covered standby power systems.

PowerSmith will perform the services outlined in this Agreement during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise coordinated.

Scheduled maintenance services under this Agreement will be performed quarterly.

2. Services Provided by PowerSmith:

PowerSmith will perform the following services during scheduled maintenance visits for the equipment covered under this Agreement:

- Visually inspect generator systems and surrounding areas
- Inspect engine, fuel, cooling, exhaust, and electrical systems
- Inspect belts, hoses, batteries, battery chargers, and starting systems
- Check fluid levels and inspect for leaks or abnormal conditions
- Verify proper operation of controls, gauges, and safety systems
- Exercise and test run generators during scheduled service visits
  - Perform annual two-hour resistive load-bank testing on diesel-powered generator sets, with operating readings documented during the test
- Record operating readings during testing
- Inspect automatic transfer switch operation where possible

- Adjust voltage and frequency settings as required
- Replace engine oil and applicable filters annually
- Replace standard air and fuel filters as required
- Provide standard lubricants and consumables required for scheduled maintenance
- Provide written service reports detailing equipment condition and any recommended repairs or maintenance items

3. Services to Be Performed by Owner:

The Owner shall continue normal operational oversight of the equipment between scheduled maintenance visits, including:

- Exercising generator systems regularly
- Monitoring fuel, oil, and coolant levels
- Monitoring for alarms, leaks, or abnormal operating conditions
- Providing PowerSmith access to equipment covered under this Agreement

4. Payment for Services:

The Owner agrees to pay PowerSmith for the services outlined in this Agreement based on the following annual pricing structure (sales tax shown below):

Quarterly PM Inspections - 10 Generators (4 Visits Annually)	$4,200.00
Annual Oil & Filter Service - 10 Generators	$2,600.00
Annual 2-Hour Load Bank Testing - 4 Diesel Units	$1,700.00
Annual Contract Subtotal	**$8,500.00**
Texas Sales Tax - Texas Local Government Exemption	$0.00
TOTAL ANNUAL CONTRACT PRICE, INCLUDING TAX	**$8,500.00**

Invoices shall be issued quarterly unless otherwise agreed upon in writing.
Any repairs, specialty parts, corrective work, or services outside the scope of this Agreement will be quoted separately and submitted for approval prior to work being performed.

Terms of payment are Due Upon Receipt of Invoice.

Payments shall be made to:

PowerSmith Generator Services
PO Box 173954
Arlington, TX 76017

5. Emergency Service:

PowerSmith provides 24-hour emergency service support for customers under an active maintenance agreement.
Emergency service work outside the scope of this Agreement will be billed at current published labor and mileage rates.
Customers with an active Preventive Maintenance Agreement receive preferred scheduling priority for emergency service requests.

6. Term and Termination of Agreement:

This Agreement shall remain in effect for a period of one (1) year from the date of execution and shall automatically renew for successive one-year terms unless terminated in writing by either party at least sixty (60) days prior to renewal.
PowerSmith may review pricing annually and provide written notice of any pricing adjustments prior to renewal.
Either party may terminate this Agreement with sixty (60) days written notice.

7. PowerSmith Responsibility Limitations:

PowerSmith shall not be liable for damage or failure resulting from misuse, negligence, unauthorized modifications, improper installation by others, Acts of God, utility-related issues, or circumstances beyond PowerSmith's reasonable control.
PowerSmith shall not be responsible for indirect or consequential damages, including loss of business, loss of revenue, or damages resulting from equipment failure or delayed response. PowerSmith's liability under this Agreement shall be limited to the value of services provided under this Agreement.

8. General Provisions:

This Agreement shall be governed by the laws of the State of Texas.
The Owner agrees to notify PowerSmith of any ownership changes, relocation of equipment covered under this Agreement, or significant modifications to the covered systems. This Agreement represents the entire understanding between both parties and may only be modified in writing signed by both parties. A Certificate of Insurance will be provided upon request.

9. Final Notes:

PowerSmith warrants workmanship performed under this Agreement for a period of ninety (90) days from the date of service. Manufacturer warranties on parts and components shall remain subject to the original manufacturer's terms and conditions.
PowerSmith will furnish standard filters, lubricants, and maintenance consumables required for scheduled maintenance services covered under this Agreement.
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1112 Santa Fe Drive Weatherford, TX	TBD	Katolight SED125FPJ4T3	125	Quarterly + Annual LB
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12000 S. FM 730 Azle, TX	TBD	Cummins - Model TBD	35	Quarterly + Annual LB

Note: Old Agnes Road contains two (2) Generac 15 kW units, shown separately above. All serial numbers are TBD and will be verified during initial service. The model number for the new Cummins 35 kW unit is also TBD. Annual two-hour resistive load-bank testing applies only to the four diesel-powered units.

Annual Contract Subtotal: $8,500.00
Texas Sales Tax: $0.00 (Texas local government exemption)
Total Annual Contract Price Including Tax: $8,500.00

11. Standard and Preferred Customer Rates

Customers with an active Preventive Maintenance Agreement receive preferred labor and mileage rates for emergency service and corrective repairs performed outside the scope of this Agreement.

Service	Preferred Customer Rate
Standard Labor	**$155.00/hr**
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Sunday & Holiday Labor	**$310.00/hr**
Mileage (Up to 1-Ton Vehicle)	**$2.35/mile**
Mileage (Over 1-Ton Vehicle)	**$2.75/mile**

12. Acceptance and Signature Section:

By signing below, the undersigned acknowledge and accept the terms and conditions outlined in this Preventive & Predictive Maintenance Agreement and authorize PowerSmith Generator Services to perform the services described herein.

Accepted By:

Shane Smith

Director of Service
PowerSmith Generator Services

Signature: _____

Date: 8/14/2026

Pat Deen

Parker County Judge

Parker County

Signature: _____

Date: _____

Purchase Order Number (If Applicable): _____

AGENDA ITEM NO. 11.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Purchasing
ITEM TYPE:	Consent â€“ Purchasing
AGENDA SECTION:	PURCHASING:
SUBJECT:	BUY PC27-11 Ballistic Door Panels. (Kim Rivas / Judge Deen)
SUGGESTED ACTION:	

ATTACHMENTS:
BUY PC27-11 Ballistic Door Panels.pdf

Parker County Purchasing
Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 26, 2026

To: Officers of the Commissioner's Court

Subject: **BUY PC27-11 Ballistic Door Panels for PCSO Vehicles**

The Purchasing Agent requests approval for the purchase of **BUY PC27-11 Ballistic Door Panels for PCSO Vehicles** through the Buyboard Coop Contract #814-26 from Dana Safety Supply, Inc. (Kim Rivas / Judge Deen).

AGENDA ITEM NO. A.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #2
ITEM TYPE:	Transportation
AGENDA SECTION:	UPDATE ON TRANSPORTATION PROJECTS:
SUBJECT:	Discuss/Take action on the Shadle Road project engineering services. (Morgan McIlwain / Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. B.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #2
ITEM TYPE:	Transportation
AGENDA SECTION:	UPDATE ON TRANSPORTATION PROJECTS:
SUBJECT:	Discuss/Take action on the Carter Road project engineering and construction phase services. (Morgan McIlwain / Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. C.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #1
ITEM TYPE:	Transportation
AGENDA SECTION:	UPDATE ON TRANSPORTATION PROJECTS:
SUBJECT:	Discuss/Take action on the Church Road project engineering services. (Morgan McIlwain / Commissioner Conley)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. D.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #3
ITEM TYPE:	Transportation
AGENDA SECTION:	UPDATE ON TRANSPORTATION PROJECTS:
SUBJECT:	Discuss/Take action on FM 113 project construction phase services. (Morgan McIlwain / Commissioner Walden)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. A.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, County Judge
ITEM TYPE:	Approval
AGENDA SECTION:	APPROVAL:
SUBJECT:	Discuss/Take action on current Parker County burn ban. (Frank Watson / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. B.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Mark Arnett, Sheriffâ€™s Office
ITEM TYPE:	Approval
AGENDA SECTION:	APPROVAL:
SUBJECT:	Consider/Approve Pryme Infil software trial for the Parker County SWAT team. (Mark Arnett / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
Parker CO Regional SWAT Trial User Agreement.docx

Trial-User Agreement

This Trial-User Agreement ("Agreement") contains the terms and conditions on which **Pryme Infil, Inc., a Delaware corporation** ("Company") provides Trial versions of certain Company product(s) for evaluation and testing in the United States. This Agreement is entered into as of the Effective Date set forth on the signature page below by and between Company and **Parker County Regional SWAT** ("Participant"). This Agreement constitutes an independent and separate agreement, and its terms shall not be incorporated into any other agreement between Company and Participant, including but not limited to: any Live-User Agreement or Master Services Agreement.

1. DEFINITIONS

1.1. "Trial Product" means the Trial version of the Company software provided to Participant generally referred to as "**Pryme Infil: The Command and Control Operating System.**" and the media and Documentation provided by Company to Participant and for which Participant is granted a use license pursuant to this Agreement.

1.2. "Company Data" means data, including any information, in de-identified form that is (a) collected or provided by Participant, or Participant's employees or contractors to Company or its affiliates in connection with use of the Trial Product, (b) generated from Participant's participation and use of the Trial Product, including generic usage or generic transactional data (e.g. how often or how many times users contacted customer support, where on the touch screen users touched etc.) or (c) generated, stored or processed by Company from such input in connection with the Trial Product, including data, such as engagement data, provided in reports to Participant.

1.3. "Documentation" means the user guides and manuals for use of a Trial Product that Company has prepared for use with the Trial Product, including specific instructions and guides set forth within the Trial Product.

1.4. "Intellectual Property Rights" means patent, copyright, trademark, trade secret, and any other intellectual property rights.

1.5. "Update" means a modification, error correction, bug fix, new release (excluding the initial and any subsequent commercial release), or other update to or for Trial Products.

2. USE LICENSE

2.1. Limited License. Company hereby grants and will grant to Participant a royalty-free, non-exclusive, non-transferable license (without the right to sublicense) in the United States:

(i) to access and use the Trial Products under this Agreement solely for internal testing and evaluation purposes by Participant and Participant's employees only, consistent with the limitations specified or referenced in this Agreement, or the Documentation in connection with training and operational exercises; and

(ii) to use the Documentation provided with the Trial Products in support of Participant's authorized use of the Trial Products.

2.2. Restrictions. Participant shall not have direct access to any code to the Trial Products. At all times during the term of this Agreement, the Trial Products shall be located on Company's servers or hosted by a third party as determined by Company in its sole discretion and shall remain under the exclusive control of Company. Participant shall have no right to modify the Trial Products. Participant will not copy or use the Trial Products (including the Documentation) except as expressly permitted by this Agreement. Participant may not relicense, sublicense, assign, rent, or lease the Trial Products or use the Trial Products for third-party training, production use, commercial use of any kind (including but not limited to commercial time-sharing or service bureau use). Participant will not, and will not permit any third party to, reverse engineer, disassemble, or decompile any Trial Product. Participant will not export any Trial Product or derivative thereof. The Trial Products and all performance data and test results relating to the Trial Products are the Confidential Information of Company, and will be treated in accordance with the terms of Section 5.1 of this Agreement. The parties will, to the extent commercially reasonable under the circumstances, cooperate in the enforcement of all Intellectual Property Rights and all rights in Confidential Information against infringers.

2.3. Participant's Reporting Obligations and Notification Obligations. Participant will comply with the reporting and other participation obligations set forth in the relevant Documentation, if any. If Participant is an entity and intends to allow its employees to use the Trial Product, Participant shall notify such employees of the restrictions and obligations contained within this Agreement prior to providing them with access to the Trial Product.

2.4. Ownership. Company retains all right, title, and interest in and to the Intellectual Property Rights in the Trial Products and any derivative works thereof. Participant does not acquire any rights other than the limited license set forth in this Section 2, express or implied, in the Trial Products.

2.5. No Support Services. Company is under no obligation to support the Trial Products in any way, or to provide any Updates to Participant. In the event Company, in its sole discretion, supplies any Update to Participant, such Update shall be deemed Trial Products hereunder and shall be subject to the terms and conditions of this Agreement.

2.6. License Fee. None.

3. DISCLAIMER OF WARRANTY/ DISCLAIMER

3.1. Company does not represent that the Trial Products will meet any expectations or specifications of Participant, or that the Trial Products will be the same as (or operate in the same manner as) hardware or software made generally available by Company. Company makes no representation and assumes no responsibility for the accuracy of information contained on or available through the Trial Product, and such information is subject to change without notice in Company's sole discretion. Further, the results of any testing or operation of the Trial Products by Participant will not constitute representations or warranties of Company or give rise to any rights of reliance or otherwise for the benefit of Participant or any third party. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6.4, ALL TRIAL PRODUCTS, UPDATES, DOCUMENTATION, WORK PRODUCTS, OR SERVICES OF ANY KIND PROVIDED BY COMPANY TO PARTICIPANT UNDER THIS AGREEMENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND AND COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY. Without limitation of the generality of the foregoing, Company hereby disclaims any and all liability for any damage to or other impact on Participant's health, medical condition, equipment, hardware, software, data, including loss of data, or loss or damage to other information or materials, whether or not caused by or related to (either directly or indirectly) Participant's use of the Trial Products, including but not limited to claims relating to faulty, malfunctioning, or inoperable Trial Products. PARTICIPANT IS STRONGLY ENCOURAGED TO KEEP PAPER COPIES OF ITS OPERATIONS PLANS.

3.2. The Trial Product and information provided therein is not intended or implied to be a substitute for professional tactical advice, or law enforcement training. All content, including text, graphics, images and information, contained on or available through the Trial Product is for general information purposes only. Participant is encouraged to confirm any information obtained from or through the Trial Product with other sources.

4. TERM AND TERMINATION

4.1. License Term. Subject to termination under Section 4.2 below, this Agreement shall be for an initial period of **90 days**from the "Effective Date" set forth below.

4.2. Termination of Agreement. Company may terminate this Agreement at any time upon written notice to Participant. Participant may terminate this Agreement at any time upon written notice to Company.

4.3. Effect of Termination. Termination of this Agreement will not limit either party from pursuing other remedies available to it, including injunctive relief. The parties' rights and obligations under Sections 2.2, 3, 4, 5, and 6 will survive termination of this Agreement. Upon termination, Participant will cease using, and will remove, all Trial Products and copies thereof licensed hereunder.

4.4. Standard Commercially Released Product License. Upon any expiration of the term of this Agreement pursuant to Section 4.1, Participant may elect to enter into Company's standard form agreement for the commercially released product, if released, subject to Company's approval in its sole discretion, such approval not to be unreasonably withheld.

5. CONFIDENTIALITY

5.1. Confidentiality. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information consists of the Trial Products, Company Data, Raw Data described in Section 5.3, performance data, and test results relating to the Trial Products (whether or not obtained by or through Participant's testing of the Trial Products), information collected, retained, and known to Participant in connection with its governmental functions and learned by Company through Participant's use of the Trial Product (including but not limited to suspect information, victim information, and police department tactical and operational plans), and all other information clearly identified by a party as confidential. A party's Confidential Information will not include information that: (i) is or becomes generally known to the public through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. The parties will hold each other's Confidential Information in confidence and not disclose such Confidential Information, either during the term of this Agreement or after termination of this Agreement. The parties will not make each other's Confidential Information available in any form to any third party for any purpose and will treat Confidential Information of the other party with the same degree of care with which it would treat its own confidential information of a like nature, and in no case with less than a reasonable degree of care. Without limiting the generality of the foregoing, Participant will not disclose the results of any benchmark tests of the Trial Products to any third party. It shall not be a breach of this section if Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, or as required by applicable public records laws, provided the party subject to such process promptly notifies the other party and allows the other party to take all steps reasonably available to it to limit the disclosure, including but not limited to seeking a protective order against public disclosure. Each party will limit the disclosure of the other party's Confidential Information to those of its employees and agents who have a need to know such Confidential Information, and each party will take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Neither party will use the other party's Confidential Information for any purpose other than the performance of this Agreement.

5.2. Data Retention and Ownership. Company Data, defined above, and any derivative works thereof shall be and remain the property of Company. Any rights or license to the Company Data by Participant will be set forth on the applicable Statement of Work. Except as expressly permitted in this Agreement or Statement of Work, Participant shall not sell, assign, lease, disseminate, or otherwise dispose of the Company Data or any part thereof to any other person, and Participant shall not commercially exploit any part of the Company Data. Participant shall not allow its employees and/or subcontractors to do any of the foregoing and shall take reasonable measures to prevent such misuse.

5.3. Raw Data. With the Exception of Company Data (defined above) Company will download all raw data input by Participant and collected by Company through Participant's use of the Trial Product to a portable hard drive, such as a flash drive (as determined by the Company) (a) upon written request by Participant and (b) at termination of this Agreement. Within sixty (60) calendar days of termination of this Agreement Company shall delete such raw data from the Company's servers, including any such raw data stored with Amazon Web Services.

6. GENERAL TERMS

6.1. On-line Application Subscription Agreement or Master Services Agreement. At the conclusion of this Agreement, neither party shall be obligated to enter into any additional agreement(s), to include: Live-User, On-Line, Master Services or otherwise. In conjunction with the stipulations set forth in section 5.3. Raw Data, the Participant will subsequently not be reliant on the Company in any facet or bound to any services following the Trial.

6.2. Relationship Between the Parties. Company is an independent contractor under this Agreement. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

6.3. Jurisdiction, Venue, and Attorney's Fees. The California state or district courts shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. This Agreement shall be governed by and construed in accordance with the laws of the State of California exclusive of its choice of law principles. In the event of any dispute concerning our respective rights and obligations under this agreement, the prevailing party should be entitled to receive from the other reasonable expenses, attorney's fees, and costs.

6.4. Limitation of Liability/Indemnity. Participant acknowledges that the limitations of liability in Section 6.4 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Company would not have entered into this Agreement. If Participant is an entity, Participant shall indemnify, defend and hold Company harmless from all losses, damages, and claims arising out of its employees' negligent actions in connection with their use of the Trial Product. Company shall indemnify, defend and hold Participant harmless from all losses, damages, and claims arising out of any claim that the Trial Product infringes any Intellectual Property Rights of a third-party.

6.5. Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

6.6. No Assignment. Participant may not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement. Any purported assignment, transfer, or delegation by Participant will be null and void. Subject to the foregoing, this Agreement will be binding upon the parties and their respective successors and assigns.

6.7. Export Administration. Participant will comply fully with all relevant export laws and regulations of the United States, including without limitation the U.S. Export Administration Regulations (collectively "Export Controls"). Without limiting the generality of the foregoing, Participant will not, and shall require its representatives not to, export, direct, or transfer Company's Confidential Information or Trial Products, or any direct product thereof, to any destination, person, or entity restricted or prohibited by the Export Controls.

6.8. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

6.9. License Restrictions. License Restrictions. Customer (and its Users) shall not: Copy the Application, except as expressly permitted by this license; modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application; reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof; rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features, outputs, or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

6.10. Reservation of Rights. Customer acknowledges and agrees that the Application is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Pryme Infil reserves and shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, trade secrets, and other intellectual property rights therein or relating thereto, except as expressly granted to Customer in this Agreement.

6.11. Miscellaneous. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties respecting the use and disclosure of Confidential Information. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. This Agreement has been negotiated by the parties and their respective attorneys, and the language of this Agreement shall not be construed for or against either party.

The headings are not part of this Agreement. Either the original or copies, including facsimile transmissions, of this agreement may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

Note: All Company data and/or raw data input by Participant is/will be end-to-end encrypted (data at rest/in transit). Such data will be stored within the AWS GovCloud servers, where-in-which Participant will have its/their own, separate organizational space.

The "Effective Date" of this Agreement will be **11/01/2026**

By execution hereof, the signer hereby certifies that s/he had read this Agreement and that s/he is duly authorized by Participant to execute this Agreement on its behalf.

PARTICIPANT: Parker County

By: _____

Name: _____

Title: _____

Entity: _____

Date: _____

COMPANY: Pryme Infil, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Signature Page to Trial-User Agreement
Pryme Infil, a Delaware Corporation

AGENDA ITEM NO. C.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Budget Analyst/Grant Coordinator
ITEM TYPE:	Approval
AGENDA SECTION:	APPROVAL:
SUBJECT:	Discuss/Approve/Sign Resolution #26-44 for the 2027 Texas Indigent Defense Grant Program. (Bianca Lord / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
Resolution 26-44 Indigent Defense Grant Program.docx

2027 PARKER COUNTY RESOLUTION 26-44
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Parker County Commissioners Court has agreed that in the event of loss or misuse of the funds, Parker County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

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

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

Adopted this 26th day of October, 2026.

ATTEST:

_____
Lila Deakle, County Clerk

_____
Pat Deen, County Judge

_____
George Conley, County Commissioner, Precinct 1

_____
Jacob Holt, County Commissioner, Precinct 2

_____
Larry Walden, County Commissioner, Precinct 3

_____
Mike Hale, County Commissioner, Precinct 4

AGENDA ITEM NO. D.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, IT
ITEM TYPE:	Approval
AGENDA SECTION:	APPROVAL:
SUBJECT:	Authorization to move funds from program contingency in the amount of $5,650.00 to repair damage from a lightning strike at Smith tower. (James Caywood / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
Agnes-Smith Microwave Path Quote ver2.pdf

MOTOROLA SOLUTIONS

QUOTATION

Quote#	SQT4270
Revision ID	1
Quote Date	10/14/2026
Quote Expiration	12/14/2026
Customer Number	1036326751
Customer Name	Parker County
Site Name	Agnes
Site ID	SZ044A50105

Bill To:
Parker County EOC
215 Trinity Ave
Weatherford, TX 76086
Attn: James Caywood

Ship To:
Smith Tower
12000 S FM 730
Azle, TX 76020
Attn: James Caywood

Item	Description	Unit	Qty	Unit Price	Total
Microwave Services	Labor, materials, replacement microwave components, tower climbing services, technical support, testing, and commissioning required to restore the existing Nokia 6 GHz microwave path between the Agnes and Smith sites.	each	1	$5,650.00	$5,650.00

Sub Total	$5,650.00
Discount	0.00
Grand Total	$5,650.00

Special Instructions

Replace the following damaged hardware

Wavence CAT5e Installation Material

Description	Part / Catalog Number	QTY (Agnes)
Ground kit – (qty 4 per run, based on length)	1AD040130004	4
RJ-45 connector for indoor and outdoor ends of cat5e - (qty 4 per run)	1AB074610027	4
OCTIS connector housing for RJ45 (UBT)	1AB235300004	1
Lightning arrestor RJ-45 router output	1AB328430001	1
UBT-S 6GHz	3DB29105AA	1
UBT-S 6GHz	3DB28590AA	1
AIM-S L6GHz 252,04 MHz 1-1P (TX L 5929.96-6051 / TX TX H 6182-6308.04) SB1	3DB28590AA	1

Does not include applicable taxes
This is a computer-generated document. No signature is required

Thank you for your business!

AGENDA ITEM NO. E.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, IT
ITEM TYPE:	Approval
AGENDA SECTION:	APPROVAL:
SUBJECT:	Authorization to move funds from program contingency in the amount of $132,798.00 for the Wave PTX SLI. (James Caywood / Judge Deen)
SUGGESTED ACTION:	

ATTACHMENTS:
Firm Proposal - WAVE PTX SLI.pdf

Parker County

Proposal

WAVE PTX

Lauren Kirkley **(214) 998-2329** **rnx738@motorolasolutions.com**

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Incotorola Solutions, Inc (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Incotorola Solutions, Inc
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PS-000232082

MOTOROLA SOLUTIONS

Motorola Solutions, Incotorola Solutions, Inc
500 W Monroe Street, Ste 4400
Chicago, IL 60661-37

October 1st,, 2026

James Caywood
Parker County Texas
215 Trinity St. Weatherford, TX 76086

RE: WAVE PTX

Dear Mr. Caywood,

Motorola Solutions, Incotorola Solutions, Inc (Motorola Solutions) appreciates the opportunity to provide the Parker County quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your operational objectives.

Motorola Solutions proposes deploying a Site Link Interface deployment. This configuration delivers an optimal mix of regional connectivity and localized management authority for Parker County. The proposed solution encompasses a Critical Connect LMP, Windows 2022 operating environment, Dell server infrastructure featuring RHEL licensing for virtualized hosting, and 10 Critical Connect Talkpath allocations. Additionally, this offering includes comprehensive Unified Communications Delivery Services.

The Proposal is subject to the terms and conditions of the Texas Department of Information Resources Agreement (DIR-CPO-5433) and the included disclaimers. This proposal may be accepted by issuing a purchase order that specifically references Motorola's proposal dated October 1st, 2026 and the terms and conditions of Texas DIR-CPO-5433. Pricing will remain valid for sixty (60) days from the date of this proposal.

Any questions Parker County has regarding this proposal can be directed to Lauren Kirkley, at (214) 998-2329, lauren.kirkley@motorolasolutions.com.

Our goal is to provide Parker County with quality products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Brad Rice
Area Sales Manager
Motorola Solutions, Incotorola Solutions, Inc

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Section 1

Solution Overview

To fully leverage Parker County's current infrastructure investments in Critical Connect while facilitating a smooth migration to the regional NTIRN network, Motorola Solutions proposes deploying a Site Link Interface deployment. This configuration delivers an optimal mix of regional connectivity and localized management authority for Parker County. The proposed solution encompasses a Critical Connect LMP, Windows 2022 operating environment, Dell server infrastructure featuring RHEL licensing for virtualized hosting, and 10 Critical Connect Talkpath allocations. Additionally, this offering includes comprehensive Unified Communications Delivery Services.

Proposed Products

- One (1) Critical Connect LMP Core License
- One (1) DELL Server Software Package with RHEL Licensing
- One (1) Unified Communications Delivery Services License
- One (1) MCAFEE Endpoint Protection Client for Windows
- Ten (10) Critical Connect Active Talkpaths
- Five Hundred (500) ASTRO 25 Core Radio User Licenses

Parker County-Provided Equipment & Subscriptions

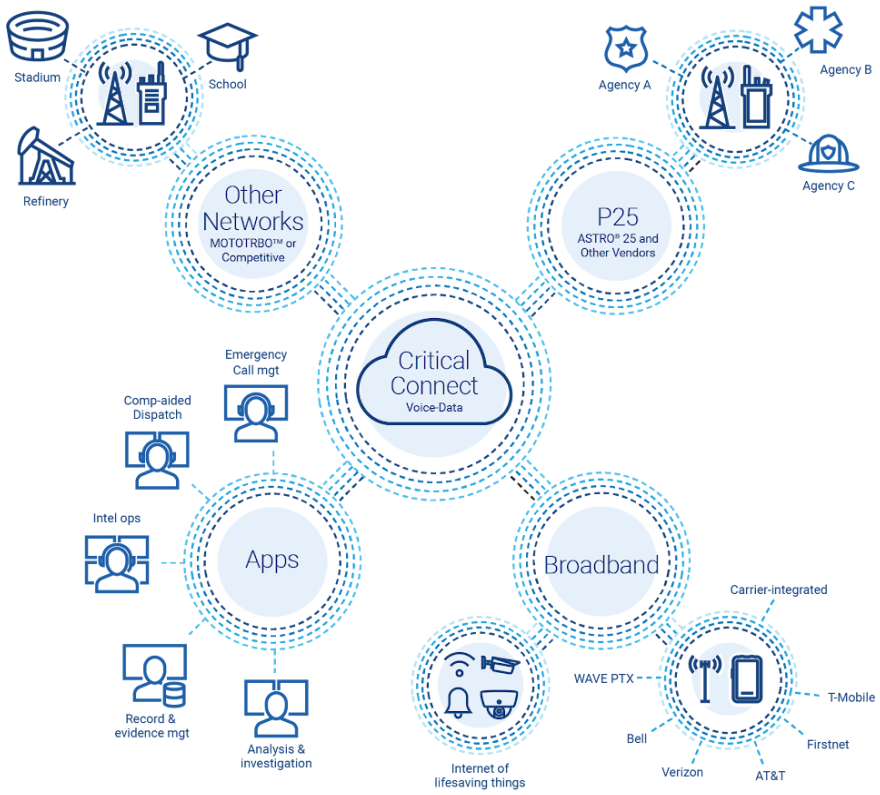
The following components are provided directly by Parker County or leveraged from existing system infrastructure and are not included in this proposal:

- WAVE Radio Gateway Server: Parker County will provide their existing Dell server and is responsible for its physical hosting, power, site readiness, and hardware installation.
- WAVE PTX Radio Subscriptions: Active WAVE PTX subscriptions for radio units and end-user devices are already in place and are leveraged from existing county subscriptions (no new user subscriptions are included in this quote).
- Critical Connect: Parker County operates as part of the regional North Texas Interoperable Radio Network (NTIRN) system and will utilize their existing Critical Connect subscription.

1.1 Critical Connect

Motorola Solutions' Critical Connect service enables organizations to connect their Association of Public-Safety Communications Officials (APCO) Project 25 (P25) communication services to the Motorola Solutions' cloud infrastructure.

Once connected, organizations are able to link local push-to-talk (PTT) subscribers and talkgroups from their system to any other P25, TETRA, or Motorola Solutions' Broadband or MotoTRBO system's users and talkgroups that are actively subscribed to the Critical Connect services.



Critical Connect is currently available to customers utilizing Motorola Solutions' ASTRO P25 (trunking or conventional systems), Motorola Solutions' DIMETRA, or other non-Motorola ("3rd Party") P25-compliant communications solution.

1.2 WAVE PTX

Motorola Solutions' WAVE PTX broadband push-to-talk (PTT) application expands the range of devices and users who can communicate. With WAVE PTX, staff members with access to a connected smart device can communicate instantly. This increases your capacity to coordinate operations, direct incident response, and disseminate vital information with maximum effect.

WAVE PTX enables instant private and group communication on phones, tablets, and purpose-built devices through the cloud. With WAVE PTX, Parker County's staff can communicate via PTT calls, and can share videos, images, documents, and text messages. Communications through the WAVE PTX are secured using AES-256 encryption.

Managing the WAVE PTX is straightforward, with a single admin portal for managing devices and the overall service.

1.2.1 WAVE PTX Mobile App

The WAVE PTX mobile app enables a smartphone or tablet to function as a full-featured PTT handset, with the added advantage of sharing details via text, photo, video, or file attachments.

- Private and group calling
- Presence and alerts
- Secure messaging and multimedia sharing
- Location and mapping services
- Geofencing
- Administrator and user-managed contacts and groups



Section 2

Statement of Work

This Statement of Work (SOW) is an integral part of the Subscription Services Agreement for the Critical Connect and/or WAVE PTX services entered into by Motorola Solutions and Parker County ("Agreement") and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW shall prevail.

This SOW describes the activities required in deploying Critical Connect on customer premises and onboarding of Parker County to the WAVE PTX service, as applicable. P25 trunking systems will require the deploying of the Parker County-provided enablement server (also called a Critical Connect WAVE Radio Gateway Server [WRG Server]) on an ASTRO 25 customer premises, connecting the WRG Server to Critical Connect, and connecting the WRG Server to the ISSI Gateway (ISGW)/ASTRO 25 Core. Analog or Conventional systems will require the deployment of a Radio-over-IP (RoIP) gateway on the customer premises and the connecting of it to Critical Connect. Third-party P25 trunking systems will require the deployment of a Virtual Private Network between the third-party P25 ISGW and the Motorola Solutions' data center/s where the WRG Server supporting Critical Connect will be located.

2.1 Project Document Review

Parker County and Motorola Solutions review the project documentation and make any necessary updates.

Motorola Solutions Responsibilities

- Meet with the Parker County project team.
- Review SOW, Project Schedule, and Acceptance Test Plans, and update accordingly.
- Establish responsibility demarcation points and define the connections between Parker County and the Motorola Solutions data center.
- Submit network topology and configuration to Parker County for approval, as applicable.

Parker County Responsibilities

- Parker County's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

Completion Criteria

- Agreement between Motorola Solutions and Parker County on updates to SOW, Project Schedule, Network Topology, and Acceptance Test Plans.
- Updated documentation, which may include updated SOW, Project Schedule, Network Topology, and Acceptance Test Plans.

2.2 Order Processing

Equipment requirements are reviewed by Motorola Solutions and equipment ordered as necessary.

Motorola Solutions Responsibilities

- Validate if Parker County has the necessary equipment on premises and available for Critical Connect and/or WAVE PTX services.
- Applicable if the necessary equipment is not available on Parker County premises:
  - Validate equipment list by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
  - Create ship views, to confirm with Parker County the secure storage location(s) to which the equipment will ship.
  - Ship views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
  - Create equipment orders.
  - Reconcile the equipment list(s) to the Contract.
  - Procure third-party equipment if applicable.

Parker County Responsibilities

- Approve shipping location(s), as applicable.

Completion Criteria

- Motorola Solutions will verify that the equipment list contains the correct model numbers, version, options, and delivery data, as applicable.

2.3 Install Enablement Server Equipment

Parker County is providing their existing Dell server that was previously installed by Motorola Solutions in their previous WAVE PTX configuration.

Motorola Solutions Responsibilities

- Update existing Parker County-provided server
  - Install new server software with RHEL license
  - Install new anti-virus client

NOTE: Critical Connect manual and automatic Land Mobile Radio roaming functionality requires additional configuration through the ASTRO 25 provisioning manager which is not covered under the Critical Connect integration services.

- Self-Service customers with access to the provisioning manager will be able to implement the required configurations without engaging the Motorola Solutions' ASTRO 25 team.
- Customers with a provisioning manager that is managed by Motorola Solutions may incur additional implementation fees. Please consult your Customer Success or Account Manager for additional details.

Parker County Responsibilities

- Supply, host, and maintain the Parker County-provided server (and associated site network infrastructure) previously installed for the system:
  - Provide for the installation of WRG server and associated network equipment and will interface with the following network connections as applicable:
    - ISSI Gateway ("ISGW") via the Inter-RF Subsystem Interface
    - ASTRO Zone Controller via the Site Link Interface, as applicable.
    - Critical Connect and WAVE PTX Data Center/s via the internet or dedicated wireline connection.
  - All equipment will be installed employing a standard of workmanship consistent with Motorola Solutions R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA)/Transport Canada, and FCC standards and regulations/Industry Canada.
  - Receive and inventory all equipment.
  - Bond the supplied equipment to the site ground system in accordance with Motorola Solutions R56 standards.
  - Coordinates the receipt of the equipment, and inventory all equipment.
  - Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.
  - If requested, provide a Manual of Procedures ("MOP") document that outlines the on site installation tasks required for the intended Critical Connect deployment.
  - Perform installation tasks on site as outlined in the MOP.

Additional Parker County Responsibilities

- Provide secure storage for the Motorola Solutions provided equipment at a location central to the site.
- Coordinate the receipt of the equipment with Motorola Solutions and inventory all equipment.
- Provide access to the sites as necessary.
- Provide adequate electrical power in proper phase and voltage at sites.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.
- Provide site owners/managers with written notice to provide entry to sites identified for Motorola Solutions personnel.
- Parker County is responsible for providing backhaul service for connection between WRG server and Critical Connect in Motorola Solutions data center. Minimum 4 Mbps bandwidth required
- Provide information technology support, as needed, during project implementation.
- Parker County is responsible for providing broadband devices with broadband service and P25 Radios for functional acceptance testing.

NOTE: Subscriber P25 Radio programming services are not included. If required, a separate quotation for this service can be provided by Parker County's Motorola Solutions sales point-of-contact.

- Parker County is responsible for assigning the Parker County representative to witness system functional acceptance testing.

2.4 Critical Connect Site Link Interface

The ASTRO® 25 Critical Connect Site Link Interface enables communication between Critical Connect and ASTRO 25 core infrastructure. This provides advanced features that are not available with the Critical Connect ISSI 8000 interface. The Critical Connect Site Link Interface allows the WAVE Broadband Push-to-Talk (PTT) client to be integrated into the ASTRO 25 core infrastructure in a manner that enables advanced features, including group regrouping and private call.

The following features are supported by the ASTRO 25 Critical Connect Site Link Interface:

- Call Types.
- Trunked Group Call to/from LMR.
- Emergency Call FDMA/TDMA.

- Multigroup Call / Agency Group Call - only delivered to the clients listening directly to the involved talkgroups.
- Supergroup Call (Patch/MSEL).
- Private Call.
- End-to-End Encryption - P25 encryption terminates in WRG, WRG to UGW is encrypted via TLS.
- PTT ID.
- Radio Interrupt / Console Takeover - Critical Connect devices can be interrupted but cannot interrupt.
- Emergency Alarm.

The following features **are not** supported by the ASTRO 25 Critical Connect Site Link Interface:

- Conventional LMR.
- Group Text over Voice Channel.
- ISSI8000 Foreign Talkgroup Call - Critical Connect talkgroups can be patched to an ISSI8000 foreign talkgroup via the MCC7x00 console.
- Telephone Interconnect.
- Call Alert.
- Radio Control Manager features other than Emergency Alarm, including Radio Check, Radio Inhibit, and Dynamic Regrouping.

2.4.1 Requirements

Subscription and License Requirements

The following subscription and licenses are required on Critical Connect to support the ASTRO® 25 Critical Connect Site Link Interface connection.

- Critical Connect subscription.
- ASTRO 25 Radio User Licenses.*

*A valid ASTRO 25 Radio User License is required to provision each Kodiak Broadband PTT Client and Talkgroup provisioned in the primary and/or backup Critical Connect Wave Radio Gateway (“WRG”).

Hardware Requirements

A customer’s ASTRO 25 system must meet the following minimum requirements before ASTRO® 25 Critical Connect Site Link Interface can be enabled:

- ASTRO 25 Trunking M, L, or Simplified Core.
- ASTRO 25 System Release 7.17 or later.
- Internetworking and RNI-DMZ Firewall present (per core/zone).*

- LMR Multi-Cast Proxy (“LMP”) VMs.**

Hardware	
Description	Notes
Fortinet 101E Firewall Appliance*	Required for ASTRO 25 7.17.x, 7.18, or any system upgraded to 2019.2
LMP VM**	4 LMPs allowed per server. 1 LMP can handle 27 FDMA or 36 TDMA concurrent calls.
HP DL-380 G10 Transcoding Server***	Required if LMP VM is not available

*Internetworking Firewall ships standard on all new ASTRO 25 2019.2 or greater systems.

**Four LMP VMs ship standard on all new ASTRO 25 2019.2 or greater systems.

***Required if currently using SmartConnect.

LMP Core Expansion

Any ASTRO 25 7.18 or below system (including Simplified Core ASTRO 25 2019.2+ systems) will require an LMP Core Expansion as outlined below.

System Type	System Release	Order Core Expansion PN/Description
Simplified Core	ASTRO 25 2019.2+	Simplified Core Expand A2019.2 Critical Connect LMP
M-Core	ASTRO 25 7.18	M-Core Expand 7.18 Critical ConnectLMP
M-Core	ASTRO 25 7.17.x	M-Core Expand 7.17 Critical ConnectLMP
L-Core	ASTRO 25 7.18	L-Core Expand 7.18 Critical ConnectLMP
L-Core	ASTRO 25 7.17.x	L-Core Expand 7.17 Critical ConnectLMP

*Required if currently using SmartConnect.

2.4.2 Onboarding

Motorola Solutions will perform onboarding procedures as defined in the Manual of Procedures ("MOP"). If requested, Motorola Solutions' will provide a MOP document that outlines the on site installation tasks required for the intended Critical Connect deployment.

Motorola Solutions Responsibilities

- Installation of ASTRO 25 Core, WRG, and LMPs, as applicable.*
- Provision radio user licenses for each Critical Connect PTT Client and registered Talkgroup.
- Establish connectivity between P25 System, WRG, and Critical Connect.
- Verify P25 connectivity to Critical Connect.
- Onboard P25 talkgroups to Critical Connect Portal.
- Validate implementation.

*Systems upgraded to A2019.2 or greater include four LMP VMs, however, installation may not have been completed as part of the upgrade and will need to be completed during implementation of Critical Connect.

Parker County Responsibilities

- Ensure ASTRO 25 Server is present to deploy LMP VM Software.
- Ensure Parker County Enterprise Network Server is present to deploy WRGs.
- Ensure an Internet (or MPLS link) is present and available for WRG to Critical Connect connection.
- Ensure Internetworking and RNI-DMZ Firewalls are present.
- Provide assistance and access (as necessary) to Motorola Solutions implementation teams during installation and configuration of P25 to WRG connection.
- Provision Critical Connect talkgroups in P25 system.
- Assign radio IDs to Critical Connect talkgroups provisioned in the P25 system.*
- Provision Radio User Licenses for each Critical Connect push-to-talk client and registered talkgroup.
- Provide radios and resources for testing functionality with P25 resources.

*A valid ASTRO 25 Radio User License is required to provision each WAVE PTX broadband PTT client and talkgroup provisioned in the primary and/or backup WRG.

2.4.3 Support

Site Link Interface Support

Support services related to the Critical Connect Site Link Interface will follow the policies and procedures outlined in the attached 'Statement of Work for Request Fulfillment' and 'Statement of Work for Installation and Onboarding' documents.

2.5 Functional Acceptance Testing

Motorola Solutions will provide an Acceptance Test Plan ("ATP") based upon the Critical Connect and/or WAVE PTX services being integrated. The ATP will outline the testing procedures and acceptance criteria required to demonstrate 'normal operation' of the Critical Connect and/or WAVE PTX services.

Perform Functional Acceptance Testing

Functional acceptance testing will be performed after completing the on-site installation and setup of the Parker County-provided WRG Server, and necessary configuration for system interoperability and/or broadband, as applicable. The functional acceptance testing criteria will be outlined in the ATP.

NOTE: Functional acceptance testing of any LMR to broadband interoperability, as applicable, will solely be performed by utilizing the Motorola Solutions WAVE PTX broadband push-to-talk application platform.

Motorola Solutions Responsibilities

- Motorola Solutions will perform functional acceptance testing of the procedures outlined in the ATP.

Parker County Responsibilities

- Witness the functional acceptance testing.
- Sign and date the ATP to confirm acceptance of the procedures demonstrated during functional acceptance testing.

Completion Criteria

- Successful completion and Parker County approval of the functional testing as outlined in the ATP.

2.6 System Acceptance

Successful demonstration of the functional tests outlined in the ATP to Parker County and the Parker County participating in the testing will constitute successful system acceptance by Parker County.

The acceptance criteria are 100% passing of the tests outlined in the ATP, witnessed by Parker County.

NOTE: Functional acceptance testing must be scheduled within the month following the successful implementation of Critical Connect and/or WAVE PTX. Failure to execute the functional acceptance testing within this timeframe will constitute successful system acceptance by Parker County.

2.7 Dependencies and Assumptions

This SOW clearly sets out what is outside the scope of the Fulfillment Service/s and Implementation and Onboarding Service/s. Any services, which may be performed by Motorola Solutions at the direction of Parker County which are outside the scope of the Fulfillment Service/s and Implementation and Onboarding Service/s, will be considered to be additional services ("Additional Services"). Additional Services may incur an additional cost in accordance with Motorola Solutions' standard time and material rates as published from time to time. Where Parker County has refused the quote for the Additional Services and the Fulfillment Service/s and Implementation and Onboarding Service/s in Motorola Solutions Inc' opinion either (a) cannot be provided without the Additional Services; and/or (b) cannot be provided so as to ensure Motorola Solutions' applicable quality standards are met, then Motorola Solutions shall have the right to refuse the provision of the Fulfillment Service/s and Implementation and Onboarding Service/s and such refusal shall not be considered a breach of the Agreement. Parker County may request changes to the Fulfillment Service/s and Implementation and Onboarding Service/s. If Motorola Solutions agrees to a requested change, the change must be agreed in writing. A reasonable price adjustment will be made.

- Parker County responsibilities are outlined in this SOW. All Parker County responsibilities must be met after the contract signing and prior to start of the installation on the Customer site.
- If any of the Parker County responsibilities are not met, start and/or completion of the installation activity and service start date will be delayed. Motorola Solutions, Inc shall not be responsible for any delays or non-performance caused by Parker County failing to meet the Parker County responsibilities.

- If extraordinary delay is caused in start and/completion of installation and setup of site equipment is caused because of not meeting any of the customer responsibilities, a modification of implementation schedule will be required.

Design Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Parker County.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Parker County.
- Any required system interconnections not specifically outlined here will be provided by Parker County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Parker County is providing their existing WAVE Radio Gateway Server, and is responsible for any installation that may be required.
- WAVE PTX subscriptions for radio units are not included in this proposal. Parker County is using existing subscriptions. Additional years require additional licenses.
- Parker County operates as part of the regional NTIRN system under an existing Critical Connect subscription.

Section 3

Pricing Summary

Description	Price (USD)
System Hardware & Equipment	$28,185
System Integration Services	$108,505
DIR Contract Discount	*-$3,892.00*
System Total	**$132,798**

Quote is valid for 60 days from the date of this proposal.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

3.1 Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Milestone	Milestone Detail	Percentage
1	Completion of Contract Execution	25%
2	Shipment of Equipment	45%
3	Installation of Equipment at Customer Site	10%
4	Final Acceptance	20%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

3.1.1 Inflation Review

For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

Section 4

Contractual Documentation

This Proposal is subject to the terms and conditions of the Texas Department of Information Resources Agreement (DIR-CPO-5433) and the below disclaimers.

Motorola Disclaimers

Data Location

Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

Product Accessibility

Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.

Limitation of Liability

The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

License Agreement Term and Termination

Disclaimer: Licensee's right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and

Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government)

AGENDA ITEM NO. F.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, County Attorney
ITEM TYPE:	Approval
AGENDA SECTION:	APPROVAL:
SUBJECT:	Discuss/Approve Contract for Care of Certain County Cemeteries Older than 50 years. (John Forrest / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. A.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Jenny Gentry, Auto Registration/Tax Assessor-Collector
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Executed Automatic Bank Draft Authorization BYRD INVESTMENT GROUP LLC for Auto Registration transactions. (Jenny Gentry / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
ACH BYRD INVESTMENT GROUP LLC_Redacted.pdf

JENNY GENTRY
TAX ASSESSOR-COLLECTOR
Lupe Terrazas, Chief Deputy
1112 Santa Fe Drive • Weatherford, Texas 76086
(817) 598 - 6139 FAX: (817) 598 – 6133

AUTOMATIC BANK DRAFT AUTHORIZATION FORM

Please choose from the following:

[X] Tax, Title and License Fees

[X] Registration Fees

Please note that if your bank has an ACH limit please notify this office and make sure that your work does not exceed that limit. Please have the limit raised, if necessary, or authorize the Parker County Tax Office to be able to exceed the limit if your work requires it

I (we) hereby authorize the Parker County Tax Assessor/Collector's Office, herein called Parker County Auto Registration, to initiate debit transactions from the U.S. Bank named below, herein called Depository, for the payment of the Tax, Title and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name Byrd Investment Group, LLC

MailingAddress 1613 N Crowley Rd #450 City Crowley State TX Zip 76036

Email rob@byrdautos.com Phone 817-297-3770

Bank Name PNC

Account Name Byrd Investment Group, LLC

Routing Number [redacted]

Account Number [redacted]

Bank Representative Holly Forhan Phone 817-297-6677

This Authority is to remain in full force and effect until the Parker County Auto Registration and Depository have received written notification from me (us) 30 days prior of this termination to allow the Parker County Auto Registration and Depository a reasonable opportunity to act on it.

Authorized Signatures:

Signature _____ Date 10/5/2026

Printed Name Robert Anderson Title Owner

Signature _____ Date _____

Printed Name _____ Title _____

AGENDA ITEM NO. B.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Jenny Gentry, Auto Registration/Tax Assessor-Collector
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Executed Automatic Bank Draft Authorization ABC AUTO PARTS for Auto Registration transactions. (Jenny Gentry / Judge Deen)

SUGGESTED ACTION:

ATTACHMENTS:
ACH ABC AUTO PARTS_Redacted.pdf

JENNY GENTRY
TAX ASSESSOR-COLLECTOR
Lupe Terrazas, Chief Deputy
1112 Santa Fe Drive • Weatherford, Texas 76086
(817) 598 - 6139 FAX: (817) 598 – 6133

AUTOMATIC BANK DRAFT AUTHORIZATION FORM

Please choose from the following:

☑ Tax, Title and License Fees

☑ Registration Fees

Please note that if your bank has an ACH limit please notify this office and make sure that your work does not exceed that limit. Please have the limit raised, if necessary, or authorize the Parker County Tax Office to be able to exceed the limit if your work requires it

I (we) hereby authorize the Parker County Tax Assessor/Collector's Office, herein called Parker County Auto Registration, to initiate debit transactions from the U.S. Bank named below, herein called Depository, for the payment of the Tax, Title and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name ABC Auto Parts

Mailing Address 191 Montiello Dr. City Springtown State TX Zip 76082

Email danny@damtowing.com Phone 817-647-5511

Bank Name Pinnacle Bank Account Name ABC Auto Parts

Routing Number [redacted] Account Number [redacted]

Bank Representative Haylee Furr Phone 817-370-1674

This Authority is to remain in full force and effect until the Parker County Auto Registration and Depository have received written notification from me (us) 30 days prior of this termination to allow the Parker County Auto Registration and Depository a reasonable opportunity to act on it.

Authorized Signatures:

Signature Alyssa Merrell Date 10-9-20

Printed Name Alyssa Merrell Title managing member

Signature _____ Date _____

Printed Name _____ Title _____

Return this form to the Parker County Tax Assessor/Collectors office at 1112 Santa Fe Dr., Weatherford, TX 76086. ATTN: Jenny Gentry, Tax Assessor Collector. For more information please contact 817-598-6137.

AGENDA ITEM NO. C.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, County Attorney
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Executed Settlement Agreement and Release Agreement regarding the Johnson Bend and Green Acres project. (John Forrest / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. D.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, County Attorney
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Parker County Resolution 26-33. (John Forrest / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. E.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, County Attorney
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Commissioners Court Order 26-35. (John Forrest / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. F.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, County Attorney
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Commissioners Court Order 26-43. (John Forrest / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. G.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, County Attorney
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Parker County Resolution 26-28. (John Forrest / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. H.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, County Attorney
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Executed Amendment Lexis for the County Attorney's Office. (John Forrest / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. I.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, County Attorney
ITEM TYPE:	Accept into the Minutes
AGENDA SECTION:	ACCEPT INTO THE MINUTES:
SUBJECT:	Executed Lexis Create Products Addendum for County Attorney's Office. (John Forrest / Judge Deen)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. A.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #2
ITEM TYPE:	Executive Session
AGENDA SECTION:	EXECUTIVE SESSION:
SUBJECT:	An executive/closed session meeting will be held pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorneys) for the Commissioners Court to consult with and seek advice from its attorneys regarding: (a) the active land development regulations of Parker County; (b) land development regulation options available to Texas counties; and (c) any other matter described in this meeting agenda. (Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. B.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #4
ITEM TYPE:	Executive Session
AGENDA SECTION:	EXECUTIVE SESSION:
SUBJECT:	Discuss/Take action regarding property located at 4801 Kelly Rd, Aledo, TX, known as Parcel 3. (Commissioner Hale)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. C.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #4
ITEM TYPE:	Executive Session
AGENDA SECTION:	EXECUTIVE SESSION:
SUBJECT:	Discuss/Take action regarding property located at 4821 Kelly Rd, Aledo, TX, known as Parcel 4/5. (Commissioner Hale)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. D.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #4
ITEM TYPE:	Executive Session
AGENDA SECTION:	EXECUTIVE SESSION:
SUBJECT:	Update/Discuss Parker County Justice Center and Jail and take any action the court deems necessary. (Commissioner Hale)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. E.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #4
ITEM TYPE:	Executive Session
AGENDA SECTION:	EXECUTIVE SESSION:
SUBJECT:	Discuss/Take action regarding allocation and improvements of county real estate. (Commissioner Hale)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. F.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Rich Contreras, Commissioner Precinct #4
ITEM TYPE:	Executive Session
AGENDA SECTION:	EXECUTIVE SESSION:
SUBJECT:	Discuss/Take action regarding County Website security upgrade and expansion. (Commissioner Hale)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 1.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, Commissioner Precinct #1
ITEM TYPE:	Plats â€“ Precinct 1
AGENDA SECTION:	PRECINCT 1
SUBJECT:	Extend the construction bond in the form of a Letter of Credit for a subdivision known as Waterstone Estates and take any other action the court deems necessary. (Commissioner Conley)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, Commissioner Precinct #1
ITEM TYPE:	Plats â€“ Precinct 1
AGENDA SECTION:	PRECINCT 1
SUBJECT:	Discuss/Approve the addition of a traffic sign on Newsome Mound Road. (Commissioner Conley) **PUBLIC HEARING**
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 3.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 1
AGENDA SECTION:	PRECINCT 1
SUBJECT:	Approve the final plat for a revision of a subdivision known as Kutch Heights 2nd Filing, Lots 14-R1, and 14-R3, consisting of five point zero three five (5.035) acres located off Little Cat Track Road, by Denny & Dorothy Mott, and David & Janice Mott, with well water in Precinct One. (Commissioner Conley) **PUBLIC HEARING**
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 4.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 1
AGENDA SECTION:	PRECINCT 1
SUBJECT:	Approve the waiver for the driveway distance for a subdivision known as Circle R&T, Lot 1, Block 1, consisting of sixteen point five five six five (16.5565) acres located off North Lake Drive, with well water in Precinct One. (Commissioner Conley)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 1.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Allison Bedore, Commissioner Precinct #2
ITEM TYPE:	Plats â€“ Precinct 2
AGENDA SECTION:	PRECINCT 2
SUBJECT:	Approve/Authorize the County Judge to sign the Release of Road Assessment Lien for Lot 24 of Oak Tree Ranch Estates and take any other action the Court deems necessary. (Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 2
AGENDA SECTION:	PRECINCT 2
SUBJECT:	Approve the waiver for the driveway distances for a subdivision to be known as Perkins Place, Lots 1 - 5, consisting of ten point five zero (10.50) acres located off Advance Road and Perkins Road, in Precinct Two. (Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 3.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 2
AGENDA SECTION:	PRECINCT 2
SUBJECT:	Approve the waiver for the groundwater study for a subdivision to be known as Perkins Place, Lots 1 - 5, consisting of ten point five zero (10.50) acres located off Advance Road and Perkins Road, in Precinct Two. (Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 4.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 2
AGENDA SECTION:	PRECINCT 2
SUBJECT:	Approve the final plat for a subdivision to be known as Perkins Place, Lots 1 - 5, consisting of ten point five zero (10.50) acres located off Advance Road and Perkins Road, by New Port, LLC, with well water in Precinct Two. (Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 5.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 2
AGENDA SECTION:	PRECINCT 2
SUBJECT:	Accept the Special Warranty Deed for Right-of-Way off Advance Road and Perkins Road for a subdivision to be known as Perkins Place, Lots 1 - 5, consisting of ten point five zero (10.50) acres located off Advance Road and Perkins Road, in Precinct Two. (Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 6.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 2
AGENDA SECTION:	PRECINCT 2
SUBJECT:	Approve the waiver for the groundwater study for a subdivision to be known as Shea Estates, Lots 1 - 3, consisting of seventeen point five one seven (17.517) acres located off Loggins Trail, in Precinct Two. (Commissioner Holt)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 1.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 3
AGENDA SECTION:	PRECINCT 3
SUBJECT:	Discuss/Approve interlocal agreement with Hood County regarding replatting of Homestead Acres in Precinct 3. (Commissioner Walden)
SUGGESTED ACTION:	

ATTACHMENTS:
Signed Copy.pdf

COUNTY OF HOOD §
§
STATE OF TEXAS §

INTERLOCAL AGREEMENT
By and between
HOOD COUNTY & PARKER COUNTY

This **Interlocal Agreement, by and between Hood County, Texas and Parker County, Texas** ("Agreement") is executed as of this the 13 day of October, 2026, and is made pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, said statute providing for the cooperation between local government bodies. Thus, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, this agreement is made under the authority of Sections 791.001-791.029 of the Texas Government Code;

WHEREAS, there is a tract of land being 42.458 acres out of the DIONESIO GONZALES SURVEY, Abstract No. 498, Parker County, Texas, and the DIONESIO GONZALES SURVEY, Abstract No. 192, Hood County, Texas, that is located in both Hood County, Texas, and a developer wishes to subdivide said tract, of which a 28.332-acre portion of the said 42.458-acre tract lies within Hood County, Texas;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

NOW THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to the citizens of Hood County and Parker County, the parties contract, covenant, and agree as follows:

I.

The County of Hood hereby cedes to Parker County the authority to regulate and enforce the subdivision rules and regulations applicable to the designated acres tract of land. It is understood that the streets situated within Hood County shall remain private streets, maintained exclusively by the Homeowners Association.

The final plat shall include a hold harmless dedication indicating that the maintenance of these private streets is the responsibility of the Homeowners Association. Furthermore, the Homeowners

Association shall agree to release, indemnify, defend, and hold harmless the County of Hood and any governmental entity or public utility entity owning public improvements within the area created by the plat from any claims arising from damages to the private streets, restricted access gates and entrances, and related appurtenances (hereinafter referred to as the "private streets") resulting from reasonable use of the private streets by the indemnities, and shall agree to release, indemnify, defend, and hold harmless the Indemnities from and against any claims for damages to property and injury to persons (including death) that arise out of the use of the Private Streets by the Indemnities and that are caused by the failure of the Association to design, construct, or maintain the Private Streets in accordance with County standards..

Additionally, the final plat shall contain a statement affirming that all maintenance responsibilities, including the maintenance of drainage and drainage facilities located on private property or within the right-of-way, shall lie with the property owner or the Homeowners Association. This agreement shall be for the subdivision of the said 42.458 acres tract only. Any future subdivisions or replats of this area in Hood County shall come through Hood County or be considered in another Interlocal agreement.

The County of Hood shall cede to Parker County the right to regulate or enforce the subdivision rules and regulations of Parker County for the said 28.332-acre tract of land, with the understanding that the streets will be privately maintained,

II.

Parker County agrees to regulate and enforce the subdivision rules and regulations of Parker County on the entire 42.458-acre tract of land and shall continue to enforce said rules and regulations at all times in the future.

III.

County Commissioner Precinct 1 is hereby designated as the official representative of Hood County in all matters relating to this Agreement. County Commissioner Precinct 3 is hereby designated as the official representative of Parker County in all matters relating to this Agreement.

IV.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either Hood County or Parker County, nor to create any legal rights or claim on behalf of any third party. Neither Hood County nor Parker County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunities under the laws of the State of Texas.

This agreement may not be amended or modified except by written amendment executed by Hood County and Parker County and authorized by their respective governing bodies.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement by their officers thereunto duly authorized as of the first date written above:

HOOD COUNTY, TEXAS

By:_____

Name: Ron Massingill

Title: County Judge

PARKER COUNTY, TEXAS

By:_____

Name: Pat Deen

Title: County Judge

AGENDA ITEM NO. 2.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 3
AGENDA SECTION:	PRECINCT 3
SUBJECT:	Approve the final plat for a revision of a subdivision known as Weatherford Mini-Ranch Estates, Tract 27R and Tract 28R, consisting of twenty-two point four zero nine (22.409) acres located off Mini-Ranch Drive, by the Randy W. Cameron and Karan L. Cameron Revocable Trust with well water in Precinct Three. (Commissioner Walden) **PUBLIC HEARING**
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 3.

Item Cover Page

COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 3
AGENDA SECTION:	PRECINCT 3
SUBJECT:	Approve the final plat for a subdivision to be known as Diamond Crest, Lots 1 - 3, consisting of fourteen point five seven nine (14.579) acres located off Old Brock Road, by Diamond JBJ, LLC, with well water in Precinct Three. (Commissioner Walden)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 4.

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COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 3
AGENDA SECTION:	PRECINCT 3
SUBJECT:	Accept the Special Warranty Deed for Right-of-Way located off Old Brock Road for a subdivision to be known as Diamond Crest, Lots 1 - 3, consisting of fourteen point five seven nine (14.579) acres in Precinct Three. (Commissioner Walden)
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 5.

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COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 3
AGENDA SECTION:	PRECINCT 3
SUBJECT:	Approve the final plat for a revision of a subdivision known as Doss Road Place, Lots 1A-R and 1B-R consisting of six point four seven seven (6.477) acres located off Doss Road, by Allen and Peggy Bach with well water in Precinct Three. (Commissioner Walden) **PUBLIC HEARING**
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 1.

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COMMISSIONERS COURT AGENDA ITEM REPORT

DATE:	October 26, 2026
SUBMITTED BY:	Shelby Polvadore, County Attorney
ITEM TYPE:	Plats â€“ Precinct 4
AGENDA SECTION:	PRECINCT 4
SUBJECT:	Approve the final amended plat for of a subdivision known as Bluejack Ranch Phase II, Lots G35-G51 and RC1-RC11, Reserves A-H, consisting of fifty-nine point zero three four six (59.0346) acres located off Lantern Avenue, by Aledo Ranch Development Co. LLC, with Cresson Crossroads MUD No. 2 water in Precinct Four. (Commissioner Hale)
SUGGESTED ACTION:	
ATTACHMENTS:	