



Dwain K. Rogers
LLANO COUNTY ATTORNEY

To: Rob T. Hardy, Llano County Judge
Peter Jones, Commissioner Pct. 1
Linda Raschke, Commissioner Pct. 2
Brent Richards, Commissioner Pct. 3
Jerry Don Moss, Commissioner Pct. 4

CONSENT AGENDA ITEMS FOR 2d

SEPTEMBER 14, 2026

CONTRACTS/AGREEMENTS/INTERLOCALS
Presented for Approval:

AGREEMENTS:

- Addendum Indigent Healthcare Solutions, Ltd. (IHS) – Indigent Health Care Program
- CoreForce – Justice of the Peace Offices (1,2,3,4)
- Tyler Technologies – Electronic Time Clock Interface – Human Resources
- Pitney Bowes – County Clerk

CONTRACTS:

- Time Clock Plus, LLC – Human Resources
- Workforce Network, Inc.
- Valley Spring V.F.D.
- Sandy Harbor V.F.D.
- Kingsland V.F.D.
- Castell V.F.D.
- Tow V.F.D.
- Court Appointed Special Advocates (CASA)
- Hill Country Child Advocacy Center
- Llano Alliance for Drug Intervention
- Llano Corporation for Children in Crisis
- Hill Country Community Action Association, Inc.
- Highland Lakes Family Crisis Center
- Llano County Soil & Water Conservation District
- VetRide of Burnet County
- Llano Historical Commission



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INTERLOCAL AGREEMENTS:

- Capital Area Council of Governments 911 GEO Database FY 2027 – Development Services
- Castell V.F.D. Cell Phone Paging Software Reimbursement
- Tow V.F.D. Cell Phone Paging Software Reimbursement
- Texas Division of Emergency Management – Lease on Office Space
- Municipal Utility District No. 1 – Blue Lake – Street Paving & Improvements
- City of Sunrise Beach –
 - 911 Data Base Program
 - Dispatch Services
 - Game Room Regulations Permitting
 - Jail Services
 - Magistrate Services
 - Radio Services
 - Street Paving & Improvements
- City of Llano –
 - 911 Data Base Program
 - Dispatch Services
 - Extraterritorial Jurisdiction (ETJ) Platting
 - Game Room Regulations Permitting
 - Jail Services
 - Magistrate Services
 - On-Site Sewage Facilities (OSSF)
 - Pauper Burials
 - Radio Services
 - Reclaimed Water Use
 - Street Paving & Improvements
 - Pole Attachment
 - Tower Unit
- City of Horseshoe Bay –
 - Game Room Regulations Permitting
 - Jail Services
 - Magistrate Services
 - On-Site Sewage Facilities (OSSF)
 - Street Paving & Improvements
- Llano Independent School District (ISD)
 - Dispatch Services
 - Emergency Management
 - Radio Services
 - Street Paving & Improvements

Data Processing Services Agreement

THIS AGREEMENT is entered into and executed on the date set forth below, by and between Indigent Healthcare Solutions, Ltd. ("IHS"), having offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, and Llano County ("County") with administrative offices located at Llano County Courthouse, Llano, Texas 78643:

Check one: <u> </u> Onsite Installation <u> X </u> Hosted Installation

WHEREAS, the Commissioners Court of the County has determined that a public necessity exists to preserve, store, process, retrieve and organize certain data and information of the County in order to prevent material losses to the County and to comply with the terms and conditions of the Texas Indigent Health Care and Treatment Act, Texas Health & Safety Code, Subtitle C, Chapter 61 (the "Act");

WHEREAS the Commissioners Court of the County has determined that it needs to contract for data processing services; and

WHEREAS, the Commissioners Court of the County has determined that such data processing services would be best provided by IHS; and

WHEREAS, IHS is willing to enter into this agreement upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO PROVIDE SERVICES

The County agrees to retain IHS as an independent contractor, and IHS agrees to provide service to the County upon the terms and conditions hereinafter stated.

2. TERM

This Agreement shall have an Initial Term of Two (2) years commencing on April 1, 2010, and continuing to and including April 1, 2012.

This Agreement shall automatically renew for successive Renewal Terms of term equal to the Initial Term unless either party notifies the other in writing no later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other party; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years as provided by Texas Local Government Code section 271.009, or such other total term as permitted from time to time under applicable law.

3. POST-EXPIRATION ASSISTANCE

Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, IHS will assist in the transferal of the County's data files in the possession of IHS pursuant to this Agreement, including conversion of such data to another data format usable by the County; provided, however, that use of such format does not violate the proprietary rights of IHS or any third party.

The County shall be responsible for reasonable fees to and costs incurred by IHS for such transferal or reformatting of data, at IHS's then-prevailing rates for time and materials, and any costs and expenses of associated travel, including reasonable per diem expenses. The County shall specify in writing to IHS what data records County desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded; provided, that IHS and County shall mutually agree on the data to be converted, the format of such converted data, and the media on which such converted data shall be written or recorded.

If this Agreement has been terminated under Section 6 on the basis that funds have not been appropriated, IHS shall have no obligation hereunder to provide such transferal or conversion assistance to the County unless and until the County certifies in writing that funds are available for such services from current sources and the County is committed to pay IHS for such services from such current sources.

The County shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

4. AUTHORIZATION

The County Judge of the County certifies that all appropriate steps to legally enter into this Agreement have been taken on behalf of the County, that the matter has been approved by the Commissioners Court and that the terms of this Agreement are understood and agreed by County. Moreover, the County Judge certifies that all laws, rules and regulations as well as any local governmental rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

5. BREACH, INVALIDATION OR EARLY TERMINATION

This Agreement shall automatically terminate upon the occurrence of any one or more of the following, whether or not notice is given to County, unless IHS in its sole discretion elects to continue to provide the Services under the terms of this Agreement: (i) any attempt or offer by County to transfer, sublicense or assign, or any actual transfer, sublicense or assignment of, this Agreement, the License Agreement, or any rights or obligations arising under either of these; (ii) because of any change in applicable law or regulation, or order of any court, regulatory agency or other instrumentality of government having jurisdiction and authority, which change or order has or likely will have the effect, as determined in the sole judgment of IHS, of substantially altering, or making impracticable IHS' performance of, the material terms and conditions of this Agreement or the License Agreement; or (iii) any assignment or transfer, whether actual or constructive, by operation of law or lawful order, including but not limited to a receiver or trustee in bankruptcy taking possession, or an assignment for the benefit of creditors.

IHS shall have the right to terminate this Agreement immediately upon the material breach of this Agreement or of the License Agreement by County or any of its officers, elected officials, employees, agents or other representatives, by the giving of written notice to County, stating the reasons for such termination.

IHS reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of intellectual property or intellectual property rights, or for unfair competition or trade practices, or other misuse, relating to the Programs or any part thereof, are asserted against IHS, any relevant licensor of IHS, or the County or any of County's employees, officers, agents or representatives. Such determination shall be in the sole discretion of IHS. Termination on this basis shall be effective on notice in writing to County by IHS, stating the reason for such termination. In the event of such termination, IHS will make a good faith effort to assist County to arrange for substitute services; and IHS shall have the option, in lieu of such termination, to offer to provide reasonable substitute services on terms and conditions (if different than those specified in this Agreement with regard to obligations of IHS other than as to specific equipment, software and other materials) to be agreed by the parties.

The License Agreement shall terminate, without necessity of notice to County, upon termination or expiration of this Agreement, unless otherwise expressly agreed in writing by IHS.

If this Agreement is terminated or invalidated pursuant to Section 6 (except as otherwise expressly provided in this Agreement for termination under such section) or by County's breach, including but not limited to breach of the terms of any software or other license applicable to equipment or software used or provided by IHS in providing the Service, or invalidated by operation of law or lawful order, IHS shall have no duty to assist County as described by Section 3.

In the event of termination for any reason prior to the Expiration Date of the term hereof or any renewals thereof, IHS shall have the right immediately to reclaim possession of any of its property in the possession or under the control of the County (or any of its employees, officers, elected officials, agents or other representatives), including IHS programs (including but not limited to the Programs specifically licensed in the Non-Exclusive License Agreement, **Attachment B** hereto ("License Agreement")), data, and related documentation or other support materials, and County shall have a duty to immediately return all such items and any and all copies of such items in its possession or under its control to IHS, and shall immediately refrain from using same; and in addition County promptly shall identify to IHS in writing any persons or entities, including County's employees, officers, elected officials, agents or representatives as well as third parties, that the County or any of its employees, officers, elected officials, agents or representatives know or reasonably suspect still possess or are using in whole or part any such IHS Property.

6. SUBJECT TO APPROPRIATION

This Agreement shall continue in force as set forth in Paragraph 2 above, subject only to the following limitation: The obligation of the County to make payments under this Agreement is subject to annual appropriation by the County in its budget of funds to make such payments.

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party, as of the last date for which funds have been appropriated; provided, that the County will remain responsible for costs and fees accrued hereunder for periods prior to such non-appropriation termination; and provided, further, that any assistance provided to County by IHS in the transferal of County data, including but not limited to any conversion or formatting of data, shall be provided by IHS under the provisions of Section 3, and County's obligation there under to pay for such services shall not be excused by reason of the non-appropriation of funds for the Agreement as a whole.

County certifies that it has available funds for payment of this Agreement during the initial fiscal year of the County in the Initial Term hereof. Further, County agrees that it will notify IHS at least ninety (90) days prior to the end of its fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this Agreement is not terminated pursuant to this section, then on or before ten (10) days before the beginning of each County fiscal year during the applicable term hereof, the County shall provide written certification that adequate funds have been appropriated by the County for the payment in full required under this Agreement for such fiscal year.

7. SERVICES

During the Initial Term or any Renewal Term hereof, IHS shall provide data processing services to the County and its various specified departments, as described in **Attachment A** hereto ("Scope of Services and Schedule of Equipment") (the "Services"). IHS shall render the Services to the County as may be reasonably requested from time to time by the County. The Services will be provided either by utilizing equipment specified in **Attachment A** that is installed and operated by IHS on the premises of the County, as contemplated below in this Section 7 and in Section 16, or by Hosted Services based on servers located at an IHS site.

The County has the right to permit access and use of the Program(s) by authorized County employees, up to the User Number specified in **Attachment A** hereto; *provided*, that no more than the Concurrent User Number may access or use the Program(s) at any given time. The Client shall assign a unique User Identification Number to each

authorized User, and shall provide to IHS a list of authorized Users and their User Identification Numbers upon request by IHS.

"User" shall mean a County employee who is authorized to access and use the Services.

"User Number" shall mean the maximum number of County employees who are authorized to access and use the Services, *i.e.*, the maximum number of Users.

"Concurrent User Number" shall mean the maximum number of Users who are authorized to access and use the Services at any given time.

IHS agrees to provide training to the County's personnel in the various County departments utilizing the Services hereunder, when, in the opinion of both parties, it will further the intent of this Agreement and facilitate and expedite the provision of the Services; provided, that only the initial orientation described below is included as part of the Monthly Fee.

The County acknowledges that certain computer programs will be utilized or otherwise made available by IHS in its provision of the Services hereunder, and that these programs (the "Programs") and their use by the County or on its behalf or for its benefit shall be governed by the companion License Agreement (**Attachment B**), which is hereby incorporated into this Agreement, and by other applicable terms of this Agreement. In the event of a conflict between the terms of this Agreement or any amendment hereto and the License Agreement as it may be amended from time to time, the terms of the License Agreement shall control.

Initial Installation of the IHS Programs by IHS for the Services shall occur after an initial orientation of appropriate County personnel by IHS, to be arranged as specified in Section 17.E below. As contemplated in Section 17.E, the initial orientation shall be at no additional charge to the County if it is performed at IHS's offices in Conroe, Texas, or at a location in County's offices; but if the County elects to have such initial orientation at another location, or additional orientation sessions, the County shall be responsible for fees and reasonable costs associated with the provision of such orientation, regardless of location, at IHS's then-prevailing time and materials rates, including costs and expenses of IHS travel and reasonable per diem expenses.

Initial Installation of the Programs and equipment for the Services shall be performed at no additional cost to the County.

IHS will provide a server on which IHS Programs will be installed and operated by IHS that will be connected to the County's network as appropriate for access by the County. That server may be located at a site on County's premises ("Onsite Installation") or at a remote site of IHS's choosing ("Hosting Site"), as specified in **Attachment A** hereto.

For Onsite Installation. After Initial Installation, access and maintenance of the Programs by IHS for Onsite Installation will be by remote access. The County shall be responsible for the provision of satisfactory remote access by IHS, as contemplated in Section 17.F below. After Initial Installation, any trips by IHS to the Onsite Installation site that may be required for maintenance, upgrades or other purposes shall be billed to the County on a time and materials basis, including costs and expenses of IHS travel and reasonable per diem expenses, and the County agrees to pay such charges, costs and expenses. The County will be responsible for all data backup for Onsite Installations, as provided in Section 17.C.

For Remote Installation. In the even Hosting has been selected by County, IHS will provide the Services utilizing server(s) located at IHS site(s) ("Hosted Services") rather than at a County site. Access to the Hosted Services by the County will be via the Internet accessible from County workstations or other appropriate computer equipment, as applicable. IHS will provide security and access limitation at the Hosting installation site(s) in the form of the methods and procedures stated in **Attachment A** hereto as part of the Hosted Services, at no additional cost to the County. IHS will be responsible for data backup. The County will be responsible for obtaining and maintaining

suitable Internet access via a reliable and competent Internet Service Provider ("ISP") or other suitable access provider or method (such as a virtual private network), and for providing and maintaining suitable internal local area networks and other infrastructure suitable to achieve such Internet access from the workstations or other locations from which the County will access the Hosted Services.

The County is responsible for all costs related to achieving such Internet access to the Hosted Services server(s), including but not limited to any costs of equipment, equipment and software installation and maintenance required to achieve such Internet access, and the costs of service by its ISP or other means of Internet access. The ISP (or other method of Internet access) must provide reliable Internet access, with the minimum performance criteria identified in Attachment A. The County shall identify its proposed ISP (or other method of Internet access) and provide appropriate supporting detail and technical specifications about the ISP (or other method of access) service to IHS for approval, the giving or denying of which shall be based on IHS's best professional judgment. If, in IHS's sole judgment, the County's proposed ISP (or other method of Internet access) has capabilities inadequate to permit appropriately reliable, accurate and fast access to the Hosted Services, or if an ISP (or other method) used by the County, even if previously approved by IHS, has provided inadequate or unreliable access, on written request by IHS, the County agrees promptly to replace the ISP (or other method) with another having suitable capability and performance record, subject to IHS's approval.

If, having elected Hosted Services against IHS's advice to do so based on IHS's assessment that available ISPs (or other methods) will not provide the County with adequate access to Hosted Services, or if available ISPs (and other methods) lack or have shown by performance to lack ability to provide adequate and reliable access to Hosted Services, IHS may request in writing that the County convert to an Onsite Installation; if the County elects not to do so, IHS may at its sole discretion terminate this Agreement without penalty or further obligation to the County, other than the obligation to return the County's data to it and to assist the County with data conversion specified in Section 3. Conversion to an Onsite Installation, if elected by the County will be at the County's expense, with costs of IHS-provided equipment (including Onsite server(s)) and Onsite Initial Installation at County expense, at IHS's then-prevailing rates for labor and equipment, and including per diem and reasonable travel expenses for any IHS personnel visits to the new site.

8. SPECIAL SERVICES

IHS will from time to time provide the County with such special services or supplies outside the stated scope of the Services but related thereto as may reasonably be requested or approved by the County, and for which special services funds have been appropriated, including but not limited to: special data entry services, such as conversion, program and test data keypunching, and other data entry; computer runs; or industrial or systems engineering services; provided, that the County and IHS agree upon the fees and costs therefore, that the County approves, in writing, payment for such special services, and certifies in writing that appropriated funds are available to pay for such special services. Special services shall include conversion, formatting or other handling of data to be maintained or utilized by IHS under this Agreement, whether such data is provided to IHS by County or on County's behalf by a previous or existing third-party County service provider, as may be reasonable or necessary.

For any custom programming (*i.e.*, any programming or other services not identified in Attachment A) that is requested by County and which IHS agrees to provide, IHS shall provide County an estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the requested custom programming, based on IHS' then-prevailing rates for such custom programming services. County shall have the option thereafter to have the custom programming performed. Upon County providing a written certification that appropriated funds are available from current sources to pay for such custom programming services, IHS shall perform such services. IHS shall bill County, and County agrees to pay, for the actual time, materials and other costs and expenses incurred in performing the custom programming, at IHS' then-prevailing rates.

The County is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by County staff or others to access, send, receive, print, write or record, manipulate, store, backup (see section 17.C), restore (see section 17.C), or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IIHI"; also referred to as protected health information, "PHI"); its

security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant County functions or procedures concerning such data or Access thereto, are compliant with the Health Insurance Portability and Accountability Act ("HIPAA"), 29 U.S.C. ' ' 1181, et seq., and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines. IHS is providing the Programs on an "as is" basis. If additional equipment, software or other programming beyond the Programs "as is" status, or procedures are required so that the data processing services provided by IHS hereunder for the County may be achieve compliance with HIPAA, considering the County's network, operating systems, and equipment and their configuration, deployment and other characteristics, the County's program, applications and data access practices and procedures, staffing, Access and other security rules and procedures, or other relevant factors, comply with HIPAA, County shall be responsible for the costs of compliance by IHS, on a time and materials basis at IHS' then-prevailing rates, and costs and expenses of any associated IHS travel, including reasonable per diem expenses.

If IHS is requested to provide assistance to County to respond to any request made under the Texas Public Information Act, IHS shall be compensated by County for any such assistance that is outside the scope of the standard reporting specified in **Attachment A**, on a time and materials basis at IHS' then-prevailing rates.

9. OWNERSHIP AND CONFIDENTIALITY

The County's data files and the data contained therein shall be and remain the County's property. All the existing data and data files of the County shall be returned to it by IHS at the Expiration Date or upon earlier termination of this Agreement. The County's data shall not be utilized by IHS for any purpose other than that of rendering services to the County under this Agreement and will not be disclosed, sold, assigned, leased, or disseminated to third parties, by IHS, or commercially used or exploited by or on behalf of IHS, its employees or agents.

10. PROTECTION OF COUNTY DATA

IHS shall establish and maintain reasonable safeguards against the destruction or loss of the County's data in the possession of IHS, which safeguards shall at least meet the standards of safety maintained by the County for like data. As provided in Section 17.C below, for Onsite Installations, the County shall be responsible for daily and monthly backup of data.

11. MONTHLY FEES; INTEREST; TAXES

Commencing on April 1, 2010, and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereto, the County shall pay to IHS at its office in Montgomery County, Texas, as advance monthly fees for the Service, the sum of Nine Hundred Forty-Five Dollars (\$945.00) (the "Monthly Fee").

In the event the County elects to add additional equipment or software, or to request substitute equipment or software, during the term of the Agreement, IHS shall provide it, subject to availability and there being appropriated funds certified by the County in writing and sufficient to cover associated additional or increased costs and fees associated with such additional or replacement equipment and software. IHS may require an initial fee for the costs of providing the requested additional equipment or software. The Monthly Fee applicable thereafter may be increased by IHS as necessary to reflect any additional cost to IHS of providing, installing, maintaining, repairing and, as appropriate, operating each requested additional device and any associated software or licenses.

Timely payment in full of fees and other costs when due is a material obligation of the County. Payments are due within thirty (30) days of invoice by IHS. Amounts due and payable by County but not timely received by IHS shall accrue eight percent interest from the first day past due until paid.

County shall be responsible for any and all taxes or levies of any kind or character whatever that may be assessed or due on account of the Services, except any receipts taxes or income taxes of IHS. If County claims exemption from any particular tax or taxes, such as sales taxes, County must provide IHS with a copy of the applicable tax exemption certificate.

12. TERMINATION

Except as otherwise provided herein for immediate termination by IHS, if the County defaults in any required payments to IHS, or fails to perform any other material obligation hereunder, IHS shall notify the County in writing of such default, including a brief statement of the facts constituting the claimed default. If the County does not cause such default to be remedied within a reasonable amount of time after receipt of such written notice, IHS shall have the right to terminate this Agreement with no further written notice to County and without penalty to IHS. Such termination for default will not relieve the County of its obligation to pay all fees and costs accrued or otherwise due and payable under this Agreement as of the date of such termination; and shall not operate to waive or diminish any other rights of IHS hereunder, or to obtain such other relief at law or in equity to which it may be entitled.

If IHS defaults in its obligations hereunder, County shall notify IHS in writing of such claimed default, including a statement of the facts asserted as the basis for such claimed default. IHS shall have a reasonable time after receipt of such written notice to review the County's claim and respond to County with an estimate of the time required to cure the claimed default. IHS shall then cause such default to be remedied within the estimated time. If timely cure is not made by IHS, the County shall have the right by further written notice to IHS to terminate this Agreement; provided, that such termination shall not operate to excuse County of payment for all costs and fees accrued hereunder prior to such termination. This agreement may be cancelled anytime after the expiration of initial 2 year period described in paragraph two of this agreement with 90 day notice.

13. TIME REQUIREMENTS

IHS is not required to devote its efforts exclusively to the performance of this Agreement, and IHS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

14. INDEPENDENT CONTRACTOR

The parties contemplate and intend that the relationship of IHS to County at all times during the term of this Agreement and any extensions thereof shall be that of an independent contractor and not an employee of the County; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of IHS as an independent contractor. IHS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them. Other than as may be expressly provided herein to the contrary, IHS is and shall be the sole and exclusive owner of any and all work product or intellectual property it may create or cause to be created for or in relation to its provision of the Services to the County.

15. NOTICE

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to IHS:

INDIGENT HEALTHCARE SOLUTIONS
2040 Loop 336 - Suite 304
Conroe, Texas 77304

If to County:

Attn: Honorable Wayne Brascom
Llano County Judge
Llano County Courthouse
Llano, TX 78643

16. SITE ENVIRONMENT; COUNTY LIABILITY FOR DAMAGE TO EQUIPMENT OR SITE ENVIRONMENT

The County shall provide a suitable installation and operation environment (the ASite Environment) for the computers and other equipment utilized by IHS in connection with this Agreement, in accordance with the applicable equipment manufacturer's requirements, a copy of which is available to the County upon request, and with any other requirements specified in **Attachment C** hereto ("Statement of Site Environment Requirements and Acknowledgment of Responsibility for Site Environment"). In the event the County does not provide or maintain the required Site Environment at any time during the term of this Agreement or any extensions thereof, IHS is authorized at its sole option either to terminate this Agreement by giving ten (10) days written notice, or to take such steps as may be reasonable or necessary under the circumstances, as determined by IHS in its sole judgment, to provide, restore or maintain the Site Environment, and the County shall reimburse IHS for all incurred costs of such provision, restoration or maintenance of the Site or any substitute Site.

If the County's officers, employees, or other agents or representatives misuse or in any way abuse or damage, by negligence or otherwise, equipment, software or documentation provided or operated by IHS in providing the Service, the County will be responsible for all costs associated with repair or replacement, as such repair or replacement is determined by IHS in its sole discretion to be needed or appropriate. In the event IHS provides computers or other equipment installed at a location on County property, then County will provide insurance coverage for loss or damage of such equipment and software, or related documentation, and also shall be responsible for all costs associated with repair or replacement. Notwithstanding the County's financial responsibility for any such repairs or replacements called for in this section, IHS shall be and remain the owner of such equipment, software, documentation and associated licenses.

Prior to the installation or operation of any computer equipment and related software by IHS for the provision of the Services, the County will execute a copy of **Attachment C**, which is hereby incorporated into this Agreement.

17. COUNTY ASSISTANCE

The County agrees to cooperate fully with IHS in the provision of the Services, and to make personnel available for the purpose of installation and training. Failure by County to make reasonable efforts to facilitate IHS' delivery of the Services shall not be a basis in whole or part for alleging non-performance by IHS. The following is intended to supplement and clarify the obligation of County to provide reasonable assistance to IHS in its provision of the Service, but in no way to limit or waive County responsibilities elsewhere stated or implied in this Agreement.

- A. County agrees to appoint a Services Coordinator and to notify IHS of such appointment in writing within seven (7) days of executing this Agreement. The Services Coordinator shall be IHS' contact person for providing the Service and for administering the License Agreement, and shall be responsible for coordination between the County and IHS pertaining to the Service, including but not limited to coordination and prioritization of day-to-day services by IHS and County requests for services or special services.
- B. County will make reasonable efforts to ensure that appropriate persons from all affected County offices and departments will attend any applicable training sessions. It shall be the responsibility of the Services Coordinator to announce and otherwise communicate to County's personnel information and notices concerning applicable scheduled training and installation, maintenance, or repair activities.
- C. For Onsite Installations, the County shall be solely responsible to provide daily and monthly backup of all data. IHS initially will provide seventeen (17) data tapes suitable for such backup, including five (5) tapes for daily weekday backup, and twelve (12) tapes for individual monthly backup. After the first twelve months, the County will purchase and use new tapes for each succeeding twelve-month period or part thereof to ensure the reliability of the tapes in use; and the County will retain the old tapes as needed to maintain backup data for the prior year. The parties agree this approach will be the most appropriate to ensure that PHI data will be suitably protected and preserved. It will be the County's responsibility to ensure that daily and monthly backups are timely performed and have integrity; that the backup tapes are

properly stored and maintained; and that the rotation of weekly and monthly tapes occurs in proper order and that stored backup data is not inadvertently or prematurely over-written or erased. The County will be responsible for any costs associated with the acquisition, installation or operation of backup equipment or software, and for any costs of restoring data. *IHS will not be responsible or liable in any way for loss of data or compromise of data quality or accuracy caused in whole or part by the failure of the County properly to perform backup or for the failure of integrity of such backup data or tapes.*

For Hosted Services, IHS will be responsible to conduct daily and monthly backup of County data kept on the Hosted Services server(s), by means consistent with industry standards, or as may be otherwise specifically described in Attachment A.

- D. County shall cooperate fully with IHS in efforts by IHS to maintain any copyrights, trademarks or service marks, patents, trade secrets or other intellectual property or proprietary information in the Programs or other materials, equipment, software, or data provided or utilized by IHS in provision of the Services hereunder, including but not limited to directly assisting IHS as IHS may reasonably request, and in taking all actions and executing all documents necessary to the reasonable efforts of IHS to maintain and protect such intellectual property. Failure of County to provide such assistance shall constitute a material breach of this Agreement.
- E. Initial Installation of the Programs shall occur after an initial orientation of appropriate County personnel by IHS. IHS offers an initial orientation to County at its offices in Conroe, Texas, without additional charge. If County chooses to have the initial orientation at another location, it shall cooperate with IHS to schedule the orientation at a mutually convenient time and location, and County shall reimburse IHS for costs and expenses incurred by IHS personnel in travel to and from such other location, including without limitation, travel costs and expenses and reasonable per diem expenses, and shall pay IHS a reasonable fee, at IHS' then-prevailing rates for time (including travel) and materials, for such orientation services.
- F. IHS access to Onsite Installations. In order that IHS may provide remote support and maintenance for Onsite Installations, County shall be responsible for providing, at County's expense, suitable remote electronic access for IHS to the Programs, the server on which they are installed, and the applicable County network, including providing suitable access equipment as may be necessary, and any assistance that may be required from time to time to accomplish such access. For the purposes of this provision, unless otherwise expressly agreed by IHS in writing, "suitable remote electronic access" shall mean remote access using "suitable access equipment." and with the cooperation and assistance of County. The parties agree that a virtual private network ("VPN"), if available, would be the preferred method for such IHS remote electronic maintenance access because it would provide the currently most assured secure access considering HIPAA requirements and the confidential nature of health care data, including PHI. Thus, for the purposes of this provision, "suitable access equipment" shall mean, at a minimum, provision by County of a Web port, an FTP port, and a Telnet port, for the use of IHS, and, if practicable for County to provide, also a virtual private network accessible by IHS. If County fails or refuses for any reason to provide suitable remote electronic access to IHS including suitable access equipment, County agrees that it shall be responsible for paying, and shall pay, service fees and costs for any services provided by IHS that require on-site access by IHS, at IHS then-prevailing rates for time (including travel time) and materials, and including costs and expenses of travel for IHS personnel providing such services.
- G. Each year, IHS holds an annual Customer Advisory Committee meeting. All customers of record are invited and are strongly encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, IHS identifies improvements, modifications and/or enhancements it will seek to make to the IHS Programs over the next year. Such improvements, modifications and/or enhancements will be provided in new software releases.

- H. County agrees to provide IHS with suitable workspace at or near the Site, including appropriate furnishings and the use of a telephone.

18. ASSIGNMENT

This Agreement shall be binding upon the successors and assigns of each party. Other than IHS' granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment, software or other materials furnished by IHS to County, or an assignment or transfer by IHS of all or substantially all of IHS' business or assets to a third party which expressly agrees to assume the duties and responsibilities of this Agreement, neither party may assign all or any of its rights or obligations hereunder without the express written consent of the non-assigning party.

19. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties concerning the subject matter hereof, but may be amended from time to time only by a writing duly executed by both parties.

20. APPLICABLE LAW; VENUE

This Agreement shall be construed under the laws of the State of Texas, its choice of law's provisions excepted, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable. Jurisdiction and venue shall lie (in the state district courts of Travis County, Texas, or the federal district courts of the Western District of Texas, Austin Division.

21. INDEMNITY

TO THE EXTENT PERMITTED BY LAW, COUNTY SHALL INDEMNIFY AND HOLD IHS HARMLESS FROM ANY AND ALL CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (HEREIN, "CLAIMS"), INCLUDING BUT NOT LIMITED TO CLAIMS CONCERNING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, OR INFRINGEMENT OF INTELLECTUAL PROPERTY, ASSERTED AGAINST IHS BY ANY PERSON (INCLUDING ANY THIRD PARTY; OR ANY COUNTY OFFICER, OFFICIAL, EMPLOYEE, AGENT OR OTHER REPRESENTATIVE (HEREIN, ALL COLLECTIVELY "COUNTY PERSONNEL"), OR ANY PERSONS AUTHORIZED OR PERMITTED BY COUNTY TO BE PRESENT ON THE SITE OR TO USE OR ACCESS ANY EQUIPMENT, SOFTWARE OR ASSOCIATED DOCUMENTATION PROVIDED BY IHS OR OTHERWISE USED BY IHS IN THE PROVISION OF THE SERVICE (COLLECTIVELY, "COUNTY GUESTS"), OR ANY IHS PERSONNEL), ARISING IN WHOLE OR PART FROM ANY ACT OR OMISSION BY COUNTY OR ANY COUNTY PERSONNEL OR COUNTY GUESTS; provided, that the County shall have no obligation hereunder to IHS for any third party Claims of intellectual property infringement either (i) arising from use by County Personnel or Guests of equipment or software provided by IHS for provision of the Services, where the acts of such County Personnel or Guests are in strict accord with the terms of this Agreement, including full compliance with the terms of any third party or IHS licenses applicable to such equipment or software, or (ii) for acts or omissions of IHS or IHS personnel.

22. INTELLECTUAL PROPERTY RIGHTS RETAINED; CONFIDENTIALITY; OPEN RECORDS REQUESTS

No rights to use or possess any intellectual property of IHS or any third party are granted or transferred to the County by this Agreement except as expressly provided herein or in any license agreements expressly made a part of this Agreement.

Each party shall keep strictly confidential the proprietary or other confidential information of the other that may be acquired or provided in the course of performance of this Agreement. Each party shall promptly notify the other in writing of any discovered compromise of such confidentiality. COUNTY SHALL USE REASONABLE EFFORTS TO ENSURE THAT NO UNAUTHORIZED COPIES OF OR ACCESS TO SOFTWARE AND OTHER INTELLECTUAL PROPERTY PROVIDED BY IHS IN THE PROVISION OF THE SERVICE IS OBTAINED BY UNAUTHORIZED PERSONS.

COUNTY SHALL IMMEDIATELY INFORM IHS IN WRITING OF ANY REQUEST UNDER THE TEXAS PUBLIC INFORMATION ACT ("TPIA") FOR INSPECTION OR COPYING OF ANY INFORMATION, DATA,

SOFTWARE OR OTHER INTELLECTUAL PROPERTY OR MATERIALS OF IHS OR ANY OF ITS SUPPLIERS BEING USED IN THE PROVISION OF THE SERVICE OR OTHERWISE LICENSED TO COUNTY BY IHS, AND SHALL TIMELY INITIATE THE REVIEW PROCESS OF THE TEXAS ATTORNEY GENERAL UNLESS EXPRESSLY RELEASED IN WRITING BY IHS FROM THIS OBLIGATION. In the event that disclosure is ultimately required, licensee shall provide, along with access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by or licensed to IHS, and are protected by the federal Copyright Act; that recipient is not by virtue of disclosure under the TPIA thereby authorized to use, copy, or disseminate the materials without the express written consent of IHS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient to civil or criminal penalties. THIS IS A MATERIAL OBLIGATION OF THE COUNTY, AND ANY FAILURE OF THE COUNTY TO COMPLY, FOR WHATEVER REASON, IS GROUNDS FOR IMMEDIATE TERMINATION BY IHS OF THIS AGREEMENT AND ANY ASSOCIATED LICENSES.

23. DISCLAIMER OF WARRANTIES; NO IMPLIED WARRANTIES

IHS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE. IHS MAKES NO REPRESENTATIONS REGARDING THE PERFORMANCE OF OR FITNESS FOR USE FOR ANY PURPOSE OF ANY EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. IHS DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE; AND IN PARTICULAR DOES NOT WARRANT THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO PROVIDE OR ACCESSIBLE THROUGH THE SERVICE WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA THAT IS THE SUBJECT MATTER OF THE SERVICES, AND IHS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT SUCH DATA.

24. DISCLAIMER AND LIMITATION OF LIABILITY

NEITHER IHS NOR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM COUNTY'S USE OF THE SERVICE. THE COUNTY'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY IHS SHALL BE TERMINATION AS PROVIDED IN SECTION 12 HEREOF.

25. FORCE MAJEURE

IHS shall not be responsible for performance hereunder, and its obligation to perform the Services shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God including fire, explosion, storm and other weather events; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other harmful agents, or interference with, alteration or destruction of County data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of IHS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until IHS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

26. NO WAIVER OF RIGHTS

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a

writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

27. LIMITATIONS; ATTORNEYS FEES

Any claim concerning the performance of any provision of this Agreement must be brought within one (1) year of the occurrence of the event complained of, whether act or omission, or be barred.

28. CONSTRUCTION

Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.

APPROVALS

IN WITNESS WHEREOF, we have executed this Agreement as of the 22 day of February, 2010.

COUNTY

BY:



NAME PRINTED: Hon. Wayne Brascom

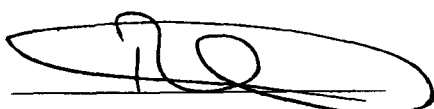
TITLE: COUNTY JUDGE

DATE:

February 22, 2010

IHS

BY:



NAME PRINTED: Robert Baird

TITLE: PRESIDENT

DATE:

2/15/10

ATTACHMENT A
TO DATA PROCESSING SERVICES AGREEMENT
Scope of Services (Programs), Fees and Schedule of Equipment

RE: Data Processing Services Agreement between IHS and Llano County, Texas ("County").

The following Programs will be provided by IHS for the Services to the specified County offices or departments, subject to the terms and conditions of the Services Agreement and the companion License Agreement (**Attachment B** to the Services Agreement):

SERVICES: SOFTWARE

[Department 1]:

- | | |
|---|---|
| • Vendor Management | • Annual updates for CPT codes |
| • Client Management | • Client listings |
| • Invoice entry for prescriptions | • Termination listings |
| • Invoice entry for anesthesia | • Explanation of benefits (EOB) reporting |
| • Invoice entry for physician services | • General Ledger totals report |
| • Invoice entry for in-patient care | • Source totals reports |
| • Invoice entry for out-patient care | • Pending invoice listings |
| • Monthly updates for Red Book / NDC drug codes | • Hospital utilization by days |
| | • Amounts paid on clients |
| | • CPT usage reports |
| | • DRG Code Management |

FEES AND USER NUMBERS

Monthly Fees are due and payable in the offices of IHS in Conroe, Texas, on or before of the first day of each calendar month during the term of the Services Agreement, applicable to the Services for that calendar month; *provided*, that the first payment in the Initial Term or any Renewal Term shall be equal to two (2) months' fees for the applicable term, that is, for the first and last month of that term. All payments must be in U.S. dollars, by check, money order, cashier's check or wire transfer.

TOTAL MONTHLY FEE of Nine Hundred Forty-Five Dollars (\$945.00) for the following County offices and departments, inclusive:

Llano County

SCHEDULE OF EQUIPMENT

INSTALLATION OF PROGRAMS WILL BE

___ ONSITE (on Client's premises) X HOSTED (Internet or other remote access)

IHS will utilize the following equipment (computers, servers, other) or its functional equivalent as part of the Services specified in the Services Agreement. Unless otherwise expressly stated in a writing executed by IHS, the County shall have and acquire no right, title or interest in or to any equipment or hardware of any kind that is provided by or for IHS ("IHS Equipment"), or in or to any software provided by or for IHS additional to the Programs identified above (including but not limited to operating systems or other software for IHS Equipment) ("Other IHS Software"), whether such IHS Equipment or Other IHS Software is owned or leased by IHS or merely licensed to IHS; and all right, title and interest in and to such IHS Equipment and Other IHS Software shall remain solely in IHS and/or in those third parties who lease or license such equipment or software to IHS. IHS reserves the right to substitute, replace or modify any IHS Equipment or Other IHS Software from time to time, at IHS's sole discretion.

SERVER and characteristics:

Model: IBM 270

Operating system version/release: AIX Unix V5 or later

SITE LOCATION: ILand Internet Solutions Corporation, Dallas, Texas

FOR HOSTED SERVICES ONLY:

IHS will provide the following security at the remote installation site and/or for the remote installation server: firewall; virus protection; master login password- and specific User login password-limited access. IHS will perform daily and monthly data backup.

CLIENT-SUPPLIED EQUIPMENT – MINIMUM SPECIFICATIONS

The following are the suggested minimum specifications for Client-supplied equipment, to ensure compatibility with the IHS Programs and satisfactory performance:

WORKSTATIONS:

2.0 GHz Intel Pentium PC	256 MB RAM	30 GB hard drive
17 inch monitor or LCD	CD drive	
Windows XP Pro or 2000 Pro	Internet Explorer 6.0 or later	100 base-T Ethernet card

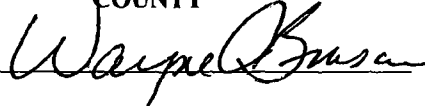
Internal NETWORK:

100 base-T compliant

REQUIREMENTS AND SPECIFICATIONS
REGARDING CLIENT REMOTE ACCESS

ISP Requirements: High Speed Internet

APPROVALS:

By:	<u>COUNTY</u> 	By:	<u>IHS</u> 
Print name:	Hon. Wayne Brascom	Print name:	Robert Baird
Title:	County Judge	Title:	President
Date:	<u>February 22, 2010</u>	Date:	<u>2/15/10</u>

ATTACHMENT B TO DATA PROCESSING SERVICE AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Indigent Healthcare Solutions ("IHS"), with offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

Llano County

(LICENSEE NAME)

Llano, Texas, 78643

(CITY, STATE, ZIP CODE)

("Licensee") to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached Schedule A, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Schedule to this Agreement, one (1) set of user's manuals and related documentation, in machine readable or printed form.

Check one: ☐ Onsite Installation ☒ Hosted Installation

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN IHS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY IHS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN IHS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.

Signed:

Wayne Brascom

Hon. Wayne Brascom

[print name]

Date:

Feb. 22, 2010

For IHS Use ONLY

TERMS AND CONDITIONS

1. LICENSE

Licensee acknowledges that it shall be a licensee of Indigent Healthcare Solutions ("IHS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number and Concurrent User Number specified in **Schedule A** hereto; provided, that no more than the Concurrent User Number may access or use the Program(s) at any given time. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to IHS a list of authorized Users and their User Identification Numbers upon request by IHS.

As specified in **Schedule A** hereto, IHS shall provide the Programs or access to them to Licensee based either on installation of the Programs by IHS (i) at a location on the Licensee's premises ("Onsite Installation") or (ii) at a location remote from Licensee's premises ("Hosted Services Site"). For Hosted Services, access to and use of the Programs by Licensee shall be accomplished by Licensee's use of the Internet (World Wide Web) or other remote communication means, procedures or networks., utilizing computers, workstations or other equipment of Licensee; and Licensee shall be solely responsible for providing and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider. IHS may from time to time require that Licensee meet certain requirements and specifications regarding the means of accomplishing such access.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with IHS and do not pass to Licensee in whole or any part. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets, the unauthorized disclosure of which would cause competitive and actual harm to IHS. For the purposes of this License, the term "Programs" shall include, any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in **Schedule A** hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically

from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; and for installation on server(s) located other than on IHS premises or other IHS Hosted Services Sites ("Onsite Installation"), the Programs may be installed on only one (1) computer or server at any given time. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the companion Data Processing Services Agreement ("Services Agreement"), and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any IHS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by IHS in the provision of any services to Licensee related to or depending on the Programs.

IHS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and improvements thereof, whether provided to Licensee by IHS or by any third party, (i) are considered by IHS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are and remain the exclusive property and proprietary information of IHS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by IHS or on its behalf are and shall remain the sole property of IHS or, if licensed to IHS, of the relevant licensor as the relevant license may provide; and

Licensee acquires no ownership, rights, title or other interest in or to the Programs hereunder other than as expressly provided. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of IHS or IHS' licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

2. TERM

This license shall be in effect from the date of execution of the associated IHS Data Processing Services Agreement until termination of that Services Agreement, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by IHS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of IHS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of IHS' proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, to indemnify IHS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

3. PAYMENTS

All license fees and any first year support fees, along with any installation and training fees, whether specified herein or in an associated contract for services by IHS, shall be paid to IHS upon mutual execution of this License Agreement. Any other sums due hereunder shall be payable within ten (10) days of Licensee's receipt of IHS' invoice therefor. Any past due amounts shall bear interest from the date when due until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to IHS at its address specified above or at such address as may from time to time be designated by IHS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies,

however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on IHS' net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide IHS with a copy of the applicable tax exemption certificate.

4. SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form, are not made available, and access is not provided or permitted, by the Licensee or by any of its employees, officers, principals, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

a. To use and access the Programs solely at the place of installation specified in **Schedule A** to this License Agreement.

b. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of IHS, except as may reasonably be required for archival or security storage purposes.

c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.

d. To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.

e. To maintain and reproduce IHS' copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which IHS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.

f. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of IHS.

g. CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS. Any modifications or enhancements to the Programs, or any other Program-related material provided by IHS to the Licensee, shall be subject to all conditions and restrictions contained in this Agreement. Licensee acknowledges that IHS has

gone to considerable time, trouble and expense to develop the Programs and that IHS would suffer great and irreparable harm and damage, including competitive disadvantage, by any unauthorized copying, reproduction, dissemination, or other unauthorized use of the Programs. Licensee further acknowledges that such action may cause significant commercial damages to IHS which may be difficult or impossible to quantify. **Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available to IHS, IHS shall be entitled to equitable relief including but not limited to temporary restraining orders entered without notice to Licensee or a prior opportunity for Licensee to defend, and preliminary and permanent injunctions, to compel strict compliance with the terms of this License. Licensee hereby expressly waives any right it may have to require IHS to post a bond or other security as a prerequisite to obtaining equitable or legal relief, or to request to a court of competent jurisdiction that a bond be imposed for any such relief. Licensee also waives any right to proof of actual or impending actual damage as a prerequisite to IHS obtaining equitable relief.**

5. LIMITATION OF LIABILITY

IHS' liability for damages to Licensee, its employees, officers, elected officials or principals, agents or representatives for any cause, claim or action of any kind or character whatsoever related to this License or arising from or related to the use of the Programs by or on behalf of Licensee or access to the Programs provided or permitted by Licensee or its employees, officers, elected officials or principals, agents or representatives,, and regardless of the form of action, whether in contract or in tort, including negligence, shall be strictly limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary, in no event will IHS be liable for any lost profits, lost savings, or other actual, special, incidental or consequential damages, or for punitive or exemplary damages, even if IHS has been made aware of the possibility of such damages, or for any claim against Licensee, its employees, officers, elected officials, agents or representatives by any other party, arising or made in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or for any act or failure to act of IHS, arising out of, related to or in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or IHS' performance or

nonperformance under or related to this License Agreement.

6. TERMINATION

Upon termination of this License for any reason, Licensee shall promptly uninstall, delete or otherwise permanently remove all copies of the Programs from any and all computers and storage devices or media of any kind in Licensee's possession or under its control or right of control on which a copy may reside (hereinafter, "delete"); and deliver to IHS all copies of the Programs including all materials related thereto that are in Licensee's possession or under its control or right of control, whether or not provided by IHS hereunder, or copied or created by Licensee or its employees, agents or representatives, in whatever form and on whatever medium made, recorded or stored, together with all portions, reproductions, and modifications thereof, pertaining to the Programs; and shall also warrant in writing to IHS that all copies thereof have been deleted from all of Licensee's equipment (or other equipment in Licensee's possession or under its control or right of control) and either destroyed or returned to IHS as required hereunder. Within ten (10) days of request by IHS, Licensee shall certify in writing to IHS that, to the best of Licensee's knowledge, the original and all copies, in whole or part, of the Programs, in Licensee's possession or under its control or right of control, including all related materials and copies, have been deleted, destroyed or returned to IHS. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to IHS or deleted or destroyed and so certified in writing by Licensee.

IHS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that the Licensee (i) fails to pay IHS in full any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to comply fully with any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. IHS' right of termination shall be in addition to any other right or remedy it may have at law or in equity.

This License shall immediately and automatically terminate upon any offer or attempt of Licensee to: assign, sublicense or otherwise transfer it in whole or part, or any rights granted herein, to any third party, or to assign, condition or avoid any obligations imposed

herein, without the express written consent of IHS; or upon any such assignment or transfer, condition or avoidance, or right or option thereto, of any kind, actual or constructive, whether by operation of law, lawful order or otherwise, including without limitation appointment of a receiver or a trustee in bankruptcy or an assignment in favor of Licensee's creditors.

IHS reserves the right immediately to terminate this License if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or any part thereof, are asserted against IHS, any relevant IHS licensor, or Licensee or any of Licensee's employees, officers, agents or representatives. Such determination shall be in the sole discretion of IHS. Termination on this basis shall be effective on notice in writing to Licensee by IHS, stating the reason for such termination.

7. NO WARRANTY

IHS PROVIDES THE PROGRAM TO LICENSEE "AS IS". IHS MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR FUNCTIONALITY OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE. IHS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED OR PROVIDED IN THE PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PROGRAMS OR THEIR OPERATIONS OR OUTPUT PRODUCTS OR FILES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL AGENTS. IHS DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS, ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY LICENSEE FOR USE WITH OR BY THE PROGRAMS, OR ON WHICH THE PROGRAMS OPERATE.

8. INDEMNIFICATION

IHS agrees to indemnify Licensee and to hold it harmless from any damages finally awarded as result of any claim of infringement of a United States patent or copyright asserted against Licensee by reason of Licensee's authorized use of the Programs as delivered by IHS or access to the Programs as provided by IHS;

provided, that IHS is given prompt notice by Licensee in writing of any such claim and the right to defend or settle, at IHS' expense and in its sole discretion, any such claims; and further provided, that Licensee fully cooperates with IHS in connection with the defense or settlement of such claims. IHS shall not be obligated to defend such claims but may do so at its sole election.

TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS IHS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND ITS THIRD PARTY LICENSORS, IF ANY, WHICH PROVIDE OR LICENSE TO IHS ANY SOFTWARE OR OTHER PRODUCTS OR MATERIALS USED BY IHS IN THE PROVISION OF THE SERVICES CALLED FOR IN THE ASSOCIATED DATA PROCESSING SERVICES AGREEMENT, OR LICENSED HEREUNDER BY IHS, FOR ANY AND ALL CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR FOR UNFAIR COMPETITION, OR FOR MISAPPROPRIATION OR UNAUTHORIZED DISCLOSURE OR USE OF TRADE SECRETS OR OTHER PROPRIETARY OR CONFIDENTIAL INFORMATION, WHERE SUCH CLAIM, IN WHOLE OR PART, ARISES FROM OR IS ASSERTED TO BE A RESULT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, AND WHERE SUCH ALLEGED ACTS OR OMISSIONS DO NOT COMPLY STRICTLY WITH, OR ARE INCONSISTENT WITH, THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR WITH THE TERMS AND CONDITIONS OF ANY IHS OR THIRD PARTY LICENSE OR OTHER AGREEMENT APPLICABLE TO INTELLECTUAL PROPERTY UTILIZED BY LICENSEE IN ITS USE OF THE PROGRAMS, OR UTILIZED BY IHS IN THE PROVISION OF SERVICES TO LICENSEE RELATED TO OR DEPENDENT ON THE PROGRAMS. FOR THE PURPOSES OF THIS PROVISION, "INTELLECTUAL PROPERTY" SHALL INCLUDE ANY AND ALL INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION DATA BASES, APPLICATIONS, OPERATING SYSTEMS OR OTHER SOFTWARE OF ANY KIND, AND ANY DOCUMENTATION THEREOF.

9. REMEDIES

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to IHS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate IHS for such harm, and that injunctive relief directed against Licensee and in favor of IHS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which IHS may be entitled. Licensee's exclusive remedy hereunder is termination of this License Agreement.

10. MISCELLANEOUS

a. **Assignment.** Licensee's rights in and to the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee or by operation of law or otherwise, without IHS' prior written consent and the execution of a new License Agreement.

b. **Notices.** Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c. **Severability.** In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d. **Exclusive Agreement; Modification.** This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e. **Public Information Act request.** Should Licensee receive a request under the Texas Public Information Act (open records act) for disclosure, access to, or copying of any proprietary information provided by or belonging to IHS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify IHS, including notice in writing and a copy of the said request, so that IHS may determine what steps it may wish to take to protect such information. Unless IHS expressly states to Licensee in writing that it wishes to forgo seeking exemption or exception from such disclosure, Licensee shall have the duty hereunder timely to take all required steps to initiate the process by which to request an opinion from the Texas Attorney General concerning whether such information must be disclosed. Thereupon, Licensee shall promptly notify IHS that such request has been made by Licensee, so that IHS may, at its option and to the extent permitted by law, supplement Licensee's request.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to IHS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the Texas Public Information Act (or any successor statute) thereby authorized to use, copy, or disseminate the materials without the express written consent of IHS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY IHS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

f. **Costs; Attorneys' Fees.** In the event any action or claim is brought by IHS to interpret, apply or enforce this License Agreement, IHS shall be entitled to recover its costs of such action, or costs of alternative

dispute resolution or settlement including, without limitation, attorneys fees, expert fees, and court costs.

g. **Survivability.** The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the parties' obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h. **Governing Law.** This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choice of laws provisions.

i. **Forum Selection.** Any suit brought by or against IHS under, concerning or related to this License Agreement may be brought only in the State of Texas and jurisdiction and venue for any action arising under or concerning this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in the state and county courts of Travis County, Texas, or the United States District Courts of the Western District of Texas, Austin Division.

j. **No Waiver of Rights.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the

terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. **Construction.** Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise.

l. **Cooperation.** Licensee shall cooperate fully with IHS in the maintenance and protection by IHS of any intellectual property ownership or other rights or interest of IHS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, we have executed this License Agreement as of the _____ day of _____, 20 10.

Llano County, Texas

[Licensee name]

BY:

Wayne Brascom

NAME PRINTED: Hon. Wayne Brascom

TITLE: County Judge

DATE: Feb 22, 2010

IHS

BY:

Robert Baird

NAME PRINTED: Robert Baird

TITLE: President

DATE: 2/15/10

SCHEDULE A
TO NONEXCLUSIVE LICENSE AGREEMENT

CLIENT: Llano County, Texas

CLIENT OFFICES OR DEPARTMENTS:

Llano County

INSTALLATION TYPE:

☐ **ONSITE;** *see Data Processing Services Agreement Attachment A*
☒ **REMOTE;** *see Data Processing Services Agreement Attachment A*

LICENSE TERM: Commensurate with term of companion Data Processing Services Agreement

LICENSING FEES: Included with fees stated in Data Processing Services Agreement, Attachment A

SOFTWARE:

Llano County:

Vendor Management
Client Management
Invoice entry for
prescriptions
Invoice entry for
anesthesia
Invoice entry for
physician services
Invoice entry for in-
patient care
Invoice entry for out-
patient care

Monthly updates for
Red Book / NDC drug
codes
Annual updates for
CPT codes
Client listings
Termination listings
Explanation of benefits
(EOB) reporting
General Ledger totals
report
Source totals reports

Pending invoice
listings
Hospital utilization by
days
Amounts paid on
clients
CPT usage reports
DRG Code
Management

Concurrent (Web) User No. (Maximum) = One(1)

ACCESS

For requirements regarding client-provided remote maintenance access to IHS for Onsite installations, or Client obligations regarding access for Hosted Services, see Data Processing Services Agreement Attachment A

CLIENT

By: Wayne Brascom

Name (printed): Hon. Wayne Brascom

Title: County Judge

IHS

By: Robert Baird

Name: Robert Baird

Title: President

**** Addendum to Data Processing Services Agreement ****

In accordance with the Terms and Conditions of the Data Processing Services Agreement Contract between **Llano County, Texas** and Indigent Healthcare Solutions Ltd, (IHS), this Addendum shall document the addition, upgrade, and / or modification in services, hardware ownership, maintenance and monthly billing to **Llano County** for Indigent Health Care Services.

For the monthly consideration of \$100.00, IHS shall install and update the automated Red Book™ codes for the Llano County.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Llano County, Texas

Indigent Healthcare Solutions Ltd.


Hon. Wayne Brascom
County Judge


Robert Baird
President

Date: Feb 22, 2010

Date: 2/15/10

February 15, 2010

**** CPT Addendum to Data Processing Services Agreement ****

In accordance with the Terms and Conditions of the Data Processing Services Agreement between **Llano County**, Texas herein after referred to as "Client" and Indigent Healthcare Solutions Ltd., this Addendum shall document IHS' licensing to Client updated versions of the Physicians' Current Procedural Terminology CPT™ codes a product of the American Medical Association (AMA), a coding work of nomenclature and codes for the reporting of physician services.

For the consideration of \$10.00 per concurrent user, per month, IHS will install and update the most recent CPT™ codes for the Client Indigent Health Care Office.

Concurrent Users 1

Monthly License \$10.00

CPT™ codes are a copyrighted product of the American Medical Association (AMA). All notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted backup copies

This Addendum is nontransferable, nonexclusive, and is for the sole purpose of internal use by Client, and only in the United States.

CPT™ codes may not be used in any public electronic bulletin board, or public computer based information system (including the Internet and World Wide Web unless subject to the provisions of this Addendum).

Client may not create a derivative product of the CPT™ codes and selling, leasing or licensing it or otherwise making the Electronic Product or any portion thereof available to any unauthorized party.

Client may only make copies of the Electronic Product for back up and / or archival purposes.

Client should ensure that anyone who has authorized access to the electronic product complies with the provisions of this agreement and the Non Exclusive License Agreement.

February 15, 2010

**** CPT Addendum to Data Processing Services Agreement ****

If any provision of this Addendum is determined to violate any law or is unenforceable the remainder of the Addendum shall remain in full force and effect.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Client

Indigent Healthcare Solutions

Wayne Brascom
Signature

[Signature]
Signature

Hon. Wayne Brascom

Robert Baird

Feb 22, 2010
Date

2/15/10
Date

February 15, 2010

BUSINESS ASSOCIATE AGREEMENT

**(Intended to be an Amendment or Addendum to an Agreement
For Services Involving the Use, Creation or Transmission of
Protected Health Information)**

This Business Associate Agreement ("Agreement") effective on April 1, 2010, ("Effective Date") is entered into by and between Indigent Healthcare Solutions Ltd. (the "Business Associate") and Llano County, Texas, (the "Covered Entity").

RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

B. [The parties have a prior agreement (the "Data Processing Service Agreement" DPSA) under which the Business Associate regularly uses protected health information (PHI) in its performance of services for the Covered Entity]

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations under the DPSA between the parties. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2(d), or (b) as directed by the Covered Entity.

2. Responsibilities of Business Associate. With regard to its use of protected health information, the Business Associate hereby agrees to do the following:

(a) Use the protected health information only as permitted or required by this Agreement or as otherwise required by law;

(b) Report to the designated privacy officer of the Covered Entity, in writing, any use of the protected health information that is not permitted or required by

4. **Mutual Representation and Warranty.** Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, who services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. **Termination.** As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the DPSA.

6. **Amendment.** This Agreement may not be modified or amended, except in writing as agreed to by each party.

7. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

8. **Notices.** Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate: **Indigent Healthcare Solutions**
 2040 Loop 336 – Suite 304
 Conroe, TX 77304

If to Covered Entity: **Llano County**
 Llano County Courthouse
 Llano, Texas 78643

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the ____ day of _____, 20__.

IN PRESENCE OF: Business Associate

By: 
Name: Robert Baird
Title: President
Date: 2/15, 2010

Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and **Llano County**, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for an equal period of time and for additional price considerations of \$4.00 per month, per concurrent user to reflect the new licensing fees charged by the American Medical Association (AMA) for CPT and ICD-9 Codes.

The following documents which are effective until April 1, 2014.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For CPT Codes
- Addendum To The Data Processing Services Agreement For Red Book Codes

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of two (2) years beginning April 1, 2014 until April 1, 2016.

This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client



Hon. Wayne Brascom
County Judge

Jun 27, 2014

IHS



Robert Baird
President

1/10, 2014

Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and Llano County, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for an equal period of time and for equal cost considerations the following documents which are effective until April 1, 2012.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- CPT Addendum To The Data Processing Services Agreement
- Addendum to Data Processing Services Agreement & Non-Exclusive License Agreement

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of two (2) years beginning April 1, 2012 until April 1, 2014.

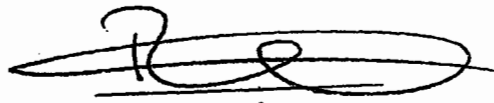
This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client


Hon. Wayne Brascom
County Judge

3-1, 2012

IHS


Robert Baird
President

2/3, 2012

Addendum to Data Processing Services Agreement & Non-Exclusive License Agreement

In accordance with the Data Processing Services Agreement and Attachment B Non-Exclusive License Agreement, between the Llano County, Texas (Client) and Indigent Healthcare Solutions Ltd., (IHS), this Addendum shall document the modification to said Agreements.

Client and IHS have agreed to the following:

DATA PROCESSING SERVICES AGREEMENT

Section 2 Term

Section 2 "Term" shall be amended to state that IHS will be ready to install software and commence on-site training within thirty (30) days of agreements being executed by the County Judge.

Section 12 Termination

Section 12 "Termination" shall be amended to include that either party may sue for relief of damages to which it is entitled.

Section 17 F County Assistance

Llano County will be a hosted client running over the Internet. Therefore, IHS will not require "remote access" to the Llano County network.

Section 17 G County Assistance

There will be no charge for new software releases.

Section 25 Force Majeure

Section 25 "Force Majeure" shall be amended to delete the phrase "or termination or rescission of any third party licenses necessary for the provision of these Services"

Section 27 Limitation; Attorneys Fees

Section 27 "Limitation; Attorneys Fees" shall be amended to provide that the successful party in any suit shall be entitled to attorney's fees.

ATTACHMENT B TO DATA PROCESSING SERVICES AGREEMENT
NON-EXCLUSIVE LICENSE AGREEMENT

Section 4 Security and Confidentiality; No Reproduction; Right to Injunctive Relief

Section 4 shall be amended to state that before the imposition of any Temporary Restraining Order (TRO) sought by IHS, Llano County shall be notified and provided with the opportunity to cure any possible violations.

Section 5 Limitation of Liability

Section 5 "Limitation of Liability" shall be amended to state that Limitation of Liability will not apply to claims for patent and copyright infringement.

Section 8 (i) Indemnification

Section 8 (i) "Indemnification" shall be modified to state that notice of claim shall be thirty (30) days instead of "prompt notice".

Section 8 (ii) Indemnification

Section 8 (ii) "Indemnification" shall be amended to state that IHS will defend claims against Llano County if it is challenged for infringement of patent or copyright laws pertaining to our software.

Section 10 Miscellaneous

Section 10 "Miscellaneous" shall be amended to provide that the successful party in any suit shall be entitled to attorney's fees.

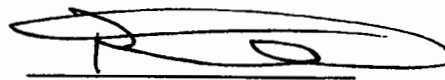
In any instance of perceived agreement violation, Llano County shall be provided with notice and opportunity to cure any violations of the License Agreement.

This Addendum shall become effective when executed and except as modified herein, all of the terms and conditions of the aforementioned Agreements shall remain in full force and effect.

Llano County, Texas

Indigent Healthcare Solutions Ltd.


Honorable Wayne Brascom
Llano County Judge


Robert Baird
President

Date: 2/22, 2010

Date: 2/15, 2010

**** Addendum To Data Processing Services Agreement ****

In accordance with the Terms and Conditions of the Data Processing Services Agreement between **Llano County**, Texas, hereinafter called "**Client**" and Indigent Healthcare Solutions, hereinafter called "**IHS**", the Addendum shall document the addition of integrated document imaging¹.

Definitions

An Image Station is a PC or computer-like workstation where a scanner and/or data capture device is used to "scan or image" the likeness/image of a document(s) to store and/or retrieve said image.

Terms

For the additional monthly consideration as defined in Table A, IHS will provide integrated document imaging software on one (1) Image Station. IHS will install the imaging into its indigent health care application software upon execution of this Addendum. Effective November 1st, 2026 services, IHS will begin billing the Client for the one (1) Image Station as outlined in Table A.

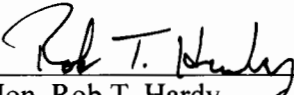
Table A

<u>Item</u>	<u>QTY</u>	<u>Recurring Cost</u>	<u>Recurring Monthly</u>
Image Station License Fee	1	\$349.00	\$349.00
TOTAL			\$349.00

This addendum shall become effective when executed, and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Client

IHS



Hon. Rob T. Hardy
County Judge



Robert Baird
President

Sept 14, 2026

August 27, 2026

¹ Client or its agent(s) will be responsible for all hardware and networking acquisitions and installation necessary for the project.



TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q060578

CONTRACT START DATE : 10/01/2026

CLIENT INFORMATION

Shipping Method: UPS Ground

Purchased for: Llano County, Texas
Bill To: Llano County, Texas

Billing Address: PO BOX 980
Llano, Texas 78643
United States

Billing Contact Name: Michelle Yoho

Billing Contact Email: m.yoho@co.llano.tx.us

Billing Contact Phone: 3252473783

Contract Contact Name: Rob Hardy

Contract Contact Email: rhardy@llanocounty.gov

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
TIMECLOCK PLUS ENTERPRISE LICENSE (ANNUAL)	\$45.00	170	RECURRING	\$7,650.00
HARDWARE SUPPORT & MAINTENANCE	\$2,023.92	1	RECURRING	\$2,023.92
RDT + FINGERPRINT + CAMERA	\$2,309.25	4	ONE-TIME	\$9,237.00
BATTERY BACKUP	\$216.00	4	ONE-TIME	\$864.00
POWER OVER ETHERNET (POE)	\$285.75	4	ONE-TIME	\$1,143.00
HARDWARE S&H	\$91.35	1	ONE-TIME	\$91.35
TIMECLOCK PLUS IMPLEMENTATION SERVICES (PREPAID HOURS)	\$168.75	44	ONE-TIME	\$7,425.00
ALADTEC ENTERPRISE LICENSE (ANNUAL)	\$63.00	67	RECURRING	\$4,221.00
ALADTEC IMPLEMENTATION SERVICES (PREPAID HOURS)	\$210.00	13	ONE-TIME	\$2,730.00

QUOTE EXPIRATION DATE : 09/30/2026

SUBTOTAL	\$35,385.27
TAXES	\$0.00
GRAND TOTAL	\$35,385.27
CURRENCY	USD

SPECIAL TERMS: OMNIA CONTRACT R250903

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By:	<u>Rob T. Hardy</u>	By:	_____
Name:	<u>Rob T. Hardy</u>	Name:	_____
Title:	<u>County Judge</u>	Title:	_____

LLANO COUNTY ADDENDUM AGREEMENT

This is an addendum (“Addendum”) to and is hereby made part of that certain Agreement, including the online master agreement terms and conditions located at <https://tcpsoftware.com/legal> (collectively, the “Agreement”) between **TimeClock Plus, LLC**. (“Provider”) and Llano County, a political subdivision of the State of Texas (“County”). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

1. **Appropriated funds.** This Agreement shall be subject to the annual appropriation of funds by the Llano County Commissioners Court. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, Agency shall be entitled to immediately terminate this Agreement, without liability or penalty, except for the payment of all fees due to Provider under this Agreement through and including the last day of service.

2. **Public Information Requests.** The provider acknowledges and agrees that County is a government entity and is subject to the Texas Public Information Act, TEX. GOVT. Code Chapter 552 (the “Act”). In the event that County receives a request under the Act that seeks disclosure of information Provider has identified to County as privileged, confidential or proprietary, County will promptly notify Provider of such request in order to allow Provider to seek a ruling from the Texas Office of the Attorney General (“OAG”) that such privileged, confidential or proprietary information is exempt disclosure under the Act. County may, but is not obligated to, join with Provider in seeking such a ruling from the OAG.

3. **Indemnity.** Any provision of the Agreement requiring County to indemnify or defend Provider shall be effective to the extent permitted by applicable law.

4. **Applicable Law.** The Agreement and this Addendum shall be governed by the laws of the State of Texas.

5. **Amendment to Section 14.2 of the Online Terms and Conditions.** Section 14.2 of online terms and conditions are hereby amended to delete any reference to the EU General Data Protection Regulation and the Illinois Biometric Information Privacy Act, and those regulations and/or statutes shall have no effect on the relationship of the parties to this Agreement nor shall bind Llano County in any way.

6. **Amendment to Section 27 of the Online Terms and Conditions.** Section 27 of the online terms and conditions is hereby deleted, and Llano County shall not waive its right to jury trial in any legal proceeding arising from this Agreement.

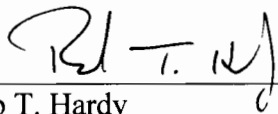
The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement and shall have the same effective date and term as the Agreement. In the event of any conflict between the terms of this Addendum and the term of the Agreement, the terms of this Addendum shall control.

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Signed on this 14 day of September, 2026.

Llano County

TimeClock Plus, LLC



Rob T. Hardy
Llano County Judge

Signature

Date

Printed Name & Title



TCP Master Services Agreement

THIS TCP MASTER SERVICES AGREEMENT (the "Agreement") is entered into as of October 1, 2026 ("Effective Date"), by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and Llano County, with its principal office located at 801 Ford Street, Llano TX 78643 ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. Definitions.

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Data Processing Addendum" means TCP's Data Processing Addendum located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.6 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.7 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.8 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.



1.9 “Initial Term” has the meaning set forth in Section 10.

1.10 “Monthly License Fee” means TCP’s then current fees applicable for each of Client’s Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.11 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.13 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 “Privacy Policy” means TCP’s Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 “Service Level Agreement” means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.16 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.17 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.18 “TCP Services” means the TCP software application(s) hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.19 “TCP Technology” means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.20 “Term” has the meaning set forth in Section 10.



1.21 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User’s use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP’s servers or networks or interfere with any other party’s use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.



Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement and pursuant to the TCP Data Processing Addendum. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by



applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the TCP Data Processing Addendum. The TCP Data Processing Addendum contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such



unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the “Receiving Party”) acknowledges that it will have access to certain confidential information of the other Party (the “Disclosing Party”) concerning the Disclosing Party’s business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party’s confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as “Confidential Information”).

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party’s Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.

OR
addition



Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.



8.3 Employees and Designated Users in excess of the Active License count can be added at any time during a calendar month and will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges, if applicable, will be equal to the amount stated in the applicable Order Form.

8.5 After the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all applicable sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income. If Client qualifies for an exemption for taxes, Client will not be required to pay such taxes once a valid tax exemption certificate is provided to TCP.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

11. Termination.

11.1 Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.



11.2 Termination for Non-appropriations. In jurisdictions where a clause such as this 11.2 is required by law, then notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited



to, the (EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable.) Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP



SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written



approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.



25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts



of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the event of a conflict between any of the aforementioned documents, the following order of priority shall control: 1) the Data Processing Addendum, 2) the Privacy Policy, 3) the Order Form, 4) this Agreement, 5) the Service Level Agreement, then 6) the Hardware Support and Maintenance Agreement (if applicable). The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]



Accepted by:

Client

TimeClock Plus, LLC

By: Rob T. Hardy

By: _____

Name: Rob T. Hardy

Name: _____

Title: County Judge

Title: _____

**CONTRACT BETWEEN LLANO COUNTY
AND
WORKFORCE NETWORK, INC.**

WHEREBY:

WORKFORCE NETWORK, INC.

Hereinafter referred to as **WORKFORCE NETWORK, INC.**, provides the following described services to the County of Llano:

Provides Public Assistance for governmental functions including workforce development and providing for employment training services to the citizens of Llano County, Texas

WORKFORCE NETWORK, INC. agrees to provide these services for an amount not to exceed **\$20,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

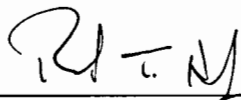
It is expressly provided that, **WORKFORCE NETWORK, INC.**, will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **WORKFORCE NETWORK, INC.** personnel or any of its actions. None of the actions or non-actions of **WORKFORCE NETWORK, INC.** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

WORKFORCE NETWORK, INC.

and any modifications of this Agreement must be done in writing and be approved by the Commissioners' Court in open session.

Llano County
801 Ford Street, Room 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026

Date

Workforce Network, Inc.
PO Box 351, Marble Falls, Texas 78654

Emily Miller, President/CEO
Tax I.D. #74-2233861

CONTRACT BETWEEN LLANO COUNTY

AND

VALLEY SPRING V.F.D.

WHEREBY:

VALLEY SPRING V.F.D.

Hereinafter referred to as **VALLEY SPRING V.F.D.**, provides the following described services to the County of Llano:

Provide Volunteer Fire Department protection for Llano County emergency response and mitigation where needed.

VALLEY SPRING V.F.D. agrees to provide these services for an amount not to exceed **\$15,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

It is expressly provided that, **VALLEY SPRING V.F.D.** will indemnify and hold Llano County and its personnel harmless for any of **VALLEY SPRING V.F.D.** acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the acts, either by negligence or intentional torts, of **VALLEY SPRING V.F.D.** and/or its personnel. None of the actions or non-actions of **VALLEY SPRING V.F.D.** and/or its personnel are governed by the Commissioner's Court. Nothing in this Agreement shall require Llano County or the Commissioner's Court to renew this Agreement.

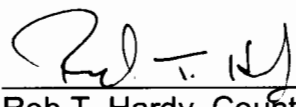
This Agreement contains the entire agreement between Llano County and

VALLEY SPRING V.F.D.

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

All notices between **LLANO COUNTY** and **VALLEY SPRING V.F.D.** shall be sent to the following addresses.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643


Rob T. Hardy, County Judge

9/14/2026
Date

Valley Spring V.F.D.
P. O. Box 5663, Valley Spring, TX 76885

Authorized Signature of Entity
Tax ID 74-2659724

Date

CONTRACT BETWEEN LLANO COUNTY

AND

SANDY HARBOR V. F. D.

WHEREBY:

SANDY HARBOR V. F. D.

Hereinafter referred to as **SANDY HARBOR V. F. D.**, provides the following described services to the County of Llano:

Provide Volunteer Fire Department protection for Llano County emergency response and mitigation where needed.

SANDY HARBOR V. F. D. agrees to provide these services for an amount not to exceed **\$15,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

It is expressly provided that, **SANDY HARBOR V. F. D.** will indemnify and hold Llano County and its personnel harmless for any of **SANDY HARBOR V. F. D.** acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the acts, either by negligence or intentional torts, of **SANDY HARBOR V. F. D.** and/or its personnel. None of the actions or non-actions of **SANDY HARBOR V. F. D.** and/or its personnel are governed by the Commissioner's Court. Nothing in this Agreement shall require Llano County or the Commissioner's Court to renew this Agreement.

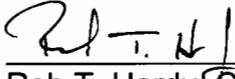
This Agreement contains the entire agreement between Llano County and

SANDY HARBOR V. F. D.

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

All notices between **LLANO COUNTY** and **SANDY HARBOR V. F. D.** shall be sent to the following addresses.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026
Date

Sandy Harbor V.FD.
203 Granite Shoals Drive
Horseshoe Bay, TX 78657

Authorized Signature of Entity
Tax ID 74-2659724

Date

CONTRACT BETWEEN LLANO COUNTY

AND

KINGSLAND V. F. D.

WHEREBY:

KINGSLAND V. F. D.

Hereinafter referred to as **KINGSLAND V. F. D.**, provides the following described services to the County of Llano:

Provide Volunteer Fire Department protection for Llano County emergency response and mitigation where needed.

KINGSLAND V. F. D. agrees to provide these services for an amount not to exceed **\$15,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

It is expressly provided that, **KINGSLAND V. F. D.** will indemnify and hold Llano County and its personnel harmless for any of **KINGSLAND V. F. D.** acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the acts, either by negligence or intentional torts, of **KINGSLAND V. F. D.** and/or its personnel. None of the actions or non-actions of **KINGSLAND V. F. D.** and/or its personnel are governed by the Commissioner's Court. Nothing in this Agreement shall require Llano County or the Commissioner's Court to renew this Agreement.

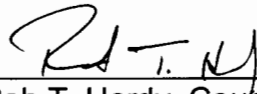
This Agreement contains the entire agreement between Llano County and

KINGSLAND V. F. D.

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

All notices between **LLANO COUNTY** and **KINGSLAND V. F. D.** shall be sent to the following addresses.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643


Rob T. Hardy, County Judge

9/14/2026
Date

Kingsland V.FD.
P. O. Box 350, Kingsland, TX 78639

Authorized Signature of Entity
Tax ID 74-6176461

Date

CONTRACT BETWEEN LLANO COUNTY

AND

CASTELL V. F. D.

WHEREBY:

CASTELL V. F. D.

Hereinafter referred to as **CASTELL V. F. D.**, provides the following described services to the County of Llano:

Provide Volunteer Fire Department protection for Llano County emergency response and mitigation where needed.

CASTELL V. F. D. agrees to provide these services for an amount not to exceed **\$15,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

It is expressly provided that, **CASTELL V. F. D.** will indemnify and hold Llano County and its personnel harmless for any of **CASTELL V. F. D.** acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the acts, either by negligence or intentional torts, of **CASTELL V. F. D.** and/or its personnel. None of the actions or non-actions of **CASTELL V. F. D.** and/or its personnel are governed by the Commissioner's Court. Nothing in this Agreement shall require Llano County or the Commissioner's Court to renew this Agreement.

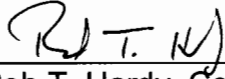
This Agreement contains the entire agreement between Llano County and

CASTELL V. F. D.

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

All notices between **LLANO COUNTY** and **CASTELL V. F. D.** shall be sent to the following addresses.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026
Date

Castell V.FD.
P. O. Box 45, Castell, TX 78631

Authorized Signature of Entity
Tax ID 30-0460131

Date

CONTRACT BETWEEN LLANO COUNTY

AND

TOW V.F.D.

WHEREBY:

TOW V.F.D.

Hereinafter referred to as **TOW V.F.D.**, provides the following described services to the County of Llano:

Provide Volunteer Fire Department protection for Llano County emergency response and mitigation where needed.

TOW V.F.D. agrees to provide these services for an amount not to exceed **\$15,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

It is expressly provided that, **TOW V.F.D.** will indemnify and hold Llano County and its personnel harmless for any of **TOW V.F.D.** acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the acts, either by negligence or intentional torts, of **TOW V.F.D.** and/or its personnel. None of the actions or non-actions of **TOW V.F.D.** and/or its personnel are governed by the Commissioner's Court. Nothing in this Agreement shall require Llano County or the Commissioner's Court to renew this Agreement.

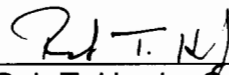
This Agreement contains the entire agreement between Llano County and

TOW V.F.D.

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

All notices between **LLANO COUNTY** and **TOW V.F.D.** shall be sent to the following addresses.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643


Rob T. Hardy, County Judge

9/14/2026
Date

Tow V.FD.
P. O. Box 112, Tow, TX 78672

Authorized Signature of Entity
Tax ID 74-1893121

Date

**CONTRACT BETWEEN LLANO COUNTY
AND
COURT APPOINTED SPECIAL ADVOCATES (CASA)**

WHEREBY:

COURT APPOINTED SPECIAL ADVOCATES

Hereinafter referred to as **COURT APPOINTED SPECIAL ADVOCATES**, provides the following described services to the County of Llano:

Provide Special Advocate Services for Llano County.

COURT APPOINTED SPECIAL ADVOCATES (CASA) agrees to provide these services for an amount not to exceed **\$25,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

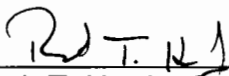
It is expressly provided that, **COURT APPOINTED SPECIAL ADVOCATES** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **COURT APPOINTED SPECIAL ADVOCATES** personnel or any of its' actions. None of the actions or non-actions of **COURT APPOINTED SPECIAL ADVOCATES** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

COURT APPOINTED SPECIAL ADVOCATES

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026

Date

CASA
1719 Ridgeview, Kingsland, TX 78639
P. O. Box 382, Llano, TX 78643

Authorized Signature of Entity
Tax ID 74-2606851

Date

**CONTRACT BETWEEN LLANO COUNTY
AND
HILL COUNTRY CHILD ADVOCACY CENTER**

WHEREBY:

HILL COUNTRY CHILD ADVOCACY CENTER

Hereinafter referred to as **HILL COUNTRY CHILD ADVOCACY CENTER**, provides the following described services to the County of Llano:

Provide special advocate services for Llano County.

HILL COUNTRY CHILD ADVOCACY CENTER agrees to provide these services for an amount not to exceed **\$50,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

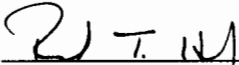
It is expressly provided that, **HILL COUNTRY CHILD ADVOCACY CENTER** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **HILL COUNTRY CHILD ADVOCACY CENTER** personnel or any of its actions. None of the actions or non-actions of **HILL COUNTRY CHILD ADVOCACY CENTER** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

HILL COUNTRY CHILD ADVOCACY CENTER

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026

Date

Hill Country Child Advocacy Center
801 Ford Street, Rm 101, Llano, TX 78643
1001 N. Hill Street, Burnet, TX 78611

Authorized Signature of Entity
Tax ID 74-2656084

Date

**CONTRACT BETWEEN LLANO COUNTY
AND
LLANO ALLIANCE FOR DRUG INTERVENTION**

WHEREBY:

LLANO ALLIANCE FOR DRUG INTERVENTION

hereinafter referred to as **LLANO ALLIANCE FOR DRUG INTERVENTION** agrees to provide the following described services to the County of Llano:

***Provide for drug/alcohol consulting and assessment as referred by
the Llano County Justice System.***

LLANO ALLIANCE FOR DRUG INTERVENTION agrees to provide these services for an amount not to exceed **\$5,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

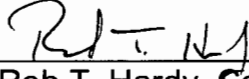
It is expressly provided that **LLANO ALLIANCE FOR DRUG INTERVENTION** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **LLANO ALLIANCE FOR DRUG INTERVENTION** personnel or any of its actions. None of the actions or non-actions of **LLANO ALLIANCE FOR DRUG INTERVENTION** are governed, controlled, or directed by the Commissioner's Court. Nothing in this Agreement shall require Llano County or the Commissioner's Court to renew this Agreement.

This Agreement contains the entire agreement between Llano County and

LLANO ALLIANCE FOR DRUG INTERVENTION

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643


Rob T. Hardy, County Judge 9/14/2026
Date

Llano Alliance For Drug Intervention
PO Box 51, Llano, TX 78643

Angie West, President Date
Tax ID 71-1008141

**CONTRACT BETWEEN LLANO COUNTY
AND
LLANO CORPORATION FOR CHILDREN IN CRISIS
LLANO COUNTY CHILD WELFARE BOARD**

WHEREBY:

LLANO CORPORATION FOR CHILDREN IN CRISIS

Hereinafter referred to as **LLANO CORPORATION FOR CHILDREN IN CRISIS**, provides the following described services to the County of Llano:

Provide Child Welfare Assistance for Llano County residents.

LLANO CORPORATION FOR CHILDREN IN CRISIS agrees to provide these services for an amount not to exceed **\$25,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

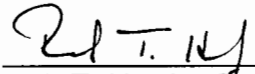
It is expressly provided that, **LLANO CORPORATION FOR CHILDREN IN CRISIS** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and the Llano County does not accept any responsibility for the negligence of **LLANO CORPORATION FOR CHILDREN IN CRISIS** personnel or any of its' actions. None of the actions or non-actions of **LLANO CORPORATION FOR CHILDREN IN CRISIS** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

LLANO CORPORATION FOR CHILDREN IN CRISIS

And any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026

Date

Llano Corporation for Children in Crisis
Llano County Child Welfare Board
P. O. Box 382, Llano, TX 78643

Authorized Signature of Entity
Tax ID 20-5173334

Date

**CONTRACT BETWEEN LLANO COUNTY
AND
HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.**

WHEREBY:

HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.

HEREINAFTER referred to as **HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.**, provides the following described services to the County of Llano:

***Provide special advocate services for Llano County:
Senior Center and Nutrition Program***

HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC. agrees to provide these services for an amount not to exceed: **\$10,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

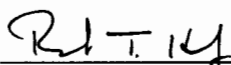
It is expressly provided that, **HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.** personnel or any of its actions. None of the actions or non-actions of **HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge Date 9/14/2026

Hill Country Community Action Assn, Inc.
PO Box 846, San Saba, Texas 76877

Authorized Signature of Entity Date
Tax ID 74-1547195

**CONTRACT BETWEEN LLANO COUNTY
AND
HIGHLAND LAKES FAMILY CRISIS CENTER**

WHEREBY:

HIGHLAND LAKES FAMILY CRISIS CENTER

Hereinafter referred to as **HIGHLAND LAKES FAMILY CRISIS CENTER**, provides the following described services to the County of Llano:

*Provide shelter and non-resident counseling services to battered women,
their children, and survivors of sexual assault and advocacy accompaniments.*

HIGHLAND LAKES FAMILY CRISIS CENTER agrees to provide these services for an amount not to exceed: **\$2,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

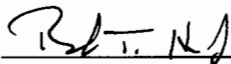
It is expressly provided that, **HIGHLAND LAKES FAMILY CRISIS CENTER** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **HIGHLAND LAKES FAMILY CRISIS CENTER** personnel or any of its actions. None of the actions or non-actions of **HIGHLAND LAKES FAMILY CRISIS CENTER** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

HIGHLAND LAKES FAMILY CRISIS CENTER

and any modifications of this Agreement must be done in writing and be approved by the Commissioners' Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026

Date

Highland Lakes Family Crisis Center
P O Box 805, Marble Falls, TX 78654

Authorized Signature of Entity
Tax ID 74-2233861

Date

CONTRACT BETWEEN LLANO COUNTY

AND

LLANO COUNTY SOIL & WATER CONSERVATION DISTRICT

WHEREBY:

LLANO COUNTY SOIL & WATER CONSERVATION DISTRICT

hereinafter referred to as **LLANO COUNTY SOIL & WATER CONSERVATION DISTRICT** agrees to provide the following described services to, the County of Llano:

Provide Assistance to farmers and ranchers in planning and applying conservation practices on their land. Also provide leadership and support to conservation education in the County of Llano.

LLANO COUNTY SOIL & WATER CONSERVATION DISTRICT agrees to provide these services for an amount not to exceed: **\$45,000.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioners Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

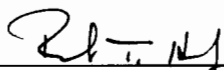
It is expressly provided that **LLANO COUNTY SOIL & WATER CONSERVATION DISTRICT** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **LLANO COUNTY SOIL & WATER CONSERVATION DISTRICT** personnel or any of its actions. None of the actions or non-actions of **LLANO COUNTY SOIL & WATER CONSERVATION DISTRICT** are governed, controlled, or directed by the Commissioner's Court. Nothing in this Agreement shall require Llano County or the Commissioner's Court to renew this Agreement.

This Agreement contains the entire agreement between. Llano County and

LLANO COUNTY SOIL & WATER CONSERVATION DISTRICT

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026

Date

Llano County Soil & Water Conservation District
1447 St Highway 71 E, Unit E-3, Llano, 78643
Llano, TX 78643

Authorized Signature
Tax ID: # 74-2286774

Date

**CONTRACT BETWEEN LLANO COUNTY
AND
BURNET COUNTY - VETRIDE**

WHEREBY:

VETRIDE OF BURNET COUNTY

Hereinafter referred to as **VETRIDE**, provides the following described services to the County of Llano:

Providing Llano County Veterans and their spouses rides to appointments in Marble Falls, Lampasas, Austin, Cedar Park, Fredericksburg, Round Rock, San Antonio, Temple VA and Temple Scott & White.

VETRIDE agrees to provide these services for an amount not to exceed **\$16,500.00** under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. **Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.**

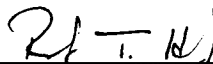
It is expressly provided that, **VETRIDE** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **VETRIDE** personnel or any of its actions. None of the actions or non-actions of **VETRIDE** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

VETRIDE

and any modifications of this Agreement must be done in writing and be approved by the Commissioners' Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026
Date

VETRIDE
c/o Burnet County Treasurer
220 S. Pierce, Burnet, TX 78611

Authorized Signature of Entity
Tax ID 74-6000454

Date

**CONTRACT BETWEEN LLANO COUNTY
AND
LLANO COUNTY HISTORICAL COMMISSION**

WHEREBY:

LLANO COUNTY HISTORICAL COMMISSION

Hereinafter referred to as **LLANO COUNTY HISTORICAL COMMISSION**, provides the following described services to the County of Llano:

***Provide special advocate services for Llano County:
Historical Markers and Acknowledgements for Historical sites within Llano County.***

LLANO COUNTY HISTORICAL COMMISSION agrees to provide these services for an amount not to exceed \$1,400.00 under this Agreement. The compensation is payable as determined by the Commissioner's Court and provided for in the **FY2026-2027** Budget. The Commissioner's Court minutes, and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement will be effective October 1, 2026 once fully executed. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

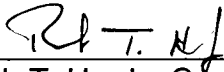
It is expressly provided that **LLANO COUNTY HISTORICAL COMMISSION** acknowledges and understands that by acceptance and use of these funds, they will only utilize these funds for the purposes of purchasing items such as marketing or promotional materials. It is also expressly understood that Llano County does not accept any responsibility for the negligence of **LLANO COUNTY HISTORICAL COMMISSION** personnel or any of its actions. None of the actions or non-actions of **LLANO COUNTY HISTORICAL COMMISSION** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

LLANO COUNTY HISTORICAL COMMISSION

and any modifications of this Agreement must be done in writing and be approved by the Commissioner's Court in open session.

Llano County
801 Ford Street, Rm 101, Llano, TX 78643



Rob T. Hardy, County Judge

9/14/2026

Date

Llano County Historical Commission
801 Ford Street, Rm 101, Llano, TX 78643

Signature Entity
Tax ID 74-3018745

Date

CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL AGREEMENT FOR 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT FY 2027

Sec. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.
- 1.3. Llano County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Sec. 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.4. CAPCOG has received funding in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.5. The services required by PUBLIC AGENCY are available from only one responsible source and no other type of supplies or services will satisfy CAPCOG requirements. Therefore, full and open competition need not be provided.
- 1.6. This Contract is entered into under chapter 791 of the Texas Government Code.

Sec. 2. Goods and Services

- 2.1. PUBLIC AGENCY agrees to provide CAPCOG the goods and services described in Attachment A, Scope of Work in accordance with the data requirements in Attachment B and the budget as itemized in Sec. 4.

Sec. 3. Term of Contract

- 3.1. This contract begins on October 1, 2026, and ends on September 30, 2027, unless sooner terminated under Sec. 14, or extended by mutual agreement of both parties.

Sec. 4. Contract Price and Payment Terms

- 4.1. CAPCOG agrees to compensate PUBLIC AGENCY for the goods and services provided under this Contract in the amount of \$96,527.20.
- 4.2. PUBLIC AGENCY agrees to submit invoices for the exact amounts indicated, quarterly activity reports, and other documents as required to CAPCOG for deliverables outlined in Attachment A according to the following schedule:

- a. Quarterly Option:

October 1, 2026 – December 31, 2026: \$24,131.80, continuity plan, budget estimate, invoice and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: \$24,131.80, invoice and quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: \$24,131.80, invoice and quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: \$24,131.80, invoice and quarterly activity report due by close of business, Monday, October 11, 2027.

- b. Semi-Annual Option:

October 1, 2026 – December 31, 2026: continuity plan, budget estimate and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: \$48,263.60, invoice and quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: \$48,263.60, invoice and quarterly activity report due by close of business, Monday, October 11, 2027.

- c. Annual Option:

October 1, 2026 – December 31, 2026: continuity plan, budget estimate and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: \$96,527.20, invoice and quarterly report due by close of business, Monday, October 11, 2027.

- 4.3. Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted after the due date.
- 4.4. PUBLIC AGENCY agrees to certify each invoice as follows:
 - a. PUBLIC AGENCY certifies that this invoice is correct and complete, that the amount requested has not been received.
 - b. PUBLIC AGENCY agrees to submit a quarterly activity report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not met performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 4.5. CAPCOG agrees to pay PUBLIC AGENCY the amount owed on each invoice within 30 calendar days after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.

Sec. 5. Independent Public Agency

- 5.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 6. Assignment and Subcontracting

- 6.1. Except as described herein, PUBLIC AGENCY may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 6.1 is void.
- 6.2. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
- 6.3. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

Sec. 7. Liability Insurance

- 7.1. PUBLIC AGENCY agrees to maintain throughout the term of this contract sufficient insurance coverage to meet the following requirements:
 - a. Commercial general liability insurance with the minimum coverages of \$100,000 for each occurrence, \$300,000 annual aggregate, and \$100,000 excess liability coverage.
 - b. Texas workers' compensation insurance with coverage satisfying the statutory requirements plus Employers' Liability insurance with minimum coverages per

- employee of \$100,000 for bodily injury and \$300,000 for disease for each accident;
and
- c. Comprehensive automobile liability insurance with limits of at least \$300,000 combined single limit for bodily injury and property damage for each occurrence.
 - d. If PUBLIC AGENCY's insurance policies are not written for amounts specified above, PUBLIC AGENCY shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it shall follow the form of the primary coverage.
- 7.2. PUBLIC AGENCY agrees to name CAPCOG as an additional insured on each of the insurance policies, except the worker's compensation policy, maintained under Sec. 7.1.2. Each of PUBLIC AGENCY's insurance policies maintained under Sec. 7.1 must contain provisions (1) that the SUBRECIPIENT will notify CAPCOG least 30 calendar days in advance of (i) cancellation or nonrenewal of the policy, (ii) or any reduction in the policy amounts., and (iii) deletion of CAPCOG as an additional insured; and waivers of subrogation in CAPCOG's favor.
- 7.3. PUBLIC AGENCY agrees to furnish CAPCOG a copy of the declarations page or a certificate of insurance for each insurance policy maintained under Sec. 7.1 within 30 calendar days after the effective date of this contract.

Sec. 8. Indemnification

- 8.1. To the extent permitted by applicable law, PUBLIC AGENCY agrees at its own expense to defend CAPCOG, its governing body members, officers, employees, and agents against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), to the extent arising out of any intentional, grossly negligent, or negligent act or omission of PUBLIC AGENCY's governing body member, officer, employee, or agent under this contract.
- 8.2. If PUBLIC AGENCY is served with process in a suit or proceeding described in Sec. 8.1, PUBLIC AGENCY agrees promptly to furnish CAPCOG with a copy of the process.
- 8.3. PUBLIC AGENCY agrees that its obligations under Secs. 8.1 and 8.2 apply to causes of action accruing during the term of this contract, and that for this purpose the obligations will survive the ending or early termination of this contract.

Sec. 9. Records and Inspections

- 9.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance, costs, and receipts under this contract. PUBLIC AGENCY agrees to maintain these records at PUBLIC AGENCY's office address described in Attachment C.
- 9.2. Subject to the additional requirement of Sec. 9.3, PUBLIC AGENCY agrees to preserve the records for five years after receiving its final payment under this contract.
- 9.3. If an audit of or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 9.4. CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved.
- 9.5. CAPCOG is also entitled to visit PUBLIC AGENCY's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this contract.

Sec. 10. Proprietary or Confidential Information

- 10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.
- 10.2. If PUBLIC AGENCY believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, PUBLIC AGENCY must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that PUBLIC AGENCY will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.
- 10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of PUBLIC AGENCY's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this contract and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.
- 10.4. CAPCOG's sole obligation to protect allegedly proprietary or confidential information submitted by PUBLIC AGENCY is described in this Sec. 10.

Sec. 11. Intellectual Property

- 11.1. For purposes of this Sec. 11, "intellectual property" means a discovery or invention for which patent, trademark, or trade secret rights may be acquired; designs, plans, maps, computer programs, reports, manuals, or other copyrightable materials; and any other materials in which intellectual property rights have been or may be acquired.
- 11.2. Unless specifically identified in accordance with Sec. 11.3, CAPCOG will hold an exclusive right to all intellectual property produced under this contract.
- 11.3. If PUBLIC AGENCY creates intellectual property in the performance of this contract or purchases intellectual property with contract funds, PUBLIC AGENCY shall promptly notify CAPCOG of the creation or purchase and supply CAPCOG with sufficient technical detail to identify the property and describe its likely applications.
- 11.4. CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, copy, sell, or license, and to license others to use, reproduce, copy, sell, or license, for a governmental purpose, any intellectual property created in the performance of this contract and to use, reproduce, or copy data purchased with contract funds.

Sec. 12. Applicable Law

- 12.1. In carrying out this contract, PUBLIC AGENCY agrees to comply with all applicable laws. This Contract is governed by and shall be construed in accordance with the laws of the State of Texas.
- 12.2. To the extent that conditions are attached to any source of funding that CAPCOG uses to pay for this contract flows down to sub-contracts, those provisions also apply to this contract.

Sec. 13. Suspension or Termination of Contract for Unavailability of Funds

- 13.1. PUBLIC AGENCY acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this contract in whole or part if CAPCOG learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this contract for unavailability of funds, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- 13.2. CAPCOG suspends or terminates this contract for unavailability of funds by giving PUBLIC AGENCY notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The contract is suspended or terminates on the specified termination date.
- 13.3. If this contract is suspended or terminated for unavailability of funds under this Sec. 13, PUBLIC AGENCY is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to PUBLIC AGENCY for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

Sec. 14. Termination for Breach of Contract

- 14.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 14.
- 14.2. Termination for breach under this Sec. does not waive either party's claim for damages resulting from the breach.

Sec. 15. Suspension or Termination of Contract for Convenience

- 15.1. CAPCOG may, upon providing at least 10 days' written notice to PUBLIC AGENCY, partially or fully suspend or terminate this contract for convenience. Termination shall not prejudice any other right or remedy of CAPCOG or PUBLIC AGENCY. PUBLIC AGENCY may request reimbursement for conforming work and timely, reasonable costs directly attributable to termination. PUBLIC AGENCY shall not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from termination. If CAPCOG suspends or terminates only part of this contract, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

Sec. 16. Dispute Resolution

- 16.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except

- to enforce compliance with this Sec. 16, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec. 16.
- 16.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 16.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- 16.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 17. Notice to Parties

- 17.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via email by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 17.2 and signed on behalf of the party; (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 17.2; or (5) one business day after it is submitted by email to the party's email address specified in Sec. 17.2.
- 17.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744, Attention: Chris Miller, Executive Director, cmiller@capcog.org. PUBLIC AGENCY'S mailing address is 801 Ford Street, Room 101, Llano, Texas 78643, Attention: County Judge, rhardy@llanocounty.gov.
- 17.3. A party may change its address or email address by providing notice of the change in accordance with Sec. 17.1.

Sec. 18. Conflict of Interest

- 18.1. Chapter 176 of the Texas Local Government Code requires PUBLIC AGENCYs and consultants seeking to do business with CAPCOG to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with a CAPCOG officer or an officer's close family member. The required questionnaire and instructions are located at the Texas Ethics Commission website www.ethics.state.tx.us/forms/CIQ.pdf. CAPCOG officers include the Executive Committee and Executive Director, who are listed on the CAPCOG website. The CIQ must be completed and filed with a bid, request for proposal or quote, if an employment or business relationship defined in the law exists.

Sec. 19. Gift to Public Servant

- 19.1. PUBLIC AGENCY warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement.

Sec. 20. Equal Opportunity

- 20.1. PUBLIC AGENCY will be required to comply with all Equal Employment Opportunity laws and regulations.

Sec. 21. Title VI Requirements

- 21.1. PUBLIC AGENCY is required to comply with all requirements imposed by Title VI of the Civil Rights Acts of 1964 (49 U.S.C. Sec. 2000d), the regulations of DOT issued hereunder (49 C.F.R. part 21), and the assurances by CAPCOG thereto.

Sec. 22. Miscellaneous

- 22.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 22.2. This contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 22.3. CAPCOG is a governmental agency and is exempt from payment of sales tax. Unless CAPCOG's request for quote or specifications specifically indicate otherwise, the price bid must be net exclusive of the previously mentioned taxes.
- 22.4. If the total amount of this Agreement is in excess of \$100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the PUBLIC AGENCY certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the PUBLIC AGENCY does not make that certification, the PUBLIC AGENCY must state why the certification is not required.
- 22.5. The PUBLIC AGENCY represents that neither the PUBLIC AGENCY, nor any affiliate of the PUBLIC AGENCY, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Secs. 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Sec. 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Sec. 2252.152.
- 22.6. PUBLIC AGENCY understands that CAPCOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and PUBLIC AGENCY certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.
- 22.7. If the total amount of this Agreement is in excess of \$100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1), the PUBLIC AGENCY certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the PUBLIC AGENCY does not make that certification, the PUBLIC AGENCY must state why the certification is not required.

- 22.8. If the total amount of this Agreement is in excess of \$100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2271.002, the PUBLIC AGENCY certifies that the PUBLIC AGENCY: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
- 22.9. If the total amount of this Agreement is in excess of \$100,000, PUBLIC AGENCY certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. PUBLIC AGENCY also agrees to disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award or contract.
- 22.10. If the total amount of this Agreement is in excess of \$150,000, the PUBLIC AGENCY certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).
- 22.11. The PUBLIC AGENCY represents and warrants that it will comply with Sec. 6002 of the federal Solid Waste Disposal Act (42 USC§ 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Pa11 247 of the Code of Federal Regulations.
- 22.12. To the extent applicable, PUBLIC AGENCY represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.
- 22.13. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 22.14. This contract is executed through signatures affixed electronically or scanned by both parties and transmitted electronically.

Sec. 23. Attachments

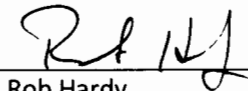
- 23.1 The following Attachments are part of this Contract:
 - A. Scope of Work
 - B. CAPCOG Next Generation 9-1-1 GIS Data Requirements
 - C. Project Representatives and Records Location

Signatures

Llano County

Capital Area Council of Governments

By



Rob Hardy
County Judge

By

Chris Miller
Executive Director

Date

September 14, 2026

Date

Date of Governing Board Approval
(if Entity is a County)

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP)
2. The correct emergency service provider must be dispatched to the appropriate location
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database**: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zones (ESZs) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's Provisioning Boundary.
2. **Data Layer**: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Feature Class**: See Data Layer.
4. **Address Points (SSAPs)**: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure but may also represent landmarks.
5. **Road (Street) Centerlines (RCLs)**: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.
6. **City Limit (Municipal) Boundary**: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
7. **Automatic Location Information (ALI) Database**: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
8. **Legacy Master Street Address Guide (MSAG) Database**: A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
9. **Topology**: The spatial relationships between adjacent or neighboring features.
10. **Performance Standard Accuracy**: The minimum accuracy rate that must be achieved in each of the Data Hub, EGDMS, and CAPCOG quality control reports.

11. **Positional Accuracy**: The measure of how an object is accurately positioned on the map with respect to its true position on the ground or its intended designation.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary**: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The Provisioning Boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a Provisioning Boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a Provisioning Boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the Provisioning Boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a Provisioning Boundary served by a unique combination of police, fire, and EMS responders.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the Legacy MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in a PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database Provisioning Boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines

acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.

2. **Data Hub:** A cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. Data Hub is the system that will provide data to a call taker's map display.
3. **New Error:** Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.
5. **Accuracy Rate:** The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports each indicate are free of critical or significant errors and match a related database.
6. **Error Rate:** The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports indicate have critical or significant errors, or that do not match a related database.
7. **Critical Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or Data Hub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.
10. **Quality Control Reports:** Any of the reports generated by Data Hub, EGDMS, or CAPCOG that evaluates a Feature Class provided by PUBLIC AGENCY and indicates critical, significant, or other errors as well as additional information that evaluates the quality of the data entered relative to requirements for NG9-1-1.
11. **Comprehensive Performance Report:** A monthly CAPCOG produced report that details accuracy and error rates as they relate to the defined performance standards for critical and significant errors. The report will also provide metrics for ALI to RCL and SSAP match rates, legacy errors, and unique features with errors.

General Terminology

1. **Submission Window:** The period of time during which PUBLIC AGENCY can upload Feature Class datasets to CAPCOG to be included in the 9-1-1 database. It is defined as ending at the end of the first day of each month and beginning at the start of the day five days prior to the first day of the month.
2. **Quarterly Report:** A report provided by PUBLIC AGENCY each quarter that indicates the work performed on the 9-1-1 GIS database over the course of the previous quarter. This report is used in conjunction with the PUBLIC AGENCY's invoice in order for CAPCOG to provide reimbursement to the PUBLIC AGENCY.

Qualifications

PUBLIC AGENCY represents and warrants that all personnel assigned to perform 9-1-1-related tasks possess the requisite qualifications to effectively carry out such duties. For the purposes of this agreement, personnel shall be deemed qualified if they have a minimum of one (1) year of experience utilizing ESRI ArcGIS Pro software and receive certification by successfully completed training provided by CAPCOG.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database.

Task 1.A.

PUBLIC AGENCY shall constantly maintain a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records in the formats specified for each Feature Class in Attachment B for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. Municipal boundaries
4. Police ESB
5. Fire ESB
6. Emergency Medical Service ESB
7. ESZs

Data submitted by PUBLIC AGENCY must adhere to requirements for Feature Class datasets specified in Attachment B.

Task 1.B.

PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 6, 2026.

Task 1.C.

If CAPCOG identifies any situations in which a road centerline is coincident with a Provisioning Boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data to avoid duplication.

Task 1.D.

At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 1.E.

PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its Provisioning Boundary.

Task 1.F.

PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their Provisioning Boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to this data may be sent to CAPCOG at any point during the month.

Task 1.G.

PUBLIC AGENCY shall send at least one representative to each scheduled GISPC and 9-1-1 GIS Mapping User Group (GMUG) meetings and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.H.

By October 6, 2026, PUBLIC AGENCY shall submit to CAPCOG a list of which agencies are responsible for assigning 9-1-1 addresses within all areas of their Provisioning Boundary.

Task 1.I.

PUBLIC AGENCY shall prepare a budget estimate for the time period 10/01/2026-09/30/2027 in a form provided by CAPCOG and submit it to CAPCOG no later than due by close of business, Monday, January 11, 2027.

Task 1.J.

PUBLIC AGENCY shall develop and maintain a continuity plan, in a form provided by CAPCOG, to be implemented in the event the PROJECT REPRESENTATIVE becomes unavailable. The continuity plan shall identify a designated alternate and shall include the alternate's name, contact information, and signature.

The designated alternate shall possess sufficient knowledge of the submission process, a working understanding of the PUBLIC AGENCY's database, and access to all files and systems necessary to perform the responsibilities of the PROJECT REPRESENTATIVE.

The completed continuity plan form shall be submitted to CAPCOG no later than close of business on Monday, January 11, 2027.

Task 2: Feature Class Quality Control

Task 2 involves uploading the Feature Class datasets to designated quality control services one or more times a month in order to check the integrity of the data for the purpose of ensuring that it is accurate for 9-1-1 use, meets the requirements for an NG9-1-1 system, and gives PUBLIC AGENCY the opportunity to correct errors before submitting the monthly upload required in Task 3.

Task 2.A.

PUBLIC AGENCY must download the ALI extract data from the site provided by CAPCOG within seven days of being notified by CAPCOG that it is available.

Task 2.B.

PUBLIC AGENCY must upload Feature Class datasets to Data Hub to obtain Quality Control Reports at least once a month, and not more frequent than once per week. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month. The downloaded ALI extract data specified in Task 2.A must be included with at least one of the uploads per month.

Task 2.C.

PUBLIC AGENCY must upload Feature Class datasets to EGDMS to obtain Quality Control Reports at least once a month. There is no limit to the number of times that PUBLIC AGENCY can upload data to EGDMS. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month.

Task 2.D.

PUBLIC AGENCY must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 2.B and 2.C. as soon as possible.

Task 2.E.

PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers and CAPCOG staff.

Task 3: GIS Work for PSAP Map Updates

Task 3 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.¹ Task 2 includes the following sub-tasks:

Task 3.A.

PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license in order to carry out this work.

Task 3.B.

PUBLIC AGENCY shall submit to CAPCOG all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month in ESRI File geodatabase format (.gdb) pursuant to the specifications in Attachment B and any other CAPCOG guidance during the Submission Window. The latest submission that complies with the Performance Standard Accuracy will be used for the 9-1-1 database update.

Task 3.C.

In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's Provisioning Boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 4: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP.

Task 4.A.

PUBLIC AGENCY shall submit the most recent 9-1-1 road (RCL) and street address (SSAP) Feature Class datasets to EGDMS at least once during the Submission Window. CAPCOG will assess

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

compliance with Performance Standard Accuracy indicated for each Feature Class in Attachment B based on the last submission during the Submission Window. Road (RCL) updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 4.B.

PUBLIC AGENCY must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 3.A prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's Comprehensive Performance Reports and must be noted and explained in Quarterly Reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report using the templates provided by CAPCOG that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's Provisioning Boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
 - Late or incomplete data submissions;
 - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
 - Any other issue identified by CAPCOG in a Comprehensive Performance Report.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 3) and to EGDMS for and call-routing updates (Task 4):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Oct 2026	2026-09-24 – 2026-10-01	2026-10-02 – 2026-10-07	2026-10-09
Nov 2026	2026-10-26 – 2026-11-02	2026-11-03 – 2026-11-09	2026-11-11
Dec 2026	2026-11-24 – 2026-12-01	2026-12-02 – 2026-12-07	2026-12-09
Jan 2027	2026-12-23 – 2027-01-04	2027-01-05 – 2027-01-11	2027-01-13

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Feb 2027	2027-01-25 – 2027-02-01	2027-02-02 – 2027-02-08	2027-02-10
Mar 2027	2027-02-22 – 2027-03-01	2027-03-02 – 2027-03-08	2027-03-10
Apr 2027	2027-03-25 – 2027-04-01	2027-04-02 – 2027-04-07	2027-04-09
May 2027	2027-04-26 – 2027-05-03	2027-05-04 – 2027-05-10	2027-05-12
Jun 2027	2027-05-25 – 2027-06-01	2027-06-02 – 2027-06-07	2027-06-09
Jul 2027	2027-06-24 – 2027-07-01	2027-07-02 – 2027-07-07	2027-07-09
Aug 2027	2027-07-26 – 2027-08-02	2027-08-03 – 2027-08-09	2027-08-11
Sep 2027	2027-08-25 – 2027-09-01	2027-09-02 – 2027-09-07	2027-09-09

CAPCOG Guidance and Direction

In addition to the Comprehensive Performance Reports identified in Task 3.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 4 (October 2026)

Sec. 1. Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS data for call and dispatch routing through the Emergency Call Routing Function/Location Validation Function (ECRF/LVF) as defined in the *NENA Master Glossary of 9-1-1 Terminology* (see the Reference Documents section at the end of this document).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in *NENA Standard for NG9-1-1 GIS Data Model* (see the Reference Documents section at the end of this document).

Specifics regarding address point placement methodologies should be reviewed in *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by Public Agency in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data or reinstate prior versions if the data submitted are found to have errors. CAPCOG shall make PUBLIC AGENCY aware of any changes it makes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Sec. 2. Feature Class Schema Guidelines

The schema for each required dataset includes fields with specific names, data types, and widths. Some fields require a value, others require a value only under certain conditions, some can optionally contain a value or not contain a value, and others must not contain a value. The tables provided in this document in the "Database Format" section for each Feature Class indicate these preferences as well as a description of the values that need to be provided for the field. Additionally, a descriptive name is provided for each field that can be used to easily refer to it in conversation.

The name, data types, and widths are specific to each field and must follow the exact guidelines outlined in the tables for each dataset. When creating datasets, fields must be kept in the same order as listed in the tables.

The tables of field definitions that are included in the “Database Format” section for each Feature Class include the same five columns: FIELD NAME, REQUIRED, TYPE, DESCRIPTION / VALID ENTRIES, and DESCRIPTIVE NAME. A description of each is provided below.

FIELD NAME: The required name for the field that must be entered exactly as it appears in the table. Some field names are all UPPER CASE and some use CamelCase.

DESCRIPTIVE NAME: A name that can be used in conversation to refer to the field that is more easily understandable than the actual field name. The common name is not used in any other context.

REQUIRED: This indicates if the field is required to contain a value, or not. The column indicates one of the following four choices to indicate the value requirement:

- YES – The field **MUST** contain a non-NULL value and cannot be blank.
- CONDITONAL – The field must contain a non-NULL value if the attribute information exists in the real world. If no value exists for the feature, the individual value is left:
 - NULL without an empty space (if TEXT),
 - 0 (if LONG), or
 - 0.0 (if FLOAT)
- NO – An optional value can be entered or can be NULL, or
- EMPTY – The field value must be NULL.

TYPE: The **TYPE** column indicates the data type required for the field.

- TEXT – string of printable UTF-8 characters including any combination of alphabetical letters, numbers, and printable special characters plus spaces. Non-breaking spaces and non-printable characters are not included.
- DATE – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- DOUBLE – double precision floating point numeric values with decimals
- LONG – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals

WIDTH: the number of allowable characters for each field having a TEXT data type.

CASE: the case requirements for the value entered into the field. Allowable cases are:

- UPPER: all characters must be in uppercase
- MIXED: characters should be entered using both uppercase and lowercase as deemed appropriate by Public Agency

DESCRIPTION / VALID ENTRIES: A description of the value that is expected in the field including any required formatting, references to standards to use, valid values if limited to a determined set, required value if it is to be constant across records, and other helpful information.

Sec. 3. NENA Globally Unique IDS (NGUID)

In this version of the NG9-1-1 GIS Data Model, the format of the NENA Globally Unique ID (NGUID)

has changed. The changes make the form of these IDs match other similar IDs in *NENA i3 Standard for Next Generation 9-1-1* (see the Reference Documents section at the end of this document). Like the changes in i3, this change lets a user see what kind of data the ID is from (GIS data), what layer it is from, and which organization created the data. Converting from the NGUID in CAPCOG GIS Data Model Version 1 is simple. A layer-sensitive string precedes the existing data and the "@" sign is replaced with a colon. Additionally, the new format allows a host name containing the agency identifier to be used after the final colon, although using only the agency identifier is acceptable. The extra information in the host name allows more than one system or instance in an agency to create identifiers without the risk of a duplicate identifier. For example, one system could use "system1.example.com" and another could use "system2.example.com."

NGUIDs SHALL be generated and maintained within a GIS database by concatenating "urn:emergency:uid:gis:[Layer Indicator]:[Local Unique ID]:[Agency Identifier/Host Name]" where the elements are defined as:

- urn:emergency:uid:gis – standardized unique prefix that defines this class of IDs associated with GIS data.
- Layer Indicator – the shorter name for the GIS data layer the feature is associated with as defined by the GIS Data Layers Registry in NENA-STA-010 [3]. See section 7.2 in this document for Layer Indicator values.
- Local Unique ID – a GIS Data Provider generated "locally assigned ID," which can be numeric and/or text. This local ID MUST be unique within the GIS Data Provider's dataset for all features associated with a specific Agency Identifier.
- Agency Identifier/Host Name – a fully qualified domain name (FQDN) representing the GIS Data Provider, which is an "Agency." Agency and Agency Identifier are as defined in NENA-STA-010 [3]. The domain name is obtained from any Domain Name System (DNS) registrar.

Each NGUID MUST be unique as an aggregated NGUID following the structure described in this section.

The combination of the Local Unique ID with the rest of the values that construct the NGUID, provides a unique NGUID when multiple Public Agency submissions are aggregated. The NGUID SHOULD be stable for as long as possible, so that it supports the reporting and resolution of errors from a quality control process, including the discrepancy reporting. The consistency of the ID between submissions also assists with managing downstream data sets.

Example NGUID:

urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

In the example above, the parts of the NGUID are:

URN	urn:emergency:uid:gis
Layer Indicator	RCL
Local Unique ID	{AD873541-F41C-409E-A0BE-1B0C583902A4}
Agency Identifier	wilco.org

Layer Indicators

The possible values for the Layer Indicator component of the NGUID must be the one appropriate for the Feature Class as indicated in the table below.

Feature Class	Layer Name
Road Centerline	RCL
Site Structure Address Point	SSAP
Police ESB	Pol
Fire ESB	Fire
EMS ESB	Ems
Incorporated Municipalities	A3

Sec. 4. Road Centerlines (RCL)

Type of Data: Line

Performance Standard Accuracy: 98%

Positional Accuracy: Street centerlines must be within +/- 5 feet of the center of the roadbed.

This dataset represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

4. 1. Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all databasefields listed below. All unnamed streets included in the street centerline layer are required to have the designation "Driveway" entered in the St_Name field, "DRVW" entered in the LSt_Name and FULL_NAME fields, and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The roadbed is defined as the part on which vehicles travel, noting that when roadways are divided (i.e., by a median) the roadbeds on each side should have a centerline drawn. In all cases each street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection.

4. 2. Database Format

The following table details the data format requirements for the RCL database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
Expire	Expiration Date	No	DATE	N/A	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
AdNumPre_L	Left Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Left
AdNumPre_R	Right Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Right
FromAddr_L	Left FROM Address	YES	LONG	N/A	N/A	Left address number at the FROM node
ToAddr_L	Left TO Address	YES	LONG	N/A	N/A	Left address number at the TO node
FromAddr_R	Right FROM Address	YES	LONG	N/A	N/A	Right address number at the FROM node
ToAddr_R	Right TO Address	YES	LONG	N/A	N/A	Right address number at the TO node
Parity_L	Parity Left	YES	TEXT	1	MIXED	Valid values are: E = Even, O = Odd, B = Both, Z = Zero (if the range is 0 to 0)
Parity_R	Parity Right	YES	TEXT	1	MIXED	Valid values are: E = Even, O = Odd, B = Both, Z = Zero (if the range is 0 to 0)
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that precedes St_PreDir! e.g., Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Spelled out leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" instead of "FM". Restricted values found in <i>NENA Registry of Street Name Pre Types and Street Name Post Types</i> (see the Reference Documents section at the end of this document).
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between St_PreTyp and St_Name, e.g., " of the " in "Avenue of the Stars". Restricted to

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						values found in <u>NENA Registry of Street Name Pre Type Separators</u> (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers, e.g., "Fifth" in "Fifth Avenue" or "2244" in "Farm to Market Road 2244". The value must be "Driveway" for unnamed streets.
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete St_Name, e.g., "Parkway" in "Ocean Parkway". Restricted to values found in <u>NENA Registry of Street Name Pre Types and Street Name Post Types</u> (see the Reference Documents section at the end of this document).
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	A word or phrase that follows and modifies the Street Name element but is separated from it by a Street Name Post Type or a Street Name Post Directional or both, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"; "Extension" in "Main Street North Extension".
Dir_Travel	Direction of Travel	CONDITIONAL	TEXT	10	MIXED	A word that follows all other street name elements and is used only as needed to indicate direction of travel on a divided roadway and associated frontage roads. Ex: Northbound, Southbound, Eastbound, Westbound
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
LSt_Name	Legacy Street Name*	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority. The value must be "DRVW" for unnamed streets.
LSt_Typ	Legacy Street Name Type*	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional*	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast,

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						and SW = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, should be a concatenation of 4 fields: LSt_PreDir, LSt_Name, LSt_Type and LSt_PosDir with no trailing or leading spaces
ESN_L	ESN Left	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number has fewer than 5 digits, it must include leading zeros
ESN_R	ESN Right	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Right. If the ESN number has fewer than 5 digits, it must include leading zeros.
MSAGComm_L	MSAG Community Name Left*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Left, e.g., DEL VALLE, KINGSLAND
MSAGComm_R	MSAG Community Name Right*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Right, e.g., DEL VALLE, KINGSLAND
LCntyID_L	Legacy County ID Left	CONDITIONAL	TEXT	5	N/A	The existing County ID as found in the MSAG on the left side of the road segment relative to the FROM Node. E.g., 021 is the county code for Bastrop
LCntyID_R	Legacy County ID Right	CONDITIONAL	TEXT	5	N/A	The existing County ID as found in the MSAG on the right side of the road segment relative to the FROM Node. E.g., 021 is the county code for Bastrop
Country_L	Country Left	YES	TEXT	2	UPPER	Value must be: US
Country_R	Country Right	YES	TEXT	2	UPPER	Value must be: US
A1_L	Administrative Level 1 Left (State)	YES	TEXT	2	UPPER	Value must be: TX
A1_R	Administrative Level 1 Right (State right)	YES	TEXT	2	UPPER	Value must be: TX
A2_L	Administrative Level 2 Left (County Left)	YES	TEXT	254	MIXED	Fully spelled county name on the left side of the road. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
A2_R	Administrative Level 2 Right (County Right)	YES	TEXT	254	MIXED	Fully spelled county name on the right side of the road. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
AddCode_L	Additional Code Left	CONDITIONAL	TEXT	6	MIXED	A code on the left side of the road that specifies a geographic area
AddCode_R	Additional Code Right	CONDITIONAL	TEXT	6	MIXED	A code on the right side of the road that specifies a geographic area

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
A3_L	Administrative Level 3 Left (Incorporated Municipality Left)	CONDITIONAL	TEXT	254	MIXED	Name of municipality on Left, if none populate with "Unincorporated"
A3_R	Administrative Level 3 Right (Incorporated Municipality Right)	CONDITIONAL	TEXT	254	MIXED	Name of municipality on Right, if none populate with "Unincorporated"
A4_L	Administrative Level 4 Left (Unincorporated Community Left)	NO	TEXT	254	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the left side of the street, e.g., Del Valle, Kingsland.
A4_R	Administrative Level 4 Right (Unincorporated Community Right)	NO	TEXT	254	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the right side of the street, e.g., Del Valle, Kingsland.
A5_L	Administrative Level 5 Left (Neighborhood Community Left)	NO	TEXT	254	MIXED	Name of neighborhood or subdivision on Left
A5_R	Administrative Level 5 Right (Neighborhood Community Right)	NO	TEXT	254	MIXED	Name of neighborhood or subdivision on Right
PostCode_L	Postal Code Left	NO	TEXT	7	N/A	The ZIP code on the left side of the street
PostCode_R	Postal Code Right	NO	TEXT	7	N/A	The ZIP code on the right side of the street
PostComm_L	Postal Community Name Left	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Left
PostComm_R	Postal Community Name Right	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Right
RoadClass	Road Class	NO	TEXT	24	UPPER	See valid Road Class I Types in Section 4.3
CLASS	Road Class Code	YES	TEXT	4	UPPER	Street type designation code (See Road Class Codes in Section 4.4)
OneWay	One-Way	NO	TEXT	2	UPPER	Valid values are: B = Both, FT = FROM node to TO node, TF = TO node to FROM node
SpeedLimit	Speed Limit	NO	LONG	3	N/A	Posted speed limit in MPH
Valid_L	Validation Left	NO	TEXT	1	UPPER	Indicates if the address range on the left side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "Y" MAY be entered if any Address Number within the address range on the left side of the road segment

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						should be considered by the LVF to be valid. A value of "N" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "Y" is assumed.
Valid_R	Validation Right	NO	TEXT	1	UPPER	Indicates if the address range on the right side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "Y" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "N" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "Y" is assumed.
NOTES	Notes	NO	TEXT	75	UPPER	Additional information

4. 3. Road Class I Types

The following list of codes are used in the "RoadClass" field in the RCL Database:

- PRIMARY
- SECONDARY
- LOCAL (City, Neighborhood, or Rural Road)
- RAMP
- SERVICE (usually along a limited access highway)
- VEHICULAR TRAIL (4WD, snowmobiles)
- WALKWAY (Pedestrian Trail, Boardwalk)
- ALLEY
- PRIVATE (service vehicles, logging, oil fields, ranches, etc.)
- PARKING LOT
- TRAIL (Ski, Bike, Walking / Hiking Trail)

4. 4. Road Class Codes ('Street Type') Designation

The following list of codes are used in the "CLASS" field in the RCL Database:

- IH – Interstate
- US – US highways
- SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage Road
- AC – Access Road, Crossover
- PVT – Private Road
- TR – Toll Road

- RAMP – On-ramp, Off-ramp
- DW – Driveways

Sec. 5. Site / Structure Address Points (SSAP)

Type of Data: Point

Performance Standard Accuracy: 98%

Positional Accuracy: Structures or designated site locations must be within +/- 25 feet of their true location or intended designation.

This dataset represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

5.1. Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1 (see the Reference Documents section at the end of this document).

5.2. Database Format

The following table details the data format requirements for the SSAP database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrepAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:SSAP:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: US
A1	Administrative Level 1 (State)	YES	TEXT	2	UPPER	The value must be: TX
A2	Administrative Level 2 (County)	YES	TEXT	254	MIXED	Fully spelled county name. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
AddCode	Additional Code	CONDITIONAL	TEXT	6	N/A	A code that specifies a geographic area

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
A3	Administrative Level 3 (Incorporated Municipality)	YES	TEXT	254	MIXED	Name of municipality, if none populate with "Unincorporated"
A4	Administrative Level 4 (Unincorporated Community)	NO	TEXT	254	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both
A5	Administrative Level 5 (Neighborhood Community)	NO	TEXT	254	MIXED	Name of neighborhood or subdivision where the address is located
AddNum_Pre	Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address leading the numeric address
Add_Number	Address Number	YES	LONG	6	N/A	Numeric identifier of a location along a thoroughfare
AddNum_Suf	Address Number Suffix	CONDITIONAL	TEXT	15	N/A	Part of an address following the address number, e.g., ½, B
AddNum_Cmp	Address Number Complete	CONDITIONAL	TEXT	42	MIXED	The Address Number Prefix (if any), the Address Number, Address Number Suffix (if any), and any formatting or separator characters needed to display the official version of the complete address
DistMarker	Distance Marker	CONDITIONAL	TEXT	150	N/A	A physical marker labeled with the distance from or to a given point along a route such as a road, highway, trail, or waterway
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that precedes St_Pre_Dir, e.g. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast. MUST be fully spelled out.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g. "Farm to Market Road" for "FM". Restricted values found in <u>NENA Registry of Street Name Pre Types and Street Name Post Types</u> (see the Reference Documents section at the end of this document)
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between the Street Name Pre Type and Street Name. Ex. "of the" in "Avenue of the Stars". Restricted to values found in <u>NENA Registry of Street Name Pre Type Separators</u> (see the Reference Documents section at the end of this

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers. Ex. "Fifth" in "Fifth Avenue" or "2244" in "Farm to Market Road 2244"
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete street name. Ex, "Parkway" in "Ocean Parkway". Restricted values found in <u>NENA Registry of Street Name Pre Types and Street Name Post Types</u> (see the Reference Documents section at the end of this document)
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	A word or phrase that follows and modifies the Street Name element but is separated from it by a Street Name Post Type or a Street Name Post Directional or both, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"; "Extension" in "Main Street North Extension".
Dir_Travel	Direction of Travel	CONDITIONAL	TEXT	10	MIXED	A word that follows all other street name elements and is used only as needed to indicate direction of travel on a divided roadway and associated frontage roads. Ex: Northbound, Southbound, Eastbound, Westbound
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
LSt_Name	Legacy Street Name	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority
LSt_Typ	Legacy Street Name Type	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast,

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						SE = Southeast, and SW = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, must be identical to the site's related road FULL_NAME in the RCL Feature Class
FULL_ADDR	Full Address	YES	TEXT	170	UPPER	Full address, should be a concatenation of AddNum_Pre + Addr_Number + AddNum_Suf + FULL_NAME with no extra, leading or trailing spaces
ESN	ESN	YES	TEXT	5	N/A	Emergency Service Number associated with the address and community name preceded by leading zeroes if digits are fewer than 5
MSAGComm	MSAG Community Name	YES	TEXT	30	UPPER	Valid service community associated with the location of the address, e.g., DEL VALLE, KINGSLAND
LCountyID	Legacy County ID	CONDITIONAL	TEXT	5	N/A	The existing County ID as found in the MSAG for the corresponding MSAG record with which the address point is associated. E.g., 021 is the county code for Bastrop
Post_Comm	Postal Community Name	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS
Post_Code	Postal Code	NO	TEXT	7	N/A	5-digit numeric ZIP code area
PostCodeEx	Postal Code Extension	NO	TEXT	4	N/A	ZIP code + 4 extension
Site	Site	NO	TEXT	254	MIXED	The name of an exterior area that is publicly known and unique within a given place. A site may contain one or more structures and/or subsites, e.g., Jack Perry Plaza; Tiburon Golf Club; San Marcos Premium Outlets
SubSite	SubSite	NO	TEXT	254	MIXED	The name of a sub-area within a larger area specified either by a site name, a thoroughfare address, or both, e.g., South Cell Phone Lot, Tennis Courts
Structure	Structure	NO	TEXT	75	N/A	A built feature with a vertical dimension, including both conventional buildings and other kinds of infrastructure such as cell towers, transformer stations, and fuel tanks
Floor	Floor Label	NO	TEXT	75	N/A	A description of floor, story, or level within a building stored as text. This may be considered part of a "dispatchable location.", e.g., Floor 5, 5 th Floor
FloorIndex	Floor Index	NO	LONG	N/A	N/A	An absolute integer index of building levels, independent of labels: main entrance = 0; each floor or partial floor is ± 1 above/below. Not user-facing;

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						used for internal processing to convey vertical uncertainty and aid first responders.
Wing	Wing	NO	TEXT	75	N/A	A designated part of a structure that spans one or more floors, typically including more than one unit or room and representing a significant portion of the structure's floor area, e.g., Concourse A, East Wing
Unit	Unit	CONDITIONAL	TEXT	75	N/A	A suite or group of rooms within a building that share the same entrance
UnitPreTyp	Unit Pre Type	CONDITIONAL	TEXT	75	MIXED	Part of the complete unit identifier that precedes the Unit Value and indicates the kind of unit, e.g., "Apartment" in "Apartment C2", "Suite" in "Suite 3103"
UnitValue	Unit Value	CONDITIONAL	TEXT	75	N/A	Part of the complete unit identifier that uniquely identifies a particular unit, e.g., "C2" in "Apartment C2", "3103" in "Suite 3103"
Section	Section	NO	TEXT	75	N/A	An identified, unenclosed area within a structure, wing, unit, or room
Row	Row	NO	TEXT	75	N/A	An identified linear feature, such as a linear arrangement of seats, workstations, equipment, or storage, within a structure, wing, unit, room, or section.
Seat	Seat	NO	TEXT	75	N/A	A place where a person sits within a building or structure, e.g., cubicle
LocMarker	Location Marker	NO	TEXT	100	MIXED	A uniquely identified, indivisible infrastructure feature—smaller than a structure—located inside or outside (e.g., alarm box, utility pole, callbox).
Addtl_Loc	Additional Location Information	NO	Text	225	N/A	A part of the sub-address that is not a building, floor, room, or seat
AddDataURI	Additional Data URI	NO	TEXT	254	N/A	URI for additional data associated with the address point
Place_Type	Place Type	CONDITIONAL	TEXT	50	MIXED	Type of feature identified by the address, e.g. residential, office, store, school
Placement	Placement Method	NO	TEXT	25	MIXED	Methodology used for placement of the address point. Restricted values found in <i>NENA Address Point Placement Registry</i> (see the Reference Documents section at the end of this document)
Longitude	Longitude	YES	DOUBLE	N/A	N/A	Longitude of point in decimal degrees using EPSG: 4326
Latitude	Latitude	YES	DOUBLE	N/A	N/A	Latitude of point in decimal degrees using EPSG: 4326

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
Elevation	Elevation	NO	DOUBLE	6	N/A	Height above Mean Sea Level in meters
Altitude	Altitude	NO	DOUBLE	N/A	N/A	Measures the orthogonal distance from the WGS84 ellipsoid to the surface (such as a floor or ground).
Height	Height	NO	DOUBLE	N/A	N/A	The difference between Elevation and Altitude given in meters; often referred to as "Height Above Ground Level" (AGL).
ST_ALIAS	Street Alias	CONDITIONAL	TEXT	125	UPPER	Entire alias street name assigned to related street segment
NOTES	Notes	NO	TEXT	254	MIXED	Additional location information, which is not a building, floor, unit, room, or seat

Sec. 6. Emergency Service Zones (ESZ)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: ESZ boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

6.1. Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, police, EMS responder zones, and telephone exchange boundaries. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, police, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.

6.2. Database Format

The following table details the data format requirements for the ESZ database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
SOURCE	Source	YES	TEXT	75	UPPER	Agency that last updated the record. Valid values are: BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.
PROVIDER	Provider	EMPTY	TEXT	75	UPPER	The name of the regional 911 authority <i>CAPCOG will populate</i>

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
LAST_MOD	Last Modification	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
EFF_DATE	Effective Date	No	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	Emergency Service Unique ID	EMPTY	TEXT	100	MIXED	ID for each emergency service polygon - <i>CAPCOG will populate</i>
POLICE	Police	YES	TEXT	60	UPPER	Name of police service provider
FIRE	Fire	YES	TEXT	60	UPPER	Name of fire service provider
MEDICAL	Medical	YES	TEXT	60	UPPER	Name of medical service provider
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: US
STATE	State	YES	TEXT	2	UPPER	The value must be: TX
COUNTY	County	YES	TEXT	40	UPPER	County name fully spelled out. Valid values are: BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.
URI	URI	YES	TEXT	254	N/A	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	URN	NO	TEXT	50	N/A	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service)
ESN	ESN	YES	TEXT	5	N/A	ESN of the responding agency preceded by '0' if number of digits are fewer than 5.
TANDEM	Tandem	YES	TEXT	3	UPPER	911 Selected Router Code
TANDEM2	Tandem 2	CONDITIONAL	TEXT	3	UPPER	911 Selected Router Code
ESSID	ESSID	EMPTY	TEXT	2	UPPER	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	ESN GUID	EMPTY	TEXT	8	N/A	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	AV Card ID	CONDITIONAL	TEXT	254	MIXED	URI for the vCARD of contact information

Sec. 7. Emergency Service Boundaries (ESB)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Emergency Service Boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

7.1. Graphic (Spatial) Edits

Each of these layers is used to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon

There **MUST** be a separate Emergency Service Boundaries Feature Class for each type of service. At a minimum, the following Emergency Service Boundaries Feature Classes **MUST** be included:

- Police;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries layers that **MAY** be included, are:

- Poison Control;
- Forest Service;
- Animal Control; and
- Any other boundary of an emergency service provider that provides service within PUBLIC AGENCY's Provisioning Boundary.

7.2. Database Format

The following table details the data format requirements for the ESB database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrepAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Expire	Expiration Date	EMPTY	DATE	N/A	N/A	Unique tandem routing code <i>CAPCOG will populate</i>
Effective	Effective Date	NO	DATE	N/A	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:[xxx]:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org [xxx] must be replaced with Pol, Fire, or Ems for the corresponding Feature Layer.
Agency_ID	Agency Identifier	YES	TEXT	100	MIXED	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
ServiceURI	Service URI	YES	TEXT	254	N/A	URN/URL for routing. Example:

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						sip:sos@ausxtxm1.travis.tx.us
ServiceURN	Service URN	YES	TEXT	100	N/A	The URN for the Emergency Service or other Well-Known Service*
ServiceNum	Service Number	YES	TEXT	15	N/A	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. <i>Ex: 911</i>
AVcard_URI	AV Card URI	CONDITIONAL	TEXT	254	MIXED	URI for the vCARD of contact information
DsplayName	Display Name	YES	TEXT	60	MIXED	Name of the service provider that offers services within the area of an Emergency Service Boundary

Sec. 8. Administrative Level 3 (A3) Polygons

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: A3 level polygons represent incorporated municipal boundaries (sometimes also referred to as city limits) within the CAPCOG region and must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

8.1. Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys, or other related information must be acquired to update the A3 level boundaries. Coordinate geometry (COGO) is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries.

8.2. Database Format

The following table details the data format requirements for the Municipal Boundary database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
Expire	Expiration Date	NO	DATE	N/A	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:A3:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: US

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
A1	Administrative Level 1 (State)	YES	TEXT	2	UPPER	The value must be: TX
A2	Administrative Level 2 (County)	YES	TEXT	254	UPPER	County name fully spelled out. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
AddCode	Additional Code	NO	TEXT	6	MIXED	A code that specifies a geographic area
A3	Administrative Level 3 (Incorporated Municipality)	YES	TEXT	254	MIXED	Name of municipality e.g., "Austin"

Sec. 9. Reference Documents

9.1. NENA i3 Standard for Next Generation 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/NENA-STA-010.3f-2021_i3_Stan.pdf



9.2. NENA Standard for NG9-1-1 GIS Data Model

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.3_ng9-1-1_gis_d.pdf



9.3. NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-014.1-2015_SSAP_INF.pdf



9.4. NENA Master Glossary of 9-1-1 Terminology

<https://kb.nena.org/wiki/Category:Glossary>



9.5. NENA Registry of Street Name Pre Types and Street Name Post Types

<http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml>



9.6. NENA Registry of Street Name Pre Type Separators

<http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml>



9.7. NENA Address Point Placement Registry

<http://technet.nena.org/nrs/registry/SiteStructureAddressPointPlacementMethod.xml>



Attachment C: Project Representatives and Records Location

Sec. 1. CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his designee. The CAPCOG Project Representative may indicate a designee through an email to addressing@co.llano.tx.us.

Name: Rob Buckhouse
Title: CAPCOG GIS Project Manager

Telephone No.: 512-916-6033
Email: rbuckhouse@capcog.org

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

Sec. 2. PUBLIC AGENCY Project Contract Representative

The individual named below is the PUBLIC AGENCY Project Contract Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications must be addressed to the PUBLIC AGENCY Project Representative or their designee. The PUBLIC AGENCY Project Representative may indicate a designee through an email to rbuckhouse@capcog.org.

Name: Tracie Davidson
Title: 9-1-1 Coordinator

Telephone No.: 325-247-2039
Email: addressing@co.llano.tx.us

Llano County
100 West Sandstone Street
Suite 200A
Llano, Texas 78643

Sec. 4. Submittal of Payment Requests

Submit payment invoices to CAPCOG's Project Representative, Accounts Payable Invoices at apinvoices@capcog.org and Richard Morales at rmorales@capcog.org.

Sec. 5. Designated Location for Records Access and Review

PUBLIC AGENCY designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

Llano County
100 West Sandstone Street
Suite 200A
Llano, Texas 78643

Project Representative

Designated Alternate

Sec. 1. Summary

- 1.1. The individual named below is the DESIGNATED ALTERNATE to the PUBLIC AGENCY PROJECT REPRESENTATIVE, who is authorized to process 9-1-1 data submissions on behalf of PUBLIC AGENCY.
- 1.2. The DESIGNATED ALTERNATE possesses sufficient knowledge of the submission process, a working understanding of the PUBLIC AGENCY's database, and access to all files and systems necessary to perform the responsibilities of the PROJECT REPRESENTATIVE.

PUBLIC AGENCY: Llano County

DESIGNATED ALTERNATE Name: Traci Davidson

DESIGNATED ALTERNATE Phone: 325.247.2039

DESIGNATED ALTERNATE Email: addressing@llanocounty.gov

DESIGNATED ALTERNATE Signature: Traci Davidson

Interlocal Agreement (ILA) Expenses Estimate

Llano County

For 9-1-1 GIS Database Management Services during FY27

Add additional lines as needed

Personnel (include name & title)	Total Annual Salary and Fringe	FTE Percentage	Amount allocated to ILA
Tracie Davidson, Llano County 911 Coordinator (primary)	\$ 63,024.00	100.00%	\$ 63,024.00
Katerine Ekins (Secondary)	\$ 68,625.00	30.00%	\$ 20,587.50
Cristy Vaught - Department Head	\$ 104,127.00	15.00%	\$ 15,619.05
name, title			\$ -
name, title			\$ -
Total Personnel Budget	\$ 235,776.00	145.00%	\$ 99,230.55

Supplies/Software/Subscriptions (include unit price)	Purpose/Use under the ILA	Amount allocated to ILA
2 ESRI editing licenses for ArcGIS	Create update and maintain data	\$ 3,173.63
ESRI Credits fro Web Map	Provide access to 911 map (county/public)	\$ 475.56
item description		
item description		
item description		
item description		
Total Supplies Budget		\$ 3,649.19

Travel (include location if known and breakdown of expense)	Purpose/Use under the ILA including number of personnel traveling	Amount allocated to ILA
Quarterly CAPCOG Meetings	Mandatory Meeting/2 traveling mileage	\$ 446.00
item description		
item description		
item description		
item description		
item description		
Total Equipment Budget		\$ 446.00

Equipment (include only items over \$5,000)	Purpose/Use under the ILA	Amount allocated to ILA
item description		
item description		
item description		
item description		
item description		
item description		
Total Equipment Budget		\$ -

Total Estimated Expenses for FY27:	\$	103,325.74
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More information:

Provide further explanation of any of the expenses listed above.

**INTERLOCAL AGREEMENT
FOR THE REIMBURSEMENT
FOR CELL PHONE PAGING SOFTWARE**

This INTERLOCAL AGREEMENT FOR THE REIMBURSEMENT FOR CELL PHONE PAGING SOFTWARE (the "Agreement") is made and entered into on this **1st day of OCTOBER, 2026** (the "Effective Date"), by and between **LLANO COUNTY TEXAS**, a duly organized Texas County existing and operating under the Texas Local Government Code and the Texas Constitution, as amended (the "COUNTY"), and **CASTELL V.F.D.**, a volunteer fire department situated in Llano COUNTY, Texas, (the "VFD").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding provision of emergency services and 911 dispatch; and

WHEREAS, VFD and COUNTY desire to enter into an agreement regarding the use of required software necessary to allow cell phone paging to first responders of VFD by the dispatch service of the COUNTY (referred to herein as the "Software") and further for the reimbursement of VFD by COUNTY for the annual licensing fee associated with such Software; and

WHEREAS, entering in such an agreement will allow the parties to efficiently and effectively utilize their respective resources; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the COUNTY and VFD hereby agree as follows:

1. VFD shall provide the COUNTY with a written request for reimbursement for the annual licensing fee associated with the Software on or about the Effective Date of this Agreement.
2. The COUNTY shall pay VFD an amount equal to the aforementioned annual licensing fee for the Software not later than sixty (60) days after the Effective Date of this Agreement. Notwithstanding the foregoing, the COUNTY shall not be obligated under this Agreement to reimburse VFD for any amount in excess of **\$600.00** unless the County Commissioners of the COUNTY approve such

higher reimbursement amount at a regular meeting of the Commissioners Court after receipt of the VFD's written request for reimbursement. If the County Commissioners do not approve the higher reimbursement request, then COUNTY'S payment obligations under this Agreement shall be limited to a maximum of **\$600.00**.

3. Each party shall comply with all applicable federal, state and municipal laws and regulations in the execution and implementation of this Agreement.
4. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth explicitly herein and this Agreement shall not create any rights in any third parties not signatories hereto.
5. This Agreement shall be effective as of the Effective Date and shall remain in effect until **September 30, 2027**, and may be renewed annually upon written agreement of VFD and the COUNTY.
6. Either party may terminate the Agreement at any time, for any reason, by thirty (30) day written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default. If either party defaults in the performance of any of the terms and conditions of this Agreement, written notice of such default shall be given, and the party receiving notice shall have thirty days from the date of initial notice within which to cure such default. If the defaulting party fails to cure the default within such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement. Nothing herein shall deprive either party of any other legal remedies it may have to enforce the terms of this agreement.
7. All Notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notice or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purpose shall be as follows:

If to CASTELL VFD:

Castell V.F.D., Attn: Fire Chief
PO Box 45
Castell, Texas 78631

If to the COUNTY:

Llano COUNTY, Attn: Llano COUNTY Judge
801 Ford Street, Llano, Texas 78643

MISCELLANEOUS:

Assignment. This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Llano COUNTY, Texas.

No Oral Modification. This Agreement may not be supplemented, modified or amended, except by an agreement in writing signed by VFD and the COUNTY.

No Oral Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Time of Essence. Time is of the essence of this Agreement.

Partial Invalidity. In any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as may be possible and be legal, valid, and enforceable.

Authorization. Each party executing this Agreement on behalf of VFD, and the COUNTY possesses all requisite authority to execute this Agreement on such party's behalf.

EXECUTED AND EFFECTIVE as of the Effective Date.

THE COUNTY:
Llano COUNTY, Texas

By: RT. 124 9/14/2026
COUNTY Judge Dated

Attest: Cecilia McClintock 9-14-2026
COUNTY Clerk Dated

CASTELL VFD:
Castell V.F.D.

By: _____
Chief Dated

Attest: _____
Secretary Dated

INTERLOCAL AGREEMENT FOR THE REIMBURSEMENT FOR CELL PHONE PAGING SOFTWARE

This INTERLOCAL AGREEMENT FOR THE REIMBURSEMENT FOR CELL PHONE PAGING SOFTWARE (the "Agreement") is made and entered into on this **1ST day of OCTOBER, 2026** (the "Effective Date"), by and between **LLANO COUNTY TEXAS**, a duly organized Texas County existing and operating under the Texas Local Government Code and the Texas Constitution, as amended (the "COUNTY"), and **TOW V.F.D.**, a volunteer fire department situated in Llano COUNTY, Texas, (the "TOW VFD").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding provision of emergency services and 911 dispatch; and

WHEREAS, TOW VFD and COUNTY desire to enter into an agreement regarding the use of required software necessary to allow cell phone paging to first responders of TOW VFD by the dispatch service of the COUNTY (referred to herein as the "Software") and further for the reimbursement of TOW VFD by COUNTY for the annual licensing fee associated with such Software; and

WHEREAS, entering in such an agreement will allow the parties to efficiently and effectively utilize their respective resources; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the COUNTY and SRBVFD hereby agree as follows:

1. TOW VFD shall provide the COUNTY with a written request for reimbursement for the annual licensing fee associated with the Software on or about the Effective Date of this Agreement.
2. The COUNTY shall pay TOW VFD and amount equal to the aforementioned annual licensing fee for the Software not later than sixty (60) days after the Effective Date of this Agreement. Notwithstanding the foregoing, the COUNTY shall not be obligated under this Agreement to reimburse TOW VFD for any

amount in excess of **\$750.00** unless the County Commissioners of the COUNTY approve such higher reimbursement amount at a regular meeting of the Commissioners Court after receipt of the TOW VFD's written request for reimbursement. If the County Commissioners do not approve the higher reimbursement request, then COUNTY'S payment obligations under this Agreement shall be limited to a maximum of **\$750.00**.

3. Each party shall comply with all applicable federal, state, and municipal laws and regulations in the execution and implementation of this Agreement.
4. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth explicitly herein and this Agreement shall not create any rights in any third parties not signatories hereto.
5. This Agreement shall be effective as of the Effective Date and shall remain in effect until **September 30, 2027**, and may be renewed annually upon written agreement of TOW VFD and the COUNTY.
6. Either party may terminate the Agreement at any time, for any reason, by thirty (30) day written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default. If either party defaults in the performance of any of the terms and conditions of this Agreement, written notice of such default shall be given, and the party receiving notice shall have thirty days from the date of initial notice within which to cure such default. If the defaulting party fails to cure the default within such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement. Nothing herein shall deprive either party of any other legal remedies it may have to enforce the terms of this agreement.
7. All Notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notice or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purpose shall be as follows:

If to TOW VFD:

TOW V.F.D., Attn: Fire Chief, PO BOX 112
TOW, TEXAS 78672

If to the COUNTY:

LLANO COUNTY, Attn: Llano County Judge, 801 Ford Street, Llano, Texas
78643

MISCELLANEOUS:

Assignment. This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Llano COUNTY, Texas.

No Oral Modification. This Agreement may not be supplemented, modified, or amended, except by an agreement in writing signed by TOW VFD and the COUNTY.

No Oral Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Time of Essence. Time is of the essence of this Agreement.

Partial Invalidity. In any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as may be possible and be legal, valid, and enforceable.

Authorization. Each party executing this Agreement on behalf of TOW VFD and the COUNTY possesses all requisite authority to execute this Agreement on such party's behalf.

EXECUTED AND EFFECTIVE as of the Effective Date.

THE COUNTY:
Llano COUNTY, Texas

By: R. T. [Signature] 9/14/2026
COUNTY Judge Dated

Attest: Cecilia McClintock 9-14-2026
COUNTY Clerk Dated

TOW VFD:
Sunrise Beach V.F.D.

By: _____
Chief Dated

Attest: _____
Secretary Dated

**INTERLOCAL LEASE AGREEMENT
BETWEEN
LLANO COUNTY AND TEXAS DIVISION OF EMERGENCY MANAGEMENT**

Pursuant to Texas Government Code, V.T.C.A., Chapter 791, this Interlocal Agreement is made and entered into on this **1st day of OCTOBER, 2026**, by and between **The Texas Division of Emergency Management**, an entity situated in Llano County, Texas (hereinafter "Lessee"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "Lessor").

1. **Location:** Lessor shall lease to Lessee 400 square feet of office space 100 W. Sandstone Street, Ste. 200A, in the City of Llano, Texas 78643.

2. **Lease Amenities:** Lessee shall be entitled to receive, and Lessor shall be required to provide the amenities selected in Section A of the Attachment accompanying this Agreement.

3. **Term:** Lessee shall have and hold the leased premises for the period beginning **October 1, 2026 and ending September 30, 2027**.

4. **Rent:** The monthly rent shall be **-\$0.00-** and is payable in arrears on or before the last day of each calendar month. Rent payable under this Agreement shall be prorated on a daily basis for any fraction of a month of occupancy.

5. **Early Termination:** This Agreement may be terminated by either party giving sixty (60) days prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

6. **Payments:** During the term of this Agreement, rent payments under Section 4 of this Agreement shall be remitted to the Lessor by the Texas Division of Emergency Management on behalf of the Lessee.

7. **Counterparts:** This Agreement may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

8. **Section Headings:** The section headings of this Agreement are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

9. **Sale or Transfer of Leased Premises:** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party or any part of the premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises and provide documentation evidencing such sale or transfer in such notice.

10. **Maintenance of Common Areas:** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys, and other like areas.

11. **Maintenance of Structural Components:** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical, and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

12. **Lessor Liability for Failure to Maintain:** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his/her employees or guest, caused by Lessor's failure to fulfill its obligations under Sections 10 and 11.

13. **Limitation of Liability:** Lessor agrees that neither Lessee nor officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lessee's tenancy.

14. **Compliance with Laws:** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes, and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

15. **Assignment and Subletting:** Lessee shall not assign this lease nor sublet the premises or any interest therein without first obtaining the written consent of the Lessor. And assignment or subletting without the written consent of the Lessor shall be void and shall, at the option of the Lessor, terminate this Agreement.

16. **Modifications:** Any amendments, additions, or modifications to this Agreement inconsistent with Sections 1 through 15 above shall have no force or effect to the extent of such inconsistency. All amendments to the Agreement must be in writing and signed by the Lessor and Lessee.

LLANO COUNTY

TEXAS DIVISION OF
EMERGENCY MANAGEMENT

Rob T. Hardy
Print Name of Lessor/Landlord/Company

Print Name of Lessee

BY: Rob T. Hardy
Lessor Signature

BY: _____
Lessee Signature

Title: Llano County Judge

Title: _____

Date: 9/14/2026

Date: _____

SECTION A Lease Amenities

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the primary office.

To be completed by the Lessor:

- ☐ High-Speed Internet Available Within the Leased Space.
- ☐ Interior Wiring CAT5e or Better within Leased Space.
- ☐ Lockable Space for Networking Equipment.
- ☐ Telephone Service Available.
- ☐ Parking.
- ☐ Utilities.
- ☐ Janitorial Services.
- ☐ Trash Removal.
- ☐ Carpet Cleaning.
- ☐ Window Washing.
- ☐ Tenant Alterations Included in Rental Rate.
- ☐ After-Hours Building Access.
- ☐ Office Furnishings.
- ☐ Building Manager – On Call – Contact: **Jeremy Vick**, 325.216.5090, email: j.vick@co.llano.tx.us

STATE OF TEXAS

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COUNTY OF LLANO

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**INTERLOCAL AGREEMENT
FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS**

This INTERLOCAL AGREEMENT FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS (the "Agreement") is made and entered into on this **1ST day of OCTOBER, 2026** (the "Effective Date"), by and between **LLANO COUNTY TEXAS**, a duly organized Texas County existing and operating under the Texas Local Government Code and the Texas Constitution, as amended (the "COUNTY"), and **THE LLANO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 (BLUE LAKE)**, a political subdivision situated in Llano County, Texas, ("MUD1").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding streets, roads and drainage; and

WHEREAS, The MUD1 and County desire to enter into an agreement regarding the maintenance of various streets situated in MUD1 so as to enhance and maintain an efficient and comprehensive system of local and county wide roadways; and

WHEREAS, entering in such an agreement will allow the parties to efficiently and effectively utilize their respective resources; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the COUNTY and MUD1 hereby agree as follows:

1. MUD1 will provide the County with a written request to enhance, maintain or repair streets located within the boundaries of MUD1. The named streets shall stipulate the length and width to be repaired.
2. The County will provide a written "Estimate of Costs" for materials and a schedule of unit costs for labor and equipment in writing to perform the project as requested by MUD1.

3. Upon approval by MUD1 and beginning on a mutually agreed start date, the County will order materials, labor, and equipment necessary to complete the project. The COUNTY contribution shall not exceed \$15,000 as specified in Chapter 251.015 of the Texas Transportation Code. Payment for materials shall be paid to Llano County Treasurer within thirty (30) days from receipt of invoice by MUD1. MUD1 has the option to order rock and oil for its own account.
4. Each party shall comply with all applicable federal, state, and municipal laws and regulations.
5. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
6. This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually.
7. Nothing in this Agreement shall be construed as granting to the County any rights, jurisdiction, authority, or obligation to regulate the streets on which paving work is to be performed pursuant to this Agreement. The authority to regulate the streets subject to this Agreement shall remain with MUD1. The County, in performing the obligations agreed to in this Agreement, shall not be deemed to undertake any duty with respect to the continued maintenance of the streets on which maintenance work is performed pursuant to the terms of this Agreement.
8. Either party may terminate the Agreement at any time, for any reason, by thirty (30) day written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default. If either party defaults in the performance of any of the terms and conditions of this Agreement, written notice of such default shall be given, and the party receiving notice shall have thirty days from the date of initial notice within which to cure such default. If the defaulting party fails to cure the default within such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement. Nothing herein shall deprive either party of any other legal remedies it may have to enforce the terms of this agreement.
9. All Notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notice or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purpose shall be as follows:

**Llano County Municipal Utility
District No. 1
2900 Blue Lake Drive
Horseshoe Bay, Texas 78657**

**Llano County
Attn: Llano County Judge
801 Ford Street
Llano, Texas 78643**

MISCELLANEOUS:

Assignment. This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Llano County, Texas.

No Oral Modification. This Agreement may not be supplemented, modified, or amended, except by an agreement in writing signed by MUD1 or the County.

No Oral Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Time of Essence. Time is of the essence of this Agreement.

Partial Invalidity. In any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as may be possible and be legal, valid, and enforceable.

Authorization. Each party executing this Agreement on behalf of MUD1 and the County possesses all requisite authority to execute this Agreement on such party's behalf.

Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

Executed this 14th day of September, 2026.

Llano County Municipal Utility
District No. 1

Rob T. Hardy
Llano County
Rob T. Hardy, Llano County Judge

ATTEST:

Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

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COUNTY OF LLANO

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**INTERLOCAL AGREEMENT
TO SUPPORT THE NEXT GENERATION 9-1-1 DATABASE PROGRAM
BETWEEN LLANO COUNTY AND SUNRISE BEACH VILLAGE**

This Interlocal Cooperation Agreement is between Llano County and the **City of Sunrise Beach Village**. Llano County and Sunrise Beach Village may be referred to individually as "Party" and collectively as "Parties".

Whereas, the County has entered into an Interlocal Contract for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments (CAPCOG) to support CAPCOG's desire to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the Capital Area Emergency Communications District;

Whereas, in CAPCOG's Interlocal, the County agreed to perform several duties including contracting with public entities and private interests located within Llano County in order to obtain geographic information services (GIS) data and address related data to support 9-1-1 coverage in Llano County; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so the City is authorized to provide address related data on a routine basis to the County for updating the county-wide 9-1-1 addressing database.

Now Therefore, the Parties, in consideration of the obligations described in this Agreement, do agree as follows:

Section 1. Purpose

The purpose of this Agreement is for the County to obtain address related data from Sunrise Beach Village so the County can maintain the county-wide 9-1-1 addressing database to support 9-1-1 emergency services delivery throughout Llano County.

Section 2. Agreement Term

This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice prior to the end of the current term advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

Section 3. Designation of Contract Manager

- 3.1 Correspondence should be sent to the following: Attention: Llano County 9-1-1 Coordinator, 100 W. Sandstone St, Ste 200A, Llano, TX 78643 or electronically to 911addressing@co.llano.tx.us . The County 9-1-1 Coordinator shall represent the interests of Llano County in resolving any and all issues that may arise under this Agreement and serve as the County's designated point of contact for Llano County.
- 3.2 Correspondence should be sent to the following: Sunrise Beach Village Development Services Department, 124 Sunrise Drive, Sunrise Beach Village, TX 78643 or electronically to compliance@sunrisebeachtx.gov. This individual shall be the County's designated point of contact for the City.
- 3.3 Should the identity of the Llano County 9-1-1 Coordinator or Sunrise Beach Village Development Services representative change, each party will identify a qualified and competent replacement and promptly notify the other party of the change. No formal amendment is otherwise required for this section.

Section 4. County Duties

- 4.1 The County agrees to update and maintain the Master Street Addressing Guide (MSAG) with the CAPCOG database provider for all identified addresses in Sunrise Beach Village.
- 4.2 The County agrees to review and approve street names and street layout as it relates to addressing submitted through preliminary subdivision review in the City that Sunrise Beach Village submits to the Llano County 9-1-1 Coordinator.
- 4.3 The County agrees to review and approve street names and street layout submitted for new site plans in Sunrise Beach Village.
- 4.4 The County agrees to review and approve names submitted for street name changes in Sunrise Beach Village.
- 4.5 The County agrees to provide MSAG records specific to Sunrise Beach Village upon written request.

Section 5. City Duties

- 5.1 Sunrise Beach Village agrees to provide all preliminary subdivisions that contain streets in review to the Llano County 9-1-1 Coordinator. Under this Agreement, Llano County 9-1-1 Coordinator will review and confirm, if acceptable, all street names that are in compliance with the Llano County 9-1-1 Addressing Court Order (Attached as **Exhibit "A"** to this Agreement and incorporated by reference) for the City prior to the Sunrise Beach Village's approval within 10 business days of receipt; if not received within 10 days street names are considered approved.
- 5.2 Sunrise Beach Village agrees to provide a copy of all newly recorded and addressed subdivision plats with address prominently displayed on the plats to the 9-1-1

Coordinator within two weeks from the date of plat recordation with Llano County. The Sunrise Beach Village may also provide the addresses and street centerlines in a GIS format to the Llano County 9-1-1 Coordinator.

- 5.3 Sunrise Beach Village agrees to provide the Llano County 9-1-1 Coordinator with documentation of address(s) assigned for each newly addressed property in the Sunrise Beach Village within one month of the address assignment. For consistency it is recommended that the address(s) should comply with the *Capital Area Council of Governments (CAPCOG) Addressing Guidelines* attached as **Exhibit "B"** to this Agreement and incorporated by reference.
- 5.4 Sunrise Beach Village agrees to coordinate with the Llano County 9-1-1 Coordinator on all proposed City street name changes and provide documentation of the final approved street name changes within two weeks of the street name effective date. For consistency it is recommended that the street names must follow the *Llano County 9-1-1 Addressing Court Order*.
- 5.5 Sunrise Beach Village agrees to coordinate with the Llano County 9-1-1 Coordinator on all proposed City address changes and provide documentation of the final approved address changes within two weeks of the address effective date. For consistency it is recommended that address changes comply with the *CAPCOG Addressing Guidelines* or the *Llano County 9-1-1 Addressing Court Order*.
- 5.6 Sunrise Beach Village agrees to provide notification of proposed annexations and disannexations within the Sunrise Beach Village to the Llano County 9-1-1 Coordinator no later than thirty (30) days prior to the effective date of the annexation or disannexations, as applicable. The Sunrise Beach Village may also provide the annexation boundaries in a GIS format. The Sunrise Beach Village will provide prompt notification to the Llano County 9-1-1 Coordinator upon approval of all annexations and disannexations.
- 5.7 Sunrise Beach Village agrees to provide the 9-1-1 Coordinator with all signed ordinances and maps regarding boundary changes as described in the Local Government Code Chapter 41.

Section 6. Confidential and Proprietary Information

All material submitted to Llano County becomes public property and is subject to the Texas Public Information Act on receipt. If the Sunrise Beach Village does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If the City fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 7. Agreement Signatures

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals. Each party shall receive an original signed document.

The Agreement is effective on the last date signed by the Parties.

City of Sunrise Beach
Attention: City Mayor
124 Sunrise Drive
Sunrise Beach Village, TX 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

Executed this 14th day of September, 2026.

City of Sunrise Beach Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

City of Sunrise Beach Development Services

Cristy Vaughn
Llano County Development Services

Exhibits:

Exhibit A- Llano County 9-1-1 Addressing Court Order:
<https://www.llanocounty.gov/page/Development.Services>

Exhibit B- Capital Area Council of Governments Addressing Guidelines:
<https://www.capcog.org/wp-content/uploads/2024/03/2011-05-02-CAPCOG-Addressing-Guidelines.pdf>

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF LLANO §

INTERLOCAL AGREEMENT – FOR DISPATCH SERVICES

This Interlocal Agreement is made and entered into on this **1st Day of OCTOBER, 2026**, by and between the **City of Sunrise Beach**, a Political subdivision of the State of Texas (hereinafter "City"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A. authorizes local governments to enter into Agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding public safety; and

WHEREAS, The City and the County desire to enter into an Agreement for cooperative use of one law enforcement dispatch services between the City of Sunrise Beach and Llano County, Texas; and

WHEREAS, Entering into such an Agreement will allow the parties to efficiently and effectively utilize the Llano County Sheriff's Department Dispatch Services to support the City of Sunrise Beach; and

WHEREAS, The Governing bodies of each party finds that this undertaking is necessary for the benefit of the public health, safety and welfare, and that the responsibilities provided hereunder are in common interest of both parties hereto.

NOW, For and in consideration of the mutual undertakings hereafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment and training necessary to assist in the operation and maintenance of the law enforcement dispatch services in support of the City of Sunrise Beach Police Department and the Llano County Sheriff's Department.
2. The City of Sunrise Beach shall make an annual compensation of **\$3,000.00** dollars to Llano County for the operation of dispatch services. This annual payment is to be paid in quarterly installments and to be billed under separate cover.
3. The Llano County Sheriff will review the cost of this service annually and provide recommendations for cost adjustments to both parties no less than 60 days prior to the expiration of this Agreement.
4. This Agreement shall commence on the 1st day of October of each year and run a

term of one (1) year, renewing annually.

5. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
6. Either the City or County may terminate the Agreement at any time, for any reason, by sixty (60) days written notice advising the other party of its intent to terminate the Agreement.
7. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
8. To the extent permitted by law, each Party shall indemnify and hold the other Party harmless for all damages and liability to any person or property resulting from the actions of the Party or any of its employees.
9. This agreement may be amended in writing by the Parties hereto at any time.
10. All notices shall be in writing and delivered to the parties at the addresses listed below, either in person or by U.S. Mail.

**City of Sunrise Beach
Attention: City Mayor
124 Sunrise Drive
Sunrise Beach, Texas 78643**

**Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643**

11. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14th day of September, 2026.

City of Sunrise Beach Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

Chief
Sunrise Beach Police Department

Marquis Cantu 9-14-2026
Marquis Cantu, Llano County Sheriff

STATE OF TEXAS

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COUNTY OF LLANO

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**INTERLOCAL AGREEMENT
FOR LLANO COUNTY GAME ROOM REGULATIONS PERMITTING
AND ENFORCEMENT WITHIN CITY LIMITS**

This Interlocal Agreement ("Agreement") is made and entered into on **this 1st day of October, 2026** by and between the **City of Sunrise Beach, Texas**, a political subdivision of the State of Texas located in **Llano County**, Texas (hereinafter "City") and Llano County, a political subdivision of the State of Texas (hereinafter "County"). This Agreement is made in accordance with the Interlocal Cooperation Act, Texas Government Code Ann. Chapter 791.

WHEREAS, the Llano County Commissioners Court, through authority granted to it pursuant to Section 234.133 of the Texas Local Government Code to promote the public health, safety, and welfare, has adopted regulations relating to the operation of game rooms; and

WHEREAS, the Interlocal Cooperation Act provides authorization for local government to contract with one another and with agencies of the state to perform governmental functions and services under the terms of the Act; and

WHEREAS, both the County and the City are willing to provide such services as necessary for the uniform enforcement of the County's game room regulations within the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements state herein, the parties agree as follows:

1. The parties hereby agree that the County shall regulate any and all game rooms located in the City in accordance with the game room regulations adopted by the County pursuant to Section 234.133 of the Texas Local Government Code."
2. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
3. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth with in the Llano County Game Room Regulations and this Agreement shall not create any rights in any third parties not signatories hereto.
4. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

5. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

**City of Sunrise Beach
Attention: City Mayor
124 Sunrise Dr
Sunrise Beach, Texas 78643**

**Llano County
Attention: County Judge
801 Ford Street-Courthouse
Llano, Texas 78643**

6. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

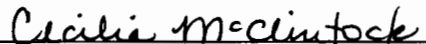
Mayor of Sunrise Beach, Tx



Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary



Cecilia McClintock, Llano County Clerk

Terms Approved:

Game Room Permit Administrator

STATE OF TEXAS

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COUNTY OF LLANO

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INTERLOCAL AGREEMENT – JAIL SERVICES

This Interlocal Agreement is made and entered into on this **1ST day of OCTOBER, 2026** by and between Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County"), and the **City of Sunrise Beach**, Llano County, Texas, a political subdivision of the State of Texas (hereinafter "City").

WHEREAS, Chapter 791 of the Texas State Government Code, V.T.C.A., authorizes local governments to enter in to agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, governmental functions and services include all or in part of a function or service regarding public health and welfare; and

WHEREAS, the City and the County desire to enter into an agreement for Jail Services for the City of Sunrise Beach, Llano County, Texas, and Sunrise Beach Police Department; and

WHEREAS entering into such an agreement will serve to protect the public by providing Jail Services to the City of Sunrise Beach, and Sunrise Beach Police Department; and

WHEREAS, the governing bodies of each party finds that this undertaking is necessary for the benefit of public health and welfare and that the responsibility provided hereunder are in the common interest of both parties; Now,

For and in consideration of the mutual undertakings hereinafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment and training necessary to operate facilities for housing of prisoners in the custody of the City of Sunrise Beach Police Department,
2. The Sheriff of Llano County will have the right to determine the procedures and paperwork necessary to book a prisoner and the Sheriff will assume responsibility for State required paperwork, and the actual day to day policy and procedures will be agreed upon by the Sheriff or his designee and the Chief of Police or his designee,
3. The City of Sunrise Beach shall pay **\$125.00** per day per prisoner, under the following conditions:
 - a. Charges will be made for all Class C misdemeanors booked by the Sunrise Beach Police Department;
 - b. Prisoners booked in after 6:00 p.m. and magistrates the next day will be charged as one day;
 - c. Prisoners brought in before 6:00 p.m. and magistrates the next day will be charged as two days;

- d. In the event the prisoner is sentenced to jail time or to lay out the fine, charges will be based on each day in jail;
4. The City of Sunrise Beach shall make payments to Llano County from current available revenues,
 5. Llano County Sheriff will review the cost of this service on an annual basis. Recommendations for cost adjustments will be made to both parties no less than 60 days prior to the expiration of the annual agreement.
 6. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
 7. By entering in to this Agreement, the parties do not create any obligations, expressed or implied other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
 8. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
 9. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

City of Sunrise Beach
Attention: City Mayor
124 Sunrise Drive
Sunrise Beach, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

10. Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

EXECUTED this 14th day of September, 2026.

CITY OF SUNRISE BEACH

Mayor
ATTEST:

City Secretary

TERMS APPROVED:

Chief of Police
Sunrise Beach Police Department

DATE

LLANO COUNTY, TX

Rob T. Hardy
Rob T. Hardy, Llano County Judge

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

Marquis Cantu
Marquis Cantu, Llano County Sheriff

9-14-2026
DATE

STATE OF TEXAS
COUNTY OF LLANO

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**INTERLOCAL CONTRACT
MAGISTRATE SERVICES
BETWEEN LLANO COUNTY AND THE CITY OF SUNRISE BEACH**

This Interlocal Contract for Magistrate Services (the "Agreement"), as provided by the Interlocal Cooperation Act, Texas Government Code Sec. 791.001, et seq., is made and entered into by and between the **City of Sunrise Beach** (the CITY) and the County of Llano (the COUNTY).

WHEREAS, the CITY is a Type A General-Law municipality incorporated pursuant to the Statutes of the State of Texas; and

WHEREAS, the COUNTY is a Texas county that encompasses the CITY; and

WHEREAS, the CITY is authorized to provide and desires to provide its residents with efficient and effective governmental services; and

WHEREAS, the COUNTY is authorized to provide and desires to provide its residents with efficient and effective governmental services; and

WHEREAS, magistrate services are part of governmental services; and

WHEREAS, the CITY and COUNTY wish to assist one another with efforts to provide their residents with efficient and effective magistrate services.

NOW, THEREFORE, the CITY and COUNTY hereby agree as follows:

1. PURPOSE

The purpose of this Interlocal Contract is to allow the City of Llano and County of Llano to assist one another with the governmental function of magistrate services.

2. CITY DUTIES & RIGHTS

A. The CITY municipal court judge shall provide magistrate services to the COUNTY when a COUNTY Justice of the Peace is not able to provide said services to the COUNTY.

B. The CITY shall assist the COUNTY with magistrate services as follows:

(1) Respond promptly to COUNTY written or oral requests for magistrate

services;

(2) Provide a municipal court judge, if available, to fulfill COUNTY requests for magistrate services; and

(3) Provide the municipal court judge with administrative assistance as needed to fulfill COUNTY requests for magistrate services.

C. The CITY shall request COUNTY magistrate services as follows:

(1) The CITY shall request COUNTY magistrate services only when the CITY municipal court judge is not available to provide magistrate services upon the need arising; and

(2) The CITY shall request COUNTY magistrate services for a specific date, time, and location.

D. All existing CITY ordinances and any future ordinances, which are enacted by the CITY and which require enforcement, are hereby incorporated by reference.

E. In providing the required services, the CITY will furnish and utilize the equipment and personnel routinely assigned to service the CITY.

F. The CITY personnel who provide services pursuant to this Agreement are employees of the CITY and the CITY shall maintain supervisory control and command over such employees.

3. COUNTY DUTIES & RIGHTS

A. A COUNTY justice of the peace shall provide magistrate services for the CITY when the CITY municipal court judge is not able to provide said services for the CITY.

B. The COUNTY shall assist the CITY with magistrate services as follows:

(1) Respond promptly to CITY written or oral requests for magistrate services;

(2) Provide a justice of the peace, if available, to fulfill CITY requests for magistrate services; and

(3) Provide the justice of the peace with administrative assistance as needed to fulfill CITY requests for magistrate services;

C. The COUNTY shall request CITY magistrate services as follows:

(I) The COUNTY shall request CITY magistrate services only when the COUNTY justice of the peace is not available to provide magistrate services upon the need arising;

(2) The **COUNTY** shall request CITY magistrate services for a specific date, time, and location.

- D. All existing COUNTY orders and any future orders, which are enacted by the COUNTY and which require enforcement, are hereby incorporated by reference.
- E. In providing the required services, the COUNTY will furnish and utilize the equipment and personnel routinely assigned to service the COUNTY.
- F. The COUNTY personnel who provide services pursuant to this Agreement are employees of the COUNTY and the COUNTY shall maintain supervisory control and command over such employees.

4. CONTRACT ADMINISTRATION AND TERMS

- A. **City of Sunrise Beach Mayor** (or the Mayor's designated representative) shall be responsible for administering this Agreement for the CITY.
- B. **County Judge** (or his or her designated representative) shall be responsible for administering this Agreement for the COUNTY.
- C. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

5. MISCELLANEOUS

- A. Each party shall approve participation in this Agreement by the appropriate governmental body.
- B. The COUNTY shall pay for services rendered by the COUNTY from current revenue funds available to the COUNTY.
- C. The CITY shall pay for services rendered by the CITY from current revenue funds available to the CITY.
- D. The annual renewal and, if necessary, renegotiation of this Agreement shall be contingent upon the availability of current revenue funds.
- E. This Agreement may be terminated or renegotiated in the event of changed state law that affects the parties' performance under this Agreement.

- F. Unless otherwise provided herein, all notices under this Agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

City of Sunrise Beach
Attention: City Mayor
124 Sunrise Dr
Sunrise Beach, Texas 78643

Llano County
Attention: County Judge
801 Ford Street-Courthouse
Llano, Texas 78643

- G. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- H. The waiver by any party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.
- I. This is the entire agreement between the CITY and COUNTY. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY AND COUNTY.
- J. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14th day of September, 2026.

City of Sunrise Beach Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

Chief, Sunrise Beach Police Department

Marquis Cantu ^{14th} 9-16-2026
Marquis Cantu, Llano County Sheriff

STATE OF TEXAS

COUNTY OF LLANO

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INTERLOCAL AGREEMENT – RADIO SERVICES

This Interlocal Agreement is made and entered into on this **1st day of October, 2026** by and between the **City of Sunrise Beach**, a political subdivision of the State of Texas (hereinafter “City”), and the Llano County, Texas, a political subdivision of the State of Texas (hereinafter “County”).

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, governmental functions and services include all or part of a function or service regarding public safety;

WHEREAS, the City and the County desire to enter into an Agreement for cooperative use of one law enforcement radio system between the City of Sunrise Beach and Llano County, Texas, and

WHEREAS, entering into such an Agreement will allow the parties to efficiently and effectively utilize the Llano County Sheriff’s Department radio system to support the City of Llano, and

WHEREAS, the governing bodies of each party finds that this undertaking is necessary for the benefit of the public health, safety and welfare and that the responsibilities provided hereunder are in common interest of both parties hereto. Now,

For and in consideration of the mutual undertakings hereafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment, and training necessary to assist in the operation and maintenance of the law enforcement radio system in support of the City of Sunrise Beach Police Department and the Llano County Sheriff’s Department.
2. The City of Sunrise Beach shall make an annual payment in the amount of **\$3,600.00** dollars (**\$25.00** per subscriber unit per month – 12 Radios) to Llano County for the operation of the radio system. This annual payment is in addition to the payments made by the City to the County for Dispatch Services.
3. The Llano County Sheriff will review the cost of this service annually and provide recommendations for cost adjustments to both parties no less than 60 days prior to the expiration of this Agreement.
4. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.

5. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
6. Either the City or County may terminate the Agreement at any time, for any reason, **by thirty (30) days written notice** advising the other party of its intent to terminate the Agreement.
7. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
8. To the extent permitted by law each Party shall indemnify and hold the other Party harmless for all damages and liability to any person or property resulting from the actions of the Party or any of its employees.
9. This agreement may be amended in writing by the Parties hereto at any time.
10. All notices shall be in writing and delivered to the parties at the addresses listed below, either in person or by U.S. Mail.

**City of Sunrise Beach
Attention: City Mayor
301 W. Main Street
Llano, Texas 78643**

**Llano County
Attention: County Judge
801 Ford Street-Courthouse
Llano, Texas 78643**

11. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14th day of September, 2026.

Sunrise Beach Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

Chief
Sunrise Beach Police Department

Marquis Cantu
Marquis Cantu, Llano County Sheriff

STATE OF TEXAS
COUNTY OF LLANO

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**INTERLOCAL AGREEMENT
FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS**

This INTERLOCAL AGREEMENT FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS (the "Agreement") is made and entered into on this **1ST day of OCTOBER, 2026** (the "Effective Date"), by and between **LLANO COUNTY TEXAS**, a duly organized Texas County existing and operating under the Texas Local Government Code and the Texas Constitution, as amended (the "COUNTY"), and **THE CITY OF SUNRISE BEACH VILLAGE**, a municipal corporation situated in Llano County, Texas, ("THE CITY").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding streets, roads and drainage; and

WHEREAS, THE CITY and County desire to enter into an agreement regarding the maintenance of various streets situated in THE CITY so as to enhance and maintain an efficient and comprehensive system of local and county wide roadways; and

WHEREAS, entering in such an agreement will allow the parties to efficiently and effectively utilize their respective resources; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the COUNTY and THE CITY hereby agree as follows:

1. THE CITY will provide the County with a written request to enhance, maintain or repair streets located within the boundaries of THE CITY. The named streets shall stipulate the length and width to be repaired.
2. The County will provide a written "Estimate of Costs" for materials and a schedule of unit costs for labor and equipment in writing to perform the project as requested by THE CITY.
3. Upon approval by THE CITY and beginning on a mutually agreed start date, the County will order materials, labor and equipment necessary to complete the project. The COUNTY contribution shall not exceed \$15,000 as specified in Chapter 251.015 of the Texas Transportation Code. Payment for materials shall

be paid to Llano County Treasurer within thirty (30) days from receipt of invoice by THE CITY. The CITY has the option to order rock and oil for its own account.

4. Each party shall comply with all applicable federal, state and municipal laws and regulations.
5. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
6. This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually.
7. Nothing in this Agreement shall be construed as granting to the County any rights, jurisdiction, authority, or obligation to regulate the streets on which paving work is to be performed pursuant to this Agreement. The authority to regulate the streets subject to this Agreement shall remain with THE CITY. The County, in performing the obligations agreed to in this Agreement, shall not be deemed to undertake any duty with respect to the continued maintenance of the streets on which maintenance work is performed pursuant to the terms of this Agreement.
8. Either party may terminate the Agreement at any time, for any reason, by thirty (30) day written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default. If either party defaults in the performance of any of the terms and conditions of this Agreement, written notice of such default shall be given, and the party receiving notice shall have thirty days from the date of initial notice within which to cure such default. If the defaulting party fails to cure the default within such period of time then the non-defaulting party shall have the right without further notice to terminate this Agreement. Nothing herein shall deprive either party of any other legal remedies it may have to enforce the terms of this agreement.
9. All Notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notice or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purpose shall be as follows:

**City of Sunrise Beach
Attention: City Mayor
124 Sunrise Dr
Sunrise Beach, Texas 78643**

**Llano County
Attention: County Judge
801 Ford Street-Courthouse
Llano, Texas 78643**

MISCELLANEOUS:

Assignment. This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Llano County, Texas.

No Oral Modification. This Agreement may not be supplemented, modified or amended, except by an agreement in writing signed by THE CITY or the County.

No Oral Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Time of Essence. Time is of the essence of this Agreement.

Partial Invalidity. In any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as may be possible and be legal, valid, and enforceable.

Authorization. Each party executing this Agreement on behalf of THE CITY and the County possesses all requisite authority to execute this Agreement on such party's behalf.

Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

Executed this 14th day of September, 2026.

Mayor of Sunrise Beach, Tx

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

COUNTY OF LLANO

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**INTERLOCAL AGREEMENT
TO SUPPORT THE NEXT GENERATION 9-1-1 DATABASE PROGRAM
BETWEEN LLANO COUNTY AND CITY OF LLANO**

This Interlocal Agreement is made and entered into on this **1st Day of OCTOBER, 2026**, by and between the **City of Llano**, a Political subdivision of the State of Texas (hereinafter "City"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

Whereas, the County has entered into an Interlocal Contract for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments (CAPCOG) to support CAPCOG's desire to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the Capital Area Emergency Communications District;

Whereas, in CAPCOG's Interlocal, the County agreed to perform several duties including contracting with public entities and private interests located within Llano County in order to obtain geographic information services (GIS) data and address related data to support 9-1-1 coverage in Llano County; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so the City is authorized to provide address related data on a routine basis to the County for updating the county-wide 9-1-1 addressing database.

Now Therefore, the Parties, in consideration of the obligations described in this Agreement, do agree as follows:

Section 1. Purpose

The purpose of this Agreement is for the County to obtain address related data from the City of Llano so the County can maintain the county-wide 9-1-1 addressing database to support 9-1-1 emergency services delivery throughout Llano County.

Section 2. Agreement Term

This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

Section 3. Correspondence regarding 9-1-1 Issuances:

- 3.1 Correspondence should be sent to the following: Attention: Llano County 9-1-1 Coordinator, 100 W. Sandstone St, Ste 200A, Llano, TX 78643 or electronically to 911addressing@co.llano.tx.us . The County 9-1-1 Coordinator shall represent the interests of Llano County in resolving any and all issues that may arise under this Agreement and serve as the County's designated point of contact for Llano County.
- 3.2 Correspondence should be sent to the following: City of Llano Development Services Department, 301 W. Main St, Llano, TX 78643 or electronically to kwagner@cityofllano.org . This individual shall be the County's designated point of contact for the City.
- 3.3 Should the identity of the Llano County 9-1-1 Coordinator or City of Llano Development Services representative change, each party will identify a qualified and competent replacement and promptly notify the other party of the change. No formal amendment is otherwise required for this section.

Section 4. County Duties

- 4.1 The County agrees to update and maintain the Master Street Addressing Guide (MSAG) with the CAPCOG database provider for all identified addresses in the City of Llano.
- 4.2 The County agrees to review and approve street names and street layout as it relates to addressing submitted through preliminary subdivision review in the City that the City of Llano submits to the Llano County 9-1-1 Coordinator.
- 4.3 The County agrees to review and approve street names and street layout submitted for new site plans in the City of Llano.
- 4.4 The County agrees to review and approve names submitted for street name changes in the City of Llano.
- 4.5 The County agrees to provide MSAG records specific to the City of Llano upon written request.

Section 5. City Duties

- 5.1 The City of Llano agrees to provide all preliminary subdivisions that contain streets in review to the Llano County 9-1-1 Coordinator. Under this Agreement, Llano County 9-1-1 Coordinator will review and confirm, if acceptable, all street names that are in compliance with the Llano County 9-1-1 Addressing Court Order (Attached as **Exhibit "A"** to this Agreement and incorporated by reference) for the City prior to the City of Llano's approval within 10 business days of receipt; if not received within 10 days street names are considered approved.

- 5.2 The City of Llano agrees to provide a copy of all newly recorded and addressed subdivision plats with address prominently displayed on the plats to the 9-1-1 Coordinator within two weeks from the date of plat recordation with Llano County. The City of Llano may also provide the addresses and street centerlines in a GIS format to the Llano County 9-1-1 Coordinator.
- 5.3 The City of Llano agrees to provide the Llano County 9-1-1 Coordinator with documentation of address(s) assigned for each newly addressed property in the City of Llano within one month of the address assignment. For consistency it is recommended that the address(s) should comply with the *Capital Area Council of Governments (CAPCOG) Addressing Guidelines* attached as **Exhibit "B"** to this Agreement and incorporated by reference.
- 5.4 The City of Llano agrees to coordinate with the Llano County 9-1-1 Coordinator on all proposed City Street name changes and provide documentation of the final approved street name changes within two weeks of the street name effective date. For consistency it is recommended that the street names must follow the *Llano County 9-1-1 Addressing Court Order*.
- 5.5 The City of Llano agrees to coordinate with the Llano County 9-1-1 Coordinator on all proposed City address changes and provide documentation of the final approved address changes within two weeks of the address effective date. For consistency it is recommended that address changes comply with the *CAPCOG Addressing Guidelines* or the *Llano County 9-1-1 Addressing Court Order*.
- 5.6 The City of Llano agrees to provide notification of proposed annexations and disannexations within the City of Llano to the Llano County 9-1-1 Coordinator no later than thirty (30) days prior to the effective date of the annexation or disannexations, as applicable. The City of Llano may also provide the annexation boundaries in a GIS format. The City of Llano will provide prompt notification to the Llano County 9-1-1 Coordinator upon approval of all annexations and disannexations.
- 5.7 The City of Llano agrees to provide the 9-1-1 Coordinator with all signed ordinances and maps regarding boundary changes as described in the Local Government Code Chapter 41.

Section 6. Confidential and Proprietary Information

All material submitted to Llano County becomes public property and is subject to the Texas Public Information Act on receipt. If the City of Llano does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If the City fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 7. Designation Contract Manager

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals. Each party shall receive an original signed document.

The Agreement is effective on the last date signed by the Parties.

City of Llano
Attention: City Mayor
301 W. Main Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

City of Llano Development Services

Christy Vaught
Llano County Development Services

Exhibits:

Exhibit A- Llano County 9-1-1 Addressing Court Order:
<https://www.llanocounty.gov/page/Development.Services>

Exhibit B- Capital Area Council of Governments Addressing Guidelines:
<https://www.capcog.org/wp-content/uploads/2024/03/2011-05-02-CAPCOG-Addressing-Guidelines.pdf>

STATE OF TEXAS

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COUNTY OF LLANO

INTERLOCAL AGREEMENT - FOR DISPATCH SERVICES

This Interlocal Agreement is made and entered into on this **1st Day of OCTOBER, 2026**, by and between the **City of Llano**, a Political subdivision of the State of Texas (hereinafter "City"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A. authorizes local governments to enter into Agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding public safety; and

WHEREAS, The City and the County desire to enter into an Agreement for cooperative use of one law enforcement dispatch services between the City of Llano and Llano County, Texas; and

WHEREAS, Entering into such an Agreement will allow the parties to efficiently and effectively utilize the Llano County Sheriff's Department Dispatch Services to support the City of Llano; and

WHEREAS, The Governing bodies of each party finds that this undertaking is necessary for the benefit of the public health, safety and welfare, and that the responsibilities provided hereunder are in common interest of both parties hereto.

NOW, For and in consideration of the mutual undertakings hereafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment and training necessary to assist in the operation and maintenance of the law enforcement dispatch services in support of the City of Llano Police Department and the Llano County Sheriff's Department.
2. The City of Llano shall make an annual compensation of **\$50,000** dollars to Llano County for the operation of dispatch services. This annual payment is to be paid in quarterly installments and to be billed under separate cover.
3. The Llano County Sheriff will review the cost of this service annually and provide recommendations for cost adjustments to both parties no less than 60 days prior to the expiration of this Agreement.

4. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
5. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
6. Either the City or County may terminate the Agreement at any time, for any reason, by sixty (60) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
7. This Agreement shall be subject to termination should either party fail to perform as agreed herein and upon written notice of such default, fail to cure the default.
8. To the extent permitted by applicable law, each Party shall indemnify and hold the other Party harmless for all damages and liability to any person or property resulting from the actions of the Party or any of its employees.
9. This agreement may be amended in writing by the Parties hereto at any time.
10. All notices shall be in writing and delivered to the parties at the addresses listed below, either in person or by U.S. Mail.

City of Llano
Attention: City Mayor
301 W. Main Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

11. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

Chief
Llano Police Department

Marquis Cantu ^{14th} 9-16-2026
Marquis Cantu, Llano County Sheriff
Llano County, Texas

STATE OF TEXAS

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COUNTY OF LLANO

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**INTERLOCAL AGREEMENT
EXTRATERRITORIAL JURISDICTION (ETJ) PLATTING**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and House Bill 1445 ("H.B.1445"), enacted by the Texas Legislature during its 7th Legislative Session, by and between the **City of Llano, Texas** ("City"), a political subdivision of the State of Texas, and of the **County of Llano, Texas** ("County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and understand as follows:

1. **City Granted Exclusive Jurisdiction.** City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ.
2. **ETJ Expansion or Reduction.** Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under

Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

3. *Miscellaneous.*

- a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Llano County, Texas.
- d. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised apart hereof; and the remaining provisions shall continue in full force and effect.
- e. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by thud parties.
- f. This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the Agreement at any time, for any reason, **by thirty (30) days written notice** advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
- g. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

City of Llano Development Services

Christy Vaught
Llano County Development Services

STATE OF TEXAS

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COUNTY OF LLANO

**INTERLOCAL AGREEMENT
FOR LLANO COUNTY GAME ROOM REGULATIONS PERMITTING AND ENFORCEMENT
WITHIN CITY LIMITS**

This Interlocal Agreement ("Agreement") is made and entered into on this **1st day of October, 2026** by and between the **City of Llano, Texas**, a political subdivision of the State of Texas located in Llano County, Texas (hereinafter "City") and Llano County, a political subdivision of the State of Texas (hereinafter "County"). This Agreement is made in accordance with the Interlocal Cooperation Act, Texas Government Code Ann. Chapter 791.

WHEREAS, the Llano County Commissioners Court, through authority granted to it pursuant to Section 234.133 of the Texas Local Government Code to promote the public health, safety, and welfare, has adopted regulations relating to the operation of game rooms; and

WHEREAS, the Interlocal Cooperation Act provides authorization for local government to contract with one another and with agencies of the state to perform governmental functions and services under the terms of the Act; and

WHEREAS, both the County and the City are willing to provide such services as necessary for the uniform enforcement of the County's game room regulations within the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements state herein, the parties agree as follows:

1. The parties hereby agree that the County shall regulate any and all game rooms located in the City in accordance with the game room regulations adopted by the County pursuant to Section 234.133 of the Texas Local Government Code."
2. This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually.
3. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth with in the Llano County Game Room Regulations and this Agreement shall not create any rights in any third parties not signatories hereto.
4. Either the City or County may terminate the Agreement at any time, for any reason, **by thirty (30) days written notice** advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
5. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

City of Llano
Attention: City Mayor
301 W. Main Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street-Courthouse
Llano, Texas 78643

6. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia, McClintock, Llano County Clerk

Terms Approved:

Game Room Permit Administrator

STATE OF TEXAS

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COUNTY OF LLANO

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INTERLOCAL AGREEMENT – JAIL SERVICES

This Interlocal Agreement is made and entered into on this **1ST day of OCTOBER, 2026**, by and between Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County"), and the **City of Llano**, Llano County, Texas, a political subdivision of the State of Texas (hereinafter "City").

WHEREAS, Chapter 791 of the Texas State Government Code, V.T.C.A., authorizes local governments to enter in to agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, governmental functions and services include all or in part of a function or service regarding public health and welfare; and

WHEREAS, the City and the County desire to enter into an agreement for Jail Services for the City of Llano, Llano County, Texas, and Llano Police Department; and

WHEREAS entering into such an agreement will serve to protect the public by providing Jail Services to the City of Llano, and Llano Police Department; and

WHEREAS, the governing bodies of each party finds that this undertaking is necessary for the benefit of public health and welfare and that the responsibility provided hereunder are in the common interest of both parties; Now,

For and in consideration of the mutual undertakings hereinafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment and training necessary to operate facilities for housing of prisoners in the custody of the City of Llano Police Department,
2. The Sheriff of Llano County will have the right to determine the procedures and paperwork necessary to book a prisoner and the Sheriff will assume responsibility for State required paperwork, and the actual day to day policy and procedures will be agreed upon by the Sheriff or his designee and the Chief of Police or his designee,
3. The City of Llano shall pay **\$125.00** per day per prisoner, under the following conditions:
 - a. Charges will be made for all Class C misdemeanors booked by the Llano Police Department;
 - b. Prisoners booked in after 6:00 p.m. and magistrate the next day will be charged as one day;
 - c. Prisoners brought in before 6:00 p.m. and magistrate the next day will be charged as two days;

- d. In the event the prisoner is sentenced to jail time or to lay out the fine, charges will be based on each day in jail;
4. The City of Llano shall make payments to Llano County from current available revenues,
 5. Llano County Sheriff will review the cost of this service on an annual basis. Recommendations for cost adjustments will be made to both parties no less than 60 days prior to the expiration of the annual agreement.
 6. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
 7. By entering in to this Agreement, the parties do not create any obligations, expressed or implied other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
 8. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
 9. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

City of Llano
Attention: City Mayor
301 West Main
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

10. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

EXECUTED this 14 day of September, 2026.

CITY OF LLANO

LLANO COUNTY, TX

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City of Llano Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

Chief of Police
Llano Police Department

Marquis Cantu ^{14th}
Marquis Cantu, Llano County Sheriff

STATE OF TEXAS
COUNTY OF LLANO

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**INTERLOCAL CONTRACT
MAGISTRATE SERVICES
BETWEEN LLANO COUNTY AND THE CITY OF LLANO**

This Interlocal Contract for Magistrate Services (the "Agreement"), as provided by the Interlocal Cooperation Act, Texas Government Code Sec. 791.001, et seq., is made and entered into by and between the **City of Llano** (the CITY) and the County of Llano (the COUNTY).

WHEREAS, the CITY is a Type A General-Law municipality incorporated pursuant to the Statutes of the State of Texas; and

WHEREAS, the COUNTY is a Texas county that encompasses the CITY; and

WHEREAS, the CITY is authorized to provide and desires to provide its residents with efficient and effective governmental services; and

WHEREAS, the COUNTY is authorized to provide and desires to provide its residents with efficient and effective governmental services; and

WHEREAS, magistrate services are part of governmental services; and

WHEREAS, the CITY and COUNTY wish to assist one another with efforts to provide their residents with efficient and effective magistrate services.

NOW, THEREFORE, the CITY and COUNTY hereby agree as follows:

1. PURPOSE

The purpose of this Interlocal Contract is to allow the City of Llano and County of Llano to assist one another with the governmental function of magistrate services.

2. CITY DUTIES & RIGHTS

A. The CITY municipal court judge shall provide magistrate services to the COUNTY when a COUNTY Justice of the Peace is not able to provide said services to the COUNTY.

B. The CITY shall assist the COUNTY with magistrate services as follows:

(1) Respond promptly to COUNTY written or oral requests for magistrate

services;

- (2) Provide a municipal court judge, if available, to fulfill COUNTY requests for magistrate services; and
- (3) Provide the municipal court judge with administrative assistance as needed to fulfill COUNTY requests for magistrate services.

C. The CITY shall request COUNTY magistrate services as follows:

- (1) The CITY shall request COUNTY magistrate services only when the CITY municipal court judge is not available to provide magistrate services upon the need arising; and
- (2) The CITY shall request COUNTY magistrate services for a specific date, time, and location.

D. All existing CITY ordinances and any future ordinances, which are enacted by the CITY and which require enforcement, are hereby incorporated by reference.

E. In providing the required services, the CITY will furnish and utilize the equipment and personnel routinely assigned to service the CITY.

F. The CITY personnel who provide services pursuant to this Agreement are employees of the CITY and the CITY shall maintain supervisory control and command over such employees.

3. COUNTY DUTIES & RIGHTS

A. A COUNTY Justice of the Peace shall provide magistrate services for the CITY when the CITY municipal court judge is not able to provide said services for the CITY.

B. The COUNTY shall assist the CITY with magistrate services as follows:

- (1) Respond promptly to CITY written or oral requests for magistrate services;
- (2) Provide a justice of the peace, if available, to fulfill CITY requests for magistrate services; and
- (3) Provide the justice of the peace with administrative assistance as needed to fulfill CITY requests for magistrate services;

C. The COUNTY shall request CITY magistrate services as follows:

- (1) The COUNTY shall request CITY magistrate services only when the COUNTY justice of the peace is not available to provide magistrate services upon the need arising;
- (2) The **COUNTY** shall request CITY magistrate services for a specific date, time, and location.

- D. All existing COUNTY orders and any future orders, which are enacted by the COUNTY and which require enforcement, are hereby incorporated by reference.
- E. In providing the required services, the COUNTY will furnish and utilize the equipment and personnel routinely assigned to service the COUNTY.
- F. The COUNTY personnel who provide services pursuant to this Agreement are employees of the COUNTY and the COUNTY shall maintain supervisory control and command over such employees.

4. CONTRACT ADMINISTRATION AND TERM

- A. **City of Llano Mayor** (or the Mayor's designated representative) shall be responsible for administering this Agreement for the CITY.
- B. **County Judge** (or his or her designated representative) shall be responsible for administering this Agreement for the COUNTY.
- C. **Term** This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

5. MISCELLANEOUS

- A. Each party shall approve participation in this Agreement by the appropriate governmental body.
- B. The COUNTY shall pay for services rendered by the COUNTY from current revenue funds available to the COUNTY.
- C. The CITY shall pay for services rendered by the CITY from current revenue funds available to the CITY.
- D. The annual renewal and, if necessary, renegotiation of this Agreement shall be contingent upon the availability of current revenue funds.
- E. This Agreement may be terminated or renegotiated in the event of changed state law that affects the parties' performance under this Agreement.
- F. Unless otherwise provided herein, all notices under this agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

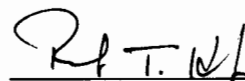
Mayor of the City of Llano
301 W Main
Llano, TX 78643

Llano County Judge
801 Ford Street, Room 101
Llano, TX 78643

- G. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- H. The waiver by any party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.
- I. This is the entire agreement between the CITY and COUNTY. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY AND COUNTY.
- J. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 17 day of September, 2026.

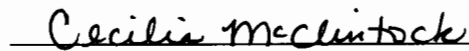
City of Llano Mayor



Rob T. Hardy, County Judge
Llano County, Texas

ATTEST:

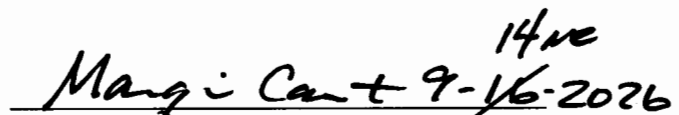
City Secretary



Cecilia, McClintock, County Clerk
Llano County, Texas

TERMS APPROVED:

Chief
Llano Police Department



Marquis Cantu, County Sheriff
Llano County, Texas

STATE OF TEXAS

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COUNTY OF LLANO

INTERLOCAL AGREEMENT – ON-SITE SEWAGE FACILITIES (OSSF)

This Interlocal Agreement is made and entered into this **1st day of OCTOBER, 2026**, by and between the **City of Llano**, Texas, a Type A general-law municipal corporation situated in Llano County, Texas (hereinafter "City"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, governmental functions and services include all or part of a function or service regarding on-site sewage facilities; and

WHEREAS, the City and County desire to enter into an agreement regarding the permitting and inspection of on-site sewage facilities located within the limits of the City, and

WHEREAS, entering into such an agreement will allow the parties to efficiently and effectively utilize their respective resources, and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto, Now,

For and in consideration of the mutual undertakings hereinafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County, as authorized agent for the Texas Commission for Environmental Quality will permit and inspect all on-site sewage facilities constructed within the limits of the City.
2. The County will collect and retain any and all fees associated with the permitting and inspection of the on-site sewage facilities.
3. The County will inspect the facilities in accordance with the standards set forth by the Texas Commission for Environmental Quality.
4. The County will make all records associated with permits issued available to the City.
5. This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually.
6. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in any third parties not signatories hereto.

7. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
8. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

City of Llano
Attention: City Mayor
301 W. Main Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

9. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

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COUNTY OF LLANO

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INTERLOCAL AGREEMENT – PAUPER BURIALS

This Interlocal Agreement is made and entered into on this **1ST day of OCTOBER 2026**, by and between the **City of Llano**, Texas, a Type A general-law municipal corporation situated in Llano County, Texas (hereinafter "City"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

WHEREAS, Chapter 791 of the Texas Government Code, V. T. C. A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, governmental functions and services include all or part of a function or service regarding deceased pauper disposition under the Health & Safety Code, Chapter 694; and

WHEREAS, the City and County desire to enter into an agreement regarding disposition of a deceased pauper in the Llano City Cemetery; and

WHEREAS, entering into such an agreement will allow the parties to utilize their respective resources efficiently and effectively; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto, Now,
For and in consideration of the mutual undertakings hereafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

The City will provide burial plats at the Llano City Cemetery for those citizens of Llano County who have been determined to be of pauper status by the County;

The County will pay for the opening/closing of the pauper gravesite, the sum of **\$100.00** to the City of Llano when a pauper burial has been authorized by the County Judge.

This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.

Invoices shall be in writing and delivered to the County at the address listed below either in person or by mail.

**Llano County Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643**

Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

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COUNTY OF LLANO

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INTERLOCAL AGREEMENT - RADIO SERVICES

This Interlocal Agreement is made and entered into on this **1st day of October, 2026**, by and between the **City of Llano**, a political subdivision of the State of Texas (hereinafter "City"), and the Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, governmental functions and services include all or part of a function or service regarding public safety;

WHEREAS, the City and the County desire to enter into an Agreement for cooperative use of one law enforcement radio system between the City of Llano and Llano County, Texas, and

WHEREAS, entering into such an Agreement will allow the parties to efficiently and effectively utilize the Llano County Sheriff's Department radio system to support the City of Llano, and

WHEREAS, the governing bodies of each party finds that this undertaking is necessary for the benefit of the public health, safety and welfare and that the responsibilities provided hereunder are in common interest of both parties hereto. Now,

For and in consideration of the mutual undertakings hereafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment, and training necessary to assist in the operation and maintenance of the law enforcement radio system in support of the City of Llano Police Department and the Llano County Sheriff's Department.
2. The City of Llano shall make an annual payment in the amount of **\$5,700.00** dollars (**\$25.00** per subscriber unit per month-19 radios) to Llano County for the operation of the radio system. This annual payment is in addition to the payments made by the City to the County for Dispatch Services.
3. The Llano County Sheriff will review the cost of this service annually and provide recommendations for cost adjustments to both parties no less than 60 days prior to the expiration of this Agreement.
4. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.

5. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
6. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement.
7. This Agreement shall be subject to termination should either party fail to perform as agreed herein and upon written notice of such default, fail to cure the default.
8. To the extent permitted by applicable law, Party shall indemnify and hold the other Party harmless for all damages and liability to any person or property resulting from the actions of the Party or any of its employees.
9. This agreement may be amended in writing by the Parties hereto at any time.
10. All notices shall be in writing and delivered to the parties at the addresses listed below, either in person or by U.S. Mail.

City of Llano
Attention: City Mayor
301 W. Main Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

11. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

City of Llano Mayor

ATTEST:

City Secretary

Rob T. Hardy
Rob T. Hardy, Llano County Judge

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

Chief
Llano Police Department

Marquis Cantu ^{14th} 9-16-2026
Marquis Cantu, Llano County Sheriff

STATE OF TEXAS

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COUNTY OF LLANO

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AGREEMENT - RECLAIMED WATER USE

This reclaimed water use agreement is entered between the **City of Llano** (City) and Llano County Road and Bridge (User) for the use of Type II treated effluent (reclaimed water) from the City's wastewater treatment plant for the purpose of:

Dust control and material compositions (Purpose of use)

The reclaimed water will be used at the following locations within the reclaimed wastewater effluent service area approved by the Texas Commission on Environmental Quality (TCEQ):

Llano County (use location)

Both parties agree with the following general terms and conditions of the reclaimed water use:

Quantity: 10,000 gallons a day

Delivery Point: Wastewater Treatment Plant Site

Transport: 2,000 Gallon tanker trailer

Duration: 1 year from date of approval

I. GENERAL REQUIREMENTS

- A. This agreement is not transferable without written consent from the City and notifying TCEQ.
- B. Reuse of untreated water is prohibited.
- C. Food, crops, or landscape irrigation is not acceptable.
- D. There must be no nuisance conditions resulting from the delivery, transport, use of reclaimed water.
- E. Reclaimed water must not be used in a way that degrades groundwater quality to a degree adversely affecting its actual or potential uses.
- F. Reclaimed water storage on-site or off-site is not permitted.
- G. If an overflow of reclaimed water occurs causing discharge to adjacent properties, the User shall report the incident within five (5) working days after the awareness of the overflow in a written submission with pertinent information to the City. The submission shall contain:
 - 1. a description of the noncompliance and its causes;
 - 2. the potential danger to human health, safety, or the environment;
 - 3. the period of noncompliance, including exact dates and times;
 - 4. if the noncompliance has not been corrected, the anticipated time it is expected to continue; and,
 - 5. steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance and to mitigate its adverse effects.
- H. There shall be no off-site discharge, either airborne or surface runoff, of reclaimed water from the User's property.
- I. All reclaimed water piping shall be separated from potable water piping when

trenched by a distance of at least nine feet. All buried pipes must be manufactured in purple, painted purple, taped with purple metallic tape, or bagged in purple. All exposed piping, hose bibs, and faucets must be painted purple, designed to prevent connection to a standard water hose, and stenciled with a warning reading "NON-POTABLE WATER."

- J. One of the following requirements must be met by the User, for any area where reclaimed water is stored or where there are hose bibs or faucets:
 - 1. signs having a minimum size of eight inches by eight inches must be posted at all areas and on all hose bibs and faucets reading, in both English and Spanish, "Reclaimed Water, Do not Drink" or similar warning.
 - 2. the area must be secured to prevent access by the public.

II. QUALITY STANDARD & SAMPLING FOR RECLAIMED WATER

- A. The City establishes that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in the Reuse Authorization (No. R10209-001) by TCEQ.
- B. The City and User acknowledge that Type II Reclaimed water is for situations where the public will not be exposed to the reclaimed water.
- C. At a minimum, the City shall transfer only reclaimed water with the following quality on a 30-day average:
 - 1. BODs of 20mg/l
 - 2. Fecal Coliform or E. Coli. of 200/100ml for 30-day geometric mean
 - 3. Fecal Coliform or E. Coli. of 800/100ml for maximum single grab sample
- D. The City shall sample the reclaimed water prior to the User that received the reclaimed water to assure that the water quality meets the standard for contracted use.
- E. The minimum sampling and analysis frequency for Type II reclaimed water is once per week when reclaimed water is being produced. The monitoring shall be done after the final treatment unit.
- F. The City shall keep the record of the monitoring on a monthly basis and be available at the treatment plant site for inspection by a representative of TCEQ for at least five years.

III. RECORD KEEPING & REPORTING

- A. The City and User shall maintain records on site for a period of at least five years.
- B. The City shall maintain the following records:
 - 1. copies of notification made to TCEQ concerning reclaimed water projects;
 - 2. copies of contracts with User;
 - 3. records of the volume of reclaimed water delivered/received by User per delivery/transfer;
 - 4. reclaimed water quality analysis.
- C. The City shall report to TCEQ on a monthly basis the following information on forms furnished by TCEQ before the 20th day of the month following the reporting period:
 - 1. volume of reclaimed water delivered to the User;
 - quality of reclaimed water delivered to the User reported per TCEQ requirements.

IV. TRANSFER OF RECALIMED WATER

- A. Reclaimed water will be transferred from the City to the User on a demand only basis. The City may refuse delivery of reclaimed water at any time.
- B. The transfer of reclaimed water will be terminated immediately if the City becomes aware of the misuse of the reclaimed water by the User, regardless of contract provisions.

V. RESPONSIBILITIES & CONTRACTS

- A. The City shall not be liable for misapplication of reclaimed water by the User.
- B. The User shall use the reclaimed water in accordance with this agreement; maintain and provide records as required.
- C. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
- D. Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.**

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

Kody Wagner
Kody Wagner, Llano County
Road & Bridge Superintendent

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

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COUNTY OF LLANO

**INTERLOCAL AGREEMENT
PROVISION OF STREET PAVING AND IMPROVEMENTS**

This INTERLOCAL AGREEMENT FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS (the "Agreement") is made and entered into on this **1st day of October, 2026**, (the "Effective Date"), by and between LLANO COUNTY TEXAS, a duly organized Texas County existing and operating under the Texas Local Government Code and the Texas Constitution, as amended (the "COUNTY"), and **THE CITY OF LLANO**, a municipal corporation situated in Llano County, Texas, ("THE CITY ").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, governmental functions and services include all or part of a function or service regarding streets, roads and drainage; and

WHEREAS, THE CITY and County desire to enter into an agreement regarding the maintenance of various streets situated in THE CITY so as to enhance and maintain an efficient and comprehensive system of local and county wide roadways; and

WHEREAS, entering in such an agreement will allow the parties to utilize their respective resources efficiently and effectively; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the COUNTY and THE CITY hereby agree as follows:

1. THE CITY will provide the County with a written request to enhance, maintain or repair streets located within the boundaries of THE CITY. The named streets shall stipulate the length and width to be repaired.
2. The County will provide a written "Estimate of Costs" for materials and a schedule of unit costs for labor and equipment in writing to perform the project as requested by THE CITY.

3. Upon approval by THE CITY and a mutually agreed start date, the County will order materials, labor, and equipment necessary to complete the project. The COUNTY contribution shall not exceed **\$15,000** as specified in Chapter 251.015 of the Texas Transportation Code.
4. Payment for materials shall be paid to the Llano County Treasurer within thirty (30) days from receipt of invoice by THE CITY. The CITY has the option to order rock and oil for its own account.
5. Each party shall comply with all applicable federal, state, and municipal laws and regulations.
6. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
7. This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually.
8. Nothing in this Agreement shall be construed as granting to the County any rights, jurisdiction, authority, or obligation to regulate the streets on which paving work is to be performed pursuant to this Agreement. The authority to regulate the streets subject to this Agreement shall remain with THE CITY. The County, in performing the obligations agreed to in this Agreement, shall not be deemed to undertake any duty with respect to the continued maintenance of the streets on which maintenance work is performed pursuant to the terms of this Agreement.
9. Either party may terminate the Agreement at any time, for any reason, by thirty (30) day written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default. If either party defaults in the performance of any of the terms and conditions of this Agreement, written notice of such default shall be given, and the party receiving notice shall have thirty days from the date of initial notice within which to cure such default. If the defaulting party fails to cure the default within such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement. Nothing herein shall deprive either party of any other legal remedies it may have to enforce the terms of this agreement.
10. All Notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notice or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purpose shall be as follows:

City of Llano
Attention: City Mayor
301 W. Main Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

MISCELLANEOUS:

Assignment. This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Llano County, Texas.

No Oral Modification. This Agreement may not be supplemented, modified, or amended, except by an agreement in writing signed by THE CITY or the County.

No Oral Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Time of Essence. Time is of the essence of this Agreement.

Partial Invalidity. In any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as may be possible and be legal, valid, and enforceable.

Authorization. Each party executing this Agreement on behalf of THE CITY and the County possesses all requisite authority to execute this Agreement on such party's behalf.

Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

§
§
§

COUNTY OF LLANO

INTERLOCAL AGREEMENT – POLE ATTACHMENT

This Agreement (this "Agreement") is made and entered into this **1st day of OCTOBER, 2026**, (the "Effective Date"), by and between the **City of Llano**, Texas, a Texas municipal corporation, hereinafter referred to as "Licensor", and the County of Llano, a political subdivision of the State of Texas, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee contracts to provide dispatch, radio, and related services to the City of Llano; and

WHEREAS, Licensee wishes to place and maintain aerial cables, equipment, and facilities on poles owned or controlled by Licensor within the City of Llano from the Llano County Courthouse and/or Llano District Clerk's Office Northward to the Llano County Law enforcement Center; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said attachments on Licensor's poles where reasonably available and where, in Licensor's reasonable judgment, such use will not materially interfere with Licensor's service requirements or the service requirements of others who are authorized to use the poles, including considerations of economy and safety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties intending to be legally bound do hereby mutually covenant and agree as follows:

I. RIGHT TO ATTACH

- (a) "Attachment" shall be defined as all affixations of Licensee's cables, strands, wires, and associated apparatus to Licensor's poles which are located within the one (1) foot of usable space designated for Licensee's use.
- (b) Subject to the provisions of this Agreement, Licensor issues to Licensee a revocable, nonexclusive license authorizing the attachment of Attachments currently used in connection with Licensee's dispatch and radio communications services to Licensor's poles within the City of Llano, Texas.
- (c) Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as Licensor, in its reasonable judgment, deems appropriate. Licensor shall not be liable to Licensee for any interruption of service of Licensee, or for any interference with the operation of, or damage to, the Attachments of Licensee, arising in any manner, except to the extent caused by Licensor's gross negligence or willful misconduct.

II. APPLICATION FOR ATTACHMENT

Before Licensee shall have a right to attach additional Attachments to any pole of Licensors, regardless of whether the Licensee already has Attachments on said pole, Licensee must submit to Licensors a written application and receive a revocable, nonexclusive license therefor in the form of **Exhibit A**, attached here to and made a part hereof. Licensee's application must specify the number and location of the pole or poles involved and the effective date of attachment. Licensee shall have no right to attach Attachments to any additional pole, or to attach additional Attachments to a pole on which the Licensee is currently authorized to attach Attachments, until a specific license in the form attached as **Exhibit B** attached hereto is issued thereto. Notwithstanding the provisions of this Article II, Licensee shall not be required to submit applications for over lash or service drops; provided that Licensee shall notify Licensors on a quarterly basis, in arrears, of all such attachments.

III. LICENSEE AUTHORIZATION

- (a) Prior to the issuance of any license, Licensee shall secure any necessary permits and consents from federal, state, county, municipal and other local authorities, and from private property owners to construct, maintain and operate facilities at the locations of poles of Licensors which it proposes to use.
- (b) Licensee, shall at all times, observe and comply with all applicable laws, ordinances, statutes, rules or regulations where a failure to comply would have a material adverse effect on the rights and obligations of Licensee under this Agreement, so long as such laws, ordinances or regulations remain in effect.

IV. PREPARATION OF POLES FOR ATTACHMENT

- (a) When an application for a license is submitted by Licensee, Licensors will determine if the poles involved in Licensee's application are available for the proposed Attachments. Licensee will, on request, furnish to Licensors the information necessary to make the determination.
- (b) Licensors reserves the right to refuse to issue a license to attach Attachments to its poles when Licensors determines, in its reasonable judgment, either that all available space on such pole is required by Licensors for its current core business needs or that such space is currently occupied by other authorized users and that the pole cannot reasonably be rearranged, modified or replaced to accommodate Licensee.
- (c) Not later than 45 days after Licensee's application is received by Licensors, Licensors shall respond to Licensee's application. In the event Licensors, in its reasonable judgment, determines that any pole of Licensors _upon which Licensee desires to place Attachments needs to be replaced or that the existing facilities thereon need to be rearranged or modified to support or accommodate the Attachments of Licensee, Licensors shall notify Licensee in writing of changes necessary and the estimated cost and time frame for completion. Any application not rejected within 45 days, shall be deemed accepted.

- (d) Licensee shall have thirty (30) days from the date of written notice to provide written authorization for required make-ready work, at the estimated actual and reasonable costs for such work, in the manner indicated on the application and license attached.
- (e) Upon receipt of Licensee's written authorization and advance payment to cover the estimated cost to be incurred by Licensor to complete the required make-ready work, Licensor shall proceed to perform all make-ready work, subject to the availability of the necessary material, equipment, and labor so as not to interfere with the service requirements of Licensor or of other authorized users.
- (f) Upon completion of the make-ready work as to any pole or poles, or in the instance that make ready work is unnecessary, Licensor shall issue licenses with respect to such poles by returning a copy of the application suitably endorsed to indicate the poles for which licenses are issued.
- (g) Where the advance payment made by Licensee to Licensor for make-ready work is less than the actual and reasonable cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- (h) Where the advance payment made by Licensee to Licensor for make-ready work exceeds the actual and reasonable cost to Licensor for such work, Licensor shall refund the difference to Licensee.

V. FEES AND CHARGES

In accordance with Chapter 791 of the Texas Government Code, V.T.C.A., authorizing local governments to enter into contracts with one another to perform governmental functions and services, and due to the existence of an interlocal cooperation contract between Licensor and Licensee which contains authorization for the requested party to waive any fees or charges, and further in partial consideration of the dispatch, radio and related services provided by Licensee to Licensor, Licensor hereby waives any fees or charges for this pole attachment agreement with the exception of charges expressly provided for herein.

VI. INSTALLATION AND MAINTENANCE OF ATTACHMENTS

- (a) Licensee shall, at its own expense, place and maintain its Attachments on Licensor's poles in a safe condition, in thorough repair, consistent with the National Electrical Code and the National Electrical Safety Code, or any amendments thereto or replacements thereof and shall not materially interfere with the working use of facilities thereon or which were placed thereon prior to Licensee's Attachment. Licensee shall tag or otherwise mark all new Attachments such that they can be clearly identified upon visual inspection.
- (b) The placement of Licensee's Attachments may be performed by Licensee or by a qualified contractor in a manner so as to ensure the safety, security and appropriate operation of Licensor's facilities.

- (c) Licensee shall place and maintain its Attachments in accordance with the requirements and specifications of the National Electrical Code and the National Electrical Safety Code, or any amendments thereto or replacements thereof, the reasonable safety requirements of Licensor, and in compliance with any rules or orders in effect or hereafter issued by any federal or state commission or any other public authority having jurisdiction. The licensor shall not be considered responsible in any way for the adequacy or inadequacy of Licensee's safety precautions.

VII. INSPECTION OF LICENSEE'S INSTALLATIONS

Licensor reserves the right to inspect each installation of Licensee's Attachments on Licensor's poles (with all fees for such inspections of new installation to be included in any make-ready fees), and at Licensor's sole cost and expense to make periodic inspections of any of Licensee's Attachments. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

VIII. REARRANGEMENTS, RELOCATION AND TRANSFER OF ATTACHMENTS

- (a) Within thirty (30) days after written notice from Licensor, Licensee shall, at Licensee's expense, rearrange its Attachments placed on Licensor's poles, transfer its Attachments to substituted poles, or perform any other work in connection with its Attachments that may be reasonably required by Licensor. If such changes are requested for the benefit of another attacher, such attacher, whichever the case may be, shall be responsible for all of Licensee's costs and expenses to rearrange, relocate and/or transfer its Attachments.
- (b) In cases of emergency, or where Licensee has failed to relocate or transfer its Attachments within the thirty (30) daytime period described in Section VIII (a) above, Licensor may rearrange Licensee's Attachments, transfer such Attachments to substituted poles or perform any other work in connection with said Attachments that may be required without liability therefore, excluding Licensor's gross negligence or willful misconduct. Licensee shall pay Licensor's actual reasonable expenses for such relocations.
- (c) When Licensee requests pole replacement for its own attachment needs, on reasonable written request, Licensor will replace pole at the expense of the Licensee based on the Licensor's actual and reasonable cost associated with the replacement. Licensee will reimburse Licensor within thirty (30) days of being billed for the expense. In the event Licensee requests pole replacement due to aged poles or unsafe pole conditions, all costs and expenses associated with such pole replacement will be borne by Licensor.

IX. DAMAGE TO FACILITIES ON POLE

Licensee hereby assumes all responsibility for any and all damage caused by Licensee or Licensee's Attachments to the cables, equipment and facilities of Licensor or of others authorized to use Licensor's poles and agrees to reimburse the respective owners for

any expenses incurred in making repairs. Licensee shall make an immediate report to Licensor of the occurrence of any such damage.

X. LIABILITY AND INSURANCE

- (a) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles covered by this Agreement.
- (b) EXCEPT TO THE EXTENT CAUSED BY LICENSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, LICENSEE SHALL, TO THE EXTENT PERMITTED BY LAW INDEMNIFY, PROTECT AND HOLD HARMLESS LICENSOR FROM AND AGAINST ANY AND ALL CLAIMS DEMANDS AND DAMAGES TO PROPERTY AND INJURY TO OR DEATH OF PERSONS, INCLUDING PAYMENTS MADE UNDER ANY WORKMEN'S COMPENSATION LAW OR UNDER ANY PLAN FOR EMPLOYEES' DISABILITY AND DEATH BENEFITS, WHICH MAY ARISE OUT OF OR BE CAUSED BY: (I) THE ERECTION, MAINTENANCE, PRESENCE, USE OR REMOVAL OF LICENSEE'S ATTACHMENTS; (II) BY THE PROXIMITY OF THE ATTACHMENTS OF LICENSEE TO THOSE OF LICENSOR OR ITS OTHER LICENSEES; (III) BY ANY ACT OF LICENSEE ON OR IN THE VICINITY OF LICENSOR'S POLES; OR (IV) LICENSEE'S BREACH OF ANY PART OF THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSON(S) RESULTS FROM LICENSEE'S NEGLIGENCE.
- (c) Licensee shall promptly notify Licensor of all claims relating to damage to property or injury to or death of persons in the course of work being performed under the provisions of this Agreement and shall include all pertinent data in such notification.
- (d) Licensee shall carry insurance to protect the parties hereto as named insured from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of any loss, injury or damage described above. The amounts of such insurance against liability due to damage to property shall be no less than \$1,000,000.00 as to anyone (1) accident, and against liability due to injury to, or death of persons no less than \$1,000,000.00 as to anyone (1) person. Licensee shall also carry such insurance as will protect it from all-claims under any Workmen's Compensation Laws in effect that may be applicable to it All insurance required shall remain in force during the term of this Agreement, as may be extended. Prior to the Effective Date of this Agreement, Licensee shall submit to Licensor certificates by each company insuring Licensee to the effect that it has insured Licensee for liability of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.

XI. TERM OF AGREEMENT

This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the

Agreement at any time, for any reason, **by thirty (30) days written notice** advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

XII. REMOVAL OF LICENSEE FACILITIES

- (a) Licensee may at any time remove its Attachments from any pole of Licensor but shall promptly give Licensor written notice of such removal and surrender of License.
- (b) If Licensor at any time determines to abandon a pole, it shall give Licensee written notice at least thirty (30) days prior to the date on which it intends to abandon such pole.

XIII. DEFAULT

- (a) If Licensee fails to comply with any of the material terms or conditions of this Agreement or defaults in any of its material obligations under this Agreement and fails within thirty (30) days after written notice from Licensor to correct such default or noncompliance, or such longer period of time not to exceed ninety (90) days as Licensor may determine, Licensor may, at its option, declare Licensee in default and terminate this Agreement and all licenses issued hereunder, or the licenses covering the poles as to which such default or noncompliance shall have occurred. If the Licensor, after good faith negotiations with Licensee, determines that such default or noncompliance is incapable of being cured within thirty (30) days, Licensee must commence curing such default or noncompliance within such thirty (30) day period. In any event, the instance of default or noncompliance must be cured within ninety (90) days.
- (b) Notwithstanding paragraph (a), Licensor may immediately terminate this entire Agreement or individual licenses issued hereunder without prior notice to Licensee in the following circumstances:
 - (i) Licensee's Attachments are maintained or used by Licensee in violation of any law or in aid of any unlawful act or undertaking; or
 - (ii) a permit or other authorization required by federal, state, county, municipal or other local authorities, or private property owners for the operation or maintenance of Licensee's Attachments on Licensor's poles is revoked, denied, or not issued before the date when possession of such permit or authorization becomes a condition of continued operations.
- (c) If Licensor terminates this Agreement or individual licenses issued hereunder Licensor must give written notice to Licensee of such termination. Upon such notice, Licensee must begin to remove its attachments promptly from the affected pole(s) at Licensee's expense. If not so removed in a reasonable time period, Licensor shall have the right to remove all attachments of Licensee at Licensee's expense and without any liability therefore. The licensee shall pay Licensor for its actual, reasonable cost of removal plus ten percent (10%).

XIV. MISCELLANEOUS PROVISIONS

- (a) **No Property Rights.** No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere revocable license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place, or maintain any facilities not needed for its own service requirements.
- (b) **Non-assignability.** Licensee shall not assign or transfer the privileges contained in this Agreement without the prior written consent of Licensor.
- (c) **Successors and Assigns.** Subject to the above paragraph (b), this Agreement shall extend to and bind the successors and assigns of the parties hereto.
- (d) **Non-waiver.** Failure to enforce or insist upon strict compliance with any of the terms or conditions of this Agreement or failure to give notice to declare this Agreement or any licenses issued hereunder terminated shall not constitute a general waiver or relinquishment of any terms or conditions of this Agreement, but the same shall be and always remain in full force and effect.
- (e) **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion, and such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- (f) **Notices.** All notices and applications shall be sent in writing by certified or registered US mail and shall be sufficiently given and addressed as follows:

**City of Llano
Attention: City Mayor
301 W. Main Street
Llano, Texas 78643**

**Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643**

- (g) ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement through their duly authorized representatives on the date first above written.

Executed this 14 day of September, 2026.

City of Llano Mayor

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

EXHIBIT A
APPLICATION
CITY OF LLANO

Date:

Manager
City of Llano
Electric Department
301 West Main Street
Llano, Texas 78643

In accordance with the terms and conditions of the Agreement dated this 14 day of
September, 2026, this application is hereby made for license to make attachments to the
following poles:

Pole No.	Pole Location	Date of Attachment
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Llano County, Llano, Texas

By: Rob T. Hardy
Printed Name: Rob T. Hardy
Title: County Judge

**EXHIBIT B
LICENSE
CITY OF LLANO**

License Number: _____

A revocable, nonexclusive license is hereby issued to make the Attachments described in this application.

Description

Estimated Make-Ready Cost (if applicable)

License granted on this ____ day of _____, 20__, subject to Licensee's approval of the changes and rearrangements described above at an estimated cost to Licensee of \$_____ payable in advance to City of Llano.

By: _____

Printed Name: _____

Title: _____

The above description and estimated costs of make-ready work is approved, and advance payment is enclosed.

By: Rd T. Ny

Printed Name: Rob T. Hardy

Title: County Judge

Llano County, Llano, Texas

INTERLOCAL AGREEMENT TOWER UNIT

BY AND BETWEEN THE **CITY OF LLANO**, TEXAS, A MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS "CITY"; AND LLANO COUNTY, TEXAS, HEREINAFTER REFERRED TO AS "COUNTY"; FOR THE PLACING OF ELECTRONIC COMMUNICATION RECEIVER AND TRANSMITTER ON THE CITY'S SOUTH (LONDON LANE) WATER TOWER TO WIT:

DEFINITIONS

Tower Unit -The term "Tower Unit" shall mean equipment (which may consist of one or more antennae) which provides 360-degree coverage for either receiving or broadcasting wireless internet signal and the infrastructure antennas required for providing the distribution signal.

WITNESSETH

WHEREAS, City is the owner of a certain water tank/towers located in Llano, Texas; and

WHEREAS, County desires to use said tank/tower for the purpose of attaching and installing thereto, and operating and maintaining antennas; and

WHEREAS, City is willing to license to County the right to use said tank/tower in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do mutually covenant and agree as follows:

1. Property. City does hereby grant a license to County and County does hereby license from City the non-exclusive right to attach at approximately 100 feet above ground level an antenna (and related conductors) to the tank/tower (standpipe) located at the Licensor's sites referred to as "Landon Lane Tower" in Llano, Texas.
2. Limits on License. The existence of this Agreement is expressly subordinate to the present and future right of the City to use this property in any manner authorized by law. This Agreement is also subordinate to any easements, utility easements, rights of way, or other property interests recorded and associated with the Property.

City may enter the Property without giving notice and without incurring any obligation to County and remove the antenna, conductors, related improvements, or any alteration thereof. Such removal will occur only if the City Manager deems it is necessary;

- a. to protect persons or property;
- b. for the public health or safety with respect to the Property; or

- c. in the event the County fails to remove any equipment as provided for in this Agreement.
- 3. Attachment and Maintenance: All installation and maintenance of County's equipment shall be the sole responsibility of the County.
- 4. Ingress and Egress: City agrees that so long as County is not in default of this Agreement, and during the term of same, or any renewal thereof, County shall have non-exclusive ingress to and egress from the premises for the purposes of maintenance and repairs to its equipment. The County will only permit its qualified employees, or qualified and adequately insured contractors, to work on, in, or around the premises. County agrees to cause its employees to close and lock the premises entrance upon leaving the premises. In the event, County or its employees, agent, or contractors fail to close and lock the premises, County shall be responsible for all damages or liability directly resulting to City or other persons from such actions or any other negligent actions of the County.
- 5. License Fee: The license fee for the initial two-year term of the Agreement shall be waived by City.
- 6. Insurance: County shall provide evidence of the following minimum insurance requirements:
 - a. Workers Compensation-Statutory limit, employers Liability-\$100,000.00 per accident.
 - b. General Liability-Bodily injury & Property damage -\$1,000,000.00 combined single limit.

All insurance certificates must include a clause stating that the insurance policy must not be cancelled, reduced, restricted, or otherwise limited until forty-five (45) days after the manager has received (a) written notice-as evidenced by a return receipt of certified mail and (b) substitute certificates of insurance evidencing equivalent substitute insurance. All insurance certificates must affirmatively show that the City of Llano is named as additional insured.

- 7. Indemnification of City: County agrees that to the extent permitted by law, it shall indemnify and hold the City of Llano, its officers, employees, agents, and licensees harmless of and from any and all liability, damage, claims, costs, and demands whatsoever, including attorney's fees and expenses, arising out of the conduct of, or use of the premises by County, its employees, agents or contractors.
- 8. No Warranty: City offers and issues no warranties or representations of any kind whatsoever, and County hereby expressly waives its rights to any such warranties and representations with respect to any of the City's equipment, including without limitation the condition or fitness for purpose of any City equipment.

9. **Non-Exclusive Rights:** The rights granted to County hereunder shall be on a non-exclusive basis and the City reserves the right to enter into similar agreements with other parties, provided that City shall not enter into any such similar agreements that would cause disruption of services provided through County equipment; provided, however, that in the event that City inadvertently enters into an agreement that causes disruption of County's equipment, City shall make its best efforts to resolve any such dispute in favor of the earlier contracting party.
10. **Termination:** This Agreement shall be effective beginning October 01, 2026, and shall renew annually unless terminated in accordance with this Section 10.

City may cancel this Agreement:

- a. Thirty (30) days after giving County written notice of proven default under this agreement if said default shall not be corrected within said thirty (30) day period; or
- b. At any time specified by City with not less than one hundred eighty (180) days prior written notice to County.

County may cancel this agreement:

- a. Thirty (30) days after giving City written notice of default under this Agreement if said default shall not be corrected within said thirty (30) day period; or
- b. Thirty (30) days after giving City written notice that the site no longer meets the engineering requirements needed to provide County services.
- c. Thirty (30) days after giving City written notice that County has ceased business, lost licenses required to operate, or became uninsurable.

11. **Interference:** County shall use its best efforts to have the County's equipment placed on the tank/tower so that it does not interfere with any City operations, including radio frequencies. County's equipment shall not interfere with the operations of any existing Tenant or any occupied lease space for Tenant's operations, including radio frequencies. If the installation or operation of County's equipment interferes with the operation of the City, County shall immediately discontinue its use of such equipment. In the event that City is unable to correct the problem within sixty (60) days, City shall submit to County a notice of Default.
12. **Tower Maintenance:** City will be responsible for all tank/tower maintenance and upkeep at the City expense, including but not limited to painting, lighting, and structural integrity of the tank/tower in accordance with applicable laws. City agrees to contact County before performance of any maintenance required by the City that involves County equipment or that City has actual knowledge will cause disruption of services provided through County equipment
13. **Notices:** All notices given pursuant to the Agreement shall be in writing and shall be delivered by hand or by mail at the following locations;

City: City of Llano
Attn: City Manager
301 W. Main
Llano, TX 78643
325-247-4158

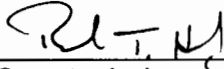
County: Llano County
Attn: Llano County Judge
801 Ford Street, Room 101
Llano, Texas 78643
325-247-7788

14. This Agreement shall commence on the **1st day of October of each year and run a term of one (1) year**, renewable annually upon mutual letter agreement between the City and County. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
15. **Equipment Removal:** In the event that County should discontinue the use of any and/or all equipment, County will have thirty (30) days to provide for the removal of such equipment at County's own expense. Upon removal of such equipment, County shall be responsible for any repairs, paint touch-up, and any other maintenance that may be required to return City's tank/tower and property site to its original condition. Should County fail to provide for such removal and/or repairs within thirty (30) days of discontinuance or abandonment, City may arrange for the removal of equipment, all necessary repairs, and all expenses to do so will be fully payable by County.
16. **Compliance with Applicable Laws:** County covenants that all construction, installation, repair, maintenance, and removal of equipment or other improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations, and policies now existing or later adopted.
17. **Venue.** Exclusive venue for all lawsuits, claims, disputes and causes of action concerning this Agreement shall be in a court of competent jurisdiction for Llano County, Texas.
18. **Waiver of Default.** Either party may by written notice waive any default of the other party at any time, without affecting or impairing any right arising from any subsequent or other default.
19. **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.
20. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days.***

This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

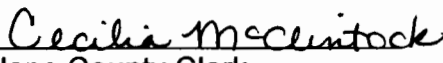
Executed this 14 day of September, 2026.

City of Llano Mayor


County Judge

ATTEST:

City Secretary


Llano County Clerk

STATE OF TEXAS

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COUNTY OF LLANO

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**INTERLOCAL AGREEMENT
FOR LLANO COUNTY GAME ROOM REGULATIONS PERMITTING
AND ENFORCEMENT WITHIN CITY LIMITS**

This Interlocal Agreement ("Agreement") is made and entered into on this **1st day of October, 2026** by and between the **City of Horseshoe Bay, Texas**, a home-rule charter city, of the State of Texas located in **Llano County**, Texas (hereinafter "City") and Llano County, a political subdivision of the State of Texas (hereinafter "County"). This Agreement is made in accordance with the Interlocal Cooperation Act, Texas Government Code Ann. Chapter 791.

WHEREAS, the Llano County Commissioners Court, through authority granted to it pursuant to Section 234.133 of the Texas Local Government Code to promote the public health, safety, and welfare, has adopted regulations relating to the operation of game rooms; and

WHEREAS, the Interlocal Cooperation Act provides authorization for local government to contract with one another and with agencies of the state to perform governmental functions and services under the terms of the Act; and

WHEREAS, both the County and the City are willing to provide such services as necessary for the uniform enforcement of the County's game room regulations within the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements state herein, the parties agree as follows:

1. The parties hereby agree that the County shall regulate any and all game rooms located in the City in accordance with the game room regulations adopted by the County pursuant to Section 234.133 of the Texas Local Government Code."
2. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
3. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth with in the Llano County Game Room Regulations and this Agreement shall not create any rights in any third parties not signatories hereto.
4. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

5. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

City of Horseshoe Bay
Attention: City Mayor
9101 W FM 2147
Horseshoe Bay, Texas 78657

Llano County
Attention: County Judge
801 Ford Street-Courthouse
Llano, Texas 78643

6. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

Mayor of City of Horseshoe Bay

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

Terms Approved:

Game Room Permit Administrator

STATE OF TEXAS

COUNTY OF LLANO

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INTERLOCAL AGREEMENT – JAIL SERVICES

This Interlocal Agreement is made and entered into on this **1ST day of OCTOBER, 2026** by and between Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County"), and the **City of Horseshoe Bay**, Llano County, Texas, a home-rule charter city, of the State of Texas (hereinafter "City").

WHEREAS, Chapter 791 of the Texas State Government Code, V.T.C.A., authorizes local governments to enter in to agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, governmental functions and services include all or in part of a function or service regarding public health and welfare; and

WHEREAS, the City and the County desire to enter into an agreement for Jail Services for the City of Horseshoe Bay, Llano County, Texas, and Horseshoe Bay Police Department; and

WHEREAS entering into such an agreement will serve to protect the public by providing Jail Services to the City of Horseshoe Bay, and Horseshoe Bay Police Department; and

WHEREAS, the governing bodies of each party finds that this undertaking is necessary for the benefit of public health and welfare and that the responsibility provided hereunder are in the common interest of both parties; Now,

For and in consideration of the mutual undertakings hereinafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment and training necessary to operate facilities for housing of prisoners in the custody of the City of Horseshoe Bay Police Department,
2. The Sheriff of Llano County will have the right to determine the procedures and paperwork necessary to book a prisoner and the Sheriff will assume responsibility for State required paperwork, and the actual day to day policy and procedures will be agreed upon by the Sheriff or his designee and the Chief of Police or his designee,
3. The City of Horseshoe Bay shall pay **\$125.00** per day per prisoner, under the following conditions:
 - a. Charges will be made for all Class C misdemeanors booked by the Horseshoe Bay Police Department;
 - b. Prisoners booked in after 6:00 p.m. and magistrated the next day will be charged as one day;
 - c. Prisoners brought in before 6:00 p.m. and magistrated the next day will be charged as two days;
 - d. In the event the prisoner is sentenced to jail time or to lay out the fine, charges will be based on each day in jail;

4. The City of Horseshoe Bay shall make payments to Llano County from current available revenues,
5. Llano County Sheriff will review the cost of this service on an annual basis. Recommendations for cost adjustments will be made to both parties no less than 60 days prior to the expiration of the annual agreement.
6. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
7. By entering in to this Agreement, the parties do not create any obligations, expressed or implied other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
8. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
9. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

City of Horseshoe Bay
Attention: City Mayor
P O Box 77657
Horseshoe Bay, Texas 78657

Llano County
Attention: County Judge
801 Ford Street – Courthouse
Llano, Texas 78643

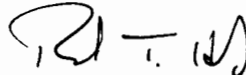
10. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

EXECUTED this 14 day of September, 2026.

CITY OF HORSESHOE BAY

LLANO COUNTY, TX

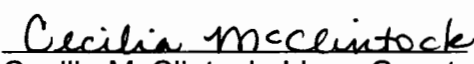
Mayor



Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary



Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

Chief of Police
Horseshoe Bay Police Department



Marquis Cantu, Llano County Sheriff

DATE

9-14-2026
DATE

STATE OF TEXAS

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COUNTY OF LLANO

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INTERLOCAL CONTRACT

Magistrate Services

between

The City of Horseshoe Bay and the County of Llano

This Interlocal Contract for Magistrate Services (the "Agreement"), as provided by the Interlocal Cooperation Act, Texas Government Code Sec. 791.001, et seq., is made and entered into by and between the City of Horseshoe Bay (the CITY) and the County of Llano (the COUNTY).

WHEREAS, the CITY is Home Rule municipality incorporated pursuant to the Statutes of the State of Texas; and

WHEREAS, the COUNTY is a Texas county that encompasses the CITY; and

WHEREAS, the CITY is authorized to provide and desires to provide its residents with efficient and effective governmental services; and

WHEREAS, the COUNTY is authorized to provide and desires to provide its residents with efficient and effective governmental services; and

WHEREAS, magistrate services are part of governmental services; and

WHEREAS, the CITY and COUNTY wish to assist one another with efforts to provide their residents with efficient and effective magistrate services.

NOW, THEREFORE, the CITY and COUNTY hereby agree as follows:

1. PURPOSE

The purpose of this Interlocal Contract is to allow the City of Horseshoe Bay and County of Llano to define governmental function of magistrate services.

2. CITY DUTIES & RIGHTS

- A. The CITY agrees to render any fines related to magistrate services of the COUNTY to be received by the COUNTY for said magistrate services provided. Specifically, the expectation is that the magistrate services will be performed by the on-call Justice of the Peace of Llano COUNTY.

The CITY will provide the COUNTY with funding for inmates staying overnight only for Class C offenses and not reimburse for any inmates over Class C violations.

The CITY Municipal Judge will assist with Blood Search Warrants when available.

- B. The CITY shall assist the COUNTY with magistrate services as follows:
 - 1. Respond promptly to COUNTY written or oral requests for magistrate services;
 - 2. Provide a municipal court judge, if available, to fulfill COUNTY requests for magistrate services; and
 - 3. Provide the municipal court judge with administrative assistance as needed to fulfill COUNTY requests for magistrate services.
- C. All existing CITY ordinances and any future ordinances, which are enacted by the CITY, and which require enforcement, are hereby incorporated by reference.
- D. In providing the required services, the CITY will furnish and utilize the equipment and personnel routinely assigned to service the CITY.
- E. The CITY personnel who provide services pursuant to this Agreement are employees of the CITY and the CITY shall maintain supervisory control and command over such employees.

3. COUNTY DUTIES & RIGHTS

- A. The COUNTY shall assist the CITY with magistrate services as follows:
 - 1. Respond promptly to CITY written or oral requests for magistrate services;
 - 2. Provide the Justice of the Peace to fulfill CITY requests for magistrate services;
 - 3. Provide the Justice of the Peace with administrative assistance as needed to fulfill CITY requests for magistrate services; and
 - 4. The COUNTY shall request CITY magistrate services only when the COUNTY Justice of the Peace is not available to provide magistrate services upon the need arising.
- B. All existing COUNTY orders and any future orders, which are enacted by the COUNTY, and which require enforcement, are hereby incorporated by reference.
- C. In providing the required services, the COUNTY will furnish and utilize the equipment and personnel routinely assigned to service the COUNTY.
- D. The COUNTY personnel who provide services pursuant to this Agreement are employees of the COUNTY and the COUNTY shall maintain supervisory control and command over such employees.

4. CONTRACT TERMS

- A. City of Horseshoe Bay (or the Mayor's designated representative) shall be responsible

for administering this Agreement for the CITY.

- B. County Judge (or his or her designated representative) shall be responsible for administering this Agreement for the COUNTY.

5. MISCELLANEOUS

- A. Each party shall approve participation in this Agreement by the appropriate governmental body.
- B. The COUNTY shall pay for services rendered by the COUNTY from current revenue funds available to the COUNTY.
- C. This Agreement shall commence on the date of execution and shall run until September 30, 2027. This Agreement shall automatically renew unless the CITY or COUNTY choose to terminate by providing thirty (30) days written notice of termination to the other party.
- D. The annual renewal and, if necessary, renegotiation of this Agreement shall be contingent upon the availability of current revenue funds.
- E. Any party may terminate this Agreement with or without cause by giving written notice to the other party at least thirty (30) days prior to the date of termination. Upon termination of this Agreement, no party shall have any obligations to the other party, except if applicable to pay for services already rendered.
- F. This Agreement may be terminated or renegotiated in the event of changed state law that affects the parties' performance under this Agreement.
- G. Unless otherwise provided herein, all notices under this Agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

CITY: Mayor of the City of Horseshoe Bay
9101 W FM 2147
Horseshoe Bay, Texas 78657

COUNTY: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

- H. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- I. The waiver by any party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.

- J. This is the entire agreement between the CITY and COUNTY. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY AND COUNTY.
- K. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

Mayor, City of Horseshoe Bay

RL T. NJ
County Judge, Llano County

ATTEST:

City Secretary

Cecilia McClintock
Llano County Clerk

TERMS APPROVED:

Chief
Horseshoe Bay Police Department

Margi Cant ^{14th} 9-16-2026
Sheriff
Llano County, Texas

STATE OF TEXAS

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COUNTY OF LLANO

INTERLOCAL AGREEMENT – ON-SITE SEWAGE FACILITIES (OSSF)

This Interlocal Agreement is made and entered into this **1st day of OCTOBER, 2026**, by and between the **City of Horseshoe Bay**, Texas, a home-rule charter city, situated in Llano County, Texas (hereinafter "City"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, governmental functions and services include all or part of a function or service regarding on-site sewage facilities; and

WHEREAS, the City and County desire to enter into an agreement regarding the permitting and inspection of on-site sewage facilities located within the limits of the City, and

WHEREAS, entering into such an agreement will allow the parties to efficiently and effectively utilize their respective resources, and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto, Now,

For and in consideration of the mutual undertakings hereinafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County, as authorized agent for the Texas Commission for Environmental Quality will permit and inspect all on-site sewage facilities constructed within the limits of the City.
2. The County will collect and retain any and all fees associated with the permitting and inspection of the on-site sewage facilities.
3. The County will inspect the facilities in accordance with the standards set forth by the Texas Commission for Environmental Quality.
4. The County will make all records associated with permits issued available to the City.
5. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.

6. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in any third parties not signatories hereto.
7. Either the City or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
8. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

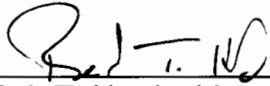
City of Horseshoe Bay
Attention: Mayor
9101 W FM 2147
Horseshoe Bay, Texas 78657

Llano County
Attention: County Judge
801 Ford St., Room 101
Llano, TX 78643

9. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

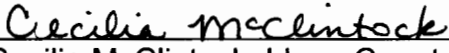
Mayor, City of Horseshoe Bay



Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary



Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

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COUNTY OF LLANO

**INTERLOCAL AGREEMENT
PROVISION OF STREET PAVING AND IMPROVEMENTS**

This INTERLOCAL AGREEMENT FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS (the "Agreement") is made and entered into on this **1st day of OCTOBER, 2026** (the "Effective Date"), by and between **LLANO COUNTY TEXAS**, a duly organized Texas County existing and operating under the Texas Local Government Code and the Texas Constitution, as amended (the "COUNTY"), and **THE CITY OF HORSESHOE BAY**, a home-rule charter city, situated in Llano County, Texas, ("THE CITY").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, governmental functions and services include all or part of a function or service regarding streets, roads and drainage; and

WHEREAS, THE CITY and County desire to enter into an agreement regarding the maintenance of various streets situated in THE CITY so as to enhance and maintain an efficient and comprehensive system of local and county wide roadways; and

WHEREAS, entering in such an agreement will allow the parties to efficiently and effectively utilize their respective resources; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the COUNTY and THE CITY hereby agree as follows:

1. THE CITY will provide the County with a written request to enhance, maintain or repair streets located within the boundaries of THE CITY. The named streets shall stipulate the length and width to be repaired.
2. The County will provide a written "Estimate of Costs" for materials and a schedule of unit costs for labor and equipment in writing to perform the project as requested by THE CITY.

3. Upon approval by THE CITY and a mutually agreed start date, the County will order materials, labor and equipment necessary to complete the project. The COUNTY contribution shall not exceed **\$15,000** as specified in Chapter 251.015 of the Texas Transportation Code.
4. Payment for materials shall be paid to Llano County Treasurer within thirty (30) days from receipt of invoice by THE CITY. THE CITY has the option to order the rock and oil for the CITY's account.
5. Each party shall comply with all applicable federal, state and municipal laws and regulations.
6. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
7. This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually.
8. Nothing in this Agreement shall be construed as granting to the County any rights, jurisdiction, authority, or obligation to regulate the streets on which paving work is to be performed pursuant to this Agreement. The authority to regulate the streets subject to this Agreement shall remain with THE CITY. The County, in performing the obligations agreed to in this Agreement, shall not be deemed to undertake any duty with respect to the continued maintenance of the streets on which maintenance work is performed pursuant to the terms of this Agreement.
9. Either party may terminate the Agreement at any time, for any reason, by thirty (30) day written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default. If either party defaults in the performance of any of the terms and conditions of this Agreement, written notice of such default shall be given, and the party receiving notice shall have thirty days from the date of initial notice within which to cure such default. If the defaulting party fails to cure the default within such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement. Nothing herein shall deprive either party of any other legal remedies it may have to enforce the terms of this agreement.
10. All Notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notice or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purpose shall be as follows:

**City of Horseshoe Bay
Attention: City Mayor
9101 W FM 2147
Horseshoe Bay, Texas 78657**

**Llano County
Attention: County Judge
801 Ford Street-Courthouse
Llano, Texas 78643**

MISCELLANEOUS:

Assignment. This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Llano County, Texas.

No Oral Modification. This Agreement may not be supplemented, modified or amended, except by an agreement in writing signed by THE CITY or the County.

No Oral Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Time of Essence. Time is of the essence of this Agreement.

Partial Invalidity. In any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as may be possible and be legal, valid, and enforceable.

Authorization. Each party executing this Agreement on behalf of THE CITY and the County possesses all requisite authority to execute this Agreement on such party's behalf.

Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

Executed this 14 day of September, 2026.

Mayor, City of Horseshoe Bay

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

City Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

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COUNTY OF LLANO

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INTERLOCAL AGREEMENT – DISPATCH SERVICES

This Interlocal Agreement is made and entered into on this **1st Day of OCTOBER, 2026**, by and between the **Llano Independent School District**, a Political subdivision of the State of Texas (hereinafter "LISD"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A. authorizes local governments to enter into Agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding public safety; and

WHEREAS, The LISD and the County desire to enter into an Agreement for cooperative use of one law enforcement dispatch services between LISD and Llano County, Texas; and

WHEREAS, Entering into such an Agreement will allow the parties to efficiently and effectively utilize the Llano County Sheriff's Department Dispatch Services to support LISD; and

WHEREAS, The Governing bodies of each party finds that this undertaking is necessary for the benefit of the public health, safety, and welfare, and that the responsibilities provided hereunder are in common interest of both parties hereto.

NOW, For and in consideration of the mutual undertakings hereafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment and training necessary to assist in the operation and maintenance of the law enforcement dispatch services in support of LISD and the Llano County Sheriff's Department.
2. LISD shall make an annual compensation of **\$2,500.00** dollars to Llano County for the operation of dispatch services. This annual payment is to be paid in quarterly installments and to be billed under separate cover.
3. The Llano County Sheriff will review the cost of this service annually and provide recommendations for cost adjustments to both parties no less than 60 days prior to the expiration of this Agreement.
4. This Agreement shall commence on the **1st day of October** of each year and run a term of one (1) year, renewing annually..

5. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.
6. Either the LISD or County may terminate the Agreement at any time, for any reason, by sixty (60) days written notice advising the other party of its intent to terminate the Agreement.
7. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
8. To the extent permitted by applicable law, each Party shall indemnify and hold the other Party harmless for all damages and liability to any person or property resulting from the actions of the Party or any of its employees.
9. This agreement may be amended in writing by the Parties hereto at any time.
10. All notices shall be in writing and delivered to the parties at the addresses listed below, either in person or by U.S. Mail.

Llano ISD
Attention: Superintendent
1400 Oatman Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

11. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

Executed this 14 day of September, 2026.

LISD Superintendent

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

LISD Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

LISD Chief

Marquis Cantu ^{14 MC} 7-16-2026
Marquis Cantu, Llano County Sheriff

STATE OF TEXAS

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COUNTY OF LLANO

INTERLOCAL AGREEMENT – EMERGENCY MANAGEMENT

This Interlocal Agreement is made and entered into on this **1st day of OCTOBER, 2026**, by and between the **Llano Independent School District**, Texas, a political subdivision situated in Llano County, Texas (hereinafter "LISD"), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter "County").

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding public safety, and

WHEREAS, LISD and County desire to enter into an agreement regarding an emergency management plan for the LISD, and

WHEREAS, Entering into such an agreement will allow the parties to efficiently and effectively utilize their respective resources, and

WHEREAS, The governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provide for hereunder are in the common interest of both parties hereto. Now,

FOR AND IN consideration of the mutual undertakings hereafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The LISD will adopt and follow the County Emergency Management regulations.
2. The LISD will assist the County whenever possible in planning, executing, and maintaining the plan.
3. The County Judge as the Emergency Management Director will become the overall authority for both jurisdictions as prescribed by state law during an emergency. LISD officials will assist the County Judge during a declared emergency.
4. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
5. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.

6. Either the LISD or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default.
7. All notices shall be in writing and delivered to the parties at the addresses listed below either in person or by mail.

Llano ISD
Attention: Superintendent
1400 Oatman Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Ste 101
Llano, Texas 78643

8. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

EXECUTED on this 14 day of September, 2026.

LLANO ISD

LLANO COUNTY

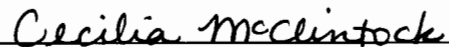
LISD Superintendent


Rob T. Hardy, Llano County Judge

ATTEST:

ATTEST:

LISD Secretary


Cecilia McClintock, Llano County Clerk

STATE OF TEXAS

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COUNTY OF LLANO

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INTERLOCAL AGREEMENT – RADIO SERVICES

This Interlocal Agreement is made and entered into on this **1st day of October, 2026** by and between **Llano Independent School District**, a political subdivision of the State of Texas (hereinafter “Llano ISD”), and Llano County, Texas, a political subdivision of the State of Texas (hereinafter “County”).

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, governmental functions and services include all or part of a function or service regarding public safety;

WHEREAS, LISD and the County desire to enter into an Agreement for cooperative use of one law enforcement radio system between Llano ISD and Llano County, Texas, and

WHEREAS, entering into such an Agreement will allow the parties to efficiently and effectively utilize the Llano County Sheriff’s Department radio system to support Llano ISD, and

WHEREAS, the governing bodies of each party finds that this undertaking is necessary for the benefit of the public health, safety and welfare and that the responsibilities provided hereunder are in common interest of both parties hereto. Now,

For and in consideration of the mutual undertakings hereafter set forth and for adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Llano County will provide personnel, equipment and training necessary to assist in the operation and maintenance of the law enforcement radio system in support of Llano ISD and the Llano County Sheriff’s Department.
2. Llano ISD shall make an annual payment in the amount of **\$3,000.00** dollars (**\$25.00** per subscriber unit per month -10 radios) to Llano County for the operation of the radio system. This annual payment is in addition to the payments made by Llano ISD to the County for Dispatch Services.
3. The Llano County Sheriff will review the cost of this service annually and provide recommendations for cost adjustments to both parties no less than 60 days prior to the expiration of this Agreement.
4. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
5. By entering into this Agreement, the parties do not create any obligations; expressed or implied, other than those set forth herein and this Agreement shall not create any

rights in any third parties not signatories hereto.

6. Either the LISD or County may terminate the Agreement at any time, for any reason, by thirty (30) days written notice advising the other party of its intent to terminate the Agreement.
7. This Agreement shall be subject to termination should either party fail to perform as agreed herein and upon written notice of such default, fail to cure the default.
8. To the extent permitted by applicable law, each Party shall indemnify and hold the other Party harmless for all damages and liability to any person or property resulting from the actions of the Party or any of its employees.
9. This agreement may be amended in writing by the Parties hereto at any time.
10. All notices shall be in writing and delivered to the parties at the addresses listed below, either in person or by U.S. Mail.

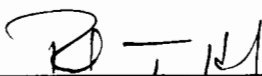
Llano ISD
Attention: Superintendent
1400 Oatman Street
Llano, Texas 78643

Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643

11. ***Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.***

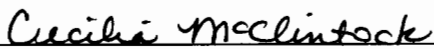
Executed this 14 day of September, 2026.

LISD Superintendent


Rob T. Hardy, Llano County Judge

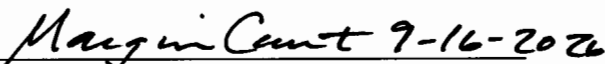
ATTEST:

LISD Secretary


Cecilia McClintock, Llano County Clerk

TERMS APPROVED:

LISD Chief


Marquis Cantu, Llano County Sheriff

STATE OF TEXAS

COUNTY OF LLANO

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**INTERLOCAL AGREEMENT
FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS**

This INTERLOCAL AGREEMENT FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS (the "Agreement") is made and entered into this the **1ST day of OCTOBER, 2026** (the "Effective Date"), by and between **LLANO COUNTY TEXAS**, a duly organized Texas County existing and operating under the Texas Local Government Code and the Texas Constitution, as amended (the "County"), and **LLANO INDEPENDENT SCHOOL DISTRICT**, A Public School District situated in Llano County, Texas (the "County").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, Governmental functions and services include all or part of a function or service regarding streets, roads and drainage; and

WHEREAS, LLANO INDEPENDENT SCHOOL DISTRICT and COUNTY desire to enter into an agreement regarding the maintenance of various streets situated within property owned by LLANO INDEPENDENT SCHOOL DISTRICT so as to enhance and maintain an efficient and comprehensive system of local and County wide roadways; and

WHEREAS, entering in such an agreement will allow the parties to efficiently and effectively utilize their respective resources; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the County and Llano Independent School District hereby agree as follows:

1. LLANO INDEPENDENT SCHOOL DISTRICT will provide the COUNTY with a written request to enhance, maintain or repair streets located within the boundaries of LLANO INDEPENDENT SCHOOL DISTRICT. The named streets shall stipulate the length and width to be repaired.
2. The COUNTY will provide a written "Estimate of Costs" for materials and a schedule of unit costs for labor and equipment in writing to perform the project as requested by LLANO INDEPENDENT SCHOOL DISTRICT.

3. Upon approval by LLANO INDEPENDENT SCHOOL DISTRICT and a mutually agreed start date, the COUNTY will order materials, labor and equipment necessary to complete the project. The COUNTY contribution shall not exceed \$15,000.00 as specified in Chapter 251.015 of the Texas Transportation Code. Payment for materials shall be paid to Llano County Treasurer within thirty (30) days from receipt of invoice by LLANO INDEPENDENT SCHOOL DISTRICT. LLANO INDEPENDENT SCHOOL DISTRICT has the option to order rock and oil for its own account.
4. Each party shall comply with all applicable federal, state and local laws and regulations.
5. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories here to.
6. This Agreement shall commence on the 1st day of October of each year and run a term of one (1) year, renewing annually.
7. Nothing in this Agreement shall be construed as granting the COUNTY any rights, jurisdiction, authority, or obligation to regulate the streets on which paving work is to be performed pursuant to this Agreement. The authority to regulate the streets subject to this Agreement shall remain with LLANO INDEPENDENT SCHOOL DISTRICT, the COUNTY, in performing the obligations agreed to in this Agreement, shall not be deemed to undertake any duty with respect to the continued maintenance of the streets on which maintenance work is performed pursuant to the terms of this Agreement.
8. Either party may terminate the Agreement at any time, for any reason, by thirty (30) day written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default. If either party defaults in the performance of any of the terms and conditions of this Agreement, written notice of such default shall be given, and the party receiving notice shall have thirty days from the date of initial notice within which to cure such default. If the defaulting party fails to cure the default within such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement. Nothing herein shall deprive either party of any other legal remedies it may have to enforce the terms of this Agreement.
9. All Notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notice or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purpose shall be as follows:

**Llano ISD
Attention: Superintendent
1400 Oatman Street
Llano, Texas 78643**

**Llano County
Attention: County Judge
801 Ford Street, Room 101
Llano, Texas 78643**

MISCELLANEOUS:

Assignment: This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Llano County, Texas.

No Oral Modification: This Agreement may not be supplemented, modified or amended, except by an agreement in writing signed by LLANO INDEPENDENT SCHOOL DISTRICT or the COUNTY.

No Oral Waiver: The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Tim of Essence: Time is of the essence of this Agreement.

Partial Invalidity: If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of the Agreement a clause of provision as may be possible and be legal, valid and enforceable.

Authorization: Each party executing this Agreement on behalf of LLANO INDEPENDENT SCHOOL DISTRICT and the COUNTY possesses all requisite authority to execute this Agreement on such party's behalf.

Per a unanimous vote on November 10, 2025, the Commissioner's Court requires entities to sign and return agreements/contracts within 45 days. This document and all required backup must be signed and returned by November 16, 2026 or services will be discontinued.

Executed this 14 day of September, 2026.

LISD Superintendent

Rob T. Hardy
Rob T. Hardy, Llano County Judge

ATTEST:

LISD Secretary

Cecilia McClintock
Cecilia McClintock, Llano County Clerk