AMENDMENT NO.1
TO
MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF FREESTONE AND THE FREESTONE COUNTY OFFICE OF PRECINCT 1
FOR ROAD AND BASE MATERIALS FOR THE COUNTY OF FREESTONE;
AMERICAN RESCUE PLAN ACT FUNDS

REVISED BUDGET SHEET

This Amendment No. 1 ("Amendment"), dated September 2, 2026, by and between Freestone County (the "County") and the Freestone County Precinct 1 (the "Other Party") concerning certain road and base materials.

WHEREAS, pursuant to Freestone County Commissioner Court December 18, 2024, the County and the Other Party entered a Memorandum of Understanding dated December 18, 2024 ("MOU") for road and base materials as described in the MOU; and

WHEREAS the funding for the parties' MOU is provided through the American Rescue Plan Act of 2021 ("ARPA"), under the U.S. Department of the Treasury's State and Local Fiscal Recovery Funds ("SLFRF") program, as allocated to Freestone County; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the parties hereby agree as follows:

(1) PURPOSE/SCOPE OF WORK

The purpose of this amended MOU is to set forth the understanding between the County and Other Party regarding the Purpose and/or SCOPE of Work to be completed with the SLFRF funds as described here:

The SLFRF Funds will be used to contribute to the evaluation and repair of roads, bridges, and culverts throughout Freestone County ("The Project"). The Project will be supervised by the Other Party, and the Other Party will be responsible for oversight of any engineering, labor, procurement, and construction services to be completed by County staff or contractors.

Included within the duty to oversee and to pay for these services, the Other Party will coordinate with the County Judge, Commissioners' Court, and others to develop the exact roads, bridges, and culverts to be evaluated, maintained, or constructed and to determine the quantity and quality of any road materials or equipment required for the Project.

The Other Party will be responsible for guiding the procurement and implementation of the evaluation and repair work in the County, including but not limited to a County ARPA allocation. Acquisition of all construction, and any other goods or services necessary to carry out the Project shall be in accordance with applicable state law and the County's internal procurement policies.

An additional $219.20 of ARPA funds is hereby allocated to the services in the MOU, as amended. The parties further acknowledge that the total amount stated in the original MOU contained a $0.01 calculation error. The original total is therefore reduced by $0.01, resulting in a corrected and amended total of $504,840.83. The $0.01 adjustment is separate from, and does not reduce, the additional $219.20 allocated under this amendment. If applicable, the county will also use ARPA funds that were obligated before December 31, 2024, and ultimately not expended for an eligible activity as outlined in SLFRF FAQ 17.19 for road and base materials.

The "other party" shall be responsible for monitoring and managing the completion of all remaining tasks, ensuring that all work is performed, proper documentation is provided, and does not exceed the available budget.

(2) All other terms of the parties' MOU shall remain in full force and effect.

(3) In the event of any conflict between the terms of this Amendment No. 1 and the MOU, the terms of this Amendment No. 1 shall control.

(4) The laws of the State of Texas shall control this Amendment.

(5) This Amendment can only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed the day and year aforesaid.

FREESTONE COUNTY

BY: _____
Lloyd Lane, FREESTONE CNTY JUDGE

Date: _____

ATTEST:

BY: Renee Gregory
RENEE GREGORY, COUNTY CLERK

Date: Sept. 2, 2026

FREESTONE COUNTY OFFICE OF PRECINCT 1 COMMISSIONER

By: Andy Bonner

Name: ANDY BONNER

Title: Comm. Pct. #1

Date: 9-2-26

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

COMMISSIONERS COURT
FREESTONE COUNTY, TEXAS

FILED FOR RECORD
At 9 o'clock A M

SEP 0 2 2026

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By Renee Gregory

APPROVED AS TO FORM AND EXECUTION

COUNTY COUNSEL

MOU AMENDMENT

ARPA funding increased from $504,621.64 to $504,840.83

V. TERMS OF AGREEMENT

a. Term. No change
b. Amendment. Exercised
c. Schedule & Scope. No Change

"A"

AMENDMENT NO.1
TO
MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF FREESTONE AND THE FREESTONE COUNTY OFFICE OF PRECINCT 1
FOR ROAD AND BASE MATERIALS FOR THE COUNTY OF FREESTONE;
AMERICAN RESCUE PLAN ACT FUNDS

REVISED BUDGET SHEET

This Amendment No. 1 ("Amendment"), dated September 2, 2026, by and between Freestone County (the "County") and the Freestone County Precinct 1 (the "Other Party") concerning certain road and base materials.

WHEREAS, pursuant to Freestone County Commissioner Court December 18, 2024, the County and the Other Party entered a Memorandum of Understanding dated December 18, 2024 ("MOU") for road and base materials as described in the MOU; and

WHEREAS the funding for the parties' MOU is provided through the American Rescue Plan Act of 2021 ("ARPA"), under the U.S. Department of the Treasury's State and Local Fiscal Recovery Funds ("SLFRF") program, as allocated to Freestone County; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the parties hereby agree as follows:

(1) PURPOSE/SCOPE OF WORK

The purpose of this amended MOU is to set forth the understanding between the County and Other Party regarding the Purpose and/or SCOPE of Work to be completed with the SLFRF funds as described here:

The SLFRF Funds will be used to contribute to the evaluation and repair of roads, bridges, and culverts throughout Freestone County ("The Project"). The Project will be supervised by the Other Party, and the Other Party will be responsible for oversight of any engineering, labor, procurement, and construction services to be completed by County staff or contractors.

Included within the duty to oversee and to pay for these services, the Other Party will coordinate with the County Judge, Commissioners' Court, and others to develop the exact roads, bridges, and culverts to be evaluated, maintained, or constructed and to determine the quantity and quality of any road materials or equipment required for the Project.

The Other Party will be responsible for guiding the procurement and implementation of the evaluation and repair work in the County, including but not limited to a County ARPA allocation. Acquisition of all construction, and any other goods or services necessary to carry out the Project shall be in accordance with applicable state law and the County's internal procurement policies.

APPROVED AS TO FORM AND EXECUTION

COUNTY COUNSEL

AMENDMENT NO.1
TO
MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF FREESTONE AND THE FREESTONE COUNTY OFFICE OF PRECINCT 2
FOR ROAD AND BASE MATERIALS FOR THE COUNTY OF FREESTONE;
AMERICAN RESCUE PLAN ACT FUNDS

REVISED BUDGET SHEET

This Amendment No. 1 ("Amendment"), dated September 2, 2026, by and between Freestone County (the "County") and the Freestone County Precinct 2 (the "Other Party") concerning certain road and base materials.

WHEREAS, pursuant to Freestone County Commissioner Court December 18, 20242024, the County and the Other Party entered into a Memorandum of Understanding dated December 18, 2024 ("MOU") for road and base materials as described in the MOU; and

WHEREAS the funding for the parties' MOU is provided through the American Rescue Plan Act of 2021 ("ARPA"), under the U.S. Department of the Treasury's State and Local Fiscal Recovery Funds ("SLFRF") program, as allocated to Freestone County; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the parties hereby agree as follows:

(1) PURPOSE/SCOPE OF WORK

The purpose of this amended MOU is to set forth the understanding between the County and Other Party regarding the Purpose and/or SCOPE of Work to be completed with the SLFRF funds as described here:

The SLFRF Funds will be used to contribute to the evaluation and repair of roads, bridges, and culverts throughout Freestone County ("The Project"). The Project will be supervised by the Other Party, and the Other Party will be responsible for oversight of any engineering, labor, procurement, and construction services to be completed by County staff or contractors.

Included within the duty to oversee and to pay for these services, the Other Party will coordinate with the County Judge, Commissioners' Court, and others to develop the exact roads, bridges, and culverts to be evaluated, maintained, or constructed and to determine the quantity and quality of any road materials or equipment required for the Project.

The Other Party will be responsible for guiding the procurement and implementation of the evaluation and repair work in the County, including but not limited to a County ARPA allocation. Acquisition of all construction, and any other goods or services necessary to carry out the Project shall be in accordance with applicable state law and the County's internal procurement policies.

An additional $219.19 of ARPA funds is hereby allocated to the services in the MOU, as amended. The parties further acknowledge that the total amount stated in the original MOU contained a $0.01 calculation error. The original total is therefore reduced by $0.01, resulting in a corrected and amended total of $264,330.89. The $0.01 adjustment is separate from, and does not reduce, the additional $219.19 allocated under this amendment If applicable, the county will also use ARPA funds that were obligated before December 31, 2024, and ultimately not expended for an eligible activity as outlined in SLFRF FAQ 17.19 for road and base materials.

The "other party" shall be responsible for monitoring and managing the completion of all remaining tasks, ensuring that all work is performed, proper documentation is provided, and does not exceed the available budget.

(2) All other terms of the parties' MOU shall remain in full force and effect.

(3) In the event of any conflict between the terms of this Amendment No. 1 and the MOU, the terms of this Amendment No. 1 shall control.

(4) The laws of the State of Texas shall control this Amendment.

(5) This Amendment can only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed the day and year aforesaid.

FREESTONE COUNTY

BY: _____

LLOYD LANE, FREESTONE COUNTY JUDGE

Date: _____

ATTEST:

BY: Renee Gregory

RENEE GREGORY, COUNTY CLERK

Date: Sept. 2, 2026

FREESTONE COUNTY OFFICE OF PRECINCT 2 COMMISSIONER

By: _____

Name: Will McSwane

Title: County Commissioner Precinct #2

Date: 9-2-26

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

COMMISSIONERS COURT FREESTONE COUNTY, TEXAS

FILED FOR RECORD

At 9 o'clock A M

SEP 0 2 2026

RENEE GREGORY

Clerk, County Court, Freestone County, Texas

By Renee Gregory

APPROVED AS TO FORM AND EXECUTION

COUNTY COUNSEL

MOU AMENDMENT

ARPA funding increased from $264,111.71 to $264,330.89

V. TERMS OF AGREEMENT

a. Term. No change
b. Amendment. Exercised
c. Schedule & Scope. No Change

"A"

AMENDMENT NO.1
TO
MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF FREESTONE AND THE FREESTONE COUNTY OFFICE OF PRECINCT 3 FOR ROAD AND BASE MATERIALS FOR THE COUNTY OF FREESTONE; AMERICAN RESCUE PLAN ACT FUNDS

REVISED BUDGET SHEET

This Amendment No. 1 ("Amendment"), dated September 2, 2026, by and between Freestone County (the "County") and the Freestone County Precinct 3 (the "Other Party") concerning certain road and base materials.

WHEREAS, pursuant to Freestone County Commissioner Court December 18,2024, the County and the Other Party entered into a Memorandum of Understanding dated December 18, 2024 ("MOU") for road and base materials as described in the MOU; and

WHEREAS the funding for the parties' MOU is provided through the American Rescue Plan Act of 2021 ("ARPA"), under the U.S. Department of the Treasury's State and Local Fiscal Recovery Funds ("SLFRF") program, as allocated to Freestone County; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the parties hereby agree as follows:

(1) PURPOSE/SCOPE OF WORK

The purpose of this amended MOU is to set forth the understanding between the County and Other Party regarding the Purpose and/or SCOPE of Work to be completed with the SLFRF funds as described here:

The SLFRF Funds will be used to contribute to the evaluation and repair of roads, bridges, and culverts throughout Freestone County ("The Project"). The Project will be supervised by the Other Party, and the Other Party will be responsible for oversight of any engineering, labor, procurement, and construction services to be completed by County staff or contractors.

Included within the duty to oversee and to pay for these services, the Other Party will coordinate with the County Judge, Commissioners' Court, and others to develop the exact roads, bridges, and culverts to be evaluated, maintained, or constructed and to determine the quantity and quality of any road materials or equipment required for the Project.

The Other Party will be responsible for guiding the procurement and implementation of the evaluation and repair work in the County, including but not limited to a County ARPA allocation. Acquisition of all construction, and any other goods or services necessary to carry out the Project shall be in accordance with applicable state law and the County's internal procurement policies.

An additional $219.19 of ARPA funds is hereby allocated to the services in the MOU, as amended. The parties further acknowledge that the total amount stated in the original MOU contained a $0.02 calculation error. The original total is therefore increased by $0.02, resulting in a corrected and amended total of $384,192.21. The $0.02 adjustment is separate from, and does not reduce, the additional $219.19 allocated under this amendment If applicable, the county will also use ARPA funds that were obligated before December 31, 2024, and ultimately not expended for an eligible activity as outlined in SLFRF FAQ 17.19 for road and base materials.

The "other party" shall be responsible for monitoring and managing the completion of all remaining tasks, ensuring that all work is performed, proper documentation is provided, and does not exceed the available budget.

(2) All other terms of the parties' MOU shall remain in full force and effect.

(3) In the event of any conflict between the terms of this Amendment No. 1 and the MOU, the terms of this Amendment No. 1 shall control.

(4) The laws of the State of Texas shall control this Amendment.

(5) This Amendment can only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed the day and year aforesaid.

FREESTONE COUNTY

BY: _____

LLOYD LANE, FREESTONE COUNTY JUDGE

Date: _____

ATTEST:

BY: Renee Gregory

RENEE GREGORY, COUNTY CLERK

Date: Sept. 2, 2026

FREESTONE COUNTY OFFICE OF PRECINCT 3 COMMISSIONER

By: _____

Name: Richard McGowan

Title: Commissioner, Pct. 3

Date: Sept. 2, 2026

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

COMMISSIONERS COURT FREESTONE COUNTY, TEXAS

FILED FOR RECORD

At 9 o'clock A M

SEP 0 2 2026

RENEE GREGORY

Clerk County Court, Freestone County, Texas

By Renee Gregory

APPROVED AS TO FORM AND EXECUTION

COUNTY COUNSEL

MOU AMENDMENT

ARPA funding increased from $383,973.00 to 384,192.21

V. TERMS OF AGREEMENT

a. Term. No change
b. Amendment. Exercised
c. Schedule & Scope. No Change

"A"

AMENDMENT NO.1
TO
MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF FREESTONE AND THE FREESTONE COUNTY OFFICE OF PRECINCT 4
FOR ROAD AND BASE MATERIALS FOR THE COUNTY OF FREESTONE;
AMERICAN RESCUE PLAN ACT FUNDS

REVISED BUDGET SHEET

This Amendment No. 1 ("Amendment"), dated September 2,2026, by and between Freestone County (the "County") and the Freestone County Precinct 4 (the "Other Party") concerning certain road and base materials.

WHEREAS, pursuant to Freestone County Commissioner Court December 18, 2024, the County and the Other Party entered into a Memorandum of Understanding dated December 18, 2024 ("MOU") for road and base materials as described in the MOU; and

WHEREAS the funding for the parties' MOU is provided through the American Rescue Plan Act of 2021 ("ARPA"), under the U.S. Department of the Treasury's State and Local Fiscal Recovery Funds ("SLFRF") program, as allocated to Freestone County; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the parties hereby agree as follows:

(1) PURPOSE/SCOPE OF WORK

The purpose of this amended MOU is to set forth the understanding between the County and Other Party regarding the Purpose and/or SCOPE of Work to be completed with the SLFRF funds as described here:

The SLFRF Funds will be used to contribute to the evaluation and repair of roads, bridges, and culverts throughout Freestone County ("The Project"). The Project will be supervised by the Other Party, and the Other Party will be responsible for oversight of any engineering, labor, procurement, and construction services to be completed by County staff or contractors.

Included within the duty to oversee and to pay for these services, the Other Party will coordinate with the County Judge, Commissioners' Court, and others to develop the exact roads, bridges, and culverts to be evaluated, maintained, or constructed and to determine the quantity and quality of any road materials or equipment required for the Project.

The Other Party will be responsible for guiding the procurement and implementation of the evaluation and repair work in the County, including but not limited to a County ARPA allocation. Acquisition of all construction, and any other goods or services necessary to carry out the Project shall be in accordance with applicable state law and the County's internal procurement policies.

An additional $45,719.19 of ARPA funds is hereby allocated to the services in the MOU, as amended. If applicable, the county will also use ARPA funds that were obligated before December 31, 2024, and ultimately not expended for an eligible activity as outlined in SLFRF FAQ 17.19 for road and base materials.

The "other party" shall be responsible for monitoring and managing the completion of all remaining tasks, ensuring that all work is performed, proper documentation is provided, and does not exceed the available budget.

(2) All other terms of the parties' MOU shall remain in full force and effect.

(3) In the event of any conflict between the terms of this Amendment No. 1 and the MOU, the terms of this Amendment No. 1 shall control.

(4) The laws of the State of Texas shall control this Amendment.

(5) This Amendment can only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed the day and year aforesaid.

FREESTONE COUNTY

BY: _____
LLOYD LANE, FREESTONE COUNTY JUDGE

Date: _____

ATTEST:

BY: Renee Gregory
RENEE GREGORY, COUNTY CLERK

Date: Sept. 2, 2026

FREESTONE COUNTY OFFICE OF PRECINCT 4 COMMISSIONER

By: _____

Name: _____

Title: Freestone County Commis

Date: _____

ATTEST:

By: _____

Name: _____

Title: PCT 4

Date: _____

APPROVED AS TO FORM AND EXECUTION

COMMISSIONERS COURT FREESTONE COUNTY, TEXAS

FILED FOR RECORD
At 9 ,o'clock A M

SEP 0 2 2026

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By Renee Gregory

COUNTY COUNSEL

MOU AMENDMENT

ARPA funding increased from 332,392.67 to $378,111.86

V. TERMS OF AGREEMENT

a. Term. No change
b. Amendment. Exercised
c. Schedule & Scope. No Change

"A"