

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND URSA DYNAMICS LLC FOR SERVICES REGARDING THE DISSEMINATION OF INFORMATION RELATED TO THE CREATION OF A COUNTY ASSISTANCE DISTRICT

This Agreement for consulting services (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), and Ursa Dynamics, LLC (“Contractor”), a Texas limited liability company, with its principal place of business at 5010 Mimosa Lane, Richmond, Texas 77406 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the County called an election for the establishment of a County Assistance District (“CAD”) in the November 4, 2025 election;

WHEREAS, Ursa Dynamics, LLC has specialized expertise in providing and creating informational resources and disseminating information to a broad population, and desires to perform such services for the County;

WHEREAS, the County wishes to engage the information services of the Contractor to provide nonbiased information to the general public of Waller County concerning the potential establishment of a CAD (the “Project”);

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to performance of the Agreement; and

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further mutually agree as follows:

1. **AGREEMENT**

1. **Services to be Performed:** Contractor shall perform the services in connection with the Project as set forth below, and the County agrees to pay the fees as set forth herein as full and final compensation for all services performed under this Agreement. Contractor represents that it has special expertise in the services contemplated by this Agreement, and shall perform said services to the appropriate local, regional, and national professional standards. Contractor shall provide the services as further described in Exhibit A for creating and disseminating information resources concerning the creation of

a CAD in Waller County, Texas.

2. Character and Extent of Services: The scope of the services includes the following:

- a. Creating and disseminating nonbiased informational resources concerning the creation of a CAD in Waller County as described in this Agreement and in Exhibit A;
- b. Contractor shall be responsible for the quality, technical accuracy, timely completion, and coordination of all deliverables, and other services furnished by Contractor under this Agreement, and the County may rely upon the Contractor in the performance of the services; and
- c. It is agreed and understood that this Agreement contemplates the full and complete services for the Project, including changes necessary to complete the Project as outlined herein. The Contractor acknowledges by the execution of this Agreement that all contingencies known to the Contractor at the date of this Agreement, as may be deemed necessary and proper to complete the services, have been included in the fee stated herein. Nothing contained herein shall be construed as authorizing additional fees for services necessary for the successful completion of the Project.

3. Time for Completion: All services, deliverables, and other data are to be completed and delivered to the County prior to the November 4, 2025 election. No extensions of time will be granted.

4. Components: The County shall have the right to determine, in its sole discretion and without penalty, whether or not to proceed with any component described in Exhibit A. Payment will be made for services actually rendered in accordance with Section 3.3.

5. Exhibits: Exhibit A is attached hereto, and incorporated by reference as if it were fully set forth herein for all purposes.

6. Order of Precedence: In the event of a conflict between the Agreement and Exhibit A, the Agreement shall control.

2. **DESIGNATED REPRESENTATIVES**

1. County's Designated Representative: The County designates the Director of Policy and Administration as the Designated Representative with regard to the services performed under this Agreement.

2. Contractor's Designated Representative: Contractor designates **NAME** as its Designated Representative with regard to the services performed under this Agreement.

3. Changes to Designated Representative: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

3. **PAYMENT FOR SERVICES**

1. Total Fee: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor for services actually performed, a fee, not to exceed sixty thousand dollars (\$60,000) as stated in Exhibit A.
2. Invoices: Contractor shall invoice the County for services actually performed, as the services are rendered.
3. Payment for Services Rendered: The County will pay for services actually rendered in accordance with Texas Government Code Chapter 2251, subject to Section 3.4, 3.5, and 3.6. The County shall not pay for services that have not actually been rendered.
4. Limitations: Nothing contained in this Agreement is intended to require the County to pay for any work that is unsatisfactory as solely determined by the County, or which is not submitted in compliance with the terms of this Agreement. The County shall not make payments to Contractor if Contractor is in default under this Agreement.
5. Right to Withhold Payment: The County may withhold payment to Contractor for the following reasons:
 - a. The County has reasonable grounds for believing that Contractor will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance.
 - b. A claim exists or will exist against the Contractor or the County arising out of the negligence of the Contractor.
 - c. The Contractor fails to comply with any provision of the Agreement.
6. Withheld Payments: Any payment withheld may be retained by the County for a period of time as it may deem advisable to protect the County against any loss, and may, after written notice to the Contractor, be applied to the satisfaction of any claim described herein. No interest shall be payable by County for any amounts withheld under Section 3.5. The right to withhold payment is not intended in any way to prejudice any other right of the County.
4. **CONTRACTOR'S OBLIGATIONS**
 1. Time for Performance: Contractor shall begin the performance of the services as specified herein immediately upon execution of the Agreement. Time is of the essence in the performance of this Agreement.
 2. Contractor's Performance: Contractor, and its employees or associates, shall perform all the services under this Agreement in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by those currently performing the services under the same or similar circumstances. Contractor represents that all of its employees or associates who perform services under this Agreement shall be qualified and competent to perform the services described in Exhibit A.

3. Coordination with the County: The Contractor shall be available for conferences with the County on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the County to maintain maximum efficiency.
4. Educational Information: The Contractor shall create and disseminate informational resources concerning a Waller County CAD that is educational in nature. None of the information provided shall advocate for or against the creation of a CAD.
5. Approval Before Release: The Contractor shall not release any information, media, document, or other thing unless the release has been approved in writing by the County's Designated Representative.
6. Timely Notice: In the event the Contractor determines or reasonably anticipates that any portion of the work cannot be completed in a timely fashion or before a specified completion date, the Contractor shall promptly notify the County's Designated Representative.
7. Revisions: If revisions are necessary for any services, deliverables, or other data because of Contractor's error or omission, Contractor shall make such revisions at no additional cost to the County, and in a timeframe directed by the County.
8. Associated Costs: Contractor shall be responsible for any cost associated with implementing this Agreement.
9. Qualified Personnel: Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.

5. TERM AND TERMINATION

1. Agreement Term: The term of this Agreement shall begin upon the Effective Date, and end on November 4, 2025, unless either Party terminates this Agreement in accordance with its terms.
2. Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
3. Termination for Failure to Perform: The County may terminate this Agreement if the Contractor fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the County. Contractor shall be responsible for any expenses it incurs after the date of termination.
4. Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.
5. Termination for Cause or Convenience: The County may terminate this Agreement for

cause or convenience and without penalty by providing written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. The Agreement will continue in force during the 10 day notice period.

6. Notice of Termination: The terminating Party shall provide 10 days written notice of termination to the other Party as provided in Section 17.17.
7. Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for ten (10) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the tenth (10th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
8. Contractor's Responsibilities Upon Termination: Upon written notice of termination, whether for cause or convenience, Contractor shall immediately discontinue all services, and Contractor shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities, or materials in connection with this Agreement. Contractor shall also immediately deliver to County all completed or partially completed drawings, documents, deliverables, and other material prepared under this Agreement, which County, its employees, agents, or contractors may use without restraint for the completion of the Project. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement showing in detail the services performed under the Agreement, but not already paid for. The County shall pay the Contractor for the services already rendered prior to notice of termination to the extent that they are approved by the County.

6. **DOCUMENT OWNERSHIP**

1. Document Ownership: Upon completion of the services and receipt of payment in full, the Project deliverables, plans, media, and other documents or instruments prepared or assembled by Contractor under this Agreement shall become the sole property of the County, and shall be delivered to the County without restriction on future use.

7. **NO EXCLUSION**

1. No Exclusion: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

8. **RECORDS AND AUDITS**

1. Records and Audits: The County shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits.

9. **FAMILIARITY WITH PROJECT**

1. Familiarity with Project: Contractor represents that, prior to executing this Agreement,

Contractor was and is thoroughly acquainted with all matters relating to the Project and performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County.

10. **LIMITATION OF LIABILITY**

1. **Limitation of Liability:** The County shall not be liable under any theory of recovery, **INCLUDING NEGLIGENCE**, for any damages arising out of or pertaining to Contractor's performance of this Agreement, or the products or services provided by Contractor under this Agreement.

11. **PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.**

1. **Permits; Compliance with Laws and Regulations:** Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to commencing the services. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

12. **INDEPENDENT CONTRACTOR.**

1. **Independent Contractor:** In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

13. **INDEMNITY.**

1. **INDEMNITY:** CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO

ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. NO DAMAGES FOR DELAYS

1. No Damages for Delays: Notwithstanding any other provision of this Agreement, the Contractor shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

15. INSURANCE REQUIREMENTS

1. Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Ursa Dynamics, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:
 - a. Workers Compensation in accordance with the laws of the State of Texas.
 - b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
 - d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
2. Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
3. Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
4. No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
5. No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the term of the Agreement.

16. ASSIGNMENT

1. Assignment. Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

17. MISCELLANEOUS PROVISIONS

1. Jurisdiction and Venue. This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
2. Right of Review. The County may review any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.
3. No Subcontractors. Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
4. No Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
5. Severability. If any provision of this agreement is invalid, illegal, or unenforceable under

any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

6. Entire Agreement. This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
7. Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
8. Tax Exempt. The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
9. No Arbitration. A dispute arising under this Agreement shall not be subject to arbitration.
10. Waiver of Subrogation. Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
11. No Third-Party Beneficiaries. This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
12. Authority to Sign. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
13. Recitals: The recitals are incorporated into this Agreement.
14. Conflicts of Interest: By signature on this Agreement, the Contractor acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project, and business relationship with abutting property owners. Contractor further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under the Agreement.
15. Confidentiality. The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must

be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

16. Publicity: Contact with citizens of Waller County, media outlets, or other governmental agencies shall be the sole responsibility of the County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of the Services under this Agreement unless the Contractor obtains the express, prior written approval of the County, or is required to do so by law.
17. Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County

To Contractor:

Attn: Waller County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

Attn: **NAME**
5010 Mimosa Lane
Richmond, Texas 77406

18. Non-excluded Company: Contractor hereby verifies that neither it, nor any parent company, wholly owned subsidiary, majority-owned subsidiary, or affiliate, unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

[Signature Page Follows]

COUNTY

CONTRACTOR

Carbett “Trey” Duhon, III
Waller County Judge

Date: _____



Gary Evans
President
URSA Dynamics

Date: 08/18/2025

Exhibit A

PROPOSAL

WALLER COUNTY CAD ELECTION

URSA DYNAMICS



OUR STORY

At URSA Dynamics, we believe in the power of informed communities. Our mission is to help organizations communicate with clarity, transparency, and purpose. We focus on building trust through facts and empowering people to engage with the systems that shape their everyday lives.

We support local governments, nonprofits, and civic institutions in delivering strategic outreach that reflects the needs and values of the people they serve. Whether the goal is public education, community awareness, or increased participation, our work is driven by service, integrity, and a deep respect for civic engagement.

Our team includes strategists, creatives, and technologists who understand the importance of clear messaging in today's fast-moving information environment. We do not take a one-size-fits-all approach. Every campaign is built from the ground up to match the goals, tone, and audience of each client and initiative.

From social media and video to print and digital outreach, we help organizations connect with their communities in meaningful ways. This work is not just about communication. It is about helping communities stay informed, engaged, and prepared to shape their future.



URSA DYNAMICS

OVERVIEW

Waller County is preparing for a Central Appraisal District (CAD) election in November 2025, marking a significant moment in the county's evolving governance structure. With continued residential and commercial growth, the need for clear, accessible public information has never been greater.

Between 2020 and 2024, Waller County has seen consistent development across both rural and urban areas. As new subdivisions expand and investment increases, many residents are encountering topics like the CAD election for the first time. Ensuring that voters understand what the CAD is, how it affects property appraisals, and why the election matters is key to supporting informed participation.

To assist with this effort, Waller County has partnered with URSA Dynamics to lead a public education campaign focused on broad, factual awareness. This initiative will include social media outreach, streaming advertisements, printed mailers, educational video content, and direct text communications. All messaging will remain strictly nonpartisan and will not promote any position for or against the election itself.

Our role is to ensure every eligible voter in Waller County has access to the information they need to make confident, informed decisions in the upcoming CAD election. Through clear communication and thoughtful engagement, this campaign aims to reach residents where they are: online, at home, and in their communities.

GOAL

Increase public awareness of the upcoming Waller County Central Appraisal District (CAD) election by building trust through transparent, educational messaging. The campaign will focus on providing residents with accurate, accessible information that helps them understand what the CAD is, how it impacts them, and why participation in the election process matters.

SOLUTION

URSA Dynamics will deliver a comprehensive, education-focused marketing strategy to support Waller County's efforts to inform the public about the upcoming Central Appraisal District (CAD) election in November 2025. This campaign will focus on clear, accessible messaging that helps residents understand the role of the CAD, the purpose of the election, and how the process works.

Our team will develop a consistent visual identity and creative direction that aligns with the county's official communications. This branding will ensure materials are professional, trustworthy, and easily recognized across platforms. We will design and launch a centralized website that serves as a public information hub. The site will explain what the CAD does, how it affects property appraisals, and how residents can participate in the electoral process. It will be mobile-friendly, ADA-compliant, SEO-optimized, and easy to update as new content becomes available.

On social media, URSA Dynamics will manage official accounts and publish regular content on Facebook and Instagram. URSA Dynamics will then run advertisements to promote the content. These posts will focus on educational graphics, short videos, and updates that explain the CAD's role in plain language.

We will also run a paid streaming media campaign using ad placements on platforms such as YouTube, Hulu, and other over-the-top (OTT) streaming services. These media buys will target Waller County households with engaging, nonpartisan video content to ensure the message reaches a wide and diverse audience.

For direct community outreach, we will design and distribute high-quality printed mailers that clearly explain what the CAD is and how the election process works. These mail pieces will be targeted by geography and household type to ensure they reach the intended audience in a timely and effective manner.

In addition, URSA Dynamics will implement a text messaging campaign to deliver timely election reminders and links to educational resources.

From design to delivery, URSA Dynamics will support the county in building a well-informed voter base through clear, consistent, and factual engagement across all communication channels.

COMPONENTS

VISUAL IDENTITY AND BRANDING

We will create a consistent, professional visual identity for the campaign that aligns with Waller County's official tone. This includes logos, color palettes, and design templates used across print, web, and digital channels to build trust and recognition.

EDUCATIONAL WEBSITE DEVELOPMENT

A public-facing website will serve as the central hub for information about the CAD and the upcoming election. It will be mobile-friendly, ADA-compliant, and SEO-optimized, making it easy for residents to access accurate, nonpartisan educational content.

SOCIAL MEDIA MANAGEMENT

We will manage official Facebook and Instagram accounts, posting regularly to educate the public on the role of the CAD and the importance of civic participation. Content will include graphics, videos, and simplified explanations tailored to a broad audience.

SOCIAL MEDIA ADVERTISING CAMPAIGN

Paid social media ads will be used to expand reach across Waller County. These ads will promote educational content about the CAD election, targeting specific geographic and demographic segments to ensure residents are informed and engaged ahead of Election Day.



COMPONENTS

STREAMING MEDIA ADVERTISING (MEDIA BUYS)

Educational video content will be promoted through streaming platforms like YouTube, Hulu, and OTT services. These ad placements will reach residents during their regular media consumption, using geotargeting and age-based segmentation to maximize visibility.

PRINT (DIRECT MAIL)

High-quality printed mailers will be designed and distributed to households across Waller County. These pieces will explain the purpose of the CAD and provide details about the upcoming election using clear, accessible, and unbiased language.

TEXT MESSAGING CAMPAIGN

SMS messages will be sent to Waller County residents with educational reminders about the election, including key dates and links to resources. Messaging will be compliant, concise, and designed to increase public understanding without promoting any particular outcome.

INVESTMENT

BASED ON WALLER COUNTIES 40,000+ REGISTERED VOTERS

SOCIAL MEDIA MANAGEMENT	\$1,200
VIDEO CREATION	\$2,000
BRANDING	\$2,500
EDUCATIONAL WEBSITE.	\$3,500
TOTAL	\$9,200

OPTIONAL

RECOMENDED MEDIA AD SPEND	\$35,000
DIRECT MAIL/POSTAGE (28,000 HH).	\$14,000*
SMS	\$0.04 per

SMS Intentionally deleted.

*ESTIMATED POSTAGE AND PRINTING, RATES WILL VARY,