

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

Call to Order and Announce Quorum

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____ - ____ - ____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by: \_\_\_\_\_

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

General Announcements

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____ - ____ - ____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by:

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

Public Comments (on Agenda items only)

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____ - ____ - ____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by:

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

DATE OF AGENDA: **Wednesday July 1st, 2026 at 9am** – Regular meeting

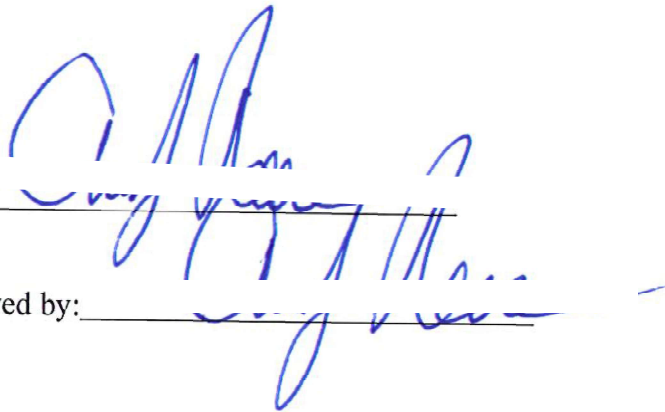
NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

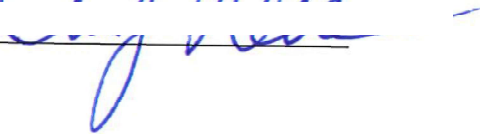
SUBJECT DESCRIPTION:

**Consider and take appropriate action approving acceptance of an engagement letter with the Sledge Law Group, PLLC for joint legal services in the creation of a regional groundwater conservation district and authorizing the County Judge to sign all related documents.**

SIGNATURE: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'Andy Reese', is written over a horizontal line. The signature is stylized and cursive.

Reviewed and approved by: \_\_\_\_\_

A second handwritten signature in blue ink, similar to the first, is written over a horizontal line.

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

DATE OF AGENDA: **Wednesday July 1st, 2026 at 9am** – Regular meeting

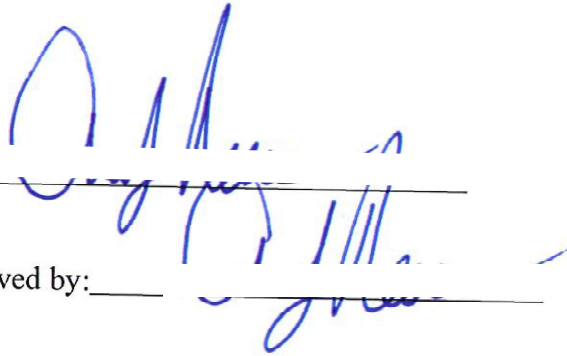
NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

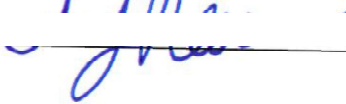
SUBJECT DESCRIPTION:

**Discuss and Consider appointment of Angelia Bell Williams to the Van Zandt County Historical Commission**

SIGNATURE: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'Andy Reese', written over a horizontal line.

Reviewed and approved by: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'Andy Reese', written over a horizontal line.



**Van Zandt County Historical Commission**  
**P.O. Box 251**  
**Canton, Texas 75103**

Chairman: Elvis Allen  
Vice Chairman: Cindy Cooper  
Treasurer: Lisa Mays-Gonzalez  
Secretary: Sherrie Archer

June 19, 2026

Hon. Andy Reese  
Van Zandt County Commissioners Court  
121 East Dallas Street  
Canton, Texas 75103

Re: Recommendation for Appointment of Angelia Bell Williams to the Van Zandt County Historical Commission

Dear Judge Reese and Commissioners:

On behalf of the Van Zandt County Historical Commission, I recommend that the Van Zandt County Commissioners Court appoint Angelia Bell Williams as a member of the Van Zandt County Historical Commission. This recommendation is made for the purpose of filling an existing vacancy on the Commission.

Ms. Williams has the interest in historic preservation and an understanding of local history and resources that would make her a valuable addition to the Commission. I believe she would contribute meaningfully to our mission of preserving, protecting, and promoting the history and heritage of Van Zandt County.

Accordingly, the Van Zandt County Historical Commission respectfully requests that the Commissioners Court consider and approve the appointment of Angelia Bell Williams to serve as a member of the Commission.

Thank you for your consideration of this recommendation and for your continued support of historic preservation efforts in Van Zandt County.

Sincerely,

Elvis Allen  
Chairman

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

DATE OF AGENDA: ~~Wednesday June 17th~~ <sup>July 1st</sup>, 2026 at 9am – Regular meeting

NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

SUBJECT DESCRIPTION:

**Discuss and consider selecting a scoring/evaluation committee for RFQ 26-01 for Architectural Services for Van Zandt County Courthouse Annex**

SIGNATURE: \_\_\_\_\_

*[Handwritten signature]*

Reviewed and approved by: \_\_\_\_\_

*[Handwritten signature]* 6/24/26

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

DATE OF AGENDA: **Wednesday July 1st, 2026 at 9am** – Regular meeting

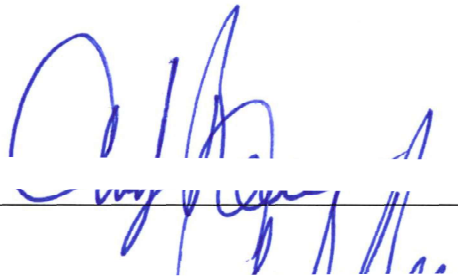
NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

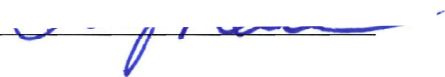
SUBJECT DESCRIPTION:

**Discuss and Consider the approval of the selection of the Grievance Committee per Texas Local Government Code Sec 152.015.**

SIGNATURE: \_\_\_\_\_


A handwritten signature in blue ink, appearing to be 'Andy Reese', written over a horizontal line.

Reviewed and approved by: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'Andy Reese', written over a horizontal line.

## SALARY GRIEVANCE COMMITTEE

THIS PUBLICATION IS A RESEARCH TOOL AND NOT THE COUNSEL OF AN ATTORNEY. THIS PUBLICATION IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY. It is provided without warranty of any kind and, as with any research tool, should be double checked against relevant statutes, case law, attorney general opinions and advice of legal counsel e.g., your county attorney. Any question should be directed to competent legal counsel for a written opinion.

The  symbol indicates sections that have been updated since the previous publication.

### INTRODUCTION

Chapter 152 of the Local Government Code creates a salary grievance process for elected county and precinct officials to challenge their salaries, expenses, and allowances as set out in the proposed budget. Under Section 152.013 of the Local Government Code, notice must be published in a newspaper of general circulation in the county at least 10 days prior to any meeting at which proposed increases in salaries, expenses or allowances will be discussed. Written notice must also be provided to each elected county and precinct officer detailing the salary and personal expenses to be included in the budget. An elected county or precinct officer who disagrees with the salary or personal expenses provided in the proposed budget may request a hearing before the salary grievance committee before the budget's final approval.<sup>1</sup>

The nine-member salary grievance committee generally consists of the county judge, sheriff, tax assessor-collector, treasurer, county clerk, district clerk, county attorney or criminal district attorney, and the number of members of the public necessary to provide nine voting members. The county judge is chair of the committee but is not entitled to vote. As an alternative, the commissioners court may vote to have the committee consist of nine public members, which is also chaired by the county judge.<sup>2</sup>

The public members of the committee are selected at a meeting of the commissioners court at any time but no later than the 15<sup>th</sup> day after a hearing request has been made. The

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<sup>1</sup> Tex. Local Gov't Code §152.016

<sup>2</sup> Tex. Local Gov't Code §152.014

public members may be selected by one of two distinct processes, as directed by the commissioners court.<sup>3</sup>

Under one process, the county clerk places the names of each person who served on a grand jury during the preceding calendar year on separate slips of paper. At the meeting, the slips are placed in a container, and the county judge draws the appropriate number of names to select the public members of the salary grievance committee. The county judge may repeat the process and draw for a list of alternates.<sup>4</sup>

Alternatively, the commissioners court may direct the county clerk to use a computer to generate a randomized list of names of all persons who served on a grand jury during the preceding calendar year. The commissioners court must adopt the randomized list; enter the list into the minutes of the meeting; and select, in the order of the list, the necessary number of public members and alternates.<sup>5</sup>

Public member vacancies are filled for the unexpired term by appointment from the list of alternates. If there is no alternates list or the list has been exhausted, replacements are selected from the remaining names not already selected, in the same manner as the vacating member.<sup>6</sup>

Public members of the committee serve until the later of the end of the fiscal year in which the person was appointed or the time the committee takes a final vote on the last grievance for which a public hearing was held.<sup>7</sup>

**1. May the salary grievance committee recommend an increase for an elected officer who did not request an increase in writing?**

No. Under §152.016 of the Local Government Code, the request for a hearing before the salary grievance committee must be from the elected officer in writing, delivered to the committee chair within five days after the officer receives notice of the salary or expenses, and state the desired salary or expenses. The committee's authority to review the elected officer's salary stems from the written request.<sup>8</sup>

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<sup>3</sup> Tex. Local Gov't Code §152.015

<sup>4</sup> Tex. Local Gov't Code §152.015(b)

<sup>5</sup> Tex. Local Gov't Code §152.015(b-1)

<sup>6</sup> Tex. Local Gov't Code §152.015(d)

<sup>7</sup> Tex. Local Gov't Code §152.015(c)

<sup>8</sup> Tex. Att'y Gen. Op. No. JH-1238 (1978)

2. **What recourse does an elected official have if he or she did not receive the proper notice of a proposed change in salary and the deadline to challenge the salary change has passed?**

If the commissioners court fails to give the appropriate written notice to elected officials of a proposed reduction in salary before adopting the final budget, the officials' salaries remain fixed at the prior year's amount.<sup>9</sup> If the county attempted to enforce the adopted lower salary, the aggrieved public officials could file a mandamus action to compel the county to pay them the higher salary.

3. **Do non-elected county employees have access to the salary grievance process?**

No. The salary grievance committee process is specifically for elected county and precinct officials.<sup>10</sup>

4. **Is the salary grievance committee subject to the Open Meetings Act?**

Yes. The committee has rule-making or quasi-judicial authority and therefore is a governmental body under the Act. Action taken at a meeting that is not properly noticed is voidable.<sup>11</sup>

5. **May the salary grievance committee meet in closed session?**

No. There are no provisions for the committee to meet other than in open session. Any votes or actions taken in closed session would be voidable.<sup>12</sup>

6. **May the salary grievance committee recommend a pay increase to an elected official greater than the one requested by the official?**

Yes. Under §152.016(c), Local Government Code, if six or more of the members vote to recommend an increase in salary or personal expenses, the committee submits its recommendation to the commissioners court in writing.

If six to eight members of the committee vote to recommend an increase, the commissioners court shall **consider** the recommendation at its next meeting.

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<sup>9</sup> Tex. Att'y Gen. Op. No. GA-0620 (2008)

<sup>10</sup> Tex. Att'y Gen. Op. No. JH-1238 (1978)

<sup>11</sup> Tex. Att'y Gen. Op. No. JH-1281 (1978)

<sup>12</sup> Tex. Att'y Gen. Op. No. JM-1007 (1989)

If all nine members of the committee vote to recommend the increase and sign the recommendation, the commissioners court shall **include** the increase in the budget before the budget is filed and the increase takes effect in the next budget year.

The committee is not limited to the officer's request in making its determination.<sup>13</sup>

**7. Is the county required to publish notice of the salary increase for a county judge when the increase is a result of a state supplement?**

No. The notice is not required because the supplemental increase in the judge's salary is not an act of the commissioners court.<sup>14</sup>

**8. May a member of the salary grievance committee vote on his or her grievance?**

Yes. Members of the committee are not barred from voting on their own salary by Chapter 171, Local Government Code.<sup>15</sup>

**9. Are public members of the salary grievance committee paid for their services?**

No. Although the public members are pulled from the grand jury list, there is no provision under law for them to be paid in the same manner as grand jurors.<sup>16</sup>

**10. May an elected official appeal the decision and request a second meeting of the committee if dissatisfied with the result of the first meeting?**

No. An elected official is entitled to one appeal per budget cycle. Once finalized, the officer's next opportunity to request a salary review will be the next budgetary cycle.<sup>17</sup>

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<sup>13</sup> Tex. Att'y Gen. Op. No. MW-366 (1981)

<sup>14</sup> Tex. Att'y Gen. Op. No. GA-0426 (2006)

<sup>15</sup> Tex. Att'y Gen. LO-98-097 (1998)

<sup>16</sup> Tex. Att'y Gen. Op. No. MW-0309 (1981)

<sup>17</sup> Tex. Att'y Gen. Op. No. MW-0309 (1981)

**11. May the salary grievance committee meet after the beginning of the new fiscal year?**

No. The committee is intended to work during the regular budget process between the filing of the proposed budget with the county clerk and the adoption of the final budget by the commissioners court. The committee may not meet after the adoption of the final budget.<sup>18</sup>

**12. May the salary grievance committee set general policy for county salaries?**

No. The committee only has authority to review the salaries or personal expenses of county or precinct officers. It may not set policy or add new items to the budget.<sup>19</sup>

**13. If the county passes a final budget without providing the statutory notice of a salary change to the impacted elected officials, what is the effect on the salary?**

The individual notice is mandatory. If the commissioners court fails to provide the required notice, the officeholder's salary remains fixed at the prior year's amount. This is the case whether the final budget would have increased or decreased the officer's salary.<sup>20</sup>

**14. May the salary grievance committee meet without every member present?**

Yes. There is no requirement for each member to be present at the meeting in order for the salary grievance committee's actions to be valid. The attorney general has addressed in two opinions the absence of the county judge and a member who attempted to participate by telephone. In both instances, the absence was held not to affect the validity of the meeting.<sup>21 22</sup>

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<sup>18</sup> Tex. Att'y Gen. Op. No. DM-0405 (1996)

<sup>19</sup> Tex. Local Gov't Code §152.016(d)

<sup>20</sup> Tex. Att'y Gen. Op. No. GA-0620 (2008)

<sup>21</sup> Tex. Att'y Gen. Op. No. JM-1007 (1989)

<sup>22</sup> Tex. Att'y Gen. LO-94-031 (1994)

**15. May members of the salary grievance committee be compelled to attend its meetings?**

There is no provision in the law that suggests members of the salary grievance committee may be compelled to attend a meeting. If a county or precinct officer wishes to have the committee unanimously approve his or her salary request, the officer should encourage all members of the committee to attend the meeting.

**16. Section 152.017 of the Local Government Code provides that the salary grievance procedure does not apply to a judge of a court of record or to a presiding judge of a commissioners court in a county with a population of 3.3 million or more. Does a county judge in a county with a smaller population have recourse to the salary grievance procedure despite the fact that he or she presides over a court of record?**

Yes. In reviewing the predecessor statute to §152.017, the attorney general determined that in addition to serving as the presiding judge of the county court (which is a court of record), the county judge also serves as the presiding judge of the commissioners court. The salary grievance procedure is applicable to the county judge in the latter role.<sup>23</sup>

**17. If a commissioners court removes salary increases for county officials at the final budget hearing, do elected officials have recourse to the salary grievance process?**

In Tex. Att’y Gen. Op. No. GA-0929 (2012), the attorney general determined that removing a proposed salary increase at the final budget hearing without giving additional notice to elected officials and allowing them a chance to seek redress from the salary grievance committee renders impossible the requirements of §152.016, Local Government Code. Once the budget is final, there is no authorization for the salary grievance committee to meet. An aggrieved elected official could seek judicial review of the commissioners court’s action.

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<sup>23</sup> Tex. Att’y Gen. Op. No. MW-0110 (1979)

**18. May a county fax notice of the proposed salary to the elected officials? What if an elected official does not receive the notice?**

Yes, the salary notice may be faxed to comply with §152.013 of the Local Government Code, which requires each elected county and precinct officer to be notified of the officer's salary and personal expenses in the proposed budget. If the notice is not immediately received by the official, the five day period to submit a grievance begins on the date the notice is actually received.<sup>24</sup>

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<sup>24</sup> Tex. Att'y Gen. Op. No. JC-0471 (2002)

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: July 1, 2026

NAME: Bobby Phillips

TELEPHONE OR EMAIL CONTACT: 903-567-2166

SUBJECT DESCRIPTION:

Discuss and consider (1) 6 month lease agreement and payment concerning belly dump trailer from Brazos Trailers for Precinct 3

AGENDA DESCRIPTION (using appropriate agenda wording):

Discuss and consider (1) 6 month lease agreement and payment concerning belly dump trailer from Brazos Trailers for Precinct 3

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	(Line Item ____ - ____ - ____)
Amount Budgeted	\$ _____	
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by: \_\_\_\_\_

**CERTIFICATE OF EXEMPTION FROM FEDERAL EXCISE TAX**

<i>Name of Purchaser, firm or agency</i>	<i>Doing Business As</i>
<i>Billina Street Address</i>	<i>City</i> <i>State</i> <i>Zip</i>

The undersigned represents that he/she is authorized to execute this certificate and hereby claims exemption from taxes imposed by Section 4251 of the Internal Revenue Code under the following provisions. (Check the appropriate section and provide required information where applicable)

- Reseller of Communication Services** (Section 4253(e)): It is understood that no tax will be collected by Time Warner Cable and its affiliates on charges for said services, and that it will be the responsibility of the undersigned to collect such as tax as may be due from its customers, and remit payment to the Internal Revenue Service. **FCC 499 ID** \_\_\_\_\_. Includes businesses operating as a (check one):  
 ( ) Competitive Local Exchange Carrier    ( ) Internet Service Provider    ( ) Other [please specify] Telecommunications Provider
- Instrumentality of the United States Government** (Section 4293)
- State / local government, or political subdivision thereof** [e.g., school districts, county offices] (Section 4253 (i))
- Indian tribal government** (Section 4253 (i): Section 7871). For exemption on tribal member’s residence service located on qualified Indian lands, check here  and ***include attestation letter from tribal official.***
- A public International Organization** (Section 4253(c): Section 7701(a)(18))
- An organization created and specifically designated tax exempt by an Act of Congress.** Public Law No. \_\_\_\_\_
- A quasi-governmental organization**, performing the civic function of \_\_\_\_\_: paid from the funds of \_\_\_\_\_ (Name of exempt organization). ***[Attestation letter from exempt organization required.]***
- Ambassadors, Ministers or other Diplomatic Representatives of a foreign government**
- Consular officer of a foreign government** ***[DS-98 from OFM required for each exempt telephone number]***
- Common carrier, telephone and telegraph company, radio and television broadcasting stations and networks**  
 Section 4253(f),IRC), tax imposed by Section 4251 of the code on WATS. **Note:** exemption only applies to WATS, “800” or “888” service used exclusively in the conduct of its business as a (check one):  
 ( ) Common carrier    ( ) Telephone Company    ( ) Telegraph Company    ( ) Radio or Television Broadcasting Station
- Nonprofit Educational Organization** (Section 4253(j)), includes schools operating as an activity of a church or other religious body. This organization claiming exemption has received a determination letter (or ruling) from the IRS qualifying to be exempt from Income Tax under Section 501(a) or Section 501(c)(3). ***[Copy of 501(c) letter required.]***
- Nonprofit Hospital** (Section 4253(h)). This organization claiming exemption has received a determination letter (or ruling) from the IRS qualifying to be exempt from Income Tax under Section 501(a). ***[Copy of 501(c) letter required.]***
- No longer entitled to tax exemption**, effective this date: \_\_\_\_\_

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**Please list accounts (telephone numbers) qualified for exemption. If necessary, list on separate page and attach to certificate.**

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*Sign here:*  
**AUTHORIZED REPRESENTATIVE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**[PRINT NAME]** \_\_\_\_\_ **TITLE** \_\_\_\_\_  
**CONTACT PHONE NUMBER** \_\_\_\_\_ **E-MAIL ADDRESS** \_\_\_\_\_



LESSEE

## INSURANCE REQUIREMENTS

\_ Additional Insured **AND** Loss Payee as:

**Brazos Trailer Manufacturing, LLC**

**P.O. Box 398**

**Edgewood, Texas 75117**

\_ List collateral description:

VIN	YEAR	MAKE	MODEL	INSURED VALUE
	2027	BRAZOS	BELLY DUMP	\$41,350

\_ Certificate needs to include the following coverages:

1. General Auto Liability Insurance coverage of no less than \$500,000.00
2. Physical damage coverage for the trailer at its full replacement value with a **deductible of no more than 5% of the equipment's value**

\_ Certificate must list customer as named insured; **If not, customer MUST be named as Additional Insured**

\_ Certificate needs to state coverage amount

\_ Minimum 30-day cancellation clause with 10-day notice to Loss Payee for non-payment

\_ Expiration Date is at least 30 days after the date of the agreement

\_ Carrier name as well as Broker/Agency Name and address listed on the Insurance Certificate.

\*\*Please forward a CERTIFICATE OF INSURANCE TO EMAIL: [magen.rudolph@brazostrailers.com](mailto:magen.rudolph@brazostrailers.com)



**COMMERCIAL TRAILER LEASE AGREEMENT**

**Lessor:** Brazos Trailer Manufacturing, LLC  
22488 Interstate 20 N Access Rd  
Wills Point, TX 75169  
Phone: (903) 873-8130

**Lessee:** VAN ZANDT COUNTY PRECINCT 3  
121 E DALLAS ST  
CANTON, TX 75103

**Trailer Subject to Lease:**

VIN	Year	Make	Body
	2027	BRAZOS	40' PITBOSS

**Term of Lease (in months):** 6

**Commencement Date:** June 18, 2026

**1. Lease**

Lessor hereby leases to Lessee the Trailer Subject to Lease as described above (the "Trailer") for the Term of the Lease reflected above (the "Term") subject to the following terms, provisions, conditions, and covenants. The Term begins on the Commencement Date and, upon Lessee's acceptance of the Trailer on the Commencement Date, Lessee will be deemed to have agreed that the Trailer is leased "AS IS" and is satisfactory and in good working condition and this Commercial Trailer Lease Agreement (the "Lease") shall become Lessee's ABSOLUTE UNCONDITIONAL OBLIGATION THAT LESSEE CANNOT CANCEL OR TERMINATE except pursuant to the terms and conditions of this Lease.

**2. Monthly Rent Payments**

**Monthly Rent:** \$250.00

**Monthly Taxes:** N/A **Gov't Entity**

**Total Monthly Payment:** \$250.00

**# of Monthly Payments:** 6

**Monthly Due Date:** Lessee will pay to Lessor the total monthly payment within thirty (30) days of receipt of said invoice for the total invoice amount.

**Total Initial Payment:** \$1,500.00

Federal Excise Tax	State Fees	Six Months Payment
--	--	\$4,200.00
Document Fees	Security Deposit	
--	--	

On the Commencement Date, Lessee shall pay the Total Initial Payment to Lessor. Lessee agrees that, other than the Security Deposit, the Total Initial Payment is nonrefundable. Lessee acknowledges and agrees that the Security Deposit will be returned to Lessee upon the termination of the Lease, pursuant to paragraph 16, less any amounts owed by Lessee to Lessor as of the date of termination.

During the Term of the Lease, Lessee shall pay to Lessor at Lessor's address the Total Monthly Payment, subject to applicable adjustments, on the Monthly Due Date.

### **3. Increased Taxes or Charges**

Should any tax or charge imposed by any governmental authority on this transaction, as above shown, increase during the term of the Lease, Lessee agrees to pay Lessor on demand the full amount of any such increased taxes or charges and expressly authorizes Lessor to adjust the Total Monthly Payment amount to account for any such increase.

### **4. Taxes and Fees**

Lessee shall promptly reimburse Lessor for and hold Lessor harmless against all state, federal or other fees, assessments, charges and taxes (including penalties and interest but excluding taxes on Lessor's taxable income) which now or hereafter may be imposed on or with respect to this Lease, the Trailer or amounts payable hereunder.

### **5. Late Payment / Other Charges**

If Lessee fails to pay any amount due under this Lease on the due date, Lessee will pay a late payment fee equal to 15% of the delinquent amount. Lessee also agrees to pay interest on any overdue amount calculated from the due date at the rate of 18% percent per annum or the maximum interest rate permitted by applicable law, whichever is lower.

### **6. Warranties**

The Trailer is leased to Lessee "AS IS." Lessee has selected the Trailer based upon Lessee's own judgment and has not relied upon any representations or statements by Lessor. Lessor is relying upon such disclaimer in entering into the Lease. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DESCRIPTION OF THE TRAILER, EXCEPT AS TO LESSOR'S TITLE TO THE TRAILER. Nothing in this

provision shall be deemed to alter or eliminate the express warranties of the original manufacturer provided, or transferred, to Lessee.

## **7. Title to Trailer**

Title to the Trailer shall be and remain in Lessor at all times during the term of the Lease. Lessee shall not remove from the Trailer, or permit to be removed, any vin number, model, name, or other indicia reflecting ownership. Lessee agrees and acknowledges that this Lease is a “true lease” and not intended as a security agreement.

## **8. Use and Maintenance of Trailer**

Lessee agrees to use the Equipment only in the conduct of its business in a careful and proper manner and only for commercial or business purposes and not for personal, family, household, consumer or agricultural purposes. Lessee shall, at its own cost and expense, keep the Trailer in good working condition during the term of the Lease and shall exercise reasonable care in using the Trailer. Lessee shall surrender the Trailer to Lessor in as good order and condition as it is as of the Commencement Date, reasonable wear and tear resulting from the proper use of the Trailer alone excepted. Lessee shall not make any alterations to the Trailer without the prior written consent of Lessor.

## **9. Insurance**

Lessee will list Brazos Trailers as a certificate holder to the coverage provided by the Texas Association of Counties (TAC) Risk Pool. Said coverage is limited to liability according to the Tort Claims Act, in Chapter 101, Texas Civil Practice and Remedies Code: \$100,000 per person and \$300,000 per occurrence. Lessee will be provided with a Certificate of Liability Coverage from TAC.

## **10. Indemnity**

Lessee shall indemnify Lessor, subject to Section 7, Article XI, of the Texas Constitution and Chapter 101 of the Texas Civil Practice and Remedies Code (Tort Claims Act), against, and hold Lessor harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Trailer, including without limitation the delivery, possession, use, operation, or return of the Trailer.

## **11. Possession of Trailer; Assignment of Lease**

Without the prior written consent of Lessor, Lessee shall not part with the possession of the Trailer, or permit it to be removed from Lessee's possession, or assign this Lease or sublease the Trailer; and Lessee shall keep the Trailer free of all taxes, liens, and encumbrances.

## **12. Inspection by Lessor**

For the purpose of examining and inspecting the condition of the Trailer, Lessor may from time to

time enter any premises in which the Trailer may be located.

### **13. Lessee's Right to Possession**

Lessee shall have the right to retain possession of the Trailer only so long as Lessee shall not be in default under the Lease. Punctuality in the payment of the rent shall be deemed to be the essence of this lease.

### **14. Default by Lessee**

Any of the following is a default under the Lease: (a) failure of Lessee to pay any amount due under or in connection with the Lease to Lessor within 5 days of the date when due; (b) insolvency of Lessee; (c) appointment of a receiver for Lessee; (d) bankruptcy of Lessee; (e) dissolution of Lessee; (f) cessation of Lessee's normal business operations; (g) levy, seizure, impounding or withholding of the Trailer by any other person or entity by any law enforcement official or agency; (h) bulk sale of Lessee's assets; (i) falsity of any representation or warranty made by Lessee or any financial or other information submitted by or on behalf of Lessee to Lessor; (j) change in Lessee's financial condition such that, in Lessor's opinion, the credit risk or other risks of Lessor are increased; (k) a financial institution revokes, refuses to honor, or refuses to renew or extend any letter of credit required by Lessor; (l) Lessee does not have a valid ACH form on file for monthly auto payments, or (m) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement under or in relation to the Lease and fails to cure such breach within 10 days from the date of notice.

### **15. Default Remedies**

If any event of default occurs, Lessor may recover actual and consequential damages, expenses, court costs, and reasonable attorney's fees in relation to the default and proceed with all other remedies afforded in this Lease and under applicable law. If any of the events of default described in subparagraphs 14(a) through 14(h) of the Lease occur, Lessor may, in addition to or together with the foregoing remedies, exercise the other following other remedies: (a) accelerate the entire remaining rental balance payable under the Lease as immediately due and owing; (b) take possession of, or render unusable, the Trailer, wherever located, without demand or notice, without court order or other legal process and without liability to Lessee for any resulting damages; (c) resort to legal process and remedies to take possession of the Trailer, wherever located, without liability to Lessee for any resulting damages; (d) proceed to court action to enforce performance by Lessee under the Lease and/or recover damages relating to the Lease, including, without limitation, the entire remaining rental balance and other sums due and owing under the Lease; (e) terminate any other agreement Lessee may have with Lessor; or (f) exercise any other legal or equitable remedy available under applicable law. Lessor shall not under any circumstances be obligated to avail itself of any remedy for any default. Resort to one or more remedy shall not be a waiver of or an election of remedies to the exclusion of any other remedies provided in the Lease or otherwise available under applicable law or in equity. The Lessor is not required to recover or accept surrender of the Trailer.

### **16. Termination of Lease**

This Lease shall terminate upon the earlier of: (a) the written agreement of the parties, or (b) the return of the Trailer to Lessor pursuant to the terms of this Lease after expiration of the Term and absent an event of default.

#### **17. Return of Trailer**

On termination, or upon demand following an event of default, Lessee shall, at its expense, return the Trailer to Lessor at an address specified by Lessor. Unless Lessee (a) notifies Lessor in writing sixty (60) days prior to the scheduled expiration of the Term that Lessee will purchase the Trailer (which such notice shall be irrevocable) and do so or (b) Lessee promptly returns the Trailer upon the expiration of the Term, the Term will continue on a month to month basis and Lessee shall pay rent at 50% of the Total Monthly Payment until Lessee returns the Trailer or exercises the purchase option. Lessor does not waive any other rights under law with respect to Lessee's failure to notify Lessor or to return the Trailer.

#### **18. Authorization**

The person signing below on behalf of Lessee individually and in his/her capacity as an officer or agent of the Lessee represents and warrants that the Lease is executed in the ordinary course of business of the Lessee and that he or she has the legal right, power and authority to sign this Lease on behalf of Lessee.

#### **19. Effect of Waiver**

No delay or omission to exercise any right, power, or remedy accruing to Lessor on any breach or default by Lessee under this lease shall impair any such right, power, or remedy of Lessor, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence in such breach or default, or of any similar breach or default occurring thereafter; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind or character on the part of Lessor of any breach or default under this lease, or any waiver on the part of Lessor of any term, provisions, condition, or covenant of this lease, must be in writing, and shall be effective only to the extent in such writing specifically set forth. All remedies, either under this lease or by law, or otherwise afforded to Lessor, shall be cumulative and not alternative.

#### **20. Attorneys' Fees**

In the event of any action filed in relation to Lessee's default under the Lease or Lessee's breach of any obligation under the Lease, Lessee, in addition to all other sums that Lessee might be called on to pay, will pay to Lessor a reasonable sum for Lessor's attorneys' fees.

#### **21. Applicable Law**

This lease shall be governed by and construed under the laws of the State of Texas.

**22. Lease as Entire Agreement; Severability**

This Lease embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this agreement or by other written agreement between the parties. If any provision in this agreement is invalid, it shall be considered deleted from this Lease, and shall not invalidate the remaining provisions of this Lease.

**23. Execution of Lease**

This lease is not binding until executed by a proper officer of Lessor and until the receipt and acceptance of the Total Initial Payment provided for under this Lease. This Lease may be executed electronically or by facsimile.

**24. Manner of Giving Notice**

Any notice to be given under this Lease shall be mailed to the party to be notified at the address set forth in this Lease, by registered or certified mail with postage prepaid, and shall be deemed given when so mailed.

**25. Boycott Isreal**

Brazos Trailer Manufacturing, LLC verifies that it does not boycott Isreal and will not boycott Isreal during the term of this contract. The term “boycott Isreal” is defined by Texas Government Code Section 808.001, effective September 1, 2017. Brazos Trailer Manufacturing, LLC further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**LESSOR:**

**Brazos Trailer Manufacturing, LLC**

*M M - ( ) i n n*

By: *Wagen Rudolph*  
Title: *Finance Manager*  
Date: *6/18/24*

**LESSEE:**

Van Zandt County Precinct 3

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

DATE OF AGENDA: **Wednesday July 1st, 2026 at 9am** – Regular meeting

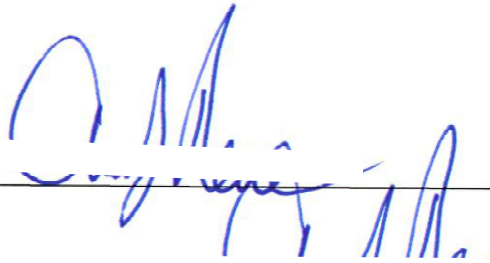
NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

SUBJECT DESCRIPTION:

**Discuss and Consider authorizing the County Judge to sign the Rural Ambulance Service Grant Program Award #IA-000003160 for a grant amount of \$350,000 to be used toward the purchase of an ambulance.**

SIGNATURE: \_\_\_\_\_



Reviewed and approved by: \_\_\_\_\_

6/24/26

**GRANT AGREEMENT**  
**Rural Ambulance Service Grant Program**  
**Award # IA-0000003160**

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("CPA") and Van Zandt County ("Grantee"), located at 121 E Dallas St, room 206, Canton, Texas, 75103. For purposes of this Agreement, CPA and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

**I. Background**

The 89th Texas Legislature (Regular Session) passed House Bill 3000, which establishes a grant program to provide financial assistance to qualified ambulance service providers in certain rural counties (the "Program"). House Bill 3000 added Section 130.914 to the Local Government Code, under which CPA has authority to establish and administer the Program and provide financial assistance to qualified applicants.

Grantee timely applied for a grant, and CPA has reviewed and approved Grantee's application. Grantee further warrants that it is eligible to participate in the Program.

The Parties desire to set forth their mutual expectations and obligations for participation in the Program, and in consideration of Grantee's compliance with all requirements of this Agreement, CPA awards this Agreement to Grantee and the Parties do hereby represent, covenant, and agree as follows:

**II. Authority**

This Agreement is entered into pursuant to the authority granted in Section 130.914 of the Local Government Code, and is funded by state funds appropriated by the state legislature.

**III. Grant**

In consideration of the various obligations to be undertaken by Grantee, CPA awards Grantee the amount of \$ 350000.00 ("Grant"), to be disbursed to Grantee for the purpose of reimbursing allowable costs for Program implementation, subject to the following:

1. Grant funds may only be used for the state purpose of ensuring adequate ground ambulance services, and may further only be expended on the authorized uses set forth in Part VI of this Agreement (Authorized Uses of Grant Funds);
2. Grantee must fully comply with the requirements of Part V (Requirements Related to Approved Rural Ambulance Service Provider) of this Agreement;
3. Grantee must fully comply with all terms and conditions of this Agreement; the requirements of Section 130.914 of the Local Government Code; the provisions of the Texas Grant Management Standards ("TxGMS"), or their successor, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter F; and
4. Grantee may not reduce funding provided to its qualified rural ambulance service provider for the fiscal year following Grantee's receipt of Grant funds under this Agreement.

#### IV. Term

This Agreement is effective on the date signed by CPA (“Effective Date”), after first having been signed by Grantee, and expires five (5) years thereafter, unless terminated earlier in accordance with other provisions of this Agreement.

#### V. Requirements Related to Approved Rural Ambulance Service Provider

A. **Subagreement Required for Third-Party Rural Ambulance Service Providers.** The requirements of this Part V.A apply if the qualified rural ambulance service provider (as defined by 34 TAC §16.500(13)) designated in Grantee’s application for the Grant and approved by CPA is a third party (i.e., if Grantee does not self-perform the ground ambulance services contemplated by this Agreement).

1. **Subagreement Required Prior to Expenditure of Grant Funds.** Prior to expenditure of any Grant funds, Grantee must enter into a written agreement (“Subagreement”) with the CPA-approved rural ambulance service provider.
2. **Subagreement Requirements.** The following requirements apply to the Subagreement:
  - a. The Subagreement must require the rural ambulance service provider to provide ground ambulance services on behalf of Grantee and in accordance with the requirements of Section 130.914 of the Local Government Code and 34 TAC, Part I, Chapter 16, Subchapter F.
  - b. The Subagreement must require compliance with and expressly incorporate applicable requirements of this Agreement, including all requirements of Part IX (Equipment; State Interest) of this Agreement.
  - c. The Subagreement must be in effect for at least the remaining period of this Agreement. If applicable, Grantee will submit in its compliance report (see Section VIII.A of this Agreement, Annual Compliance Reports) documentation confirming that a Subagreement scheduled to expire during the term of this Agreement has been extended, renewed, or replaced by an agreement that meets the requirements of this Agreement.
  - d. Notification of an executed Subagreement will be provided to CPA. Grantee will provide the executed Subagreement to CPA upon request.
3. **Termination or Expiration of Subagreement.** Grantee must notify CPA in writing of the termination or expiration of any Subagreement that occurs during the term of this Agreement. Upon any such expiration or termination of a Subagreement, Grantee may not expend any Grant funds without CPA’s subsequent written approval.

B. **Substitution of Approved Rural Ambulance Service Provider.** Grantee may not substitute or replace the CPA-approved rural ambulance service provider under this Agreement without CPA’s written preapproval. If CPA provides any such written preapproval of a substitute rural ambulance service provider, Grantee must, prior to Grantee’s expenditure of Grant funds or the substitute rural ambulance service provider’s use of any grant-funded equipment, comply with all requirements of this Part V.

#### VI. Authorized Uses of Grant Funds

The Grant may only be used to purchase:

1. additional ambulances (as defined by 34 TAC §16.500(2)), including necessary accessories (as defined by 34 TAC §16.500(1)) and modifications;
2. necessary accessories (as defined by 34 TAC §16.500(1)) and modifications to refurbish ambulances that the Grantee or its qualified rural ambulance service provider currently possesses; and

3. necessary registration fees.

## VII. Payment

- A. **Advance Payment.** CPA will disburse the Grant funds as soon as practicable following the Effective Date. By making advance payment, CPA does not waive any requirements for the reimbursement of costs. Upon CPA's request, Grantee will submit records in support of reimbursement requests.
- B. **Eligibility for Cost Reimbursement.** CPA will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- C. **Pre-award Costs.** Grantee may only use funds to cover costs incurred after the Effective Date, unless otherwise specifically approved in writing. All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's own credit and expense.
- D. **Expenditure of Grant Funds and Return of Unspent Funds.** Grantee must expend Grant funds during the term of this Agreement, and Grantee agrees to return to CPA any unspent Grant funds upon termination or expiration of the Agreement. Grantee will return any such funds in accordance with CPA instructions.
- E. **Program Income.** Subject to the provisions of Section VII.F of this Agreement, "Program Income" has the meaning set forth in TxGMS, and includes, but is not limited to, income from the use or rental of personal property acquired or improved with Grant funds. Program Income generated under or resulting from this Agreement may only be used for Program purposes and on allowable costs under this Agreement. Upon termination or expiration of the Agreement, Grantee must return any unexpended Program Income to CPA. Grantee will report generation and use of Program Income to CPA in the compliance reports required under Section VIII.A of the Agreement.
- F. **Deposit of Funds.** Whenever possible, Grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on Grant funds is not considered Program Income, and Grantee must use any accrued interest for Program purposes only and on allowable costs under this Agreement.

## VIII. Reporting and Compliance

- A. **Annual Compliance Reports.** Grantee must submit a compliance report no later than 60 days following each anniversary of the Effective Date of this Agreement, and, if applicable, the early termination of the Agreement. Grantee must use CPA's electronic form to submit compliance reports. In all compliance reports, Grantee must certify compliance with the Agreement, detail expenditures of Grant funds, submit evidence of continued ground ambulance services, and provide any other information required by CPA. CPA may require supporting documentation regarding expenditures and any other information required to substantiate that Grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of applicable law, this Agreement, and 34 Texas Administrative Code, Chapter 16, Subchapter F. Grantee must submit any information requested by CPA within fourteen (14) calendar days of the request.

**B. Remedies for Noncompliance.** If CPA finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III of the Agreement, CPA may:

1. require Grantee to cure the failure to comply to the satisfaction of CPA;
2. require Grantee to return some or all of the Grant;
3. withhold funds from the Grant or future grants awarded to Grantee until the deficiency is corrected;
4. disallow all or part of the noncompliant cost;
5. terminate the Agreement in whole or in part;
6. bar Grantee from future consideration for grants under 34 Texas Administrative Code, Chapter 16, Subchapter F; or
7. exercise any other legal remedies available to CPA under this Agreement, at law, in equity, or otherwise.

### **IX. Equipment; State Interest**

**A. State Interest in Equipment Acquired under Agreement; State Interest Period.** For purposes of this Agreement, "equipment" has the same meaning and definition set out in TxGMS. There is a State Interest in all equipment acquired or improved under this Agreement, and the State Interest Period is the period during which Grantee (or any subrecipient, as applicable) will hold in trust for the beneficiaries of the Grant all equipment acquired or improved under this Agreement. The State Interest in all equipment acquired or improved under this Agreement will start upon acquisition or improvement thereof, and continue for a period of ten (10) years thereafter.

**B. Property Trust Relationship.** Pursuant to the requirements of TxGMS and in recognition that this Agreement is executed for the benefit of the public being served by the Grant, for the duration of the State Interest Period, Grantee (and any subrecipient) must hold Grant-funded equipment in trust for the beneficiaries of the Grant.

**C. General Requirements for Equipment.** Title to equipment acquired or improved with Grant funds ("Project Property") vests in Grantee (unless CPA approves otherwise in writing), subject to the following conditions:

1. Grantee and any subrecipient must use and manage Project Property in accordance with applicable law and TxGMS;
2. Grantee and any subrecipient must use Project Property for Program purposes, and may not use Project Property for any other activities unless CPA approves otherwise in writing;
3. For the duration of the State Interest Period, Grantee and any subrecipient must use Project Property for the exclusive benefit of the public served by the Grantee, unless CPA approves otherwise in writing;
4. For the duration of the State Interest Period, Grantee and any subrecipient (as applicable) must comply with the insurance coverage requirements of applicable law, this Agreement, and TxGMS;
5. Project Property may not be encumbered with the prior written approval of CPA; and
6. Grantee (on its own or any subrecipient's behalf) must obtain written disposition instructions from CPA when Project Property is no longer needed for the Program, or when the Grant expires or terminates, unless the per unit fair market value of the Project Property is less than \$10,000.

- D. **Procurement of Equipment.** Procurement of equipment with Grant funds must comply with requirements of applicable law and TxGMS, including, if applicable, competitive selection requirements and the General Procurement Standards.
- E. **Noncompliance and Survival.** If Grantee fails to comply with the requirements of TxGMS or this Part IX (Equipment; State Interest), Grantee must request disposition instructions from CPA pursuant to TxGMS. This Part IX (Equipment; State Interest) shall survive the termination or expiration of this Agreement.

#### X. Records, Access, and Audits

- A. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds accepted under this Agreement and the requirement to cooperate is included in any subcontract it awards. CPA further reserves the right to monitor Grantee's compliance with the requirements of this Agreement.
- B. **Records Retention.** Grantee will maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. CPA reserves the right to direct Grantee to retain documents for a longer period of time or transfer certain records to CPA custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.
- C. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under TxGMS. If Grantee expends more than \$1,000,000 in state grant awards, including this Agreement, during its fiscal year, Grantee must complete an annual independent financial audit or program-specific audit in accordance with TxGMS. All audits must be conducted in accordance with generally accepted government auditing standards (GAGAS). Grantee's audit reporting package must be provided to CPA as specified in TxGMS. Grantee agrees that in the event of any audit findings related to state awards provided by CPA, Grantee will inform CPA within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon CPA's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

## XI. Indemnification and Release of Liability

- A. **INDEMNIFICATION.** TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CPA, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND CPA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CPA OR ITS EMPLOYEES. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.
- B. **NO INDEMNIFICATION BY CPA.** THE PARTIES AGREE THAT CPA WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.
- C. **LIABILITY.** GRANTEE RELEASES CPA AND THE STATE OF TEXAS FROM, AND AGREES THAT CPA AND THE STATE OF TEXAS SHALL NOT HAVE, ANY LIABILITY FOR ANY AND ALL SUITS, ACTIONS, CLAIMS, DEMANDS, LOSSES, EXPENSES, AND COSTS OF EVERY KIND AND NATURE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY, OR ASSERTED OR IMPOSED AGAINST CPA AND THE STATE OF TEXAS, AS A RESULT OF OR IN CONNECTION WITH THE AGREEMENT, EXCEPT FOR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CPA. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

## XII. General

- A. **Insurance.** Unless prohibited by law, Grantee will require its contractors and subrecipients to obtain and maintain for the term of this Agreement adequate insurance coverage sufficient to protect Grantee and CPA from all claims and liability for injury to persons and for damage to property arising from the Agreement.
- B. **Texas Public Information Act.** Grantee understands that CPA will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of CPA in violation of Article III, Section 49a of the Texas Constitution. All obligations of CPA under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to CPA if such funds are not appropriated or become unavailable. Grantee will ensure that this clause is included in all subawards and subcontracts.
- D. **No Conflicts of Interest.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Local Government Code.
- E. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- F. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable laws, rules, and regulations, and all terms and conditions established by CPA and the State of Texas with respect to the use of Grant funds.
- G. **Grantee's Responsibility for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing any work under a direct or indirect contract with Grantee shall be considered the acts and omissions of Grantee. Grantee represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- H. **Grantee's Responsibility for Subrecipients.** Grantee represents and warrants that it will monitor the activities of any subgrantee as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

- I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. Upon timely notice by the non-performing Party, the existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The non-performing Party must provide evidence of any failure resulting in impossibility to perform upon request.
- J. **Governing Law and Venue.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to CPA.
- K. **Dispute Resolution.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the Parties to resolve any dispute arising under the Agreement.
- L. **Termination for Convenience.** CPA may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. CPA's termination for convenience under this section may be for any reason or no reason at all.
- M. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- N. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- O. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- P. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- Q. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement

### **XIII. Uniform Assurances**

Grantee certifies its compliance with and acknowledges the following uniform assurances, as applicable to this Agreement, and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of TxGMS that are applicable to this Agreement. Other assurances from TxGMS may be included elsewhere in this Agreement.

- A. **Child Support Obligation.** Grantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subgrantees and subcontractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not

ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

- B. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- C. **Cybersecurity Training Program (State Contractor).** If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to CPA pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.
- D. **Debarment and Suspension.** Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by CPA and the System for Award Management (SAM) maintained by the General Services Administration.
- E. **Debts and Delinquencies.** Grantee agrees that any payments due under the grant shall be applied towards any debt or delinquency that is owed to the State of Texas.
- F. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- G. **Excluded Parties.** Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
- H. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.
- I. **Firearm Suppressor Policy.** Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to CPA.
- J. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

- K. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.
- L. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- M. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.
- N. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- O. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- P. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to CPA.
- Q. **Reporting Compliance.** Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Agreement and maintain appropriate backup documentation to support the reports.
- R. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

#### XIV. Notices; Liaison

- A. Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party must be in writing and must be addressed to the receiving party at the address specified below. The notice will be deemed to have been given immediately if delivered in person to the recipient's address specified below. It will be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of CPA for all purposes under this Agreement and for all notices hereunder will be:

Texas Comptroller of Public Accounts  
ATTN: Contracts Section  
111 E 17<sup>th</sup> Street, Room 310C  
Austin, Texas 78774  
*With copy sent via electronic mail to [contracts@cpa.texas.gov](mailto:contracts@cpa.texas.gov)*

The address of Grantee for all purposes under this Agreement and for all notices hereunder will be:

Grantee:

Van Zandt County  
121 E Dallas St, room 206 , Canton , Texas 75103

Contact Person:

Judge Andy Reese  
County Judge  
121 E Dallas St, room 206 , Canton , Texas 75103  
[judgereese@vanzandtcounty.org](mailto:judgereese@vanzandtcounty.org)  
9035677385

- B. Unless notice is specifically required under the Agreement, the parties may, in lieu of tendering notice by mail as set out above, communicate any information or transmit documents by email to the addresses listed above.

**XV. Signatories**

The Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**Texas Comptroller of Public Accounts**

**Grantee**

By: \_\_\_\_\_

Lisa Craven  
Deputy Comptroller

By: \_\_\_\_\_

Judge Andy Reese  
County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Certificate Of Completion

Envelope Id: F8F829A8-75D2-8929-839D-3F1AE73EB268

Status: Sent

Subject: Rural Ambulance Service Grant Agreement

Source Envelope:

Document Pages: 11

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Maria Avalos

AutoNav: Enabled

maria.avalos@cpa.texas.gov

Envelopeld Stamping: Enabled

IP Address: 18.253.34.110

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

### Record Tracking

Status: Original

Holder: Maria Avalos

Location: DocuSign

6/23/2026 3:56:55 PM

maria.avalos@cpa.texas.gov

Security Appliance Status: Connected

Pool: FedRamp

### Signer Events

Judge Andy Reese

judgereese@vanzandtcounty.org

County Judge

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/23/2026 4:13:14 PM

ID: d6c1866b-5731-49b5-ade7-c80b4bec9418

### Signature

### Timestamp

Sent: 6/23/2026 3:57:37 PM

Viewed: 6/23/2026 4:13:14 PM

Lisa Craven

lisa.craven@cpa.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/26/2024 10:14:36 AM

ID: d0daaa94-1252-47fe-afac-dfed056dfa5a

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

6/23/2026 3:57:37 PM

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

DATE OF AGENDA: **Wednesday July 1st, 2026 at 9am** – Regular meeting

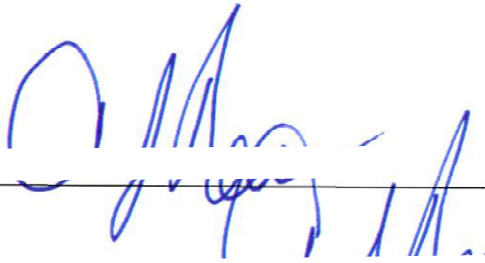
NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

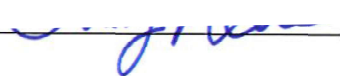
SUBJECT DESCRIPTION:

**Discuss and Consider authorizing the services of Trott Communications from May 2026 through December 2026 for radio communications consulting up to \$55,000 to be charged to ARPA interest funds account 817-476-495.**

SIGNATURE: \_\_\_\_\_



Reviewed and approved by: \_\_\_\_\_





**Van Zandt County P25 Radio Project**  
**Trott Engineering & Consulting Support Services**  
**Proposed Additional Scope of Work & Pricing**  
**May 29, 2026**

Trott Communications Group, Inc. (Trott) is an independent engineering consulting firm, specializing in public safety and wireless communications. Trott is registered with the Texas Board of Professional Engineers and is a certified WBE and SBE firm.

Trott has been the radio consultant supporting the Van Zandt County (County) P25 Radio System Project and the associated Tower Infrastructure Construction since January 2022. In June 2024 L3Harris' project implementation timeline stated that the County's P25 Radio Project was scheduled to be cutover in December 2024 and fully accepted in Q1 2025. Delayed ordering of equipment, equipment delivery delays, subcontractors' schedules stretched thin, numerous coverage issues, lengthy integration and optimization schedules, L3Harris personnel changes, and extended acceptance testing have now deferred the overall project implementation and final acceptance by more than one and a half years.

The County requested on May 8, 2026 that Trott develop a Scope of Work (SOW) and associated pricing to provide additional engineering and consulting support services to Van Zandt County from June 2026 through the end of December 2026 due to additional L3Harris implementation delays primarily related to coverage issues. The Trott services/support covered by this addition funding request will include:

- Weekly Project Status Calls
- Radio Committee Meetings
- Installation Inspections
- Acceptance Testing (ATP)
- Coverage Testing Plan Review
- Coverage Test Report Review
- 6<sup>th</sup> Site Development, Install & Testing
- BDA Install & Testing Support (Schools)
- Final Site Inspections
- 6<sup>th</sup> Site Cutover Planning / Support
- Interoperability Support (Phase 2)
- Contract Amendment Support
- Payment Milestones / Invoice Review
- Maintenance Service Agreement (MSA) Updating Support
- Punch List, Final Docs & Project Closeout

Trott is requesting \$55,000 of additional funding to provide the services listed above to support the County's P25 Radio Project from June 2026 through December 2026. This pricing includes mileage expenses and is based on an hourly rate of \$165 which is the 2022 rate in Trott's current Contract with the County. Trott invoicing will continue to occur monthly with Net 30 payment terms.

Please let me know if you have any questions. You can reach me at [barry.black@trottgroup.com](mailto:barry.black@trottgroup.com) and/or at mobile :

Thanks,

A handwritten signature in black ink, appearing to read "Barry Black", is written over a horizontal line.

**Barry Black**  
*Manager of RF Engineering*

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

*July 1st*

DATE OF AGENDA: ~~Wednesday June 17th~~, 2026 at 9am – Regular meeting

NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

SUBJECT DESCRIPTION:

**WORKSHOP: Discuss and consider Interlocal Agreement with the City of Canton for road repair and maintenance.**

SIGNATURE: \_\_\_\_\_

Reviewed and approved by: \_\_\_\_\_

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-4071

**SUBJECT DESCRIPTION:**

**CONSENT AGENDA**

*Consent agenda items are considered routine by the Commissioners Court and will be enacted by one motion. There will be no separate discussion of these items unless the County Judge, or a Commissioner requests an item be removed from the consent agenda and considered separately.*

**AGENDA DESCRIPTION (using appropriate agenda wording)**

**CONSENT AGENDA**

*Consent agenda items are considered routine by the Commissioners Court and will be enacted by one motion. There will be no separate discussion of these items unless the County Judge, or a Commissioner requests an item be removed from the consent agenda and considered separately.*

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____ - ____ - ____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by: \_\_\_\_\_

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

Discuss and consider dispensing with the reading of the Minutes of the meeting(s) of the Commissioners Court and approval of same for June 17, 2026.

\_\_\_\_\_  
SIGNATURE:

\*\*\*\*\*  
Expenditure Required                   \$ \_\_\_\_\_  
Amount Budgeted                     \$ \_\_\_\_\_ (Line Item \_\_\_\_ - \_\_\_\_ - \_\_\_\_)  
Additional Funding Requested       \$ \_\_\_\_\_  
\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by:

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

Discuss and consider approval of County's bills for payment as submitted

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____-____-____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by:

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

\_\_\_\_\_

Discuss and consider ratifying of County's bills as submitted

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____ - ____ - ____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by:

**Van Zandt County, Texas**  
**VZC A/P Bill Register w/ Distribution by Vendor**

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Accounting Distribution</u>	<u>Purchase Order</u>	<u>Distribution Amount</u>
6/05/2026	6/05/2026	2026-67	7/05/2026	Pay period ending 5/30/2026, 61-LIFELOCK	010-215-101 SALARIES PAYABLE 542-215-101 SALARIES PAYABLE 809-215-101 SALARIES PAYABLE		29.16 0.26 0.30
6/18/2026	6/18/2026	2026-69	7/18/2026	Pay period ending 6/13/2026, 61-LIFELOCK	010-215-101 SALARIES PAYABLE 542-215-101 SALARIES PAYABLE 809-215-101 SALARIES PAYABLE		29.15 0.26 0.30
Total for[11769] GEN DIGITAL INC.							59.43

**Report Total**

**59.43**

**Van Zandt County, Texas**  
**VZC A/P Bill Register w/ Distribution by Vendor**

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Accounting Distribution</u>	<u>Purchase Order</u>	<u>Distribution Amount</u>
[8491] 6/05/2026	LEGALSHIELD 6/05/2026	2026-67	7/05/2026	Pay period ending 5/30/2026, 17- PRE-PAID LEGAL SERVI	010-215-101 SALARIES PAYABLE 132-215-101 SALARIES PAYABLE 547-215-101 SALARIES PAYABLE 809-215-101 SALARIES PAYABLE 818-215-101 SALARIES PAYABLE		14.90 9.48 12.06 0.55 0.89
6/18/2026	6/18/2026	2026-69	7/18/2026	Pay period ending 6/13/2026, 17- PRE-PAID LEGAL SERVI	010-215-101 SALARIES PAYABLE 132-215-101 SALARIES PAYABLE 547-215-101 SALARIES PAYABLE 809-215-101 SALARIES PAYABLE 818-215-101 SALARIES PAYABLE		14.91 9.47 12.06 0.54 0.89
<b>Total for [8491] LEGALSHIELD</b>							<b>75.75</b>

**Report Total**

**75.75**

**Van Zandt County, Texas**  
**VZC-A/P Bill Register w/ Distribution by Vendor**

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Accounting Distribution</u>	<u>Purchase Order</u>	<u>Distribution Amount</u>
6/05/2026	6/05/2026	2026-67	7/05/2026	Pay period ending 5/30/2026, 20-TDCJ-CJAD, 54-TDCJ-CJAD	540-215-101 SALARIES PAYABLE 541-215-101 SALARIES PAYABLE 543-215-101 SALARIES PAYABLE 544-215-101 SALARIES PAYABLE 559-215-101 SALARIES PAYABLE		34.97 1,614.36 181.42 242.16 185.61
6/18/2026	6/18/2026	2026-69	7/18/2026	Pay period ending 6/13/2026, 20-TDCJ-CJAD, 54-TDCJ-CJAD	540-215-101 SALARIES PAYABLE 541-215-101 SALARIES PAYABLE 543-215-101 SALARIES PAYABLE 544-215-101 SALARIES PAYABLE 559-215-101 SALARIES PAYABLE		34.97 1,614.27 181.40 242.14 185.61
<b>Total for[8100] TDCJ-CJAD</b>							<b>4,516.91</b>

**Report Total**

**4,516.91**

**Van Zandt County, Texas**  
**VZC A/P Bill Register w/ Distribution by Vendor**

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Accounting Distribution</u>	<u>Purchase Order</u>	<u>Distribution Amount</u>
6/18/2026	6/18/2026	2026-69	7/18/2026	Pay period ending 6/13/2026, 11- OFC OF ATTY GENERAL	023-215-101 SALARIES PAYABLE 131-215-101 SALARIES PAYABLE 132-215-101 SALARIES PAYABLE 133-215-101 SALARIES PAYABLE 567-215-101 SALARIES PAYABLE		140.64 173.86 621.07 128.03 290.77 <u>1,354.37</u>
Total for [6436] OFFICE OF THE ATTY. GENERAL (1)							1,354.37
<b>Report Total</b>							<b>1,354.37</b>

Van Zandt County, Texas  
 VZC A/P Bill Register w/ Distribution by Vendor

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Accounting Distribution</u>	<u>Purchase Order</u>	<u>Distribution Amount</u>
6/18/2026	6/18/2026	2026-69	7/18/2026	Pay period ending 6/13/2026,56-NATIONWIDE	010-215-101 SALARIES PAYABLE 132-215-101 SALARIES PAYABLE 133-215-101 SALARIES PAYABLE 547-215-101 SALARIES PAYABLE 818-215-101 SALARIES PAYABLE		775.00 276.47 33.53 46.60 3.40
Total for[9301] NATIONWIDE RETIREMENT SOLUTIONS							1,135.00

Report Total

1,135.00

Van Zandt County, Texas  
VZC A/P Bill Register w/ Distribution by Vendor

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Accounting Distribution</u>	<u>Purchase Order</u>	<u>Distribution Amount</u>
6/18/2026	6/18/2026	2026-69	7/18/2026	Pay period ending 6/13/2026,FWT	010-215-101 SALARIES PAYABLE		11,633.45
					017-215-101 SALARIES PAYABLE		199.33
					021-215-101 SALARIES PAYABLE		1,132.39
					022-215-101 SALARIES PAYABLE		989.75
					023-215-101 SALARIES PAYABLE		1,399.64
					024-215-101 SALARIES PAYABLE		1,109.54
					026-215-101 SALARIES PAYABLE		41.06
					035-215-101 SALARIES PAYABLE		152.68
<b>Total for[3577] VAN ZANDT COUNTY (9)</b>							<b>33,348.01</b>

Report Total

33,348.01

Van Zandt County, Texas  
VZC A/P Bill Register w/ Distribution by Vendor

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Accounting Distribution</u>	<u>Purchase Order</u>	<u>Distribution Amount</u>
[3578] 6/18/2026	6/18/2026	2026-69	7/18/2026	Pay period ending 6/13/2026, EMPFICA, FICA	010-215-101 SALARIES PAYABLE 017-215-101 SALARIES PAYABLE 021-215-101 SALARIES PAYABLE 022-215-101 SALARIES PAYABLE 023-215-101 SALARIES PAYABLE 024-215-101 SALARIES PAYABLE 026-215-101 SALARIES PAYABLE 035-215-101 SALARIES PAYABLE		19,311.21 315.04 2,526.56 2,509.44 2,807.58 2,605.76 306.32 210.80
<b>Total for [3578] VAN ZANDT COUNTY (5)</b>							<b>62,620.37</b>

Report Total

62,620.37

**Van Zandt County, Texas**  
**VZC A/P Bill Register w/ Distribution by Vendor**

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Accounting Distribution</u>	<u>Purchase Order</u>	<u>Distribution Amount</u>
[3579] 6/18/2026	6/18/2026	2026-69	7/18/2026	Pay period ending 6/13/2026, EMPFICAMED, FICAME D	010-215-101 SALARIES PAYABLE 017-215-101 SALARIES PAYABLE 021-215-101 SALARIES PAYABLE 022-215-101 SALARIES PAYABLE 023-215-101 SALARIES PAYABLE 024-215-101 SALARIES PAYABLE 026-215-101 SALARIES PAYABLE 035-215-101 SALARIES PAYABLE		4,516.34 73.68 590.90 586.86 656.60 609.42 71.62 49.30
<b>Total for [3579] VAN ZANDT COUNTY (6)</b>							<b>14,644.94</b>

**Report Total**

**14,644.94**

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

Discuss and consider approval of FY2026 Line Item Transfers

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____ - ____ - ____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by:



**Van Zandt County**  
REQUEST FOR BUDGET ADJUSTMENT

Requested by: R+B Pct. #3  
(Department/Office)

Requested for consideration at Commissioners' Court Meeting: 07-01-26  
(Date)

To the Honorable Commissioners' Court of Van Zandt County, I submit to you for your consideration the following budget line transfer/s:

**FUNDS TO TRANSFER:**

**TRANSFER FROM:**

<u>Account #</u>	<u>Account Name</u>	<u>Amount</u>
<u>023-623-451</u>	<u>Repair + Maint. Machinery</u>	<u>\$1,500.<sup>00</sup></u>
_____	_____	_____
_____	_____	_____

**TRANSFER TO:**

<u>Account #</u>	<u>Account Name</u>	<u>Amount</u>
<u>023-623-461</u>	<u>Machinery Rental</u>	<u>\$1,500.<sup>00</sup></u>
_____	_____	_____
_____	_____	_____

Explanation for the transfer requested: low funds

Submitted by: Bobby Phillips  
Printed Name

**SIGN HERE** \_\_\_\_\_

Ben Miraglia  
Van Zandt County Auditor

<b>For Auditor's Office Use:</b>	
Budget Revision #: _____	Posting date: _____
CCT Approval Date: _____	Posted by: _____



**Van Zandt County**  
**REQUEST FOR BUDGET ADJUSTMENT**

Requested by: VZC Sheriff's Office/Jail  
(Department/Office)

Requested for consideration at Commissioners' Court Meeting: 07/01/2026  
(Date)

To the Honorable Commissioners' Court of Van Zandt County, I submit to you for your consideration the following budget line transfer/s:

**FUNDS TO TRANSFER:**

**TRANSFER FROM:**

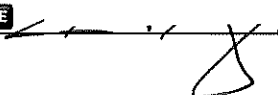
<u>Account #</u>	<u>Account Name</u>	<u>Amount</u>
<u>131-512-332</u>	<u>Custodial Supplies</u>	<u>\$ 1,400.38</u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>

**TRANSFER TO:**

<u>Account #</u>	<u>Account Name</u>	<u>Amount</u>
<u>131-512-428</u>	<u>Travel</u>	<u>\$ 1,400.38</u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>

Explanation for the transfer requested: Flight to transport inmate from Indiana

Submitted by: Kevin Bridger, Sheriff  
Printed Name

**SIGN HERE** 

Ben Miraglia  
Van Zandt County Auditor

<b>For Auditor's Office Use:</b>	
Budget Revision #: _____	Posting date: _____
CCT Approval Date: _____	Posted by: _____

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-tl071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

Discuss and consider Monthly Reports submitted by various Offices and Departments of County Government and approval entry of same in the Court's Minutes as a matter of record

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____ - ____ - ____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by:

**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-4071

SUBJECT DESCRIPTION:

Discuss and consider approval of Proposed Installation of Pipe and/or Utility Lines

AGENDA DESCRIPTION (using appropriate agenda wording):

Discuss and consider approval of Proposed Installation of Pipe and/or Utility Lines

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	(Line Item ____ - ____ - ____)
Amount Budgeted	\$ _____	
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by: \_\_\_\_\_



VAN ZANDT COUNTY COMMISSIONERS' COURT  
AGENDA FACT SHEET

COMMISSIONERS' COURT DATE: 07/01/2026

Date of submission: June 22, 2026

Submitted by: Ben Miraglia

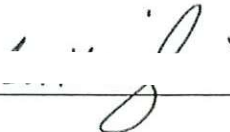
Phone or email contact: bmiraglia@vanzandtcounty.org


SUBJECT DESCRIPTION:

Bond renewal for County Auditor Ben Miraglia.

AGENDA DESCRIPTION: (Using appropriate agenda wording):

Discuss and consider the renewal of the bond for County Auditor, Ben Miraglia, for \$5,000.00 for the term beginning July 21, 2026 and ending July 21, 2027.

SIGNATURE: 

Reviewed and approved by: 

Date: 6/22/26

IF APPLICABLE:

\*\*\*\*\*

Expenditure Required \$ \_\_\_\_\_  
Amount Budgeted \$ \_\_\_\_\_  
Additional Funding Requested \$ \_\_\_\_\_

(Line Item \_\_\_\_ - \_\_\_\_ - \_\_\_\_)

\*\*\*\*\*

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Van Zandt } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. \_\_\_\_\_

That we, Benard Miraqlia, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1 District Judge(s), his successors in office, in the sum of 2 Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 18th day of June, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected or appointed to the office of County Auditor in and for 3 Van Zandt County, State of Texas, for a term of one year commencing on the 21st day of July, 2026.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of county auditor.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

\_\_\_\_\_  
Principal  
WESTERN SURETY COMPANY  
By \_\_\_\_\_  
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE (General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Auditor County of Van Zandt

bond with bond number 67561703

for Benard Miraglia

as Principal in the penalty amount not to exceed: \$ 5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 18th day of June, 2026.

ATTEST

*e D n*

WESTERN SURETY COMPANY

L. Bauder, Assistant Secretary

Larry Kasten, Vice President

On this 18th day of June, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

NOTARY PUBLIC

Notary Public

To validate bond authenticity, go to [www.enasurety.com](http://www.enasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





**VAN ZANDT COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

DATE OF AGENDA: **July 1, 2026**

NAME: Andy Reese, County Judge

TELEPHONE OR EMAIL CONTACT: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION (using appropriate agenda wording):

Adjournment

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

Expenditure Required	\$ _____	
Amount Budgeted	\$ _____	(Line Item ____-____-____)
Additional Funding Requested	\$ _____	

\*\*\*\*\*

To be entered on agenda for Court meeting on \_\_\_\_\_

Reviewed and approved by: