

**VAN ZANDT COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

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

DATE OF AGENDA: **August 10, 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
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DATE OF AGENDA: **August 10, 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: **August 10, 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 FACT SHEET**

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

Date: August 3, 2026 DATE OF AGENDA: August 10, 2026

NAME: Judge Andy Reese

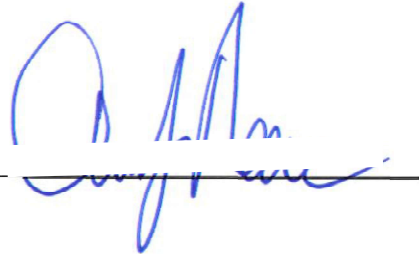
Phone: (903) 567-4071

SUBJECT DESCRIPTION:

AGENDA DESCRIPTION:(Using appropriate agenda wording):

Discuss and consider recommendation from the Van Zandt County Fire Marshal to implement the County wide Burn Ban and authorize the Van Zandt County Fire Marshal to rescind Burn Ban upon improved conditions.

SIGNATURE: _____



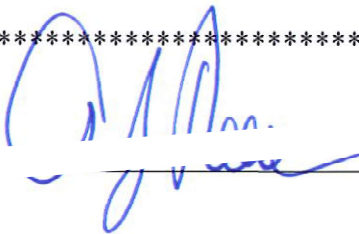
Expenditure Required \$ _____

Amount Budgeted \$ _____

Additional Funding Requested \$ _____

(Line Item ____ - ____ - ____)

Reviewed and approved by: _____



THE STATE OF TEXAS
COUNTY OF VAN ZANDT

**ORDER PROHIBITING THE OUTDOOR BURNING OF
COMBUSTIBLE MATERIALS**

WHEREAS, the Commissioners Court has determined that circumstances present in all or part of the unincorporated areas of Van Zandt County create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY **ORDERED** by the Commissioners Court of Van Zandt County that all outdoor burning is banned for 60 days in the unincorporated area of the County or until further consideration by the Van Zandt County Commissioners Court ordered this day on **August 10, 2026**.

This Order is adopted pursuant to Section 352.081 of the Texas Local Government Code, and other applicable statutes. Pursuant to said statute, this Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: firefighter training, public utility, natural gas pipeline, or mining operations, or planting or harvesting of agriculture crops or to outdoor burning activities that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

It is further **ORDERED** that: The use of combustible materials in an outdoor environment by any person is prohibited. Combustible materials include, but are not limited to, the use of all fireworks, discarded cigarettes, outdoor cooking apparatus and materials used outdoors in activities such as welding and any other activity that could result in a fire.

Notwithstanding above, residential burning of household waste is permitted when contained in a metal barrel covered with a minimum one inch screen. Barrels must be placed in an area clear of grass and debris.

Notwithstanding above, welding is allowed by commercial/professional welders under the following guidelines **ONLY**: A spotter is required for each welder, each cutter, each grinder, and for any activity that causes or may cause a spark

All grass, leaves, brush and other easily combustible materials must be cleared within a minimum twenty-five (25) foot radius surrounding the area where the activity is to take place before any welding, cutting or grinding begins. The welding perimeter must be three times the height of the actual welding. Example: if the welding is occurring ten feet off the ground, a perimeter of thirty (30) feet must be protected. If the perimeter cannot be cleared of vegetation, proper precautionary measures must be taken (Example: protecting brush, etc, by utilizing fire resistant tarps).

A minimum of 100 gallons of water must be available on site. A minimum of one water pressure fire extinguisher per spotter is required.

Welding in an enclosed area or underground is acceptable.

No welding is permitted if winds are 10mph or greater or relative humidity is less than 30%.

Any welder or company conducting welding operations must, prior to activities, file with the Van Zandt County Sheriff's Office proof of effective liability insurance or be bonded in an amount of at least \$300,000.

Prior to ANY welding activity, a phone call shall be placed by the welder or company conducting welding operations to the Van Zandt County Sheriff's Department (903) 567-4133 and the local fire departments relaying the location of the project, cell phone for contact person, name of party responsible, and name of welder.

Notwithstanding above, agricultural burning is allowed under the following guidelines **ONLY**:

All grass, leaves, brush and other easily combustible materials must be cleared within a minimum twenty-five (25) foot radius surrounding the area where the activity is to take place before any agricultural burning begins. If the perimeter cannot be cleared of vegetation, proper precautionary measures must be taken (Example: protecting brush, etc, by utilizing fire resistant tarps).

Prior to ANY agricultural burning, a phone call shall be placed by the property owner to the Van Zandt County Sheriff's department (903) 567-4133 and the local fire department relaying the location of the project, cell phone for contact person, and name of party responsible.

Notwithstanding above, professional public firework displays **ONLY**:

All professional firework displays may be operated with an approved site plan and review done by the Van Zandt County Fire Marshal and appropriate fee paid. The professional firework contractor shall remit fee to cover the cost associated with the Van Zandt County Fire Marshal or his designee to be on scene during the event. These costs shall be made to the County Clerk's Office of Van Zandt County. The professional firework display must present proof of liability insurance and have made contact with the local fire department to provide on-site coverage during the event.

No burning permitted hereunder shall be allowed if winds are 10 mph or greater or relative humidity is less than 30%.

It is **ORDERED** that the use of county equipment to help control fires on private property is hereby authorized when necessary to protect the public interest and safety.

In accordance with Section 352.081 of the Texas Local Government Code, a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

Adopted this 10th day of August, 2026 by a vote of _____ ayes and _____ nays.

Andy Reese
Van Zandt County Judge

Attest: _____
Susan Strickland
Van Zandt County Clerk

**VAN ZANDT COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

DATE OF AGENDA: **Monday August 10th at 2pm** – Special meeting

NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

SUBJECT DESCRIPTION:

Discuss and consider 2026-2027 Van Zandt County Holiday schedule and set early release times

SIGNATURE: _____

Reviewed and approved by: _____

2026-2027

Commissioners Court

October '26

12th - Columbus Day

February '27

15th - President's Day

June '27

18th - Juneteenth

Holidays

November '26

11th - Veteran's Day

26-27th - Thanksgiving

March '27

26th - Good Friday

July '27

5th - Independence Day

Pay Date

December '26

24-25th - Christmas

April '27

August '27

January '27

31

1st - New Years, 18th - MLK

May '27

3031

31st - Memorial Day

September '27

6th - Labor Day

**VAN ZANDT COUNTY COMMISSIONERS COURT
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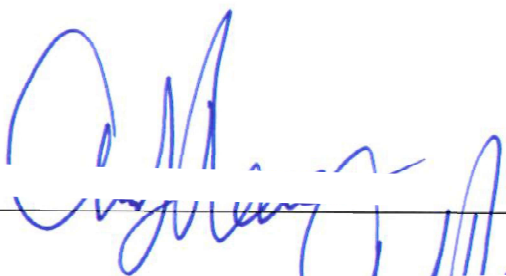
NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

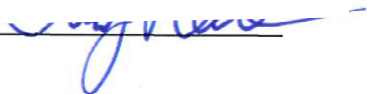
SUBJECT DESCRIPTION:

Discuss and propose any increase in salaries or allowances for elected County and Precinct Officials per LGC 152.013(b) for FY 2027 budget.

SIGNATURE: _____



Reviewed and approved by: _____



**VAN ZANDT COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

DATE OF AGENDA: **Monday August 10th at 2pm** – Special meeting

NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

SUBJECT DESCRIPTION:

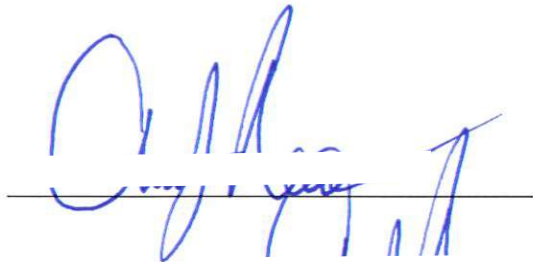
Discuss and consider authorizing the County Judge to sign

TSSWCB CONTRACT NUMBER: CDR103-REP-ST2-054-27

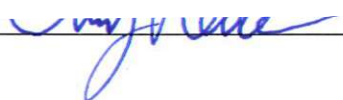
**COOPERATIVE AGREEMENT for Flood Control and Structural Repair Activities – to
CEDAR CREEK Site 103 (TX02827)**

**between the Texas State Soil and Water Conservation Board, hereinafter referred
to as “TSSWCB” and Van Zandt County. Maximum cost of repairs and administrative
charges is \$4,817,500.**

SIGNATURE: _____



Reviewed and approved by: _____



COOPERATIVE AGREEMENT
Flood Control: Structural Repair Activities – State Funds

THIS COOPERATIVE AGREEMENT is entered into by and between the parties shown below, pursuant to the authority granted and in compliance with the provisions of: Title 7, Chapter 201, Agriculture Code of Texas, and Title 31, Part 17, Chapter 529, Texas Administrative Code.

SECTION I. CONTRACTING PARTIES: This Agreement is made and entered into by and between the Texas State Soil and Water Conservation Board, hereinafter referred to as “TSSWCB” whose principal place of business is located at 1497 Country View Lane, Temple, Texas 76504; and Van Zandt County, whose principal place of business is located at 121 East Dallas Street, Canton, TX 75103, hereinafter referred to as the “SPONSOR” with reference to the following facts:

SECTION II. SCOPE OF WORK:

1. PROJECT. The SPONSOR shall complete all structural repair activities on flood control dams as follows in Table 1 (the “PROJECT”) in accordance with the plans and specifications titled or otherwise known as “Cedar Creek Site 103 FY26 Repair” that are known to and in the possession of both parties and are herein incorporated by reference (hereinafter “Plans and Specifications”).

Table 1.

Flood Control Dam Common Name	Structural Repair Activity to be Performed
CEDAR CREEK SITE 103 (TX02827)	SPONSOR’s costs for construction related to structural repair of the dam according to TCEQ approved Plans and Specifications.

2. Land rights. The SPONSOR represents and warrants that they possess or will acquire all land rights, easements, licenses, or right-of-way as will be needed in connection with accomplishing the work outlined in Table 1 and in accordance with the Plans and Specifications provided.

3. Compliance with laws. The SPONSOR represents and warrant that SPONSOR will complete the PROJECT in accordance with all applicable local, state, and federal laws and rules, including Texas Administrative Code, Title 31, Chapter 529.

4. The SPONSOR represents and warrants it shall:

- a. perform the PROJECT in accordance with the requirements specified in Section III of this agreement;
- b. perform the PROJECT with the professional skill, prudence and care ordinarily provided by similar professionals under the same or similar circumstances;

- c. perform the PROJECT in a professional and workmanlike manner;
 - d. perform the PROJECT free from all liens, claims and other restrictions;
 - e. perform the PROJECT free from any violations of law and free from violations of any agreement to which SPONSOR, their agents, officers, employees or subcontractors may be subject; and
 - f. perform the PROJECT in accordance with engineering plans and design specifications provided to the SPONSOR by the TSSWCB and shall seek approval by the TSSWCB prior to initiating work that in any way deviates from the Plans and Specifications of the PROJECT provided by TSSWCB.
5. Inspection of products and services. The parties agree and acknowledge that the NRCS has the right and authority to review and inspect products and services purchased through this Agreement, in performance of this Agreement, or to review and inspect the PROJECT work completed, and/or work-in-progress, to ensure compliance with the Plans and Specifications. Notwithstanding the foregoing, the TSSWCB, or designated agents, may also review and inspect products and services purchased or performed through this Agreement, inspect PROJECT work-in-progress to ensure compliance with this Agreement and monitor adherence to the completion schedule as set forth in the Plans and Specifications of the PROJECT provided by TSSWCB.

SECTION III. CONSIDERATION, REIMBURSEMENTS, AND REPORTING:

1. Reimbursement Rate and Maximum Contract Price. The TSSWCB shall provide the SPONSOR reimbursement for work performed pursuant to the Scope of Work and the Plans and Specifications of the PROJECT and otherwise required under this Agreement at the rates set herein for labor, material, and/or completion of such work. Invoices will be reimbursed at the following rates for eligible costs, not to exceed a **maximum contract price of \$4,817,500.00 (Maximum Contract Price)**:
 - a. 100% of **construction cost**, not to exceed a maximum amount of \$4,700,000.00; and
 - b. 2.5% of **reimbursed amount** for SPONSOR's administration cost, not to exceed a maximum amount of \$117,500.00. (Refer to Section III.4)
2. The SPONSOR shall successfully complete the PROJECT in accordance with contract requirements and within the Maximum Contract Price as specified by this subsection. Any additional cost over the Maximum Contract Price will be the responsibility of the SPONSOR unless prior written approval is obtained from TSSWCB.

3. PROJECT Budget.

Description of Work	TSSWCB Cost Share	Sponsor: Van-Zandt County Cost Share	Total Cost of Project
Cost Share Items:			
Construction	\$4,700,000.00	\$0.00	\$4,700,000.00
Total of Project Costs	\$4,700,000.00	\$0.00	\$4,000,000.00
Non-Cost Share Costs:			
Contract Administration (2.5% of TSSWCB Cost Share)	\$117,500.00		
Total Agreement Costs	\$4,817,500.00	\$0.00	

4. Eligible Costs. Pursuant to The Texas Administrative Code Title 31, Part 17, Rule 529.52, costs eligible for reimbursement include those associated with the performance of the structural repair activities required by the Scope of Work. Contract administration allowance is based on a percentage of the State cost share requested. No other costs related to the structural repair activities contemplated by this Agreement are eligible for reimbursement without prior written approval by TSSWCB.

5. Reimbursement Requests. Funds due under this Agreement will be paid on a cost reimbursement basis pursuant to the cost reimbursement rate set forth above in this Section III, subsection 1.

- a. The SPONSOR shall submit, each month, on or before the last business day of the month, a monthly request for reimbursement for the actual and allowable, allocable, Eligible Costs incurred by SPONSOR for the provision of services required under this Agreement during the prior month. Payments made to SPONSOR shall not exceed the SPONSOR'S actual and allowable, allocable, Eligible Costs incurred to provide the services required under this Agreement.
- b. The SPONSOR' reimbursement requests must comply with the TSSWCB's invoice processing procedures. The TSSWCB may reject requests for payment which fail to demonstrate that costs are allowable and eligible for reimbursement, or which fail to conform to the conditions in this Agreement.

6. Financial management. The SPONSOR shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities

and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

SECTION IV. TERM OF AGREEMENT:

This Agreement begins upon the date the Agreement becomes executed by both parties and ends **December 31, 2027** ("Initial Term"). This Agreement may be extended as needed, not to exceed a total of twelve (12) months ("Extension"), provided both parties agree in writing to extend prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes. The Initial Term and all Extensions, if any, shall collectively become the total duration of the Agreement ("Term").

SECTION V. CONTRACT SUSPENSION, TERMINATION, AND CLOSEOUT

1. Suspension. TSSWCB may, upon reasonable notice to the SPONSOR, suspend the Agreement, withhold further payments, and prohibit the SPONSOR from incurring additional obligations under the Agreement, pending corrective action by the SPONSOR, or a decision by TSSWCB to terminate the Agreement.

2. Availability of Funds. This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, this Agreement is subject to Termination by TSSWCB without penalty or further obligation of TSSWCB, either in whole or part.

3. Termination for Cause. This Agreement may be terminated for cause, by either party upon written notice to the other party, if the other party commits a material breach of any term of this Agreement.

Additionally, if the SPONSOR fails to provide the goods or services contracted for and/or fails to perform the PROJECT in according to the provisions of this Agreement OR fails to comply with any terms or conditions of the Agreement, submits falsified documents or fraudulent billings, or makes false representations concerning this Agreement, TSSWCB may, upon written notice to the SPONSOR, immediately terminate all or any part of the Agreement.

Termination is not an exclusive remedy but will be in addition to any rights or remedies as provided in equity, or by law or under the Agreement. TSSWCB may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Agreement. The exercise of any of the foregoing remedies will not constitute a termination of the Agreement unless TSSWCB notifies the SPONSOR in writing prior to the exercise of such remedy. The SPONSOR shall be liable for all costs

and expenses, including court costs, incurred by TSSWCB with respect to the enforcement of any of the remedies listed herein.

4. Termination for Convenience. TSSWCB may, in its sole discretion, terminate this Agreement upon thirty (30) days' written notice to the SPONSOR. Such notice may be provided by facsimile or certified mail return receipt requested and the termination is effective upon the expiration of thirty (30) days after receipt. In the event of such termination, the SPONSOR shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TSSWCB shall be liable only for payments for any goods or Project Services required under this Agreement and provided by SPONSOR and accepted by TSSWCB prior to the termination date.

5. Negotiation Prior to Termination by SPONSOR. If the SPONSOR gives notice of its intent to terminate this Agreement in accordance with Section V., Paragraph 3, the SPONSOR and TSSWCB shall try to resolve in good faith any issues related to the anticipated termination during the thirty (30) days following TSSWCB's receipt of the SPONSOR's notice of intent to terminate. During this time, the SPONSOR will continue to have the responsibility to provide Services under this Agreement and TSSWCB will continue to have the responsibility to pay for the Services in the manner specified in this Agreement.

6. Effect of Termination. Upon termination of this Agreement, the SPONSOR and TSSWCB will be discharged from any further obligation created under the terms of this Agreement, except for any obligations of warranty and indemnification. Termination does not, however, constitute a waiver of any remedies for breach of this Agreement. Termination for convenience pursuant to Section V, Paragraph 4 shall not be construed as a waiver of any right or remedy of TSSWCB that may apply. In addition, the obligations of the SPONSOR to retain records and maintain the confidentiality of information shall survive any termination of this Agreement for any reason.

7. Rights upon Termination or Expiration. In the event this Agreement is terminated for any reason, the TSSWCB shall retain ownership of all partially performed work completed pursuant to Table 1 and the Plans and Specifications along with all associated supplies, materials, associated work. In such an event of termination or expiration, SPONSOR shall immediately deliver to TSSWCB all deliverables or work product, in whatever form as it exists as of the date of termination or expiration.

8. Survival of Terms. Termination of the Agreement for any reason shall not release the SPONSOR from liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including without limitation the provisions regarding confidentiality, indemnification, transition, records, audit, dispute resolution, invoice and fees verification.

9. Closeout Procedure. The SPONSOR shall submit a final payment request and other reports that are required under the Agreement, within forty-five (45) days after the Agreement is terminated or otherwise expires. TSSWCB shall not be liable for any costs

incurred by the SPONSOR in the performance of the Agreement which have not been received by TSSWCB within forty-five (45) days following the termination or the expiration of the Agreement.

SECTION VI. MISCELLANEOUS

A. Retention and Custodial Requirements for Records

1. Retention. The SPONSOR agrees to keep financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years, with the following qualification: If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or from the date of TSSWCB's final payment under the Agreement.

2. Inspection. Upon request of the Texas State Auditor's Office or any authorized representative of TSSWCB, the SPONSOR shall maintain and make available, for inspection and/or audit books, records, documents, and other evidence directly pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practices, appropriate accounting procedures and practices, and, as applicable, 40 CFR 30-31 and the State of Texas Uniform Grant and Contract Management Standard as appropriate.

3. State Auditor Authority. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from a state directly under any contract or indirectly through a subcontract under the agreement. The SPONSOR understands that acceptance of funds by the SPONSOR or any other entity or person directly under the agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor's office, 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, the other 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. The SPONSOR further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The SPONSOR shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the SPONSOR relating to any of the Project Services under this Agreement.

B. Indemnification.

1. Acts or Omissions. TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SPONSOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TSSWCB, AND/OR THEIR 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 SPONSOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SPONSOR AND TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

2. Infringements.

- a. TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SPONSOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TSSWCB AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRETE OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTION OF SPONSOR PURSUANT TO THIS AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) TSSWCB'S AND/OR SPONSOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TSSWCB BY SPONSOR OR OTHERWISE TO WHICH TSSWCB HAS ACCESS AS A RESULT OF SPONSOR'S PERFORMANCE UNDER THE CONTRACT. SPONSOR AND TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE

CONCURRENCE FROM OAG. IN ADDITION, SPONSOR WILL REIMBURSE TSSWCB AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF TSSWCB DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SPONSOR OR IF TSSWCB IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TSSWCB WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SPONSOR WILL PAY ALL REASONABLE COSTS OF TSSWCB'S COUNSEL.

- b. SPONSOR shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed unless SPONSOR has approved such other use, (ii) any modification made to the product without SPONSOR's written approval, (iii) any modifications made to the product by the SPONSOR pursuant to TSSWCB specific instructions, (iv) any intellectual property right owned by or licensed to TSSWCB by another SPONSOR, or (v) any use of the product or service by TSSWCB that is not in conformity with the terms of any applicable license agreement.
 - c. If SPONSOR becomes aware of an actual or potential claim, or TSSWCB provides SPONSOR with notice of an actual or potential claim, SPONSOR may (or in the case of an injunction against Customer, shall) at SPONSOR's sole expense; (i) procure for the TSSWCB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSSWCB's use is non-infringing.
3. Taxes/Workers' Compensation/Unemployment Insurance
- a. SPONSOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, SPONSOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF SPONSOR'S AND SPONSOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. SPONSOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TSSWCB AND/OR THE STATE SHALL NOT BE LIABLE TO THE SPONSOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY OR AGENCY.

C. Administrative Provisions

1. Independent Contractor. It is the intent of TSSWCB and the SPONSOR that the SPONSOR or SPONSOR's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services required under this Agreement. SPONSOR or SPONSOR's employees, representatives, agents and any subcontractors shall not be employees of TSSWCB and shall observe all TSSWCB rules and procedures, including any applicable security procedures. Should SPONSOR subcontract any of the services required in this Agreement, SPONSOR expressly understands and acknowledges that in entering into such subcontract(s), TSSWCB is in no manner liable to any subcontractor(s) of SPONSOR, and that SPONSOR shall be solely responsible for payment due to such subcontractors, and subcontractors' performance and adherence to the provisions of this Agreement. In no event shall this provision relieve the SPONSOR of the responsibility for ensuring that the Services rendered under all subcontracts are rendered in compliance with this Agreement, and any specific Project Specifications, including without limitation, the performance standards set forth in Section II.

The SPONSOR and TSSWCB agree that: (a) TSSWCB will not withhold or pay on behalf of the SPONSOR any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to the SPONSOR any of the benefits, including workers' compensation insurance coverage, afforded to employees of TSSWCB and (b) all such withholdings, payments and benefits, if any, are the sole responsibility of the SPONSOR. The SPONSOR will be free from TSSWCB control in the manner and method of providing services.

2. U.S. Department of Homeland Security E-Verify System. By entering into this Agreement, the SPONSOR certifies and ensures that it utilizes and will continue to utilize for the term of this Agreement, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of:

- a. all persons employed by SPONSOR to perform duties within Texas; and
- b. all persons, including subcontractors assigned by SPONSOR to perform work pursuant to the contract within the United States of America.

3. Compliance. The SPONSOR shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations now in effect or that become effective during the term of this Agreement, including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Immigration Reform and Control Act of 1986 as amended. When required, SPONSOR shall furnish TSSWCB with satisfactory proof of its compliance. The SPONSOR shall be responsible for damage to TSSWCB's equipment, and/or the workplace and its contents, by its, or its contractors' work, negligence in work, personnel, and equipment. To the extent

required by law, and without waiving any governmental immunity available to SPONSOR, the SPONSOR shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for TSSWCB under this Agreement. The SPONSOR shall provide all labor and equipment necessary to furnish the goods and/or perform the service and complete the PROJECT. All employees shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors or relatives of employees and contractors will be allowed on work site unless they are bona fide employees or contractors of the SPONSOR under this Agreement. The TSSWCB reserves the right, in its sole discretion, to unilaterally amend this agreement throughout its term only to incorporate any modification necessary for the TSSWCB's or SPONSOR's compliance with all applicable State and Federal laws and regulations.

4. Conflict of Interest. SPONSOR shall notify the TSSWCB immediately upon the discovery of any potential or actual conflict of interest of the SPONSOR. SPONSOR acknowledges and agrees that the TSSWCB has the sole discretion to determine whether a conflict exists and that the TSSWCB may terminate the Agreement at any time on grounds of actual or apparent conflict of interest.

5. Severability. In the event any provision of this Agreement or the rights of this Agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.

6. Assignability and Subcontracting. Without prior written consent of the TSSWCB, SPONSOR may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it. Subcontracts, if any, entered into by the SPONSOR shall (i) be in writing; (ii) subject to the terms and conditions of this Agreement and (iii) require prior written approval of TSSWCB. SPONSOR shall require its sub-contractors and sub grantees to obtain and maintain insurance at their own expense to indemnify the sub-contractor, SPONSOR, and TSSWCB for all claims contemplated in Section VI B, 1-3 above that arise as a result of or during the course of the subcontractor's performance of work required under this Agreement. SPONSOR shall be responsible for the management and fiscal monitoring of all subcontractors and ensure that all subcontractors comply with the provisions of this Agreement. Pursuant to Rule 529.59 of the Texas Administrative Code, SPONSOR is generally authorized to enter into subcontracts for engineering design, construction, and easement purchasing. However, all such subcontracts must comply with this Paragraph 6 and (i) be in writing; (ii) be subject to the terms and conditions of this Agreement and (iii) require prior written approval of TSSWCB.

7. Force Majeure. Neither SPONSOR nor TSSWCB shall be liable to the other for any delay in, or failure of performance caused by force majeure. 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, 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. Each party must inform the other in writing,

TSSWCB CONTRACT NUMBER: CDR103-REP-ST2-054-27

PURCHASE ORDER NUMBER: _____

with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as defense.

8. Entire Agreement. This Agreement constitutes the entire agreement between TSSWCB and the SPONSOR and supersedes any prior understandings or oral or written agreements between TSSWCB and the SPONSOR on matters contained herein.

9. Waiver. In no event shall any payment by TSSWCB to the SPONSOR or any act or omission of TSSWCB constitute or be construed in any way to be a waiver by TSSWCB of any breach of default of this Agreement which may then subsequently be committed by the SPONSOR. Neither shall such payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to TSSWCB to enforce its rights hereunder, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of TSSWCB may waive the effect of this provision.

10. Notice. Except as expressly provided herein, any notice required or permitted to be given under this Agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individuals and addresses shown below:

Texas State Soil and Water Conservation Board
1497 Country View Lane
Temple, Texas 76504

Van Zandt County
121 East Dallas Street
Canton, Texas 75103

11. Governing Law and Venue. This Agreement shall be governed by and construed 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 otherwise identified in a statute which directly names or otherwise identifies its applicability to TSSWCB.

12. Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 of Texas Government Code must be used by the TSSWCB and the SPONSOR to attempt to resolve all disputes arising under this Agreement including specifically any alleged breach by TSSWCB of this Agreement.

13. Financial Interests; Gifts. SPONSOR represent and warrant that neither SPONSOR nor any person or entity that will participate financially in this Agreement has received compensation from TSSWCB for participation in preparation of specifications for this Agreement. SPONSOR represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this Agreement.

14. Dealings with Public Servants Affirmation. SPONSOR represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this Agreement.

15. Review and Inspection. The TSSWCB, or designated agents, may review and inspect products and services purchased under this Agreement to ensure compliance with specifications. The TSSWCB, or designated agents, may also review and inspect products and services before they are purchased under this Agreement.

16. Public Information/ Confidential Information. Notwithstanding any provisions of this Agreement to the contrary, SPONSOR understands that TSSWCB will comply with the Texas Public Information Act, Texas Government Code (Chapter 552) 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, SPONSOR is required to make any information created or exchanged with the State 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. TSSWCB agrees to notify SPONSOR in writing within a reasonable time from receipt of a request for information related to SPONSOR's work under this Agreement. SPONSOR will cooperate with TSSWCB in the production of documents responsive to the request. TSSWCB will make a determination whether to submit a Public Information Act request to the Attorney General. SPONSOR will notify TSSWCB within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. No public disclosures or news releases pertaining to this Agreement shall be made without prior written approval of TSSWCB.

17. Abandonment or Default. If the SPONSOR defaults on this Agreement, TSSWCB reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting SPONSOR will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work significantly changed. The period of suspension will be determined by the TSSWCB based on the seriousness of the default.

18. Antitrust and Assignment of Claims. SPONSOR represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither SPONSOR nor they firm, corporation, partnership, or institution represented by SPONSOR, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of this Agreement to any competitor or any other person engaged in such line of business as SPONSOR. SPONSOR assigns to the State of Texas all of SPONSOR's rights, title, and interest in and to all claims and causes of action SPONSOR may have under the antitrust laws of Texas or the United States for overcharges associated with the Agreement.

19. Buy Texas Affirmation. In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, SPONSOR shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

20. Electronic and Information Resources Accessibility, as Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).

- a. Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- b. SPONSOR shall provide Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

21. Ownership/Intellectual Property, including Rights to Data, Documents and Computer Software. Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials or any other Deliverables (collectively "Work Product") prepared by the SPONSOR in the performance of its obligations under this Agreement shall be the exclusive property of the exclusive property of TSSWCB. All right, title and interest in and to said Work Product and property shall vest in TSSWCB upon creation and shall be deemed to be a work made for hire (as defined under federal copyright law in Title 17 of the United States Code) and made in the course of the services rendered pursuant to this Agreement, without any further action or notification. To the extent that title to any such Work Product may not, by operation of law, vest in TSSWCB, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TSSWCB without further consideration. TSSWCB shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other intellectual property protection or other protections as may be appropriate to the subject matter, and any extensions and renewals thereof. SPONSOR must give TSSWCB and/or the State of Texas, as well as any person designated by TSSWCB and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to SPONSOR for the services rendered under this Agreement, including without limitation, all necessary efforts to ensure that any

subcontractors or affiliates participating in the performance of this Agreement similarly assign to TSSWCB all such rights, title and interest. SPONSOR agrees to execute and to cause any subcontractors and affiliates to execute any documents and take any other actions reasonably requested by TSSWCB to effectuate the purposes of this Section 20.

Any Work Product prepared or produced by the SPONSOR in the performance of its obligations under this Agreement shall be delivered to the TSSWCB by the SPONSOR upon completion, termination, or cancellation of this Agreement, with the exception of one (1) copy of all Work Product, which may be retained by SPONSOR for its records and for compliance with state and federal requirements and its own records retention policy. TSSWCB may, at its own expense, keep copies of all its writings for its personal files. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works; however, SPONSOR may copy the Work Product as defined above as needed to comply with public information law or to maintain the documents in accordance with its records retention policy. All deliverables, publications, dissemination, and information required as performance of the agreement will require review and approval of TSSWCB. Publications outside of the agreement but based on work done through the agreement would be subject to the sixty (60) day review for confidential information.

22. Assignment. SPONSOR shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from TSSWCB. Any attempted assignment in violation is void and without effect.

23. Energy Company Boycotts. If SPONSOR is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, SPONSOR verifies that SPONSOR does not boycott energy companies and will not boycott energy companies during the term of the Contract. If SPONSOR does not make that verification, SPONSOR must so indicate in this contract and state why the verification is not required.

24. Entities that Boycott Israel. If SPONSOR is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, SPONSOR certifies that SPONSOR does not boycott Israel and will not boycott Israel during the term of the contract resulting from this contract. If SPONSOR does not make that certification, SPONSOR must indicate that in this contract and state why the certification is not required.

25. Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the SPONSOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

26. Prior Disaster Relief Contract Violation. Under Sections 2155.006 and

2261.053 of the Texas Government Code, the SPONSOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

27. By signature hereon, SPONSOR certifies that:

- a. All statements and information prepared and submitted in the response to the application submitted pursuant Title 31, Part 17, Chapter 529 that resulted in this Cooperative Agreement are current, complete and accurate.
- b. SPONSOR has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.
- c. Financial Participation Prohibition Affirmation: Under Section 2155.004(b) of the , Texas Government Code, SPONSOR certifies that the SPONSOR is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- d. Executive Head of a State Agency Affirmation. Under Government Code §669.003, relating to contracting with an executive of a state agency, SPONSOR represents that no person who served as an executive of the TSSWCB, in the past four (4) years, was involved with or has any interest in this Agreement. If SPONSOR employs or has used the services of a former executive of TSSWCB then SPONSOR shall provide the following information: name of former executive, the name of state agency, the date of separation from state agency, the position held with SPONSOR, and date of employment with SPONSOR.
- e. Child Support Obligation Affirmation. Under Section 231.006 of the Family Code, the vendor certifies that the individual or business entity named in this contract 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.
- f. COVID-19 Vaccine Passport Prohibition. Under Section 161.0085 of the Texas Health and Safety Code, SPONSOR certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract.
- g. Signature Authority. The undersigned certifies that I am duly authorized to submit this Agreement and execute a contract on my own behalf or on behalf of the Respondent listed below.
- h. Debts and Delinquencies Affirmation. SPONSOR agrees that any payments due under this Agreement will be applied towards any debt or delinquent taxes and child support that is owed to the State of Texas.

- i. Excluded Parties. SPONSOR 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.
- j. Firearm Entities and Trade Associations Discrimination. Sponsor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, SPONSOR shall promptly notify TSSWCB.
- k. Foreign Terrorist Organizations. SPONSOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- l. No Conflicts of Interest. SPONSOR represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- m. Suspension and Debarment. SPONSOR certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency
- n. SPONSOR certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SPONSOR is in compliance with the State of Texas statutes and rules relating to procurement.

TSSWCB CONTRACT NUMBER: CDR103-REP-ST2-054-27

PURCHASE ORDER NUMBER: _____

THIS AGREEMENT constitutes the entire Agreement by and between the parties for purposes of accomplishing the results and objectives herein contained and any alteration hereof, or addition, or deletion shall be by addendum hereto in writing and executed by both parties. Furthermore, the undersigned contracting parties do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, and (2) the proposed arrangements serve the interest of efficient and economical administration of State Government.

TSSWCB

SPONSOR

**Texas State Soil and Water
Conservation Board**

Van Zandt County

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

APPROVED BY TSSWCB BOARD ON _____
(Date)

**VAN ZANDT COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

DATE OF AGENDA: **Monday August 10th at 2pm** – Special meeting

NAME: Judge Andy Reese

TELEPHONE OR EMAIL CONTACT: 903-567-7385

SUBJECT DESCRIPTION:

Discuss and consider ratifying two year agreement with Peoples for fiber based internet service at the District Attorney's office for \$380 per month.

SIGNATURE: _____

Reviewed and approved by: _____



QUOTE EXHIBIT A

Company Address 102 N STEPHENS ST
QUITMAN, TEXAS 75783
United States

Created Date 7/10/2026
Expiration Date 7/20/2026
Quote Number 00004091

Prepared By Jordan Davis
Phone
Email jordan.davis@gopeoples.net

Contact Name Scott Slaton

Bill To Name VAN ZANDT COUNTY COURTHOUSE
Bill To 121 E DALLAS ST STE 101
CANTON, TX 75103
United States

Service Name VAN ZANDT COUNTY DA'S OFFICE
Service Address 400 South Buffalo Street
Canton, TX 75103
United States

Quoted Line Items

Product	Product Description	Quantity	Sales Price	Discount (Percentage)	Total Cost
100x100 Mbps Dedicated Fiber Internet	FI0001 - 100x100 Mbps Dedicated Fiber Internet	1.00	\$400.00	5.00%	\$380.00

Total Cost

Total Non-Recurring Charges (NRC)
Total Monthly Recurring Cost (MRC)

\$0.00

\$380.00

*Sales Tax (if applicable) is NOT included.

Terms and Descriptions of Service

Contract Term 24 Months

In the event that the Customer terminates this Agreement prior to the expiration of the initial term or any agreed-upon renewal term, the Customer shall be liable to the Service Provider for an early termination penalty. The Penalty amount shall be equal to the remaining fees that would have been payable by the Customer for the remainder of the initial term or the remaining term of any active renewal period, as applicable.

Approval

Customer Signature

Name

Title

Date



ANDY REESE
COUNTY JUDGE
7/10/26

**VAN ZANDT COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

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

DATE OF AGENDA: **August 10, 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 COMMISSIONERS COURT
AGENDA REQUEST**

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

DATE OF AGENDA: **August 10 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: **August 10, 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: **August 10, 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 COMMISSIONERS COURT
AGENDA REQUEST**

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

DATE OF AGENDA: **August 10, 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: