



FILED FOR RECORD
KAUFMAN CO. TEXAS

JUN 17 PM 12:49

LAURA A. HUGHES
COUNTY CLERK

BY: MA
DEPUTY

Terry Crow
Commissioner Precinct 1

Skeet Phillips
Commissioner Precinct 2

Kelly Lane
Commissioner Precinct 3

Tommy Moore
Commissioner Precinct 4

Jakie Allen
County Judge

NOTICE OF REGULAR MEETING

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Tuesday, June 23, 2026, at 9:00 a.m., in the Commissioners' Court Meeting Room located in the Courthouse Annex 100 North Washington Street, Kaufman, Texas**, at which time the commissioners' court will consider the following items for discussion, and possible action, to wit:

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG:

REMARKS FROM VISITORS; (Any member of the public that wishes to speak on an item that is on this agenda will need to sign in, complete a Public Participation Form, and present to County Clerk prior to court. Speakers will be restricted to a three-minute presentation.)

1. **ROUTINE CORRESPONDENCE**
2. **CONSENT AGENDA**

- A. Discuss/Consider/Accept the Commissioners Court regular meeting minutes for June 16, 2026.
 - B. Discuss/Consider/Accept the Commissioners Court workshop meeting minutes for June 16, 2026.
 - C. Discuss/Consider/Approve the Application for Federal Assistance and the Application for Structural repairs for Kaufman-Van Zandt SWCD 505 regarding the rehabilitation of Cedar Creek 57 TX03338 in the amount of \$10,000,000.00.
3. **John Manning:** Discuss/Consider/Approve Fiscal Year 2025 Independent Audit Report for Patillo, Brown, & Hill, LLP.
 4. **Martha Diffe:** Present information regarding Still Hope Ranch, a non-profit safe house serving Kaufman County.
 5. **Steve Howie:** Discuss/Consider/Approve signing contracts with the TSSWCB for the repair of Upper East Fork Lateral (UEFL) Site 9 and Lower East Fork Lateral (LEFL) Site 5.
 6. **Chuck Mohnkern:** Discuss/Consider/Accept the Treasurer's monthly report for May 2026.
 7. **Tommy Riggs:** Discuss/Consider/Approve the 2026-2027 Renewal Notice and Benefit Confirmation regarding health/medical and dental insurance offered through Texas Association of Counties.
 8. **Constable Johnson:** Discuss/Consider/Approve the deputation of Robbins Powell as a Deputy Constable with Precinct #2 Constables Office to fill a vacant patrol contract position number 4404013 in (191) Windmill Farms.
 9. **Constable Johnson:** Discuss/Consider/Approve Deputy Robbins Powell to fill a vacant patrol contract position in (191) Windmill Farms with Precinct #2 Constable's Office.
 10. **Shannon Roden/Sandra Ray:** Discuss/Consider an appeal of a Subdivision Variance decision made by the Development Support Committee for Parcel UD 246893, per Section 13.01.1.1 of the Subdivision Regulations.
 11. **Lorena Diaz:** Discuss/Consider/Approve proposal with Kofile for book preservation services for Kaufman County Clerk utilizing TXMAS-23-92001.
 12. **Lorena Diaz:** Discuss/Consider/Approve purchase of 308CR SBX Excavator for R&B Pct 2 utilizing Sourcewell Contract 011723.
 13. **Lorena Diaz:** Discuss/Consider/Receive a presentation from American National Leasing on its vehicle lease purchase program.
 14. **Lorena Diaz:** Discuss/Consider/Approve renewal Bid 25-003 Concrete Box Culverts, Headwalls, and Guard Rails.
 15. **Commissioner Lane:** Discuss/Consider/Approve Road Use Agreement between Kaufman County and Contour Materials, Inc.

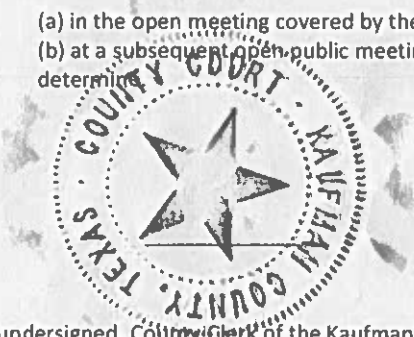
- 16. Auditor: Discuss/Consider line item and budget transfers/corrections.
- 17. Auditor: Discuss/Consider claims for payment and/or Financial Information as provided by the County Auditor.
- 18. Adjourn Meeting

If during the meeting, a discussion of any item on the agenda should be held in a closed meeting, the Commissioners' Court will conduct a closed meeting in accordance with the Texas Open Meetings Act and the Government Code, Chapter 551, Subchapter D and E; as noted below

Attorney Consultation	Gov't Code §551.071
Real Property	Gov't Code §551.072
Contract being negotiated	Gov't Code §551.0725
Prospective gifts or donations	Gov't Code §551.073
Personnel Matters	Gov't Code §551.074
County Advisory Body deliberations	Gov't Code §551.0745
Security Devices or Security Audits and Infrastructure	Gov't Code §551.0761 and 551.089
Economic Development negotiations	Gov't Code §551.087

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.



Signed this the 17th day of June, 2026.

Jakie Allen

Jakie Allen, Kaufman County Judge

I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of a meeting of the Kaufman County Commissioners' Court is a true and correct copy of the said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 17th day of June, 2026, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of the said meeting.

Laura Hughes, County Clerk

By: *Laura Hughes*

Deputy _____

ANYONE WHO HAS IMPAIRMENTS REQUESTING AID AT THE COMMISSIONERS' COURT OR ANY PUBLIC MEETING MUST CALL THE COUNTY CLERK AT LEAST 72 HOURS BEFORE THE MEETING.

**COMMISSIONERS COURT
REGULAR MEETING
JUNE 16, 2026**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Regular Meeting in the Commissioners Court Meeting Room, Kaufman Texas with the following members present: **Jakie Allen**, County Judge; **Terry Crow**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2; Absent; **Kelly Lane**, Commissioner Precinct 3; **Tommy Moore**, Commissioner Precinct 4; **Laura Hughes**, County Clerk.

INVOCATION;

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;

REMARKS FROM VISITORS;

CONSENT AGENDA

2. There came on to be a motion to accept the Consent Agenda.

A. Accept Commissioners Court Meeting Minutes for June 9, 2026.

B. Accept 2025 Distinguished Service Award for the Kaufman County Historical Commission from the Texas Historical Commission.

C. Accept Development Services 2nd Quarter Report for January through March 2026.

D. Accept Keep Kaufman County Beautiful recognized as a Silver Star Affiliate by Keep Texas Beautiful.

E. Approve a Master Services Agreement with Govably for Digital Bulletin Board Software for County Clerk Office, to be paid for with County Clerk Records Archive Funds.

Motion was made by Commissioner Terry Crow and seconded by Commissioner Kelly Lane.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE APPOINTMENT

3. There came on to be a motion approve the Appointment of Roland Napoles to fill the unexpired term of Stephen Womack, beginning on June 16, 2026 and ending on December 31, 2026.

Motion was made by Commissioner Kelly Lane and seconded by Commissioner Tommy Moore.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE APPOINTMENTS

4. There came on to be a motion to approve the Appointment of Sherry Duff and Kasey Hovis to the Kaufman County Pet Adoption Center Advisory Committee and continuation of service of current members Dr. Joe Urso and Veronica Slayton.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Terry Crow.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE APPLICATIONS

5. There came on to be a motion to approve the Application for Federal Assistance and the Application for Structural Repairs for Kaufman-Van Zandt SWCD 505, regarding the rehabilitation of Cedar Creek 57 TX03338 in the amount of \$10,000,000.00, as presented by Owen Cantrell.

Motion was made by Commissioner Kelly Lane and seconded by Commissioner Tommy Moore.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE APPOINTMENT

6. There came on to be a motion to approve the Appointment of Brenda Callaway, P.E., to the Surface Transportation Technical Committee to represent Kaufman County.

Motion was made by Commissioner Terry Crow and seconded by Commissioner Kelly Lane.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE AGREEMENT

7. There came on to be motion to approve authorization of the Interlocal Cooperation Agreement (ICA) between Kaufman County and Crandall Economic Development Corporation (EDC) for the FM 741 at US 175 Project and Receipt of Funding from Crandall EDC for the project in the amount of \$315,000.00, as presented by Brenda Callaway.

Motion was made by Commissioner Terry Crow and seconded by Commissioner Kelly Lane.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE AGREEMENT

8. There came on to be a motion to approve Professional Services Agreement between Kaufman County and HDR Engineering, Inc. for the FM 741 at US 175 Project in the amount of \$1,341,918.00, as presented by Brenda Callaway.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Kelly Lane.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE VENDOR

9. There came on to be a motion to approve MB Concrete to do work in Precinct 4 at 15913 US 175 W, Kemp, Tx, utilizing City of Forney RFP 2026-002.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Kelly Lane.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE LINE-ITEM AND BUDGET TRANSFERS/CORRECTIONS

10. There came on to be a motion to approve Line-Item and Budget Transfers/Corrections.

Motion was made by Commissioner Terry Crow and seconded by Commissioner Tommy Moore.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE CLAIMS FOR PAYMENT AND/OR FINANCIAL INFORMATION

11. There came on to be a motion to approve Claims for Payment and/or Financial Information.

Motion was made by Commissioner Kelly Lane and seconded by Commissioner Terry Crow.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO ADJOURN

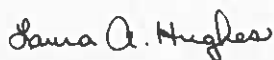
12. There came on to be a motion to adjourn.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Kelly Lane.

Motion was put to a vote. Motion carried and is so ordered.

I, Laura Hughes, County Clerk of Kaufman County, Texas, do hereby certify that the above Commissioner Court Minutes are true and correct record of the proceedings from the Commissioners Court Meeting.

ATTEST:



Laura Hughes, County Clerk

**COMMISSIONERS COURT
WORKSHOP
JUNE 16, 2026**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Workshop Meeting in the Commissioners Court Meeting Room, Kaufman, Texas with the following members present: **Jakie Allen**, County Judge; **Terry Crow**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2: Absent; **Kelly Lane**, Commissioner Precinct 3; **Tommy Moore**, Commissioner Precinct 4; **Laura Hughes**, County Clerk.

There came on to be a Workshop to discuss the Fiscal Year 2026-2027 Annual Budget.

MOTION TO ADJOURN

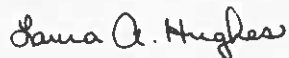
There came on to be a motion to adjourn.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Kelly Lane.

Motion was put to a vote. Motion carried and is so ordered.

I, Laura Hughes, County Clerk of Kaufman County, Texas, do hereby certify that the above Commissioner Court Minutes are true and correct record of the proceedings from the Commissioners Court Meeting.

ATTEST:



Laura Hughes, County Clerk

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 6/23/26	SUBMITTED BY: Brandi Van Huss DEPARTMENT: County Auditor	PERSON PRESENTING: John Manning
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss/Consider/Approve Fiscal Year 2025 Independent Audit Report for Pattillo, Brown, & Hill, LLP.

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 6/23/26	SUBMITTED BY: Steve Howie DEPARTMENT: Emergency Management	PERSON PRESENTING: Steve Howie
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss and Consider signing contracts with the TSSWCB for the repair of Upper East Fork Lateral (UEFL) Site 9 and Lower East Fork Lateral (LEFL) Site 5.

TSSWCB CONTRACT NUMBER: UEFL9-REP-ST2-055-27
PURCHASE ORDER NUMBER: _____

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 Kaufman County, whose principal place of business is located at 100 W Mulberry, Kaufman, TX 75142, 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 Upper East Fork Laterals 9 Final Design 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
Upper East Fork Laterals Site 9 (TX 03381)	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;

TSSWCB CONTRACT NUMBER: UEFL9-REP-ST2-055-27

PURCHASE ORDER NUMBER: _____

- 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 \$1,768,000.00 (Maximum Contract Price):**

- a. 100% of **construction cost**, not to exceed a maximum amount of \$1,700,000.00; and
- b. 4% of **reimbursed amount** for SPONSOR's administration cost, not to exceed a maximum amount of \$68,000.00. (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.

TSSWCB CONTRACT NUMBER: UEFL9-REP-ST2-055-27

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3. PROJECT Budget.

Description of Work	TSSWCB Cost Share	Sponsor: Kaufman County Cost Share	Total Cost of Project
Cost Share Items:			
Construction	\$1,700,000.00	\$0.00	\$1,700,000.00
Total of Project Costs	\$1,700,000.00	\$0.00	\$1,700,000.00
Non-Cost Share Costs:			
Contract Administration (4% of TSSWCB Cost Share)	\$68,000.00		
Total Agreement Costs	\$1,768,000.00	\$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

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PURCHASE ORDER NUMBER: _____

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

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PURCHASE ORDER NUMBER: _____

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

TSSWCB CONTRACT NUMBER: UEFL9-REP-ST2-055-27

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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.

TSSWCB CONTRACT NUMBER: UEFL9-REP-ST2-055-27

PURCHASE ORDER NUMBER: _____

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 HERUNDER; 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

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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.

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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

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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,

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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

Kaufman County
100 W. Mulberry
Kaufman, TX 75142

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.

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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.

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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

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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

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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.

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- 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.

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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**

Kaufman County

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

APPROVED BY TSSWCB BOARD ON _____
(Date)

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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 Kaufman County, whose principal place of business is located at 100 W Mulberry, Kaufman, TX 75142, 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 Upper East Fork Laterals 9 Final Design 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
Lower East Fork Laterals Site 5 (TX 03353)	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;

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- 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 \$3,811,000.00 (Maximum Contract Price):**

- a. 100% of **construction cost**, not to exceed a maximum amount of \$3,700,000.00; and
- b. 3% of **reimbursed amount** for SPONSOR's administration cost, not to exceed a maximum amount of \$111,000.00. (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.

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3. PROJECT Budget.

Description of Work	TSSWCB Cost Share	Sponsor: Kaufman County Cost Share	Total Cost of Project
Cost Share Items:			
Construction	\$3,700,000.00	\$0.00	\$3,700,000.00
Total of Project Costs	\$3,700,000.00	\$0.00	\$3,700,000.00
Non-Cost Share Costs:			
Contract Administration (3% of TSSWCB Cost Share)	\$111,000.00		
Total Agreement Costs	\$3,811,000.00	\$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

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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

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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

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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.

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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 HERUNDER; 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

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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.

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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

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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,

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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

Kaufman County
100 W. Mulberry
Kaufman, TX 75142

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.

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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.

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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

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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

TSSWCB CONTRACT NUMBER: LEFL5-REP-ST2-053-27

PURCHASE ORDER NUMBER: _____

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.

TSSWCB CONTRACT NUMBER: LEFL5-REP-ST2-053-27

PURCHASE ORDER NUMBER: _____

- 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: LEFL5-REP-ST2-053-27

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**

Kaufman County

By: _____

By: _____

Title: Executive Director _____

Title: _____

Date: _____

Date: _____

APPROVED BY TSSWCB BOARD ON _____

(Date)

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 6/23/26	SUBMITTED BY: Tommy Riggs DEPARTMENT: Human Resources	PERSON PRESENTING: Tommy Riggs
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss/Consider/Approve the 2026-2027 Renewal Notice and Benefit Confirmation regarding health/medical and dental insurance offered through Texas Association of Counties.

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is Tuesday at 12:00 P.M (Noon) preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 06/23/2026	SUBMITTED BY: J. Johnson DEPARTMENT: Constable # 2	PERSON PRESENTING: Constable Jason Johnson
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<p>ITEM REQUESTED IS FOR:</p> <p><input type="radio"/> Consent Agenda</p> <p><input checked="" type="radio"/> Action/Consideration</p> <p><input type="radio"/> Discussion/Report</p> <p><input type="radio"/> Executive Session</p> <p><input type="radio"/> Public Workshop</p>
--

<p>ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)</p> <p>Discuss and Approve Deputation of Robbins as a Deputy Constable with Precinct # 2 Constable's Office. To fill vacant patrol contract position number 4404013 in (191) Windmill Farms.</p>

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is Tuesday at 12:00 P.M (Noon) preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 06/23/2026	SUBMITTED BY: J. Johnson DEPARTMENT: Constable # 2	PERSON PRESENTING: Constable Jason Johnson
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss and Approve Deputy Robbins Powell to fill vacant patrol contract position in (191) Windmill Farm with Precinct # 2 Constable's office.

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 6/23/26	SUBMITTED BY: Shannon Roden DEPARTMENT: Development Services	PERSON PRESENTING: Shannon Roden Sandra Ray
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss/Consider an appeal of a Subdivision Variance decision made by the Development Support Committee for Parcel ID 246893, per Section 13.01.I.1 of the Subdivision Regulations.



**COUNTY SUBDIVISION
REGULATION REQUEST FOR
VARIANCE APPLICATION**

\$250.00 Non-Refundable Variance Request Fee

KAUFMAN COUNTY DEVELOPMENT SERVICES
101 N. HOUSTON ST.
KAUFMAN, TX 75142
(469) 376-4129

DEVELOPMENTSERVICES@KAUFMANCOUNTY.NET

Applicant Information

Name SANDRA "SANDY" RAY
 Phone 214-668-0395 E-mail SSRAY1@gmail.com
426 TERRACE DR. RICHARDSON TX 75081
 Mailing Address City State Zip

Note: if you are not the owner of the property, you must attach a letter from the owner giving you permission to submit this application.

Property Owner Information

Name SAME AS ABOVE
 Phone _____ E-mail _____

 Mailing Address City State Zip

Property Information

Site Address TBD County Road 345
 Legal Description (from deed): Lot(s) _____ Block _____ Subdivision _____
 Survey Name(s) E. Ables Survey, A-6
 Property Identification # 246893 Total Acreage 1.5
 (From Central Appraisal District)
 Length or Width of Property Frontage in contact with Roadway (feet) 20.0 Feet

Details of Variance request:

Please list your variance request separately along with the corresponding section of the Kaufman County Subdivision and Land Development Regulations or Code you are requesting the variance from:

Example: Section 5.03.10.a.II Cul-de-Sacs max # of lots is 15, Requesting 17 lots (please explain)

the "Minimum Direct Lot Frontage and Thoroughfare Requirements" Order Dated January 14th 2020. Sec. 232.103 of the Local Government Code.

Detailed Explanation of Variance Request

Please answer the following questions. Use a separate sheet of paper, if necessary:

- How does the application of the Kaufman County Subdivision and Land Development Regulations impose practical difficulties or hardship for your project?

Can't obtain address to get utilities

- How is your variance request consistent with the general purpose and intent of the Kaufman County Subdivision and Land Development Regulations?

Used local survey - title co so all would be correct in compliance but both piled me.

- How will granting the variance not merely serve as a convenience to you, but will alleviate some demonstrable hardship or difficulty so great as to warrant the variance?

seller nor survey or title Co. Explain or mention to me about the 75ft frontage requirement

- Is your variance request necessary because of exceptional narrowness, shallowness, or shape of your property? Yes or No


Too narrow at Co. Rd 345

- Is your variance necessary because of exceptional topographical conditions or other extraordinary or exceptional situation or condition of your property? Yes or No

- Will your variance increase the traffic congestion on public streets? Yes or No

- Will your variance cause any other parcels to become land locked? Yes or No

- Will your variance impair the public health and safety of Kaufman County? Yes or No

Applicant Authorization	<p>I authorize Kaufman County to conduct any site visits necessary to evaluate this variance application.</p> <p>I hereby state that I have prepared this application and that, to the best of my knowledge, the information contained herein is complete, accurate, and a true representation of the variance request. I further attest that I have the authority to submit this application and agree to comply with any and all conditions of variance approval. I agree to provide any additional information requested by Kaufman County as they deem necessary for the processing of this application.</p> <p>I understand that if the variance is approved, a complete action for which the variance is granted must be complete within one (1) calendar year from the date it is granted, or the variance will expire.</p> <p>By signing this form, the owner of the property authorizes Kaufman County to begin the process for a Subdivision Variance Application. The owner further acknowledges that submission of the Subdivision Variance Application does not in any way obligate Kaufman County to approve the Subdivision Variance Application. The Development Support Committee retains the right to consider the recommendations of various subject matter experts in their decision-making process.</p> <p><u><i>Sandra Ray</i></u> Applicant Signature</p> <p><u>May 18, 2026</u> Date</p>
Notary	<p>STATE OF TEXAS §</p> <p>COUNTY OF KAUFMAN <u>DALLAS</u></p> <p>Before me, on this day personally appeared <u>SANDRA RAY</u>, known to me, or through <u>PERSONALLY</u> [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.</p> <p><u><i>Diane Greenlaw</i></u> (Property owner or Authorized Agent Signature)</p> <p>Given under my hand and seal of office this <u>16</u> day of <u>May</u>, 20<u>26</u></p> <p>Notary Public in and for the State of Texas</p> <p><u>DIANE GREENLAW</u></p> <p>Type or Print Notary's Name</p> <p>My Commission Expires: <u>6/11/28</u></p> 
OFFICE USE ONLY	<p>Application Accepted for Review: Date: <u>05/18/2026</u> BY: <u>Shannon Roden - Dev Serv Clerk</u></p> <p>Fee Processing Date: <u>05/18/2026</u> Receipt # <u>2026-2102</u></p> <p>Development Support Committee Decision: Approved: _____ Denied: <u>X</u></p>

Deed Restriction Certification

Certification of Submitted Information

I SANDRA RAY (printed owner's name) acknowledge and understand that **DEED RESTRICTIONS** may or may not apply to my property located at: Property ID# 216893 (Parcel ID # _____). It is my duty to fully review the **DEED RESTRICTIONS** and seek interpretation, or clarification, from a title company/legal counsel in the event that I do not understand the **DEED RESTRICTIONS**.

I have reviewed the applicable **DEED RESTRICTIONS** and certify that such restrictions do not restrict my application for development.

Sandra Ray
Owner's Signature

May 18, 2026
Date

THE STATE OF TEXAS

COUNTY OF ~~KAUPTMAN~~ DALLAS

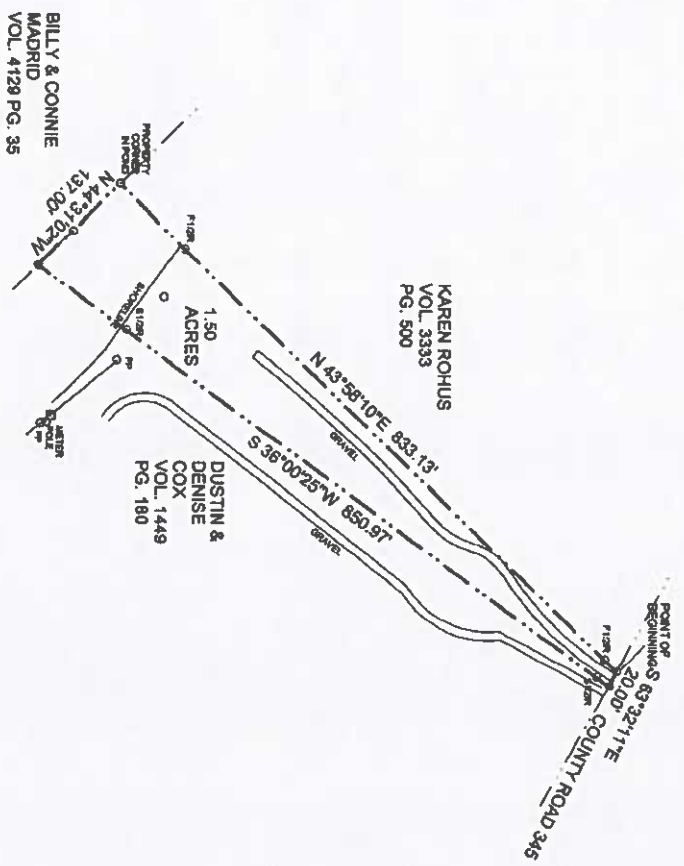
Before me, a notary public, on this day personally appeared SANDRA RAY (printed owner's name) the undersigned, who under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

Owner(s) Signature Subscribed and sworn to before me, this May day of 18, 2026.



Diane Greenlaw
Notary Signature

Notary Seal



BILLY & CONNIE
MADRID
VOL. 4128 PG. 35

KAREN ROHUS
VOL. 3333
PG. 500

DUSTIN &
DENISE
COX
VOL. 1449
PG. 180

POINT OF BEGINNING
S 83° 32' 11" E
20.00'
COUNTY ROAD 345

ALL THAT CERTAIN TRACT OR PARCELS OF LAND SITUATED IN THE E. ABLES SURVEY, ABSTRACT 8, TARRANT COUNTY, TEXAS AND BEING PART OF THE TRACT CONVEYED TO DONALD DALE COX, DENISE MAHE COX, AND DUSTIN WADE COX RECORDED IN VOLUME 1449 PAGE 180 AND FULLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID COX TRACT IN THE CENTER OF COUNTY ROAD 345, ALSO BEING THE NORTHWEST CORNER OF THE BARRETT HOLDINGS TRACT RECORDED IN VOLUME 3333, PAGE 500;
THENCE SOUTH 83 DEGREES 32 MINUTES 11 SECONDS EAST 20.00 FEET TO THE NORTHWEST CORNER OF THIS TRACT;
THENCE SOUTH 83 DEGREES 32 MINUTES 29 SECONDS WEST PASSING A SET OF CONCRETE ROD AT 72.00 FEET ON THE SPOKELINE OF A LANCE AND CONTAINING FOR A TOTAL OF 8507 FEET TO 14.00 FEET IN SAID LAND;
THENCE NORTH 44 DEGREES 51 MINUTES 02 SECONDS WEST 137.00 FEET TO A POINT IN SAID LAND;
THENCE NORTH 43 DEGREES 39 MINUTES 10 SECONDS EAST PASSING A POINT 128.00 FEET FROM THE POINT OF BEGINNING AND CONTAINING FOR A TOTAL OF 851.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.50 ACRES OF LAND.

MUSKOGEE COUNTY ELECTRIC FASHION VOL. 984 PG. 818 DOES NOT AFFECT

LEGEND:
DUSTIN AND DENISE COX (BUYERS)
DUSTIN AND DENISE COX (SELLERS)
RANGER TITLE
TITLE RESOURCES GROUP (UNDERWRITER)

THE UNDERGROUND POWER HIGHWAY CENTER THAT (A) THAT THE FOREGOING SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT AND (B) THAT THE SURVEY SHOWS THE LOCATION OF ALL IMPROVEMENTS, HIGHWAYS, STREETS, RAILS, RAILROADS, RIVERS, CREEKS OR OTHER WATERWAYS, FENCES, EXISTING AND RIGHTS OF WAY, AND OTHER FEATURES OF THE PROPERTY WITH ALL DIMENSIONS AND POINTS OF VIEW REFERENCED TO THE POINTS OF BEGINNING AND ENDING OF THE SURVEY AND ALL CONVEYANCES OR VERBAL ENCUMBRANCES, EXCEPT AS SHOWN ON THE SURVEY. (D) THE SURVEY SETS FORTH THE DIMENSIONS AND TOTAL AREA OF THE PROPERTY.
THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE FOR A ONE TIME CLOSING WITH OF HUSBAND AND TITLE COMPANY AS SHOWN HEREON AND THE UNDERWRITER ACCEPTS LIABILITY FOR THE USE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN THAT FOR WHICH AND WHERE IT WAS ORIGINALLY PREPARED. SURVEY SHOULD ONLY BE USED FOR THE PURPOSES SHOWN IN RED INK.

I CERTIFY THAT THIS PROPERTY LIES WITHIN 1/4 OF THE TOWN OF GUNBARREL, COUNTY OF TARRANT, STATE OF TEXAS, COMMUNITY PANEL 4, ZONED R-1, WHICH IS A RESIDENTIAL SINGLE-FAMILY ZONE. ANY REFERENCE TO "GOOD PLAIN" ON THE SURVEY IS AN ERRATA. BASED ON DATA AVAILABLE TO ME AT THE TIME OF THE SURVEY, I CONSIDER THIS A REPRESENTATION OF THE POTENTIAL OF THIS PROPERTY.
BASIS OF RECORDS ARE ACTUAL GPS READINGS THROUGH WORKING

TITLE COMPANY: RANGER TITLE
ACCEPTED BY: _____
DATE: _____



MOBLY AND ASSOCIATES, LLC
425 N. GUN BARREL LANE
GUN BARREL CITY, TX 75156
469-853-3782 RPLS 4128
FIRM NO. 10183765 MOBANDASSOC@GMAIL.COM

OF NUMBER	7251653K
SCALE	1"=100'
DATE	1-19-2026
FILE NUMBER	26-010
SHEET NUMBER	1
OF 1 SHEETS	

REVISIONS

INVOICE

MOBLY AND ASSOCIATES

425 N. GUN BARREL LANE
GUN BARREL CITY, TX 75156
469-853-3782
FIRM #10193765

TO: RANGER TITLE	DATE:1-19-2026
SURVEY	
COUNTY ROAD 345	\$ 600.00
TAX	\$49.50
TOTAL	\$649.50

JAMES MOBLY R.P.L.S.#4128 26-010



KAUFMAN COUNTY, TEXAS
Development Services Department

June 5, 2026

Attn: Sandra Ray

Re: Variance Request for Direct Lot Frontage Requirement of 75'

Dear Ms. Ray,

The Development Support Committee has reviewed and **Denied** the Variance Request.

Waiver Requested: Variance Request for the following:

- a. Minimum 75' Direct Lot Frontage Requirement per the County's Frontage Order

The Committee has determined that there is no hardship.

Thank you in advance for your cooperation.

Regards,
Kaufman County Development Services

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 6/23/26	SUBMITTED BY: Jessica Moya DEPARTMENT: Purchasing	PERSON PRESENTING: Lorena Diaz
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss/Consider/Approve proposal with Kofile for book preservation services for Kaufman County Clerk utilizing TXMAS-23-92001



Quote # Q-04407
 Quote Date 6/2/2026
 Expiration Date 8/31/2026
 PO #

6300 Cedar Springs Road, Dallas, TX 75235

Proposal

Customer Information

Customer Kaufman County Clerk | TX
Billing Address P.O Box 729, Kaufman, Texas 75142
Shipping Address 1902 U.S. 175 Frontage Road, Kaufman, Texas 75142

Customer Primary Contact

Name Laura Hughes
Title County Clerk
Phone 469-376-4730
Email laura.hughes@kaufmancounty.net

Kofile Primary Contact

Name Chris Finch
Title Account Executive
Phone 973.903.3374
Email chris.finch@kofile.com

To Laura Hughes,

This proposal addresses Kaufman County Clerk | TX for **Book Preservation Services** and is presented by Kofile Technologies, Inc. (Kofile).

Kofile is uniquely qualified as the largest and most experienced records preservation and modernization company in the United States.

Quoted services include Book Preservation.

With patented innovations, unmatched expertise, and a deep commitment to serving communities, we help organizations navigate preservation and digital transformation with confidence. Backed by proven results and trusted by thousands of government leaders nationwide, Kofile is your ally in building efficiency, security, and legacy. Let us preserve your permanent records while shaping the future—together.



KOFILE: Powering Modern Government™

Kofile is the nation's most experienced provider of public records preservation, imaging, and access solutions. With roots tracing back to 1888 and strengthened through the strategic acquisition of legacy preservation firms, Kofile offers over a century of combined expertise in safeguarding vital government documents. Since its founding in 2009, the company has expanded to include digital imaging, indexing, cloud-based access platforms, and workflow solutions designed specifically for the public sector. Backed by over 500 employees and a robust portfolio of patented technologies, Kofile partners with local governments to modernize their records while preserving their historical integrity for generations to come. Learn more at kofile.com.

KEY DIFFERENTIATORS

In a landscape of strained budgets, outdated systems, and ever-evolving mandates, **Kofile** stands as a true partner to government agencies—trusted not just for what we do, but for how we do it. We don't just digitize public records; we preserve legacies, fortify access, and future-proof operations with secure, scalable, and strategic solutions.

What Sets Us Apart

Our People and Expertise

- **Unmatched scale and specialization** with over 500 employees across four secure U.S. facilities
- **Decades of experience** delivering successful records projects for over 3,000 local governments, including large entities such as Los Angeles, Dallas, Wayne, and Harris Counties
- **Proven capability** to digitize over 25 million pages and preserve 6+ million archival pages annually
- **Trusted across funding sources**, including federally funded initiatives requiring strict adherence to FERPA, HIPAA, CJIS, and local government mandates
- **Cross-functional teams** of preservationists, technicians, and compliance experts who deliver precise, on-time results
- **Comprehensive project support** from assessment and planning to execution and delivery



Our Commitment to the Future

- **Cloud-based digital access platform:** Our proprietary cloud-based platform for secure, indexed access to land, court, vital, and case records, with optional e-commerce for self-funded record access
- **Civic HubSM:** An intuitive digital portal designed to improve engagement between governments and their constituents
- **State-of-the-art infrastructure** including a 150,000 sq. ft. fire- and F5 tornado-resistant Dallas HQ, climate-controlled environments, archival-grade vaults, and restricted-access security protocols
- **Advanced equipment** such as large-format, non-contact, and batch scanners, custom-built software, and patented preservation tools like Disaster-Safe Binders and lay-flat sleeves
- **Tailored storage solutions** engineered for long-term preservation, from mobile shelving and plat systems to custom records desks
- **Strategic planning for continuity:** Hundreds of customized records management plans designed to future-proof access and safeguard against catastrophic events

Our Commitment to You

- **Transparent partnerships** with clear scopes, timelines, and pricing from day one—no surprises
- **Client ownership of data:** You retain full control of your records and digital files at all times
- **Secure transport and chain of custody:** DOT-compliant vehicles, GPS tracking, and item-level inventory ensure safe and accountable handling
- **Rigorous QA/QC protocols:** Every document is reviewed with manual image comparison; defects are corrected in-house before delivery
- **Scalable, responsive service** for projects of any size—from single departments to multi-county or district-wide initiatives
- **Assessment-driven approach:** Complimentary evaluations provide a clear picture of your record collection's condition, risks, and opportunities
- **Dedicated support teams** including solution architects and technical specialists guiding you from kickoff to delivery



SCOPE OF WORK

Book Preservation

- Inspect and log each item upon receipt.
- Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).
- Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.
- Surface clean sheets according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).
- Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets with Kofile's proprietary solution Bookkeepers®.
- Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.
- Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.

PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated document and page counts and condition. Final billing occurs on actual document and page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Kaufman County Clerk TX					
Project Overview - Estimated Volumes and Pricing					
Record Series	Volume	UOM	Quantity	Level of Service	Estimated Total
Index to Probate Cases	1-2	Per Page	482	Book Preservation	\$2,670.28
Index to Probate Minutes	3A-K, 3L-Z, 4A-K, 4L-Z, 5-8	Per Page	2,336	Book Preservation	\$12,941.44
Probate Fee Book	18, 19-35	Per Page	7,805	Book Preservation	\$43,239.70
Judges Probate Docket	5-12	Per Page	4,750	Book Preservation	\$26,315.00
Probate Minutes	2, A	Per Page	1,272	Book Preservation	\$7,046.88
Probate Claim Docket	3	Per Page	480	Book Preservation	\$2,659.20
Probate Docket	2-3	Per Page	920	Book Preservation	\$5,096.80
Product			Quantity	Estimated Total	
			PROJECT TOTAL	\$99,969.30	

PURCHASING VIA TXMAS

Please reference Contract No. TxMAS-23-92001 directly on the P.O. Kofile can prepare a Shopping Cart in TxSmartBuy so Kaufman County Clerk | TX can complete this purchase. Kaufman County Clerk | TX is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UOM	UNIT PRICE	QTY	LINE TOTAL
PRV701	96272	Record Book Preservation By Page	Per Page	\$5.54	18,045	\$99,969.30
					TOTAL	\$99,969.30



BILLING

Pricing based on the assumptions and records provided by Kaufman County Clerk | TX, as outlined in the Scope of Work section of this response. Kofile will invoice based on actual document and image counts times the unit rate and will not exceed the estimated total without written authorization.

PAYMENT TERMS

Kofile will invoice 50% of the total proposed estimate upon first pickup of any inventory. The remaining balance will be invoiced upon the earlier of thirty (30) days after completion or delivery. Proposal pricing from Kofile is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity or condition of records.

PURCHASING VEHICLE**TXMAS**

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

TERMS & CONDITIONS

This proposal is governed by Kofile's Terms & Conditions at:
<https://Kofile.com/termsandconditions/>.

Customer Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

Kofile Acceptance

Name (Authorized Official):	Chris Finch
Title:	Account Executive
Date:	6/2/2026
Signature:	<i>Chris Finch</i>

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 6/23/26	SUBMITTED BY: Jessica Moya DEPARTMENT: Purchasing	PERSON PRESENTING: Lorena Diaz
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ITEM REQUESTED IS FOR: <input type="radio"/> Consent Agenda <input checked="" type="radio"/> Action/Consideration <input type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA) Discuss/Consider/Approve purchase of 308CR SBX Excavator for R&B PCT 2 utilizing Sourcewell Contract 011723
--



DATE: June 16, 2026
 QUOTE #:387497-02
 This quote expires 30 days from the date issued.

KAUFMAN COUNTY PCT 1 COUNTY AUDITOR
 Jim Howell / Terry Crow
 PO BOX 729
 KAUFMAN, TEXAS 75142-0729

Pemberton, Brent
 817.219.6187

One (1) New Caterpillar Inc Model: 308CR SBX Excavator
 Includes: Cab/Air + Hydraulic Thumb + Manual Pin Grabber Coupler + 24" Digging Bucket + 48" Ditch Bucket

SALE PRICE	\$135,832
EXT WARRANTY (see below)	Included
TOTAL PRICE	\$135,832

Quote Through Sourcewell Contract 011723 – Member 44725

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty
 Extended Warranty: 60 MO/4000 HR POWERTRAIN + HYDRAULICS + TECHNOLOGY

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
308 08A CR MHE CFG14A	650-0089
ALARM, TRAVEL	511-6157
ALARM AS-BACKUP	454-8480
LIGHTS, LED	511,6217
BOOM, SWING	512-2573
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
ELECTRICAL ARR, C2.8 HRC	603-3473
ENGINE, EPA TIER 4 FINAL	805-2460
308 08A CR MINI EXCAVATOR	805-5045
LINKAGE, BUCKET W/ LIFTING EYE	568-1567
EOU HOUSE SWING COVER, 8T	805-3340
BELT, SEAT, 3" RETRACTABLE	510-6085
INTEGRATED RADIO V2	639-4467
MONITOR NEXT GEN, ADVANCED, CR	511-6177
PRODUCT LINK, CELLULAR PLE643	628-8023
CAT KEY, WITH PASSCODE OPTION	522-8460
NO EXTRA COUNTERWEIGHT	538-2863
LIGHT, REAR, LED	511-8211
MIRROR, RIGHT SIDE, REAR VIEW	523-8409
STD BLADE, STD U/C, TG W/PAD	646-7214
STICK, LONG	646-7222
SEAT, AIR SUSP, HEAT	650-7585
CAMERA, REAR VIEW	646-6465
BUCKET-DC, 48", 11.8 FT3, 7T	306-5664
THUMB, HYDRAULIC, 7-9T, PO	620-7655
444-7499 COUPLER, PG, MAN.D.LOCK, 7-9T	444-7498
295-5952 BUCKET-HD, 24", 8.1 FT3, 7T	295-5952

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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COURT DATE REQUESTED: 6/23/26	SUBMITTED BY: Jessica Moya DEPARTMENT: Purchasing	PERSON PRESENTING: Lorena Diaz
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss /consider/receive a presentation from American National Leasing on its vehicle lease purchase program

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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COURT DATE REQUESTED: 6/23/26	SUBMITTED BY: Jessica Moya DEPARTMENT: Purchasing	PERSON PRESENTING: Lorena Diaz
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss/Consider/Approve renewal Bid 25-003 Concrete Box Culverts, Headwalls, and Guard Rails

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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COURT DATE REQUESTED: <p style="text-align: center;">6/23/26</p>	SUBMITTED BY: Missy Wallace DEPARTMENT: R&B 3	PERSON PRESENTING: Commissioner Lane
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ITEM REQUESTED IS FOR: <p><input type="radio"/> Consent Agenda</p> <p><input checked="" type="radio"/> Action/Consideration</p> <p><input type="radio"/> Discussion/Report</p> <p><input type="radio"/> Executive Session</p> <p><input type="radio"/> Public Workshop</p>
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ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA) Discuss/Consider/Approve Road Use Agreement between Kaufman County and Contour Materials, Inc.

SECURITY ASSIGNMENT ADDENDUM FOR RESTORATION AND ROAD REPAIR

Contour Materials, Inc. (ASSIGNOR), by and through its duly authorized representative below, hereby assigns the SECURITY described below to KAUFMAN COUNTY (ASSIGNEE).

SECURITY: \$50,000.00 in total, to be deposited into account(s) held in the name of KAUFMAN COUNTY, in escrow,

SECURITY MAY BE DEPOSITED IN INSTALLMENTS:

Parties further agreeing said SECURITY may either be deposited in one installment, or may at discretion of Assignor be deposited as follows:

- **Year 1 Installment:** \$10,000.00, deposited within 30 days of execution; and
- **Year 2 Installment:** \$20,000.00, deposited within 30 days of first anniversary after execution; and
- **Year 3 Installment:** \$20,000.00, deposited within 30 days of second anniversary after execution.

Parties further agree that Assignor may elect to make Year 1 Installment in (3) payments, and the terms for such payments shall be as follows:

- **First Payment:** \$3,467.67, deposited within 30 days of execution;
 - \$3,333.33, plus interest in the amount of \$134.34
- **Second Payment:** \$3,400.50, deposited within 150 days of execution;
 - \$ 3,333.33 plus interest in the amount of \$67.17
- **Third Payment:** \$3,333.34, deposited within 270 days of execution.

PURPOSE: To satisfy any obligations of **Contour Materials, Inc.** for restoration and/or road repair under the following agreements executed **Same date as this Security Assignment Addendum:**

[ROAD USE AGREEMENT BETWEEN KAUFMAN COUNTY AND CONTOUR MATERIALS, INC.]

Said SECURITY is made in conjunction with the Reclamation Agreement between ASSIGNOR and ASSIGNEE and said SECURITY for the purpose of providing security for obligations for road repairs and/or reclamation cleanup required of ASSIGNOR under the Reclamation Agreement. ASSIGNOR assigns to ASSIGNEE any and all right, title, claim and interest of whatever nature of ASSIGNOR in and to the SECURITY described above. ASSIGNOR and ASSIGNEE expressly agree that SECURITY for the purpose of the Assignment shall mean the FACE AMOUNT (Principal) of the SECURITY and the interest accruing on account of the SECURITY.

SECURITY ASSIGNMENT ADDENDUM FOR RESTORATION AND ROAD REPAIR

Parties agree that the Kaufman County Treasurer shall have the authority to act on behalf of ASSIGNEE in all respects in regard to this SECURITY. Parties agree that the Kaufman County Judge is the official with authority to execute other instruments not directly related to the SECURITY.

ASSIGNOR agrees that this assignment carries with it the right to any depository or other insurance on the SECURITY that may exist now, or in the future, and includes the right of ASSIGNEE, by and through the Kaufman County Treasurer to negotiate, redeem, collect and withdraw at any time any part of the of the SECURITY, principal or interest, to be applied as payment to unpaid costs of obligations for road repairs and site reclamation required of ASSIGNOR of the previously identified Reclamation Agreement.

The right of ASSIGNEE, by and through the Kaufman County Treasurer to apply the SECURITY shall not be affected by a subsequent change in the trade name or business location of the person or entity on whose behalf this assignment is executed.

The ASSIGNOR further agrees that ASSIGNEE may, in its own discretion and at any time, transfer all or any part of the SECURITY between various accounts and investments held by ASSIGNEE for purposes of increased interest, mitigation of risk, or any other legitimate purpose regarding the transfer of funds. Parties agree that ASSIGNEE assumes the risk of loss of any investment of SECURITY and ASSIGNOR shall not be responsible for replenishment should the SECURITY lose value.

This Assignment is made subject to the following terms:

- 1 EXISTING LIABILITIES. This Assignment is subject to no existing obligations.
- 2 BINDING EFFECT. This Assignment and all of its terms and conditions are binding on ASSIGNOR and its successors and assigns.
- 3 FULL INCORPORATION: The Parties expressly agree this Addendum shall be considered fully incorporated into the above described agreements executed between the Parties as though it was contained therein.
- 4 COMPLETE SECURITY: Parties expressly agree that the Security provided for in this instrument fully satisfies any requirement by **Contour Materials, Inc.** to provide security under the agreements identified above.

[The Remainder of this Page Intentionally Left Blank]

SIGNATURES ON FOLLOWING PAGE

SECURITY ASSIGNMENT ADDENDUM

FOR RESTORATION AND ROAD REPAIR

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF EXECUTION BY ALL PARTIES.

FOR THE COMPANY:

Contour Materials, Inc.:

Kelton Long
Signature

6-5-2026
DATE

Kelton Long
Printed Name

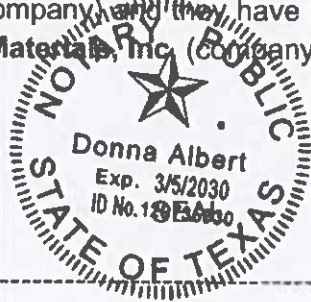
VP
Office/Title

STATE OF TEXAS §

COUNTY OF Hunt §

I do here by certify on this 5th day of June, 2026 personally appeared Kelton Long, being by me first duly sworn, declared they are the Vice President (office/title) for **Contour Materials, Inc.** (company) and they have been duly authorized to execute the foregoing document on behalf of **Contour Materials, Inc.** (company).

Donna Albert
Notary Public, State of TEXAS



FOR KAUFMAN COUNTY

Execution of this Agreement authorized and ORDERED by Kaufman County Commissioners' Court on the _____ day of _____, 20_____.

Jakie Allen, Kaufman County Judge

Attest:

Laura Hughes, Kaufman County Clerk

**SECURITY ASSIGNMENT ADDENDUM
FOR RESTORATION AND ROAD REPAIR**

ACH or WIRE Instructions

Kaufman County would prefer deposit submission by WIRE transfer but will accept ACH transfer should this be preferable to Assignor.

Financial Institution: The American National Bank of Texas

Address of Bank: 2700 South Washington, Kaufman, Texas 75142

ABA or Routing #: 111901519

Account Holder: Kaufman County

Account #: 600013312

Account Type: Checking Account

Authorizing Signatures and contact information for account holder:

Chuck Mohnkern, Kaufman County Treasurer:
chuck.monkern@kaufmancounty.net
(469)376-4575

Carla Cook, Kaufman County Assistant Treasurer:
carla.cook@kaufmancounty.net
(469)376-4642

ROAD USE AGREEMENT

STATE OF TEXAS

§

COUNTY OF KAUFMAN

§

§

ROAD USE AGREEMENT BETWEEN KAUFMAN COUNTY AND CONTOUR MATERIALS, INC.

WHEREAS, Contour Materials, Inc. (hereinafter "Company") intends to mine, dig, or otherwise extract and sell select fill and topsoil material located on parcel ID # 237982 within Kaufman County, Texas (See Exhibit A, attached hereto), (hereinafter the "Project") utilizing CR 314, located in Precinct No.(s) 3 of Kaufman County; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, etc. in amounts that exceed the capacity of the road) over one or more Kaufman County, Texas road(s) identified as (collectively, the "Affected Roads") and as identified in Exhibit B; and

WHEREAS, the weight of the equipment may exceed the load bearing capacity of the identified county road and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Kaufman County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of Company's construction activities related to the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize the Affected Roads for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date any time after execution of this agreement.
2. Company shall employ a third-part vendor to perform all repairs (both during the term of the project and post-project), replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. All Affected Roads will be photographed by the Company and/or County prior to the construction of the Project for purposes of comparing the pre-construction condition of the Affected Roads with the post-construction condition of the Affected Roads. Company and County may agree to have

Company pay for costs of materials and County to perform repairs with County personnel. In such instances such costs shall be deducted from funds deposited by Company and referenced in separate Security Agreement for such purposes.

3. Company shall provide County details of Project work which indicates the Affected Roads at least thirty (30) days prior to the start of work.
4. Company agrees to maintain the Affected Roads during the term of the construction/installation of the Project and to return the Affected Roads to substantially the same condition of the road within ninety (90) days after construction is completed.
5. Company agrees to provide at least forty-eight (48) hours' notice to the County Commissioners or Road Superintendents for Precinct No.(s) 3 of Kaufman County, Texas before transporting any equipment, and construction activities, on the Affected Roads that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.
6. This Agreement shall be considered fully executed and in full force and effect after both execution by representative for **Contour Materials, Inc.**, and executed by County Judge after vote of Commissioners' Court authorizing such.

[The Remainder of this Page Intentionally Left Blank]

SIGNATURES ON FOLLOWING PAGE

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF EXECUTION BY ALL PARTIES.

FOR THE COMPANY:

Contour Materials, Inc.:

Kelton Long
Signature

6-5-2026
DATE

Kelton Long
Printed Name

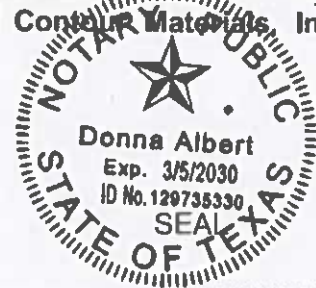
VP
Office/Title

STATE OF TEXAS §

COUNTY OF Hunt §
§

I do here by certify on this 5th day of June, 2026, personally appeared Kelton Long, being by me first duly sworn, declared they are the Vice President (office/title) for **Contour Materials, Inc.** (company) and they have been duly authorized to execute the foregoing document on behalf of **Contour Materials, Inc.** (company).

Donna Albert
Notary Public, State of TEXAS



FOR KAUFMAN COUNTY

Execution of this Agreement authorized and ORDERED by Kaufman County Commissioners' Court on the _____ day of _____, 20_____.

Jakie Allen, Kaufman County Judge

Attest:

Laura Hughes, Kaufman County Clerk