

MASTER DISASTER LOGISTICS SERVICES AGREEMENT

Indefinite Delivery / Indefinite Quantity Contract

Tyler County, Texas

Disaster Logistics Services

and

Environmental Earth-Wise, Inc.

EXECUTION DOCUMENT

City:

Tyler County, Texas
100 West Bluff Street
Woodville, Texas 75979

Contractor:

Environmental Earth-Wise, Inc.
11020 N. Highway 146
Mont Belvieu, Texas 77523

Contract Type:

Master IDIQ Disaster Logistics Services Agreement

Exhibits:

Exhibit A - RFP and Addenda
Exhibit B - Contractor Pricing Schedule – If required

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MASTER DISASTER LOGISTICS SERVICES AGREEMENT

This Master Disaster Logistics Services Agreement (the "Agreement") is entered into by and between the Tyler County, Texas, a Texas municipal corporation and home-rule county (the "City"), and Environmental Earth-Wise, Inc., a Texas corporation ("Contractor" or "EEW"). The Agreement is effective on the date it has been approved by the Commissioners Court, if required, and signed by authorized representatives of both Parties (the "Effective Date").

ARTICLE 1. PARTIES

1.1 County. The County is the Tyler County, Texas, with offices at 100 West Bluff Street, Woodville, Texas 75979.

1.2 Contractor. Contractor is Environmental Earth-Wise, Inc., with offices at 11020 N. Highway 146, Mont Belvieu, Texas 77523.

1.3 Parties. The County and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

ARTICLE 2. RECITALS AND PURPOSE

2.1 The County issued Request for Proposals No. 2026-08 for Disaster Logistics services (the "RFP") to establish one or more contracts for emergency response equipment, supplies, personnel, and services after a tropical storm, hurricane, tornado, flood, severe winter storm, or other incident, emergency, or disaster.

2.2 Contractor submitted a response to the RFP and was selected for award by the County in accordance with the evaluation process stated in the RFP.

2.3 The Parties desire to enter into this master indefinite delivery / indefinite quantity agreement so that the County may order disaster logistics services, equipment, supplies, and personnel from Contractor on an as-needed basis during the term of the Agreement.

2.4 The recitals are incorporated into this Agreement as material terms.

ARTICLE 3. DEFINITIONS

Activation. means the County's request or direction for Contractor to begin planning, mobilization, deployment, performance, or support under this Agreement.

Authorized County Representative. means the County employee or official designated by the County to issue directions, approve work, review invoices, coordinate priorities, or administer a Task Order.

Contract Documents. means the documents listed in Article 4.

Contractor Representative. means the individual designated by Contractor to serve as Contractor's primary point of contact during activations and disaster operations.

Emergency. means any incident, threat, disaster, severe weather event, public safety condition, infrastructure failure, or other circumstances for which the County determines that disaster logistics support is needed.

Pricing Schedule. means Contractor's approved rates, fees, unit prices, equipment rates, labor rates, and related pricing incorporated as Exhibit B.

Services. means the disaster logistics equipment, supplies, labor, materials, management, transportation, and support services authorized under this Agreement.

Task Order. means a written authorization, purchase order, work authorization, notice to proceed, emergency activation, or similar written direction issued by the County under this Agreement.

ARTICLE 4. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

4.1 Contract Documents. The following documents are incorporated into this Agreement by reference and shall constitute the Contract Documents:

1. This Agreement;
2. Tyler County Disaster Logistics Services, including any addenda issued by the City;
3. Contractor's approved Pricing Schedule, attached or incorporated as Exhibit B;

4. Any Task Order, Purchase Order, Work Authorization, Notice to Proceed, or written activation issued by the County under this Agreement;
5. Any written amendment executed by both Parties.

4.2 Excluded Documents. Contractor's proposal narrative, resumes, references, methodology, marketing materials, and other non-pricing submission materials are not incorporated into this Agreement unless expressly identified in a written amendment executed by both Parties. This provision does not exclude the Pricing Schedule.

4.3 Order of Precedence. If a conflict exists among the Contract Documents, the following order shall control, unless a later written amendment expressly states otherwise:

6. Written amendment executed by both Parties;
7. Task Order, Purchase Order, Work Authorization, or Notice to Proceed, but only for the work authorized therein;
8. This Agreement;
9. RFP No. 2026-08 and addenda;
10. Contractor's Pricing Schedule.

4.4 No Waiver by Order. No Task Order, purchase order, invoice, delivery ticket, field ticket, email, or other administrative document shall amend this Agreement unless signed by authorized representatives of both Parties and expressly identified as an amendment.

ARTICLE 5. TERM AND RENEWAL

5.1 Initial Term. The initial term of this Agreement shall be three (3) years from the date of Commissioners Court approval, unless terminated earlier in accordance with this Agreement.

5.2 Renewal Options. The Agreement may be renewed for two (2) additional one-year terms upon mutual written agreement of the Parties. No renewal shall be automatic, and neither Party shall be obligated to agree to a renewal.

5.3 Survival. Any provision that by its nature should survive expiration or termination shall survive, including payment obligations, audit rights, records retention, indemnification, confidentiality, limitations of liability, and dispute provisions.

ARTICLE 6. IDIQ NATURE; NO GUARANTEED QUANTITIES

6.1 IDIQ Contract. This Agreement is a master indefinite delivery / indefinite quantity contract. The County may order Services as needed, but no work is authorized unless and until the County issues a Task Order or other written authorization.

6.2 No Minimum Purchase. The County does not guarantee any minimum amount of work, revenue, equipment rental, labor hours, purchases, Task Orders, activations, or expenditures under this Agreement.

6.3 Non-Exclusive Agreement. The County may obtain similar or identical services from other contractors or through its own forces. Nothing in this Agreement grants Contractor an exclusive right to perform disaster logistics services for the County.

6.4 Contractor Reliance. Contractor shall not rely on any projected quantities, estimated quantities, evaluation quantities, historical use, or planning assumptions as a guarantee of future work.

ARTICLE 7. SCOPE OF SERVICES

7.1 General Scope. Contractor shall provide disaster logistics equipment, supplies, labor, supervision, management, transportation, subcontractors, and related support resources as authorized by the County.

7.2 Services. Services may include, without limitation:

- Generators and temporary power support;
- Electrical cable, electrical distribution support, and related temporary power equipment;
- Light towers and temporary lighting;
- Bypass pumps, water pumps, hoses, and related pumping support;
- Traffic control devices, barricades, drums, cones, portable stop signs, and changeable message signs;
- Diesel fuel, unleaded gasoline, fuel trucks, and fuel delivery services;

- Portable restrooms, ADA-compliant restrooms, hand wash stations, shower trailers, restroom trailers, and related sanitation services;
- Logistics staffing, electricians, commodity point of distribution support, laborers, supervisors, and operational personnel;
- Heating and cooling equipment, including portable AC units and heaters;
- Heavy equipment, including forklifts and related material handling equipment;
- Tents and temporary shelter resources;
- Miscellaneous disaster logistics resources requested by the County and within Contractor's capability.

7.3 As-Needed Services. Services shall be performed on an as-needed basis when directed by the County. The County shall determine the timing, location, priority, and general operational need for Services.

7.4 Standard of Performance. Contractor shall perform Services in a professional and workmanlike manner, consistent with generally accepted industry standards for emergency response, logistics, equipment rental, and disaster support operations.

7.5 No Unauthorized Expansion. Contractor shall not expand the scope of work, deploy additional equipment, add labor categories, incur extraordinary costs, or perform optional services unless authorized by the County in writing, except where immediate action is necessary to protect life, safety, or property and prior authorization is not practicable. In such event, Contractor shall notify the County as soon as reasonably possible.

ARTICLE 8. ACTIVATION, TASK ORDERS, AND NOTICES TO PROCEED

8.1 Activation Authority. The County may activate this Agreement by issuing a Notice to Proceed, Task Order, Purchase Order, Work Authorization, email from an Authorized County Representative, or other written direction.

8.2 Emergency Communications. During an Emergency, written direction may be issued by email, text message, or other documented electronic communication from an Authorized County Representative. The County may later issue a confirming purchase order or Task Order for administrative purposes.

8.3 Mobilization Planning. Within twenty-four (24) hours after receipt of an activation notice, Contractor shall begin mobilization planning and coordination for the Services requested by the County.

8.4 Task Order Content. A Task Order may include, as applicable, the type of Services requested, location, anticipated start date, requested equipment, labor categories, reporting requirements, billing references, and any special instructions.

8.5 Changes to Task Orders. The County may modify authorized work in writing. Contractor shall not be required to perform materially changed work until the Parties have agreed on the scope and applicable compensation, except as necessary to address immediate health, safety, or property protection concerns during an Emergency.

8.6 Demobilization. Contractor shall demobilize equipment, personnel, and resources when directed by the County. Demobilization shall be performed in a safe and orderly manner and documented through field tickets, return records, or other supporting documentation.

ARTICLE 9. CONTRACTOR RESPONSIBILITIES

9.1 General Responsibilities. Contractor shall furnish the labor, supervision, equipment, materials, vehicles, tools, supplies, transportation, subcontractors, management, and resources necessary to perform authorized Services.

9.2 Contractor Representative. Contractor shall designate an authorized representative to serve as the primary point of contact during activations and disaster operations. Such representative shall possess authority to coordinate resources, communicate operational decisions, receive County direction, and act on behalf of Contractor for day-to-day performance under an active Task Order.

9.3 Resource Coordination. Contractor shall maintain reasonable capability to coordinate personnel, equipment, suppliers, subcontractors, and logistics resources needed to respond to County requests under this Agreement.

9.4 Personnel Qualifications. Contractor shall provide personnel who are properly trained, qualified, licensed where required, and capable of performing assigned duties. Personnel operating vehicles or equipment shall hold appropriate licenses, certifications, or qualifications required by law or industry practice.

9.5 Reports and Documentation. Contractor shall provide operational reports, summaries, tickets, logs, delivery records, equipment records, labor records, and other documentation reasonably requested by the County to verify performance and charges.

9.6 Protection of Property. Contractor shall use reasonable care to avoid damage to County property, public infrastructure, private property, utilities, and the environment. Contractor shall promptly report known damage caused by Contractor or its subcontractors.

9.7 No County Supervision of Contractor Personnel. Contractor shall supervise and direct its own employees, subcontractors, suppliers, and agents. The County may identify priorities and desired outcomes but shall not control Contractor's means and methods.

ARTICLE 10. CITY RESPONSIBILITIES

10.1 County Representative. The County may designate one or more authorized representatives to administer this Agreement, issue Task Orders, coordinate Services, review invoices, and provide operational priorities.

10.2 Access and Coordination. The County shall provide reasonable access to County-controlled sites where Services are requested, subject to safety, security, operational, and emergency conditions.

10.3 Operational Priorities. The County shall identify requested Services, priorities, staging areas, delivery points, and operational constraints to the extent known and practicable under emergency conditions.

10.4 Review of Charges. The County shall review invoices and supporting documentation and notify Contractor of any disputed items within a reasonable time.

10.5 No Obligation to Order. The County has no obligation to issue any Task Order or request any Services under this Agreement.

ARTICLE 11. COMPENSATION AND PRICING

11.1 Pricing Schedule. Compensation shall be based on the Pricing Schedule incorporated as Exhibit B, subject to the terms of this Agreement and any authorized Task Order.

11.2 Authorized Work Only. Contractor shall be compensated only for Services, equipment, labor, materials, supplies, and charges authorized by the County and actually furnished in accordance with this Agreement.

11.3 Included Costs. Unless expressly stated otherwise in the Pricing Schedule or Task Order, rates are deemed to include Contractor's ordinary overhead, supervision, administration, insurance, tools, standard transportation, ordinary maintenance, and profit.

11.4 No Cost-Plus-Percentage. The Parties shall not administer this Agreement on a cost-plus-percentage-of-cost basis. Any reimbursable or pass-through charge must be authorized by the County and supported by documentation acceptable to the County.

11.5 Taxes. Contractor shall be responsible for taxes, fees, payroll obligations, and assessments applicable to Contractor's business, employees, subcontractors, or suppliers. The County shall not be responsible for taxes from which it is exempt under applicable law.

11.6 Pricing Conflicts. If a rate or charge is not listed in the Pricing Schedule, Contractor shall obtain written authorization from the County before furnishing the item or service, except when immediate action is required to protect life, safety, or property during an Emergency.

ARTICLE 12. INVOICING, DOCUMENTATION, AND PAYMENT

12.1 Invoices. Contractor shall submit invoices in a format reasonably acceptable to the County. Unless otherwise directed, invoices may be submitted monthly or after completion of a Task Order.

12.2 Required Invoice Detail. Invoices shall identify the applicable Task Order, dates of service, locations, equipment, labor categories, quantities, unit rates, rental periods, delivery charges if authorized, materials if authorized, and total amount due.

12.3 Supporting Documentation. Contractor shall provide supporting documentation reasonably necessary for the County to verify charges, including field tickets, delivery tickets, equipment logs, labor timesheets, fuel tickets, subcontractor invoices, rental records, or other documentation relevant to the invoice.

12.4 Disputed Amounts. The County may withhold disputed amounts while the Parties work in good faith to resolve the dispute. The County shall pay undisputed amounts in accordance with applicable law.

12.5 Prompt Payment. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, as applicable.

12.6 No Waiver. Payment of an invoice shall not waive the County's right to dispute unsupported, unauthorized, duplicate, erroneous, or nonconforming charges discovered later.

12.7 Final Invoice. Upon completion or demobilization of a Task Order, Contractor shall submit a final invoice and all reasonably requested closeout documentation within a reasonable time.

ARTICLE 13. RECORDS RETENTION AND AUDIT RIGHTS

13.1 Records. Contractor shall maintain complete and accurate records relating to Services performed under this Agreement, including contracts, subcontracts, invoices, purchase records, field tickets, labor records, equipment records, delivery records, correspondence, and payment records.

13.2 Retention Period. Contractor shall retain records for at least four (4) years after final payment under the applicable Task Order, or longer if required by law, litigation hold, audit, claim, or written direction from the County.

13.3 Audit Rights. The County or its authorized representatives may inspect and audit records directly related to this Agreement upon reasonable notice during normal business hours. Contractor shall cooperate with any such review.

13.4 Subcontractor Records. Contractor shall require subcontractors to maintain records sufficient to support charges included in Contractor's invoices and shall make such records available to the County upon reasonable request.

13.5 Confidential Commercial Information. The County shall handle Contractor's confidential commercial information in accordance with applicable law, including the Texas Public Information Act. Contractor is responsible for marking confidential information and for asserting any applicable exceptions to disclosure.

ARTICLE 14. INSURANCE

14.1 Required Insurance. Contractor shall maintain insurance coverage in the types and amounts required by the County, the RFP, any County insurance requirements provided to Contractor, and applicable law. If the County provides a separate insurance exhibit or schedule, that exhibit or schedule shall control the required limits.

14.2 Certificates. Contractor shall provide certificates of insurance before beginning work and upon reasonable request by the County. Certificates shall identify coverage types, policy periods, limits, and insurers.

14.3 Additional Insured; Waiver of Subrogation. To the extent required by the County's insurance requirements and available under Contractor's policies, Contractor shall cause the County and its officials, officers, employees, and agents to be named as additional insureds on applicable liability policies and shall provide waivers of subrogation where required.

14.4 Primary Coverage. To the extent required by the County's insurance requirements, Contractor's insurance shall be primary and non-contributory with respect to claims arising from Contractor's performance.

14.5 No Limitation. Insurance requirements do not limit Contractor's liability or indemnity obligations under this Agreement.

14.6 Failure to Maintain. Failure to maintain required insurance is a material breach. Contractor shall promptly notify the County of cancellation, nonrenewal, material reduction, or lapse of required coverage.

ARTICLE 15. PERFORMANCE AND PAYMENT BONDS

15.1 Bonds When Required. Contractor shall furnish performance and payment bonds when required by Texas law, the RFP, the County's written direction, or a specific Task Order.

15.2 Timing. When bonds are required for an activation, Contractor shall furnish the required bonds before commencement of bonded work unless emergency conditions require immediate commencement and the County authorizes a different schedule in writing.

15.3 Bond Amount and Surety. Bonds shall be in the amount required by law or the County and issued by a surety authorized to do business in Texas and acceptable to the County.

15.4 Failure to Furnish. Failure to furnish required bonds after notice and opportunity to cure shall constitute a material breach of this Agreement.

ARTICLE 16. SAFETY, PERSONNEL, AND CONDUCT

16.1 Safety Responsibility. Contractor is responsible for the safety of its employees, subcontractors, suppliers, and agents. Contractor shall comply with OSHA requirements, applicable Texas safety requirements, and generally accepted safety practices.

16.2 PPE. Contractor shall ensure that personnel use personal protective equipment appropriate for assigned duties and site conditions.

16.3 Conduct. Contractor shall require personnel to conduct themselves professionally and to comply with lawful site rules, security requirements, traffic requirements, and emergency management directions applicable to the work location.

16.4 Removal of Personnel. The County may require Contractor to remove from City-related work any person who presents a safety risk, engages in misconduct, violates site rules, or is not qualified to perform assigned duties. Contractor shall provide a qualified replacement when necessary for continued performance.

16.5 Incident Reporting. Contractor shall promptly report known accidents, injuries, spills, damage, security incidents, or other material incidents arising from Contractor's performance.

ARTICLE 17. EQUIPMENT, MATERIALS, AND SUBSTITUTIONS

17.1 Equipment Condition. Equipment furnished by Contractor shall be in good working order, suitable for its intended use, and compliant with applicable legal requirements.

17.2 Maintenance. Contractor shall be responsible for ordinary maintenance and repair of Contractor-furnished equipment unless damage is caused by County misuse, third-party acts outside Contractor's control, or other circumstances stated in the applicable Task Order.

17.3 Substitutions. Contractor may provide functionally equivalent equipment when listed equipment is unavailable, provided the substitute meets the County's operational need and the applicable rate is approved by the County in writing if different from the Pricing Schedule.

17.4 Delivery and Pickup. Contractor shall coordinate delivery, placement, operation, relocation, and pickup of equipment with the County or the County's designated representative.

17.5 Title. Title to rented equipment and Contractor-owned materials shall remain with Contractor or its suppliers unless expressly purchased by the County under a written authorization.

ARTICLE 18. SUBCONTRACTORS AND SUPPLIERS

18.1 Use of Subcontractors. Contractor may use subcontractors and suppliers to perform authorized Services. Contractor shall remain fully responsible for subcontractor and supplier performance.

18.2 Flow-Down Requirements. Contractor shall include in subcontracts provisions sufficient to require compliance with applicable obligations of this Agreement, including safety, records, insurance, confidentiality, and legal compliance requirements.

18.3 No Privity. Nothing in this Agreement creates a contractual relationship between the County and any subcontractor or supplier.

18.4 Payment of Subcontractors. Contractor is responsible for payment of its subcontractors and suppliers. The County shall not be liable for Contractor's debts to subcontractors or suppliers.

ARTICLE 19. INDEPENDENT CONTRACTOR

19.1 Independent Contractor Status. Contractor is an independent contractor and is not an employee, agent, partner, joint venturer, or representative of the County.

19.2 Control of Means and Methods. Contractor shall control the means, methods, techniques, sequences, and procedures for performing the Services, subject to the County's right to establish operational priorities, inspect performance, and require compliance with the Contract Documents.

19.3 Employment Obligations. Contractor is responsible for wages, benefits, taxes, insurance, workers' compensation, unemployment obligations, and employment-related responsibilities for Contractor's personnel.

ARTICLE 20. REPRESENTATIONS AND WARRANTIES

20.1 Contractor Representations. Contractor represents and warrants that:

11. Contractor is duly organized, validly existing, and authorized to conduct business in Texas;
12. Contractor has authority to enter into and perform this Agreement;
13. The person signing this Agreement for Contractor has authority to bind Contractor;
14. Contractor has the experience, personnel, equipment relationships, supplier relationships, and resources necessary to perform Services ordered under this Agreement;
15. Contractor shall maintain licenses, permits, registrations, and authorizations required for its performance;
16. Services shall be performed in a professional and workmanlike manner.

20.2 County Representations. The County represents that the person signing this Agreement on behalf of the County is authorized to do so following all approvals required by County policy and applicable law.

20.3 No Other Warranties. Except as expressly stated in this Agreement, Contractor makes no other warranties, express or implied, and disclaims implied warranties to the fullest extent permitted by law.

ARTICLE 21. COMPLIANCE WITH LAWS AND REQUIRED CERTIFICATIONS

21.1 Compliance. Contractor shall comply with applicable federal, state, and local laws, ordinances, rules, and regulations applicable to Contractor's performance under this Agreement.

21.2 Equal Opportunity. Contractor shall not unlawfully discriminate against any employee, applicant, subcontractor, or member of the public in connection with performance of this Agreement.

21.3 Immigration and Employment Eligibility. Contractor shall comply with applicable employment eligibility, immigration, payroll, and tax laws for its personnel.

21.4 Texas Government Code Certifications. To the extent applicable to this Agreement, Contractor certifies compliance with Texas Government Code requirements applicable to contracts with Texas governmental entities, including statutory restrictions concerning companies identified on state lists relating to Iran, Sudan, foreign terrorist organizations, boycotts of Israel, discrimination against firearm or ammunition entities, and boycotts of energy companies. If any certification is not applicable due to contract amount, company size, statutory exemption, or other legal reason, the certification shall be deemed limited accordingly.

21.5 Conflict of Interest. Contractor shall comply with applicable conflict-of-interest disclosure laws and shall promptly provide any required conflict disclosure forms if a conflict requiring disclosure exists.

21.6 Debarment. Contractor represents that, to its knowledge, it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts of the type contemplated by this Agreement by any governmental authority having jurisdiction over Contractor.

ARTICLE 22. CONFIDENTIALITY; PUBLIC INFORMATION

22.1 Confidential Information. Each Party shall use reasonable care to protect confidential information received from the other Party and shall use such information only for purposes of this Agreement, except as required by law.

22.2 Public Information Act. Contractor acknowledges that the County is subject to the Texas Public Information Act. The County shall not be liable to Contractor for disclosure of information that the County determines must be released under applicable law or by order of the Texas Attorney General or a court of competent jurisdiction.

22.3 Contractor Marking. Contractor shall clearly mark information it believes to be confidential, proprietary, or exempt from public disclosure. Marking information does not guarantee that the information will be withheld if disclosure is required by law.

22.4 Security-Sensitive Information. The Parties shall use reasonable care in handling security-sensitive information related to emergency operations, staging areas, critical infrastructure, communications, and response resources.

ARTICLE 23. INDEMNIFICATION

23.1 Contractor Indemnity. TO THE EXTENT PERMITTED BY TEXAS LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT ARISING FROM THE NEGLIGENT ACTS, ERRORS, OMISSIONS, OR WILLFUL MISCONDUCT OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES IN THE PERFORMANCE OF THIS AGREEMENT.

23.2 Notice and Defense. The County shall provide Contractor reasonably prompt notice of any claim for which indemnity is sought. Contractor shall not settle any claim in a manner that imposes liability, admission of fault, or non-monetary obligation on the County without the County's written consent.

23.3 County Immunity Preserved. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, SOVEREIGN, OFFICIAL, QUALIFIED, OR OTHER IMMUNITY OR DEFENSE AVAILABLE TO THE CITY OR ITS OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS UNDER TEXAS LAW.

23.4 Comparative Responsibility. Contractor's indemnity obligations shall apply only to the extent of Contractor's responsibility under applicable law and shall not require Contractor to indemnify the County for the County's own negligence, willful misconduct, or unlawful acts.

ARTICLE 24. LIMITATION OF LIABILITY

24.1 Exclusion of Consequential Damages. Except for obligations arising from indemnification, fraud, willful misconduct, violation of law, payment obligations, or misuse of confidential information, neither Party shall be liable to the other for consequential, incidental, special, exemplary, or punitive damages arising out of or relating to this Agreement, whether based in contract, tort, strict liability, statute, or any other theory.

24.2 Emergency Conditions. The Parties acknowledge that emergency response conditions may involve disrupted utilities, fuel shortages, road closures, curfews, supply shortages, severe weather, communication failures, and other conditions outside the control of either Party. Contractor shall not be liable for delays or nonperformance to the extent caused by such conditions and not caused by Contractor's negligent acts, errors, omissions, or willful misconduct.

ARTICLE 25. DEFAULT AND REMEDIES

25.1 Contractor Default. Contractor shall be in default if Contractor materially breaches this Agreement, fails to perform authorized Services, fails to mobilize as required after activation, abandons performance, fails to maintain required insurance, fails to furnish required bonds after notice and opportunity to cure, becomes insolvent, or violates applicable law in connection with performance.

25.2 County Default. The County shall be in default if the County materially breaches this Agreement, fails to pay undisputed amounts when due subject to applicable law, or fails to perform a material obligation required for Contractor's performance after notice and opportunity to cure.

25.3 Notice and Cure. Except where immediate action is permitted under this Agreement, the non-defaulting Party shall provide written notice describing the alleged default. The defaulting Party shall have fifteen (15) calendar days from receipt of notice to cure the default or, if the default cannot reasonably be cured within fifteen (15) calendar days, to commence corrective action and diligently pursue completion of the cure.

25.4 Remedies. If default is not cured within the applicable cure period, the non-defaulting Party may exercise remedies available under this Agreement and applicable law, including termination for cause. Remedies are cumulative unless expressly stated otherwise.

ARTICLE 26. TERMINATION

26.1 Termination for Convenience. The County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days written notice to Contractor. Contractor shall be compensated for authorized Services satisfactorily performed through the effective date of termination and for reasonable demobilization costs authorized by the County.

26.2 Termination for Cause. If either Party believes the other Party has materially breached this Agreement, the non-defaulting Party shall provide written notice identifying the nature of the alleged default. The defaulting Party shall have fifteen (15) calendar days from receipt of such notice to cure the default or, if the default cannot reasonably be cured within fifteen (15) calendar days, to commence corrective action and diligently pursue completion of such cure. If the defaulting Party fails to cure the default within the applicable cure period, the non-defaulting Party may terminate this Agreement upon written notice.

26.3 Immediate Termination by County. Notwithstanding the cure period above, the County may immediately terminate this Agreement or an active Task Order without further cure period in the event of fraud or criminal misconduct by Contractor, abandonment of work, insolvency, bankruptcy, receivership, conduct presenting an immediate threat to public health, safety, or welfare, or other circumstances where a cure period is not practicable due to emergency conditions.

26.4 Effect of Termination. Upon termination, Contractor shall stop work as directed, protect County property and work in progress, demobilize as directed, submit final invoices and supporting documentation, and deliver records or materials required by the County for closeout.

ARTICLE 27. SUSPENSION OF WORK

27.1 Suspension. The County may suspend all or part of the Services by written notice. Contractor shall promptly comply with the suspension and take reasonable steps to protect personnel, equipment, materials, work in progress, and property.

27.2 Resumption. Upon written direction from the County, Contractor shall resume suspended work if resources remain available and continuation is commercially reasonable under the circumstances.

27.3 Compensation During Suspension. Contractor shall be compensated for authorized Services performed before suspension and for reasonable, authorized costs directly caused by the suspension, if any, as approved by the County in writing.

ARTICLE 28. FORCE MAJEURE

28.1 Force Majeure Events. Neither Party shall be liable for delay or failure to perform to the extent caused by events beyond the reasonable control of the affected Party, including acts of God, hurricanes, floods, tornadoes, severe weather, war, terrorism, civil disturbance, governmental action, labor disruption, road closures, utility failure, supply shortage, fuel shortage, epidemic, pandemic, or transportation interruption.

28.2 Notice. The affected Party shall provide notice as soon as reasonably practicable, describing the event, expected impact, and steps being taken to mitigate delay.

28.3 Mitigation. The affected Party shall use commercially reasonable efforts to mitigate the effects of the force majeure event and resume performance when practicable.

ARTICLE 29. NON-APPROPRIATION

29.1 Subject to Appropriation. The County's obligations under this Agreement are subject to lawful appropriation and availability of funds.

29.2 Non-Appropriation. If funds are not appropriated or otherwise made available for continued performance, the County may terminate this Agreement or any Task Order without penalty. The County shall pay Contractor for authorized Services satisfactorily performed before the effective date of termination, subject to the terms of this Agreement.

ARTICLE 30. ASSIGNMENT

30.1 Assignment by Contractor. Contractor shall not assign, transfer, delegate, or encumber this Agreement or any right to payment under it without the County's prior written consent. Any attempted assignment without required consent is voidable by the County.

30.2 Corporate Changes. Contractor shall notify the County of any merger, sale of substantially all assets, change in control, or other transaction that materially affects Contractor's ability to perform.

30.3 County Assignment. The County may assign this Agreement to a successor governmental entity or as otherwise permitted by law.

ARTICLE 31. DISPUTE RESOLUTION; GOVERNING LAW; VENUE

31.1 Good Faith Resolution. The Parties shall first attempt in good faith to resolve disputes through discussions between authorized representatives.

31.2 Continued Performance. Unless directed otherwise by the County or unless performance is impossible, Contractor shall continue performing undisputed Services while a dispute is pending.

31.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles.

31.4 Venue. Venue for any suit arising out of or relating to this Agreement shall lie in a court of competent jurisdiction in Tyler County, Texas, unless mandatory law requires a different venue.

31.5 No Waiver of Immunity. Nothing in this Article or elsewhere in this Agreement waives any immunity, defense, limitation, or jurisdictional requirement available to the County under Texas law.

ARTICLE 32. NOTICES

32.1 Method. Formal notices under this Agreement shall be in writing and delivered by personal delivery, certified mail, nationally recognized courier, or email with confirmation of transmission to the addresses below or to any updated address provided by notice.

32.2 County Notice Address. Tyler County, Attn: County Judge, 100 West Bluff Street, Woodville, Texas 75979. Email: _____.

32.3 Contractor Notice Address. Environmental Earth-Wise, Inc., Attn: Patrick Hicks, President, 11020 N. Highway 146, Mont Belvieu, Texas 77523. Email: _____.

32.4 Emergency Communications. Operational communications during activations may be handled by phone, text, email, radio, or other practical means, but formal contractual notices shall follow this Article unless emergency conditions make strict compliance impracticable.

ARTICLE 33. GENERAL PROVISIONS

33.1 Entire Agreement. This Agreement, together with incorporated Contract Documents, constitutes the entire agreement between the Parties concerning the subject matter and supersedes prior negotiations or understandings concerning the same subject.

33.2 Amendments. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

33.3 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

33.4 Waiver. A waiver of any breach must be in writing and shall not constitute a waiver of any other or later breach.

33.5 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

33.6 Headings. Headings are for convenience only and do not affect interpretation.

33.7 Drafting. The Parties acknowledge that this Agreement is the result of arms-length negotiations and shall not be construed against either Party as drafter.

33.8 Authority. Each person signing this Agreement represents that he or she has authority to sign on behalf of the Party identified.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

TYLER COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

County Clerk

APPROVED AS TO FORM:

By: _____

County Attorney

ENVIRONMENTAL EARTH-WISE, INC.

By: _____

Patrick Hicks, President

Date: _____

EXHIBIT A

Tyler County Disaster Logistics Services and Addenda

EXHIBIT B

Environmental Earth-Wise, Inc. Pricing Schedule