AMENDED COOPERATIVE AGREEMENT FOR COMMUNITY WILDFIRE DEFENSE GRANT PROGRAM COUNTY ROAD RIGHT-OF-WAY FUELS MITIGATION

Pecan Bayou Soil & Water Conservation District #553 | Brown County, Texas

This Cooperative Agreement ("Agreement") is entered into between **Pecan Bayou Soil & Water Conservation District #553** ("District"), a political subdivision of the State of Texas, and **Brown County, Texas** ("County"), a political subdivision of the State of Texas. The District has been awarded a Community Wildfire Defense Grant ("Grant") by the Texas A&M Forest Service ("TFS") to implement a fuels mitigation program in Brown County, Texas. The County's participation through treatment of vegetation within its road rights-of-way contributes directly to the Grant's wildfire risk reduction objectives, and the District will provide reimbursement for that work using Grant funds in accordance with the terms set forth herein.

1. SCOPE OF WORK

The County shall perform mechanical fuels mitigation treatments on approximately 2,700 acres of county road rights-of-way within Brown County, Texas (the "Project"). The work shall consist of brush management, tree and shrub pruning, range planting, and follow-up treatment designed to reduce wildfire risk along county road corridors, consistent with the practice standards described in Section 3.

The County may purchase equipment for use in performing the Project, consistent with the approved cost analysis and cost/benefit analysis submitted with the work plan and attached hereto as Exhibit A. Eligible equipment is described in Exhibit B (equipment list). Equipment not identified in Exhibit B requires prior written approval from the District before purchase. Reimbursement under this option is limited to the documented purchase price of the equipment. Labor costs associated with the use of purchased equipment are not eligible under this Agreement. Equipment purchased with Grant funds is subject to the use and records requirements below and the federal disposition requirements in Section 7.

Equipment Use and Records. The following requirements apply for the duration of this Agreement: equipment purchased with Grant funds shall be used exclusively for the purposes of this Agreement; use of such equipment for any other purpose is prohibited; and the County shall maintain a use log recording the date, location, road corridor, acreage treated, and operator for each use on grant acres. The use log shall be submitted to the District along with each documentation package required under Section 4.

Prior to commencement of any work, the County shall submit a written work plan to the District for review and written approval. The work plan shall identify the road corridors to be treated, the treatment methods and equipment to be used, the planned schedule, the anticipated acreage by phase, and the estimated costs, and shall include the cost analysis and cost/benefit analysis referenced above. The District shall review the work plan and provide written approval or a written request for revision within a reasonable time. The District may require revision on the basis of cost reasonableness, alignment with the Grant's eligible practices and project areas, adequacy of detail, or other factors bearing on the District's ability to administer the Grant. No work shall commence until the District has provided written approval. Amendments to an approved work plan likewise require prior written District approval.

2. REIMBURSEMENT

Maximum Amount. The total amount reimbursable to the County under this Agreement shall not exceed **$1,302,804**. The District makes no guarantee that the maximum amount will be reimbursed. Reimbursement is contingent upon the availability of Grant funds, satisfactory completion of work, TFS approval, and compliance with all terms of this Agreement.

Actual Costs. All reimbursements shall be based on actual, documented costs incurred by the County for work performed under this Agreement, consistent with the method of performance described in Section 1.

Contingent on TFS Payment. The District's obligation to reimburse the County is contingent upon the District's receipt of corresponding reimbursement from TFS. The District shall have no obligation to advance funds to the County and shall not be liable for any amount that TFS declines to reimburse, disallows, or withholds for any reason.

No Advance Payments. All reimbursements shall be made after costs are incurred, documented, approved by TFS, and paid by TFS to the District.

Labor Costs. County employee labor hours are not a reimbursable cost under this Agreement under any method of performance.

Provisional Nature of Payments. All payments are provisional and subject to adjustment if TFS determines that any costs are unallowable or unsupported. If TFS requires repayment of any amount previously disbursed to the County, the County shall promptly return such amount to the District.

September 21, 2026 (Exhibit #11)

3. CONSERVATION PRACTICES AND PERFORMANCE STANDARDS

The following practices shall be applied using NRCS conservation practice standards within county road rights-of-way as warranted by site conditions, as identified in the approved work plan and verified by the District at the time of field inspection

Practice 314 — Brush Management

Where applied, brush management shall be performed by mechanical Individual Plant Treatment (IPT) using one or more of the following approved methods: root plowing, shredding, mulching, tree dozing, power grubbing, hand grubbing, and tree shearing. Treated areas shall meet the following standards: reduce total canopy cover to **10% or less**; maintain a minimum of 10 feet of horizontal separation between the tops of adjacent trees and shrubs to eliminate a continuous fuel bed; maintain a minimum of 10 feet of vertical clearance between the ground and the lowest tree branches; remove all dead trees, shrubs, and other dead or dry vegetation; and clear ground-level vegetation sufficiently to create separation between surface fuels and tree canopy. Where brush obstructs primary access roads or corridors within the treatment area, it shall be cleared sufficiently to allow fire suppression vehicles to navigate and turn, to the extent practicable given existing road width and other fixed obstructions. All cut and cleared vegetation shall be mulched, chipped, or lopped and scattered in place to a depth not exceeding 4 inches, or removed from the site. Piling and windrowing of cut material are not permitted. Disposal of cut material onto adjacent private property without landowner permission is prohibited.

Practice 660 — Tree and Shrub Pruning

Where applied, trees and shrubs shall be pruned to remove dead, diseased, or structurally hazardous limbs and to reduce ladder fuel conditions along county road rights-of-way and in proximity to utility infrastructure. Live branches shall be pruned to a minimum height of **6 feet**, and up to **10 feet**, above ground, while retaining at least 75% of the foliage of each tree. Pruning cuts shall be made flush with the branch collar without leaving stubs. Where overhanging limbs or encroaching vegetation obstruct road corridors, they shall be cleared sufficiently to allow fire suppression vehicles to navigate and turn, to the extent practicable given existing road width and other fixed obstructions. All cut material shall be mulched, chipped, or lopped and scattered in place to a depth not exceeding 4 inches, or removed from the site. Piling and windrowing of cut material are not permitted. Disposal of cut material onto adjacent private property without landowner permission is prohibited.

Practice 550 — Range Planting

Where determined necessary by the District and the County following brush management treatment, disturbed areas shall be reseeded in grasses and forbs using a species mix appropriate to Brown County soils and rainfall conditions, as approved by the District. Reseeding shall be applied only where needed to stabilize soils or prevent re-encroachment of heavy brush. Where required, reseeding shall be completed within 12 months of the completion of brush management on the applicable acres. If circumstances beyond the County's control prevent timely completion, the District may approve an extension to the next appropriate planting season.

4. DOCUMENTATION AND REPORTING

Equipment Purchase.

To initiate reimbursement for equipment purchase, the County shall submit the following to the District:

(a) Invoice(s) documenting the purchase price of the equipment; and

(b) Proof of payment (canceled check, bank statement, or equivalent).

As work is completed on grant acres, the County shall submit the following to the District to initiate field inspection and certification, at minimum monthly while work is actively underway:

(a) The equipment use log required under Section 1, updated through the date of submission;

(b) Representative before and after photographs and/or videos for each treatment area, sufficient to document site conditions prior to treatment and the results of completed work; and

(c) A brief narrative describing the work completed, treatment methods and equipment used, and any deviations from the approved work plan.

Following receipt of monthly documentation, the District will conduct field inspections of completed work. The District will issue a performance certification only upon confirming that approved practices have been applied on the identified acres in accordance with Section 3. Acreage that does not meet practice standards at the time of inspection shall not be certified until corrective action has been completed and verified.

The County shall notify the District in advance of completing any significant block of acreage to allow timely scheduling of field inspections.

5. TERM

This Agreement is issued in connection with TFS Subcontract No. **CO-26-068**. The term commences on the date this Agreement is fully executed and terminates on **September 10, 2030**, unless earlier terminated under Section 9. All work must be completed and all documentation submitted to the District before that date. This deadline is set one month before the District's own submission deadline to TFS to allow adequate time to compile and submit complete reimbursement packages. Costs incurred after September 10, 2030 are not eligible for reimbursement under this Agreement.

6. PRINCIPAL CONTACTS

Notices and correspondence under this Agreement shall be directed as follows:

Pecan Bayou SWCD
ATTN: Cy Tongate, Program Specialist
PO Box 562
Brownwood, TX 76804
Tel: 325-430-3117
Email: joseph tongate@yahoo.com

Alternate Contact
Terry Been, Chairman
Email: terry.been@aol.com

Brown County, Texas
ATTN: [illegible]
200 [illegible]
Brownwood, TX 76801
Tel 325-643-2828
Email: [illegible]

Alternate Contact
ATTN: Cliff Kerr
Email: [illegible]

7. FEDERAL REQUIREMENTS

This Agreement is funded with federal financial assistance passed through from the USDA Forest Service (Award No. **26-DG-11083148-401**) to TFS, and from TFS to the District (Subcontract No. **CO-26-068**). As a recipient of pass-through federal funds, the County is subject to the applicable requirements of 2 CFR Part 200 and USDA's supplemental regulations at 2 CFR Part 400, and to the terms of Appendix B of the USDA Forest Service award, which are incorporated into this Agreement. In the event of conflict between this Agreement and those federal award terms, the federal award terms control.

Debarment and Suspension. The County certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions. The County shall complete Form AD-1048 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion) prior to execution of this Agreement and shall apply the same requirement to any contractor engaged under this Agreement.

SAM Registration. The County shall maintain active registration in the System for Award Management (SAM.gov) for the duration of this Agreement.

Lobbying. No federal appropriated funds have been or will be paid to any person to influence an officer or employee of any agency or member of Congress in connection with this Agreement. If any non-federal funds are used for such purposes, the County shall submit SF-LLL to the District.

Whistleblower Protections. The County shall inform its employees and any contractor performing work under this Agreement of their whistleblower rights and remedies under 41 U.S.C. § 4712.

Equipment Disposition. Equipment purchased with Grant funds under this Agreement is subject to 2 CFR § 200.313. The County shall comply with the following requirements for the duration of the award: (1) maintain property records for all equipment purchased with Grant funds, including description, serial number, Federal Award Identification Number (FAIN), acquisition date, cost, percentage of federal contribution toward original purchase, location, use and condition, and disposition data; (2) conduct a physical inventory of equipment at least once every two years and reconcile results with property records; (3) maintain a control system sufficient to prevent loss, damage, or theft of equipment, and notify the District of any loss, damage, or theft that will have an impact on the program; and (4) maintain regular maintenance procedures to ensure equipment remains in proper working condition. Title to equipment acquired under this Agreement vests in the County subject to a conditional federal interest that is retained until all award conditions have been met. During the period of performance, equipment may not be disposed of or encumbered without prior approval of TFS or the USDA Forest Service. Equipment may not be used to provide services for a fee below what a private company would charge for similar services while the federal government retains an interest. At the end of the grant period, equipment with a current fair market value exceeding $5,000 per unit shall be subject to disposition requirements under 2 CFR § 200.313, and the federal share of any sale proceeds shall be returned to the District for remittance to TFS.

Records Retention. The County shall maintain all financial records and supporting documents pertaining to this Agreement for at least three years following final payment, or longer if required by audit. The County shall provide access to these records upon request by the District, TFS, the USDA Forest Service, the USDA Office of Inspector General, the Government Accountability Office, or any other authorized auditor.

8. LIABILITY

Each party shall, to the extent authorized by applicable law, indemnify and defend the other against any claim, proceeding, demand, liability, or expense (including reasonable attorneys' fees) arising out of or in connection with that party's performance under this Agreement, except to the extent such liability arises from the other party's negligence or willful misconduct.

9. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice. The District may terminate immediately if the County materially breaches this Agreement, if Grant funding is withdrawn or terminated, or if the County becomes ineligible to receive federal funds. Upon termination, the County shall be reimbursed only for work completed on the ground, certified by the District, and paid by TFS to the District prior to the effective date of termination.

10. GENERAL PROVISIONS

Entire Agreement. This Agreement constitutes the entire agreement between the parties on its subject matter and supersedes all prior understandings and negotiations.

Amendment. This Agreement may be amended only by written instrument signed by both parties. Any amendment increasing the maximum reimbursement amount or modifying the scope of work must also receive prior written TFS approval.

Independent Entities. The County is an independent entity and not an employee or agent of the District. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

Assignment. The County may not assign this Agreement, in whole or in part, without the prior written consent of the District.

Force Majeure. Neither party shall be liable for failure or delay caused by circumstances beyond that party's reasonable control, provided the affected party promptly notifies the other in writing and uses reasonable efforts to resume performance.

Dispute Resolution. The parties shall attempt to resolve disputes through good-faith negotiation. To the extent applicable, the dispute resolution process in Chapter 2260 of the Texas Government Code shall apply.

Severability. If any provision of this Agreement is rendered invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law. This Agreement shall be governed by the laws of the State of Texas.

SIGNATURES

The parties have executed this Agreement as of the date last signed below.

Pecan Bayou SWCD #553
Authorized Representative
Date: 9/23/26

Brown County, Texas
Authorized Representative
Date: 9-21-2026