



THE FOLLOWING MEMBERS WERE PRESENT:

Vern L. Lyssy
County Judge

John Martinez, Commissioner, Precinct 1

Ronald Best, Commissioner, Precinct 2

Joel Behrens, Commissioner, Precinct 3

Gary Reese, Commissioner, Precinct 4

MEETING MINUTES

The Commissioners Court of Calhoun County, Texas will meet on Wednesday, December 17, 2025 at 10:00 AM in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas 77979.

AGENDA

1. Call Meeting to Order.

Meeting was called to order by Judge Vern Lyssy at 10:00am

2. Invocation.

Commissioner Ronald Best

3. Pledge of Allegiance.

US Flag: Commissioner Reese

Texas Flag: Commissioner Behrens

4. Discussion of Public Matters and Public Participation.

Judge wishes everyone a Merry Christmas and reminds the public there will be no Commissioners Court next week.

5. Approve Commissioner Court Minutes.

- a. December 3, 2025 Workshop Minutes

- b. December 10, 2025 Minutes

- c. December 10, 2025 Workshop PACE Minutes

d. December 10, 2025 Workshop GBRA Minutes

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

6. Accept Reports from the following County Offices.

- a. Tax Assessor Collector - June, 2025
- b. Texas Agrilife Extension Service - November, 2025
- c. County Clerk - November, 2025
- d. Justice of the Peace Pct 3 - November, 2025
- e. Justice of the Peace Pct 4 - November, 2025
- f. Justice of the Peace Pct 5 - November, 2025

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

7. Consider and take necessary action on 2025 budget adjustments.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 3 Joel Behrens
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

8. Approval of Bills and Payroll.

- a. MMC Indigent Report

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

b. MMC Bills:

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

c. County Bills:

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

9. Public Hearing regarding amending the 2025 and 2026 Calhoun County budgets.

Public Hearing opened at 10:06am
Erica Perez read the amendments.
Public Hearing closed at 10:11am

10. Consider and take necessary action to amend the 2025 and 2026 Calhoun County budgets.

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

11. Consider and take necessary action on the Second Interlocal Agreement between the Guadalupe-Blanco River Authority (GBRA) and Calhoun County for Re-establishment of Green Lake Control Structure in Accordance with the Matagorda Bay Mitigation Trust and authorize County Judge to sign.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

12. Consider and take necessary action to approve Interlocal Agreement between the City of Port Lavaca and Calhoun County for Dispatch Services for the period of January 1, 2026, through December 31, 2026, and authorize all appropriate signatures. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

13. Consider and take necessary action to accept a donation to the Sheriff's Office to be deposited into the Motivation account (2697-001-49082-679) for Brown Santa in the amount of \$1500.00. (VLL)

Sheriff gave an explanation of Brown Santa and how it helps the community.

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

14. Consider and take necessary action on Cintas Uniform Agreement for Precinct 4 Road & Bridge and authorize Commissioner Reese to sign the agreement.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 3 Joel Behrens
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

15. Consider and take necessary action on Cintas Uniform Agreement for Precinct 1 Road & Bridge and authorize Commissioner Martinez to sign the agreement.

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

16. Consider and take necessary action to approve Cintas Uniform Agreement for Precinct 3 Road & Bridge and authorize Commissioner Behrens to sign the agreement.

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

17. Consider and take necessary action on Cintas Uniform Agreement for Precinct 2 Road & Bridge and authorize Commissioner Ronald Best to sign the agreement.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

18. Consider and take necessary action to approve the Amended Calhoun County Credit Card Policy and Procedure. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

19. Consider and take necessary action to approve and accept the new users and limits for the US Bank credit card to the following:
- Lucy Dio, County Auditor - Limit \$2500.00
 - John Martinez, Commissioner Pct #1 - Limit \$15,000.00
 - Tess Gossett, Office Manager Pct #2 - Limit \$2500.00

- d. Vicki Cox, Museum Director - Limit \$500.00

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 3 Joel Behrens
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

20. Consider and take necessary action to allow Anchor QEA, LLC to prepare and submit a grant application to Texas Park and Wildlife Department (TPWD) for a boat ramp at Olivia Haterius Park. This is a 60/40 grant, the County's part to be paid out of GOMESA funds. (JMB)

pass

21. Consider and take necessary action to approve the contract with Blinka Fuel & Oil for the 2026 Annual Supply Contract for Delivered Fuel awarded on November 26, 2025. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

22. Consider and take necessary action to authorize Commissioner Reese to carry over \$8,550 of the Port O'Connor Community Center 2025 budget to the Port O'Connor Community Center 2026 budget for repairs to the pavilion roof. Repairs will not be completed in 2025.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 3 Joel Behrens
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

23. Adjourn.

Meeting adjourned at 10:26am

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese

Workplace Solutions Cooperative Acceptance Agreement



Location #: 83
Contract #:
Customer #:

Main Corporate Code → **Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348**

GPO CC #13897 GPO Agreement #211011196

Date:

Customer/Participating Agency: Calhoun County Precinct 4 ("Customer") Phone:
Address: 104 E Dallas Ave City: Scudraft State: Tx Zip: 77983

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
23273	Comfort Flex Pro Shirt	☒ Yes ☐ No	.625	
23270	Comfort Flex Cargo Pant	☒ Yes ☐ No	.80	
381	Carhartt Jean	☒ Yes ☐ No	.80	
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$ 1.00	ea	Standard Agency Emblem	\$ 2.00 ea
Custom Agency Emblem	\$	ea	Embroidery	\$ ea
Uniform Advantage	Item: All			\$.08 ea per week
Premium Uniform Advantage	Item:			\$ ea per week
Emblem Advantage	Item: All			\$.05 ea per week
Prep Advantage	Item: All			\$.04 ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium				\$ per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
27026	Sig Air Svc	1	Any	4.00
9207	Bowl Clip Svc	1	Any	2.00
	3x5 Blue mat	1	Any	6.00
	24" Dust Mop	1	Any	1.50

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: [Signature] Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement #001299 as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials:  Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required ☒ No additional terms needed (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: <u>63</u>	Customer Signature: _____
CintasRepSignature: <u>Branch Director</u>	Print Name: <u>Gary D. Reese</u>
Title: <u>Key Account Manager</u>	Print Title: <u>Commissioner, Precinct 4</u>
Accepted-GM: _____	Email: <u>gary.reese@calhouncotx.org</u>
Cintas Enterprise Account: ☐ Yes ☐ No	Customer Contact: <u>April Townsend</u>
Cintas Enterprise Partner Name: _____	Customer Contact Email: <u>april.townsend@calhouncotx.org</u>

Cintas Representative Initials: GR Customer Initials: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cintas
Victoria, TX United States

Certificate Number:
2025-1398042

Date Filed:
12/09/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Calhoun County Precinct 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

210388186
Uniform Rental and Laundering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cintas	Victoria, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Branden Rachunele, and my date of birth is [REDACTED].

My address is [REDACTED], [REDACTED] (city), [REDACTED] (state), [REDACTED] (zip code), U.S. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Calhoun County, State of Victoria, on the 9th day of December, 2025.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

ESTIMATE

Beachfront Bright
PO Box 516
Port O Connor, TX 77982-7700

beachfrontbright@gmail.com
+1 (361) 484-5591
www.beachfrontbright.com



Bill to
Calhoun County
Port O'Connor Community Center

Estimate details

Estimate date: 11/17/2025

Description	Amount
Rust Converter, Paint, & Rust Inhibitor Application	\$6,540.00
Materials	\$2,010.00
Total	\$8,550.00

Note to customer

Paint will be applied to purlins easily visible to aid visual appeal. Paint will be applied to roughly 450 linear feet of purlins in the main pavilion area.

Accepted date

Accepted by