

Exhibit "E"



PERFORMING SERVICES ON PUBLIC LANDS

THIS AGREEMENT is between the Texas A&M Forest Service, which is a member of The Texas A&M University System and an agency of the State of Texas ("TFS"), and Marion County, ("County").

WHEREAS, County's land, located throughout Marion County ("Subject Property"), is identified as an area of interest for public protection; and

WHEREAS, County has requested that TFS assist County by providing Dozer and chainsaw services, (collectively, "Service").

NOW THEREFORE, TFS and County hereby agree:

1. **Purpose:** In response to County's request for assistance, TFS will, as part of its Mitigation and Prevention Program, perform Service on the Subject Property.
 - Work will be performed on day(s) and time(s) mutually agreed upon by TFS and County.
 - Work will be performed in accordance with a written work plan developed by TFS and approved by County.
2. **Term of Agreement:** The term of this agreement shall commence on 09/01/2026 and expire on 08/31/2031.
3. **Consideration:** Compensation for performance of the services described in this agreement will not be monetary. TFS will benefit by furthering progress toward its mission of providing wildfire community protection.

4. Agreement Terms and Conditions:

- 4.1 County shall post signs advising the general public of the days and times that the Service will be performed at least three days in advance of the Service. Signs shall be placed in conspicuous areas adjacent to the work area, to give reasonable warning to the general public of dangerous conditions, and shall remain in place for the duration of the work.
- 4.2 There are inherent risks involved with Service, including but not limited to bodily injury, death, and property damage, and County chooses to voluntarily have its employees witness the Service with full knowledge that the Service may be hazardous to people and property.
- 4.3 This agreement constitutes the sole agreement of the parties and supersedes any and all other oral or written understanding or agreements.
- 4.4 This agreement may only be amended or modified in writing with express mutual consent of both parties.
- 4.5 This agreement is not assignable without the express written consent of both parties, prior to any such assignment.
- 4.6 This agreement shall be construed and governed by the laws of the State of Texas. Venue for any action between the parties arising from this agreement shall be in Brazos County, Texas. (Texas Education Code 85.18(b))

4.7 County expressly acknowledges that Texas A&M Forest Service is a member of The Texas A&M University System and an agency of the state of Texas and nothing in this agreement will be construed as a waiver or relinquishment of its right to claim such exemptions, privileges, and immunities as may be provided by law.

4.8 The services are provided "as is," without any representation or warranties, express or implied, including, but not limited to any warranty as to fitness for particular purposes or merchantability.

4.9 In addition, County makes the following representations and acknowledgements upon which TFS shall rely:

(a) County and its agents, servants and employees are not agents, servants, or employees of TFS or the State of Texas, and are not covered by TFS or the State for workers' compensation, death, or disability benefits.

(b) County agrees that County's agents, servants and employees will not be under the influence of any substance that may impair mental and physical faculties while present for any part of the Service.

(c) In signing this agreement, the undersigned representative of County acknowledges and represents that s/he has read it, understands it, and signs it voluntarily as an authorized representative of County.

(d) TFS has not made, and County has not relied on any oral representations, statements, or inducements apart from the express written statements contained in this agreement; and

(e) County executes this agreement for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

4.10 All notices, consents, approvals, demands, requests, or other communications provided for, required of, or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery, delivered by an express delivery service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

TFS
ATTN: Russell Lykins
P.O. Box 458
Linden, TX 75563
(936) 546-1616

Marion County
ATTN: Judge Leward LaFleur
102 W. Austin St., Suite 205
Jefferson, TX 75657
(903) 665-3261

IN WITNESS WHEREOF, TFS and County have executed and delivered this agreement to be effective as of the 14 day of SEPTEMBER, 2026.

TEXAS A&M FOREST SERVICE

By

Mark Zampar

FM

A.G. Davis
Director

Date: 09/15/2026

Marion County

Signature

Print Name: Leward J. LaFleur, County Judge

Date: September 14, 2026