

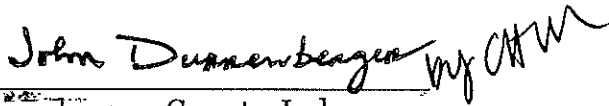
AGENDA

**NOTICE OF PUBLIC MEETING
WASHINGTON COUNTY COMMISSIONERS COURT
WEDNESDAY, JUNE 24, 2026 8:30 A.M.
WASHINGTON COUNTY COURTHOUSE
COMMISSIONERS COURT CHAMBERS #103
100 EAST MAIN STREET
BRENHAM, TEXAS**

SPECIAL SESSION AGENDA

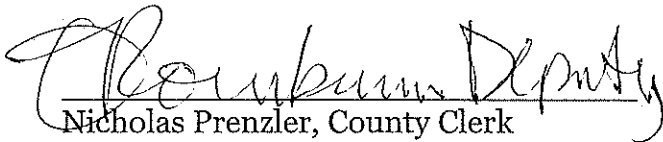
1. Invocation.
2. Pledge of Allegiance.
3. Discuss and take appropriate action to award concession and bartending services for the Stars Over Washington County 250th Celebration of America event to be held on July 4 2026 and authorize the County Judge to sign all necessary contract documents. (Harrison Williams, EXPO Director)
4. Adjourn meeting.

Witness my hand this 17th day of June 2026.



John Durrenberger, County Judge

Came to my hand at 3:29P.m. on the 17th day of June 2026 and executed at 3:29P.m. on the 17th day of June, 2026 by posting a true copy on the bulletin board located on the first floor of the Washington County Courthouse and true copies at the main entrance doors of said courthouse, these being places convenient to the public in Brenham, Washington County, Texas.


Nicholas Prenzler, County Clerk

**WASHINGTON COUNTY
ALCOHOLIC BEVERAGE SERVICES AGREEMENT
FOR STARS OVER WASHINGTON COUNTY EVENT**

THE STATE OF TEXAS §

COUNTY OF WASHINGTON §

Description of Services: Alcohol Beverage Service- Beer & Wine Vendor

This Agreement is made and entered into by the **Washington County, a political subdivision of the State of Texas** (referred to as the "County"), and, Texas Toast Mobile Bar, LLC (the "Company"). County hereby engages the services of Company as an independent contractor for Alcohol Beverage services for the sale of alcoholic beverages on County premises- Beer & Wine Vendor, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The County hereby agrees to contract with Company and Company agrees to perform the necessary services for the Stars Over Washington County event as set forth in RFP 052826 - Contract Pricing, attached hereto as Exhibit A and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the County, in the County's sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the County. It shall be effective from **June 24, 2026 through July 5, 2026**. The County reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations.
- 2.2. The County's obligations under this Agreement shall not constitute a general obligation of the County or indebtedness under the Constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require County to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the County and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the County.

5. COMPENSATION

Vendor shall pay the County a percentage of gross Stars Over Washington County beer and wine sales revenue. The total revenue for this agreement is as follows: 20% of gross revenue. Company shall be subject to random audits by a representative of County's choice on the date of the Stars over Washington County event.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "County" shall mean all officers, agents and employees of the Washington County
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - 1. injury or damage to any property or right
 - 2. injury, damage, or death to any person or entity
 - 3. attorneys' fees, witness fees, expert witness fees and expenses, 1v. any settlement amounts; and
 - 4. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

6.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE COUNTY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE COUNTY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE

VICINITY WHERE THE WORK IS BEING DONE. THE COUNTY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE COUNTY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANYWAY AFFECTS OR MIGHT AFFECT THE COMPANY OR COUNTY. THE COUNTY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS. THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

- (a) Workers Compensation, where statutorily required by law
- (b) Employer's Liability, at \$100,000 per occurrence
- (c) Commercial (Public) Liability, including but not limited to:
 - a. Premises/ Operations Combined Single Limit
 - b. Independent Contractors
 - c. Personal Injury
 - d. Products/Completed Operations
 - e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

- (d) Comprehensive Automobile Liability, in include coverage for:
 - a. Owned/Leased Automobiles
 - b. Non-owned Automobiles
 - c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

- (e) Liquor Liability Insurance: Limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by Vendor or Vendor's employees, representatives, agents, or subcontractors in the performance of this Agreement

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the County Treasurer's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the County as additional insured shall be primary insurance and not contributing with any other insurance available to County, under any third-party liability policy.

Company further agrees that with respect to the above required liability insurances, the County shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the County,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the County Treasurer with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. LICENSING

Vendor shall display TABC Certifications for each server working festivals or picnic.

9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Washington County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the County is the prevailing party in any such action, the County may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the County.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY

The County does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

Texas Toast LLC
615 N. Main Street
Burton, Texas 77835

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the County's behalf by the Expo Director, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Expo Director at:

Washington County, Texas
Attn: Harrison Williams
1305 E. Blue Bell Rd.
Brenham, Texas 77833

AGREED to and ACCPETED this _____ day of _____, 2026.

Texas Toast, LLC

Signature _____
Print Name _____
Title _____

Washington County, Texas

Signature _____
Judge John Durrenberger